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Counsel for Debtors and Debtors-in-Possession

Counsel for the Official Committee of Unsecured Creditors

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

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

NOTICE OF FILING OF (I) REVISED FIRST AMENDED JOINT CHAPTER 11 PLAN PROPOSED BY RESIDENTIAL CAPITAL, LLC, ET AL. AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS AND (II) BLACKLINES OF REVISED FIRST AMENDED JOINT CHAPTER 11 PLAN

PLEASE TAKE NOTICE that on August 23, 2013, the Plan Proponents filed the *Notice of Filing of Corrected Solicitation Version of the Disclosure Statement and Joint Chapter 11 Plan*, which included as an exhibit the *Plan Proponents’ Joint Chapter 11 Plan Proposed by Residential Capital, LLC, et al. and the Official Committee of Unsecured Creditors* [Docket No. 4819] (the “Initial Plan”).

PLEASE TAKE FURTHER NOTICE that on November 13, 2013, the Plan Proponents filed the *Notice of Filing of First Amended Joint Chapter 11 Plan Proposed by Residential Capital, LLC, et al. and the Official Committee of Unsecured Creditors* [Docket No. 5722] (the “First Amended Plan”).



PLEASE TAKE FURTHER NOTICE that the Plan Proponents hereby submit the further revised proposed *First Amended Joint Chapter 11 Plan Proposed by Residential Capital, LLC, et al. and the Official Committee of Unsecured Creditors* (the “Revised First Amended Plan”), annexed hereto as Exhibit 1.

PLEASE TAKE FURTHER NOTICE that a comparison of the Initial Plan and the Revised First Amended Plan is attached hereto as Exhibit 2, reflecting changes made since the Initial Plan was filed on August 23, 2013.

PLEASE TAKE FURTHER NOTICE that a comparison of the First Amended Plan and the Revised First Amended Plan is attached hereto as Exhibit 3, reflecting changes made since the First Amended Plan was filed on November 13, 2013.

PLEASE TAKE FURTHER NOTICE that the Plan Proponents intend to seek Court approval of the Further Revised Proposed Plan at the hearing currently scheduled to begin on **November 19, 2013 at 9:00 a.m. (Prevailing Eastern Time)**, before the Honorable Martin Glenn, at the United States Bankruptcy Court for the Southern District of New York, Alexander Hamilton Custom House, One Bowling Green, New York, New York 10004-1408, Room 501.

PLEASE TAKE FURTHER NOTICE that a copy of the Revised Proposed Plan and the Further Revised Proposed Plan may be obtained via PACER at <http://www.nysb.uscourts.gov> or from the Debtors’ restructuring website at www.kccllc.net/rescap.

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Dated: November 18, 2013

Respectfully submitted,

/s/ Gary S. Lee
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Exhibit 1

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

**FIRST AMENDED JOINT CHAPTER 11 PLAN PROPOSED BY
RESIDENTIAL CAPITAL, LLC, et al. AND THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS**

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Dated: November 18, 2013
New York, New York

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INTRODUCTION

The Debtors and the Creditors' Committee together propose this Joint Chapter 11 Plan¹ for resolution and satisfaction of all Claims against and Equity Interests in the Debtors. Each Debtor and the Creditors' Committee is a proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code.

Reference is made to the Disclosure Statement accompanying the Plan, including the exhibits thereto, for a discussion of the Debtors' history, business, properties, and operations and risk factors, together with a summary and analysis of the Plan and a description of the settlements agreed to by the Debtors, the Creditors' Committee and certain other parties pursuant to the Global Settlement. All holders of Claims entitled to vote on the Plan are encouraged to consult the Disclosure Statement and to read the Plan carefully before voting to accept or reject the Plan.

NO SOLICITATION MATERIALS, OTHER THAN THE DISCLOSURE STATEMENT AND RELATED MATERIALS TRANSMITTED THEREWITH AS APPROVED BY THE BANKRUPTCY COURT, HAVE BEEN AUTHORIZED BY THE BANKRUPTCY COURT FOR USE IN SOLICITING ACCEPTANCES OR REJECTIONS OF THIS PLAN.

ARTICLE I.

DEFINED TERMS, RULES OF CONSTRUCTION, COMPUTATION OF TIME, AND GOVERNING LAW

A. Defined Terms

1. "Accrued Professional Compensation" means, at any date, and regardless of whether such amounts are billed or unbilled, all of a Professional's accrued and unpaid fees (including success fees) and reimbursable expenses for services rendered in the Chapter 11 Cases through and including such date, whether or not such Professional has filed a fee application for payment of such fees and expenses, (i) all to the extent that any such fees and expenses have not been previously paid (regardless of whether a fee application has been filed for any such amount) and (ii) after applying any retainer that has been provided by the Debtors to such Professional and not previously applied. No amount of a Professional's fees and expenses denied under a Final Order shall constitute Accrued Professional Compensation.

2. "Additional Settling RMBS Trusts" means all RMBS Trusts other than the Original RMBS Settling Trusts.

3. "Administrative Claim" means any Claim for costs and expenses of administration under sections 503(b), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date

¹ All capitalized terms not defined in this introduction have the meanings ascribed to them in Article I of this Plan.

through the Effective Date of preserving the Estates and operating the businesses of the Debtors; (b) Professional Claims; (c) all fees and charges assessed against the Estates pursuant to section 1930 of chapter 123 of title 28 of the United States Code; (d) any indebtedness or obligations assumed by the Debtors in connection with the conduct of their businesses; and (e) any Claim for goods delivered to the Debtors within twenty (20) days of the Petition Date and entitled to administrative priority pursuant to section 503(b)(9) of the Bankruptcy Code.

4. “Administrative Claim Bar Date” means the deadline for filing requests for payment of Administrative Claims, which shall be the first Business Day that is thirty (30) days following the Effective Date, unless otherwise ordered by the Bankruptcy Court, except with respect to Professional Claims which shall be subject to the provisions of Article II.

5. “Administrative, Priority, Secured and Convenience Distribution Reserve” means the reserve of the Liquidating Trust established for maintaining Cash or other assets from time to time necessary to satisfy payments after the Effective Date to holders of certain Allowed Claims as provided in Article VI.D.

6. “Affiliate” means an “affiliate” as such term is defined in section 101(2) of the Bankruptcy Code.

7. “AFI” means Ally Financial Inc.

8. “AFI/JSN Cash Collateral Order” means the *Final Order Under Sections 105, 361, 362, 363, and 364 of the Bankruptcy Code and Bankruptcy Rules 2002, 4001, 6004, and 9014 (I) Authorizing the Debtors to Obtain Postpetition Financing on a Secured Superpriority Basis, (II) Authorizing the Debtors to Use Cash Collateral, and (III) Granting Adequate Protection to Adequate Protection Parties*, entered June 25, 2012 [Docket No. 491].

9. “AIG” means AIG Asset Management (U.S.), LLC, on behalf of itself and its affiliates, as investment advisor for certain affiliated entities that have filed proofs of claim in the Chapter 11 Cases.

10. “Allowed” means, with respect to a Claim against any Debtor, except as otherwise provided herein, (a) a Claim that is (i) listed in the Schedules as of the Effective Date as neither disputed, contingent nor unliquidated, and for which no Proof of Claim has been timely filed, or (ii) evidenced by a valid Proof of Claim or request for payment of Administrative Claim, as applicable, Filed by the applicable Bar Date, and as to which the Debtors or other parties-in-interest have not Filed an objection to the allowance thereof by the Claims Objection Deadline, or (b) a Claim that is Allowed under the Plan or any stipulation or settlement approved by, or Final Order of, the Bankruptcy Court; provided, however, that any Claims allowed solely for the purpose of voting to accept or reject the Plan pursuant to an order of the Bankruptcy Court will not be considered “Allowed Claims” under the Plan, provided further, however, any Claims expunged or disallowed under the Plan or otherwise shall not be Allowed Claims. If a Claim is Allowed only in part, references to Allowed Claims include and are limited to the Allowed portion of such Claim.

Notwithstanding anything to the contrary herein, no Claim that is disallowed in accordance with Bankruptcy Rule 3003 or section 502(d) of the Bankruptcy Code is Allowed and each such Claim shall be expunged without further action by the Debtors and without further notice to any party or action, approval, or order of the Bankruptcy Court.

11. “Allowed Fee Claim” means 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.

12. “Allowed Kessler Claim” means a non-subordinated Allowed Borrower Claim for voting and distribution purposes in an amount to be determined under the Kessler Settlement Agreement.

13. “Allstate” means Allstate Insurance Company and its subsidiaries and affiliates.

14. “Ally” means, collectively, AFI and its direct and indirect subsidiaries and affiliates, excluding the Debtors and their direct and indirect subsidiaries.

15. “Ally Bank” means AFI’s indirect banking subsidiary (f/k/a GMAC Bank), a commercial state chartered bank regulated by the FDIC and the State of Utah.

16. “Ally Contract Claim” means any and all amounts owed to Ally as of the Effective Date by any of the Debtors pursuant to (i) orders of the Bankruptcy Court and (ii) the Debtors’ performance of the Ally Contracts following the Petition Date, provided, no Revolving Credit Facility Claim is an Ally Contract Claim.

17. “Ally Contracts” means the contracts listed in Annex IV to Exhibit B of the Plan Support Agreement.

18. “Ally Contribution” means Ally’s contribution to the Estates of (a) \$1,950,000,000 in Cash on the Effective Date, and (b) promptly after receipt on or after the Effective Date, the first \$150,000,000 received by Ally for any directors and officers or errors and omissions insurance policy claims it pursues against its insurance carriers related to the Claims released in connection with this Plan, provided that Ally guarantees that the Liquidating Trust will receive such \$150,000,000 on account of such insurance, which guarantee shall be payable without defense, setoff or objection on September 30, 2014.

19. “Ally Indemnity Escrow Account” means the escrow account created pursuant to the *Stipulation and Order Reserving Rights with Respect to Debtors’ Motion for Interim and Final Orders under Bankruptcy Code Section 105(a) and 363 Authorizing the Debtors to Continue to Perform under the Ally Bank Servicing Agreement in the Ordinary Course of Business* [Docket No. 1420].

20. “Ally Released Parties” means (a) Ally, and each of Ally’s and the Debtors’ respective members, shareholders, partners, non-Debtor affiliates, and Representatives, including Cap Re of Vermont, LLC and its current and former members, officers, and directors and (b)

each of Ally's successors and assigns, each Entity in clause (a) and (b) solely in its capacity as such. For the avoidance of doubt, and without limiting the foregoing, the Ally Released Parties shall not include (i) any purchaser of any assets relating to the Debtors' servicing business that is not Ally or a Debtor, (ii) any assignee of a Servicing Agreement that is not Ally or a Debtor, (iii) notwithstanding any status as a shareholder of any Ally Released Party, and solely in their capacity as such, any underwriter of RMBS that is unaffiliated with Ally, and the Representatives of such underwriter, against which an Investor has a pending or tolled Cause of Action, (iv) the FHFA, (v) the FDIC, (vi) any assignee of executory contracts that were assumed by the Debtors that is not Ally, (vii) any insurer that is not Ally that sold any directors & officers or errors & omissions insurance policies that cover Debtors, (viii) any party that is not Ally against whom RFC may have indemnity rights arising out of the Kessler Class Action, specifically, any successors in interest to CBNV and GNBT, (ix) the Plan Trustees, and (x) Fannie Mae.

21. "Ally Securities" means Ally Securities, LLC.

22. "Ambac" means, collectively, Ambac Assurance Corporation and the Segregated Account of Ambac Assurance Corporation.

23. "Ambac Cure Stipulation" means that certain stipulation and order currently being negotiated between the Plan Proponents and Ambac regarding (i) the resolution of Ambac's objection to sale of certain Ambac agreements to Ocwen pursuant to the Ocwen APA, (ii) the fixing of Ambac's cure claims in connection therewith, (iii) the amount of Ambac's General Unsecured Claims to be allowed pursuant to the Plan.

24. "Assumption Schedule" means the schedule in the Plan Supplement setting forth certain Executory Contracts and Unexpired Leases for assumption under section 365 of the Bankruptcy Code.

25. "Assured" means Assured Guaranty Municipal Corp., f/k/a Financial Security Assurance Inc., and its affiliates including AG Financial Products Inc. and Assured Guaranty Corp.

26. "Available Assets" means all the assets of the Estates, including all Equity Interests in the Non-Debtor Subsidiaries, the Ally Contribution, and the Liquidating Trust Causes of Action, which are not (a) Excluded Assets or (b) otherwise excluded pending the resolution of legal or logistical issues; provided, however, that any proceeds relating to the assets which are excluded pursuant to clause (b) will belong to the Liquidating Trust.

27. "Ballot" means each of the ballot forms distributed to each holder of a Claim that is entitled to vote to accept or reject this Plan and on which the holder is to indicate, among other things, acceptance or rejection of this Plan.

28. "Bankruptcy Code" means title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.*, as in effect as of the date hereof.

29. “Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of New York, or any other court having jurisdiction over the Chapter 11 Cases.

30. “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Cases, promulgated under 28 U.S.C. § 2075 and the general, local, and chambers rules of the Bankruptcy Court, as the context may require.

31. “Bar Date” means, collectively, the Administrative Claim Bar Date, the Rejection Damages Claim Bar Date, and any deadline by which a Proof of Claim must be filed under the Bar Date Order, as applicable.

32. “Bar Date Order” means the *Order Establishing Deadline for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof*, entered by the Bankruptcy Court on August 29, 2012 [Docket No. 1309], as amended, supplemented, or modified.

33. “BNY Mellon” means The Bank of New York Mellon and The Bank of New York Mellon Trust Company, N.A., each solely in its capacity as trustee, indenture trustee, securities administrator, co-administrator, paying agent, grantor trustee, master servicer, custodian and/or similar agency capacities in respect of certain of the RMBS Trusts.

34. “Borrower” means an individual whose current or former mortgage loan was originated, serviced, sold, consolidated, or owned by any of the Debtors.

35. “Borrower-Related Cause of Action” means a Cause of Action of any of the Debtors that has been or could be asserted, including by way of setoff, recoupment, defense, counterclaim or cross-claim with respect to any Borrower Claim, by any of the Debtors against a Borrower as of the Effective Date; provided, however, that on the Effective Date the Debtors waive and release any Claim or Cause of Action to recover transfers to any Entity made by the Debtors to or for the benefit of a Borrower arising under chapter 5 of the Bankruptcy Code, except by way of setoff, recoupment, defense, counterclaim, or cross-claim.

36. “Borrower Claims” means (i) Claims of a Borrower arising from or relating to any alleged act or omission or any other basis of liability of any Debtor (or any predecessor) in connection with the origination, sale, and/or servicing of a mortgage loan originated, sold, consolidated, purchased, and/or serviced by any Debtor, (ii) Claims filed for or on behalf of a Borrower by such Person’s attorney or agent, including as part of a proof of claim filed on behalf of a putative class of Borrowers, and (iii) claims that have become Allowed as a result of settlement of Borrower litigation commenced against Ally and the Debtors. For the avoidance of doubt, Borrower Claims shall include Allowed Claims held by the Kessler Class Claimants (to the extent that the Kessler Class Claimants are certified as a class action for settlement or allowance purposes), and shall not include the: (a) Senior Unsecured Notes Claims; (b) Junior Secured Notes Claims; (c) RMBS Trust Claims; (d) Private Securities Claims; (e) General Unsecured Claims; (f) General Unsecured Convenience Claims; or (g) Intercompany Balances. For the further avoidance of doubt, no Claim described in subsection (ii) hereof shall be considered an Allowed Borrower Claim unless such Claim is

either certified under Bankruptcy Rule 7023 or by Final Order for purposes of settlement or allowance.

37. “Borrower Claims Trust” means the trust established for the benefit of the holders of Allowed Borrower Claims.

38. “Borrower Claims Trust Agreement” means that certain trust agreement, the form of which shall be included in the Plan Supplement, that, among other things, sets forth the methodology and procedures for resolving Disputed Borrower Claims and making distributions to holders of Allowed Borrower Claims.

39. “Borrower Claims Trust Assets” means (i) Cash transferred to the Borrower Claims Trust by the Liquidating Trust as of the Effective Date in the amount of \$57,600,000 less any amounts paid by the Debtors to or on behalf of holders of Borrower Claims prior to the Effective Date pursuant to (a) *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], or (b) any other order of the Bankruptcy Court plus the amount of the Borrower Trust True-Up, and (ii) all Borrower-Related Causes of Action.*

40. “Borrower Claims Trust Committee” means (i) counsel for the Kessler Settlement Class, and (ii) those Borrowers or the representatives of Borrowers appointed by the Kessler Settlement Class, with the consent of the Plan Proponents, which consent shall not be unreasonably withheld, to oversee the administration of the Borrower Claims Trust and the disposition of the Borrower Claims Trust Assets. The identities of the initial Persons to serve on the Borrower Claims Trust Committee as of the Effective Date will be set forth in the Plan Supplement.

41. “Borrower Claims Trustee” means the Person selected to serve as the trustee of the Borrower Claims Trust. The identity of the Person to serve as the Borrower Claims Trustee as of the Effective Date will be set forth in the Plan Supplement.

42. “Borrower Trust True-Up” means the additional Cash, if any, required to be added to the Borrower Claims Trust Assets such that distributions, estimated as of the Confirmation Date, made from the Borrower Claims Trust on account of an Allowed Borrower Claim will be comparable to the recovery that a holder of an Allowed Claim of the same amount against the same Debtor Group would realize from distributions made by the Liquidating Trust on Units issued in respect of such Allowed Claim, based on the value of the assets in the Liquidating Trust available for distribution to holders of Units 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 the Allowed Borrower Claims in accordance with the Plan or to the time delay in receipt of distributions in respect of the Units from the Liquidating Trust). For the avoidance of doubt, to the extent necessary, there shall only be a single Borrower Trust True-Up.

43. “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.

44. “Cash” means legal tender of the United States of America or the equivalent thereof.

45. “Cash Management Order” means the *Final Order Under Bankruptcy Code Sections 105(a), 345, 363, 364, and 503(b)(1) and Bankruptcy Rules 6003 and 6004 Authorizing (I) Continued Use of Cash Management Services and Practices, (II) Continued Use of Existing Bank Accounts, Checks, and Business Forms, (III) Implementation of Modified Cash Management Procedures and Use of Certain Bank Accounts Established in Connection with Use of Pre-And Post-Petition Lenders Financing Facilities and Cash Collateral, (IV) Waiver of the Investment and Deposit Requirements of Bankruptcy Code Section 345, (V) Debtors to Honor Specified Outstanding Prepetition Payment Obligations, and (VI) Continuation of Intercompany Transactions and Granting Administrative Expense Status to Intercompany Balances*, entered by the Bankruptcy Court on June 11, 2012 [Docket No. 309], as amended, supplemented, or modified.

46. “Cause of Action” means any and all Claims, actions, causes of action, choses in action, rights, demands, suits, claims, liabilities, encumbrances, lawsuits, adverse consequences, debts, damages, dues, sums of money, accounts, reckonings, deficiencies, bonds, bills, disbursements, expenses, losses, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, judgments, remedies, rights of set-off, third-party claims, subrogation claims, contribution claims, reimbursement claims, indemnity claims, counterclaims, and cross-claims (including those of the Debtors, and/or the bankruptcy estate of any Debtor created pursuant to sections 301 and 541 of the Bankruptcy Code upon the commencement of the Chapter 11 Cases), including, without limitation, any claims, causes of action, objections, rights, remedies arising under Chapter 5 of the Bankruptcy Code pursuant to, among others, sections 502, 510, 542 through 545 and 547 through 553 or 558 thereof, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, whether held in a personal or representative capacity, that are or may be pending as of the date hereof or instituted hereafter against any entity, based in law or equity, including under the Bankruptcy Code, whether direct, indirect, derivative, or otherwise and whether asserted or unasserted as of the date hereof.

47. “Centerview” means Centerview Partners LLC.

48. “Chapter 11 Cases” means the chapter 11 cases commenced by the Debtors, which are jointly administered, styled *In re Residential Capital, LLC, et al.*, Case No. 12-

12020 (MG), and currently pending before the Bankruptcy Court, or any of such cases as applicable.

49. “Claim” means a “claim” as such term is defined in section 101(5) of the Bankruptcy Code.

50. “Claims Objection Deadline” means (i) two hundred seventy (270) days following the Effective Date or (ii) such other later date the Bankruptcy Court may establish upon a motion by the Liquidating Trust, which motion may be approved without a hearing and without notice to any party.

51. “Claims Record Date” means the Voting Deadline, which is the date on which the transfer register for each Class of Claims or Equity Interests, as maintained by the Debtors or their agents, shall be deemed closed.

52. “Claims Register” means the official register of Claims in these Chapter 11 Cases maintained by Kurtzman Carson Consultants LLC, in its capacity as the Debtors’ notice and claims agent.

53. “Class” means a group of holders of Claims or Equity Interests classified together under this Plan.

54. “CBNV” means Community Bank of Northern Virginia.

55. “Compensation Order” means the *Amended Order Under Bankruptcy Code Sections 105(a), 363, 503(b)(1), 507(a)(2), 1107(a) and 1108 and Bankruptcy Rule 9019 to the Final Wages Order (I) Authorizing and Directing the Debtors to Reimburse Ally Financial Inc. for Payments Made to the Debtors Employees on Account of Compensation Issued on or After the Petition Date; (II) Granting Ally Financial Inc. an Administrative Expense Claim on Account of Such Payments; (III) Granting Ally Financial Inc. a Limited Release; and (IV) Authorizing the Debtors to Establish and Fund an Escrow Account for the Benefit of Ally Financial Inc. on Account of Such Administrative Expense Claims, including Additional Amounts to the Escrow Account as Necessary* [Docket No. 2548].

56. “Confirmation” means the entry on the docket of the Chapter 11 Cases of the Confirmation Order.

57. “Confirmation Date” means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases.

58. “Confirmation Hearing” means the hearing before the Bankruptcy Court under section 1128 of the Bankruptcy Code to consider confirmation of this Plan, as the same may be continued from time to time.

59. “Confirmation Order” means the order of the Bankruptcy Court confirming this Plan, as amended, supplemented, or modified, under, among others, section 1129 of the Bankruptcy Code.

60. “Consent Order” means the Board of Governors of the Federal Reserve System Consent Order, dated April 13, 2011, by and among AFI, Ally Bank, ResCap, GMACM, the Board of Governors of the Federal Reserve System, and the Federal Deposit Insurance Corporation, as amended.

61. “Consent Order Borrower Claims” means claims held by Borrowers arising from residential mortgage foreclosure actions (including judicial and non-judicial foreclosures and related bankruptcy proceedings, and other related litigation) or proceedings (including foreclosures that were in process or completed) for loans serviced by the Mortgage Servicing Companies (as defined in the Consent Order), whether brought in the name of Ally Bank, the Mortgage Servicing Companies, the investor, or any agent for the mortgage note holder (including Mortgage Electronic Registration Systems, Inc.), that have been pending at any time from January 1, 2009 to December 31, 2010, as well as claims arising from residential foreclosure sales that occurred during this time period.

62. “Consenting Claimants” means, collectively, AIG, Allstate, FGIC, the Kessler Class Claimants, MassMutual, MBIA, Prudential, the RMBS Trustees, the Steering Committee Consenting Claimants, the Talcott Franklin Consenting Claimants, the Supporting Senior Unsecured Noteholders, Wilmington Trust, Paulson, and any other parties (other than Ally) that agree to be bound by the terms of the Plan Support Agreement. Each of the foregoing parties is a Consenting Claimant.

63. “Consummation” means the occurrence of the Effective Date.

64. “Creditor” means a “creditor” as defined in section 101(10) of the Bankruptcy Code.

65. “Creditors’ Committee” means the statutory committee of unsecured creditors appointed in the Chapter 11 Cases.

66. “Cure Claim” means a Claim based upon a monetary default, if any, by a Debtor under an Executory Contract or Unexpired Lease as of the time such contract or lease is assumed by such Debtor under sections 365 or 1123 of the Bankruptcy Code, to the extent such obligations are enforceable under the Bankruptcy Code and applicable non-bankruptcy law.

67. “DB” means Deutsche Bank Trust Company Americas and Deutsche Bank National Trust Company each solely in its capacity as trustee, indenture trustee, securities administrator, co-administrator, paying agent, grantor trustee, custodian, and/or similar agency capacities in respect of certain of the RMBS Trusts.

68. “Debtor Group” means, individually or collectively, the ResCap Debtors, the GMACM Debtors or the RFC Debtors.

69. “Debtor Group Unit Distribution” means each of the GMACM Debtors Unit Distribution, the ResCap Debtors Unit Distribution and the RFC Debtors Unit Distribution.

70. “Debtor Released Parties” means the Ally Released Parties, the Creditors’ Committee, the Consenting Claimants, and their respective successors and assigns, members, partners, non-Debtor affiliates, and Representatives, each in its capacity as such. For the avoidance of doubt, and without limiting the foregoing, the Debtor Released Parties shall not include (i) any purchaser of any assets relating to the Debtors’ servicing business that is not Ally or a Debtor, (ii) any assignee of a Servicing Agreement that is not Ally or a Debtor, (iii) any underwriter of RMBS that is unaffiliated with the Debtors or Ally, and the Representatives of such underwriter, against which an Investor has a pending or tolled Cause of Action, (iv) any assignee of executory contracts that were assumed by the Debtors that is not Ally, (v) any insurer that is not Ally that sold any directors & officers or errors & omissions insurance policies that cover the Debtors in their capacity as insurers, or (vi) any party that is not Ally against whom RFC may have indemnity rights arising out of the Kessler Class Action, specifically, any successors in interest to CBNV and GNBT.

71. “Debtors” means 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.; ETS; GMAC Model Home Finance I, LLC; GMAC Mortgage USA Corporation; GMAC RH Settlement Services, LLC; GMACM; GMACM Borrower LLC; GMACM Holding; 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 Accredit Loans, Inc.; Residential Asset Mortgage Products, Inc.; Residential Asset Securities Corporation; ResCap; Residential Consumer Services of Alabama, LLC; Residential Consumer Services of Ohio, LLC; Residential Consumer Services of Texas, LLC; Residential Consumer Services, 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; RFC Asset Holdings II, LLC; RFC Asset Management, LLC; RFC Borrower LLC; RFC Construction Funding, LLC; RFC Holding; RFC REO LLC; RFC SFJV-2002, LLC; and RFC–GSAP Servicer Advance, LLC.

72. “Debtor Release” means the release set forth in Article IX.C.

73. “Delaware Trustee” means the trustee, or its successor, appointed in accordance with the Liquidating Trust Agreement to comply with the requirement of Section 3807 of the Delaware Statutory Trust Act.

74. “Disbursing Agent” means the Liquidating Trust, or any Person engaged by the Liquidating Trust, to perform the function of a disbursing agent.

75. “Disclosure Statement” means the disclosure statement for this Plan, as amended, supplemented, or modified in accordance with the provisions of the Bankruptcy Code and the Bankruptcy Rules.

76. “Disputed Borrower Claim” means any Borrower Claim that is not Allowed, until it is disallowed or expunged by Final Order, written agreement, or under the Plan.

77. “Disputed Claim” means any Claim that is not Allowed until it is disallowed or expunged by Final Order, written agreement, or under the Plan, other than Disputed Borrower Claims and Disputed Private Securities Claims.

78. “Disputed Claims Reserve” means the reserve of Units, Cash distributed thereon and other assets, if any, maintained by the Liquidating Trust for distribution to the Liquidating Trust Unit Beneficiaries that are holders of Disputed Claims, if and when such Disputed Claims become Allowed.

79. “Disputed Private Securities Claims” means any Private Securities Claim that is not Allowed until it is disallowed or expunged by Final Order or under the Plan.

80. “Distributable Cash” means the Cash to be distributed to holders of Units, including the Disputed Claims Reserve, on any Distribution Date.

81. “Distribution Date” means a date or dates, as determined by the Liquidating Trust Board in accordance with the Liquidating Trust Agreement, on which the Liquidating Trust makes a distribution, or causes a distribution to be made, of Distributable Cash to the Unitholders.

82. “District Court” means the United States District Court for the Southern District of New York.

83. “DOJ” means the United States Department of Justice and any component thereof, including but not limited to the United States Attorney’s Office for any district.

84. “DOJ/AG Settlement” means the Consent Judgment filed by the United States District Court for the District of Columbia (Case: 1:12-cv-00361-RMC) on April 4, 2012.

85. “DOJ/AG Settling States” means the District of Columbia and the states that are parties to the DOJ/AG Settlement.

86. “DOJ-Represented Agency” means the United States of America and any of its agencies, departments, offices or agents to the extent that they are represented by the DOJ, whether or not the DOJ has entered an appearance on behalf of that agency, department, office or agent in this proceeding. For the avoidance of doubt, the term “DOJ-Represented Agency” shall not apply to any agency, department, office or agent of the United States that has appeared in these Chapter 11 Cases or filed a notice pursuant to Bankruptcy Rule 2002 in these Chapter 11 Cases, in each case through non-DOJ counsel.

87. “DTC” means the Depository Trust Company.

88. “Duff” means Duff & Phelps, LLC, financial advisor to certain of the RMBS Trustees.

89. “Effective Date” means the first Business Day after the Confirmation Date on which no stay of the Confirmation Order is in effect and all of the conditions precedent to

the Effective Date specified in Article X.B have been satisfied or waived pursuant to Article X.C.

90. “Entity” means an “entity” as such term is defined in section 101(15) of the Bankruptcy Code.

91. “Equity Interest” means any “equity security” as defined in section 101(16) of the Bankruptcy Code, of a Debtor existing immediately prior to the Effective Date, or any other instrument evidencing an ownership interest in any of the Debtors, whether or not transferable, and any option, warrant, or right, contractual or otherwise, to acquire, sell, or subscribe for any such interest.

92. “ERISA” means the Employee Retirement Income Security Act.

93. “Estates” means the estates of the Debtors created under section 541 of the Bankruptcy Code.

94. “ETS” means the Debtor entity, Executive Trustee Services, LLC.

95. “ETS Unsecured Claims” means all General Unsecured Claims against ETS.

96. “Excluded Assets” means (i) those noneconomic “residual” interests in various REMICs and an interest in a passive foreign investment company (collectively, “NERDS”) held by a Debtor which are identified in Schedule 5, (ii) those interests in owner trusts, entities, or other financing or securitization entities held by a Debtor which are identified in Schedule 6, (iii) common land which is owned by a Debtor and which is identified in Schedule 7, and (iv) home equity lines of credit having no outstanding balances.

97. “Exculpated Party” means each of the following in its capacity as such: (a) the Debtors; (b) the Consenting Claimants; (c) Ally; (d) the Creditors’ Committee and the members thereof; and (e) with respect to each of the foregoing Entities in clauses (a) through (d), such Entity’s successors and assigns, members, affiliates, subsidiaries, officers, directors, partners, principals, employees, and Representatives; provided, however, without limiting the foregoing, the following shall not be an Exculpated Party: (i) any purchaser of any assets relating to the Debtors’ servicing business that is not Ally or a Debtor, (ii) any assignee of a Servicing Agreement that is not Ally or a Debtor, (iii) any underwriter of RMBS that is unaffiliated with the Debtors or Ally, and the Representatives of such underwriter, against which an Investor has a pending or tolled Cause of Action, (iv) any assignee of executory contracts that were assumed by the Debtors that is not Ally, (v) any insurer that is not Ally that sold any directors & officers or errors & omissions insurance policies that cover the Debtors, in their capacity as insurers, or (vi) any party that is not Ally against whom RFC may have indemnity rights arising out of the Kessler Class Action, specifically, any successors in interest to CBNV and GNBT.

98. “Exculpation” means the exculpation provision set forth in Article IX.G.

99. “Executory Contract” means a contract to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

100. “Fannie Mae” means Fannie Mae (f/k/a The Federal National Mortgage Association).

101. “Fannie Mae Contract” means that certain Mortgage Selling and Servicing Contract dated March 29, 2007, including the incorporated Fannie Mae Selling and Servicing Guides and various Master Agreements, including but not limited to the Master Agreement, dated August 3, 2012, between Fannie Mae and Ally Bank, each as may have been amended from time to time.

102. “FDIC” means the Federal Deposit Insurance Corporation.

103. “FGIC” means Financial Guaranty Insurance Company and its subsidiaries and affiliates.

104. “FGIC Policies” means insurance policies issued by FGIC in connection with the RMBS Trusts insured by FGIC.

105. “FGIC Rehabilitation Court” means the New York State Supreme Court with jurisdiction over FGIC’s rehabilitation proceeding.

106. “FGIC Settlement Agreement” means that certain settlement agreement dated, as of May 23, 2013, among the Debtors, FGIC, BNY Mellon, U.S. Bank and WFB, each in its capacity as RMBS Trustee, and the Institutional Investors.

107. “FHFA” means Federal Housing Finance Agency.

108. “FHFA Claims” means Claims held by FHFA in its capacity as Conservator for the Federal Home Loan Mortgage Corporation related solely to Proofs of Claim Nos. 6296, 6297, 6298, 6299, 6300, and 6301.

109. “File,” “Filed,” or “Filing” means file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases, or, in the case of a Proof of Claim, with the Debtors’ notice and claims agent.

110. “Final Order” means an order or judgment of the Bankruptcy Court, or any other court of competent jurisdiction, which has not been modified, amended, reversed, vacated, or stayed, and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, stay, reargument, or rehearing has expired and as to which no appeal, petition for certiorari, or motion for new trial, stay, reargument, or rehearing shall then be pending or (b) if an appeal, writ of certiorari, new trial, stay, reargument, or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court, or other court of competent jurisdiction, shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, stay, reargument, or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari, or move for a new trial, stay, reargument, or rehearing shall have expired, as a result of which such order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure; provided, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under

the Bankruptcy Rules, may be Filed relating to such order, shall not cause an order not to be a Final Order.

111. “First Priority Collateral Agent” means Wells Fargo Bank, N.A., as collateral agent and collateral control agent under the First Priority Security Agreement, together with its respective successors and assigns in such capacity.

112. “First Priority Collateral Agent Fees and Expenses” means the reasonable fees, costs, and expenses and indemnity claims of the First Priority Collateral Agent, including but not limited to, the fees, costs, and expenses of the First Priority Collateral Agent’s counsel.

113. “First Priority Collateral Agent Lien” means the Liens and other priority in payment and rights of the First Priority Collateral Agent under the First Priority Security Agreement, the Intercreditor Agreement, and related documents, or otherwise available to the First Priority Collateral Agent under applicable law, for the payment of First Priority Collateral Agent Fees and Expenses.

114. “First Priority Security Agreement” means that certain security agreement, dated as of December 30, 2009, among RFC and GMACM and certain of their affiliates, GMAC Inc., and the First Priority Collateral Agent.

115. “FTI” means FTI Consulting, Inc.

116. “General Unsecured Claim” means any Claim against a Debtor that is not a/an: (a) Administrative Claim; (b) Priority Tax Claim; (c) Other Priority Claim; (d) Borrower Claim; (e) Revolving Credit Facility Claim; (f) Junior Secured Notes Claim; (g) Other Secured Claim; (h) Senior Unsecured Notes Claim; (i) RMBS Trust Claim; (j) Intercompany Balance; (k) Professional Claim; (l) General Unsecured Convenience Claim; (m) Private Securities Claim; (n) Postpetition Intercompany Balance; (o) NJ Carpenters Claim, except as otherwise provided herein; or (p) FHFA Claim.

117. “General Unsecured Convenience Claim” means Claims that would otherwise be classified as General Unsecured Claims but, with respect to each Claim either (i) the aggregate amount of such Claim is less than \$30,000, or (ii) the aggregate amount of such Claim is reduced to \$30,000 by agreement of the holder of such Claim. For the avoidance of doubt, General Unsecured Convenience Claims do not include Borrower Claims.

118. “Global Settlement” means the settlements among the Debtors, the Creditors’ Committee, Ally, the Consenting Claimants, and certain other parties-in-interest, as set forth in Article IV of the Plan.

119. “GM Insurance Rights” means any and all of the Debtors’ rights, titles, privileges, interests, claims, demands, or entitlements to any proceeds, payments, causes of action, and choses in action under, for, or related to the GM Policies with respect to a particular item of loss under the GM Policies, including the rights (1) to recover insurance proceeds for an item of loss covered under the GM Policies and (2) to recover from the insurers that issued the GM Policies for breach of contract or breach of other duty or

obligation owed by such insurer under the GM Policies, as applicable, including the duty to settle, together with any extra contractual or tort claim arising therefrom, including bad faith, breach of implied covenant of good faith and fair dealing, fraud, or violation of any statutory or common law duty owed by the insurer under the GM Policies, as applicable, and all with respect to a particular item of loss under the GM Policies.

120. “GM Policies” means the General Motors Combined Specialty Insurance Program 12/15/00 – 12/15/03, with the policy numbers as set forth in the Plan Supplement.

121. “GMACM” means GMAC Mortgage, LLC.

122. “GMACM Debtors” means each of following Debtor subsidiaries of GMACM Holding: GMACM; ditech, LLC; ETS; ETS of Virginia, Inc.; ETS of Washington, Inc.; GMAC Mortgage USA Corporation; GMAC RH Settlement Services, LLC; GMACM Borrower LLC; GMACM REO LLC; GMACR Mortgage Products, LLC; Home Connects Lending Services, LLC; Ladue Associates, Inc.; Passive Asset Transactions, LLC; PATI A, LLC; PATI B, LLC; PATI Real Estate Holdings, LLC; Residential Consumer Services of Alabama, LLC; Residential Consumer Services of Ohio, LLC; Residential Consumer Services of Texas, LLC; Residential Consumer Services, LLC; and Residential Mortgage Real Estate Holdings, LLC.

123. “GMACM Debtors Unit Distribution” means 27,045,339 Units, representing 27.05% of the Total Initial Units Outstanding, subject to the adjustment as provided in Article IV.J.

124. “GMACM Holding” means GMAC Residential Holding Company, LLC.

125. “GMACM Pool” has the meaning set forth in Article IV.C.2(a).

126. “GMACM Unsecured Claims” means the RMBS Trust Claims and General Unsecured Claims, in each case, against the GMACM Debtors.

127. “GMACM Weighted Claim” has the meaning set forth in Article IV.C.3(c).

128. “GNBT” means Guaranty National Bank of Tallahassee.

129. “Governmental Unit” means “governmental unit” as such term is defined in section 101(27) of the Bankruptcy Code.

130. “HSBC” means HSBC Bank USA, N.A. solely in its capacity as trustee in respect of certain of the RMBS Trusts.

131. “Impaired” means, with respect to any Class, a Class that is impaired as set forth in section 1124 of the Bankruptcy Code.

132. “Indenture Trustees” means the Junior Secured Notes Indenture Trustee and the Senior Unsecured Notes Indenture Trustee.

133. “Indentures” means the Junior Secured Notes Indenture and the Senior Unsecured Notes Indenture.

134. “Initial Unit Distribution Date” means the date on which the Liquidating Trust makes, or causes to be made, the initial distribution of Units.

135. “Initial Unit Distribution Record Date” means the date as of which the Disputed Claims are to be estimated pursuant to the motion for an order establishing the Disputed Claims Reserve with respect to unliquidated and/or Disputed Claims, 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.

136. “Institutional Investors” means the Steering Committee Consenting Claimants and the Talcott Franklin Consenting Claimants.

137. “Insured Exception” has the meaning set forth in Article IV.C.

138. “Insured RMBS Trust” means any RMBS Trust that has an insurance policy with a Monoline.

139. “Intercompany Balance” means any prepetition Claim of a Debtor against another Debtor, or any prepetition Claim held by a Non-Debtor Subsidiary against a Debtor, including any subrogation claims and fraudulent conveyance claims related to the forgiveness of intercompany debt, and any other subrogation claims owed by any Debtor to any other Debtor. For the avoidance of doubt, Intercompany Balances do not include any Claim that Ally may assert against a Debtor.

140. “Intercreditor Agreement” means the intercreditor agreement, dated as of June 6, 2008, by and among WFB, GMAC LLC, USB, RFC, GMACM, ResCap, Homecomings Financial, LLC, GMAC-RFC Holding Company, LLC, GMAC Residential Holding Company, LLC, GMAC Model Home Finance, LLC, Developers of Hidden Springs, LLC, DOA Holding Properties, LLC, RFC Asset Holdings II, LLC, Passive Asset Transactions, LLC, Residential Mortgage Real Estate Holdings, LLC, Residential Funding, Real Estate Holdings, LLC, Homecomings Financial Real Estate Holdings, LLC and Equity Investment I, LLC [Docket No. 1866, Ex. A].

141. “Investor” means a current or former holder of RMBS, in such capacity.

142. “JSN Adversary Proceeding” means the adversary proceeding which consolidates the adversary proceeding commenced against the Junior Secured Noteholders by the Creditors’ Committee in the proceeding *Official Committee of Unsecured Creditors v. UMB Bank, N.A. et al.*, Case No. 13-01277(MG) and the adversary proceeding commenced by the Debtors in the proceeding *Residential Capital, et al. v. UMB Bank, N.A.*, Case No. 13-01343(MG) seeking a determination of the Allowed amount and collateral of the Junior Secured Notes Claims.

143. “Junior Secured Noteholders” means the holders of Junior Secured Notes.

144. “Junior Secured Notes” means the 9.625% junior secured notes due 2015 issued by ResCap pursuant to the Junior Secured Notes Indenture.

145. “Junior Secured Notes Claim” means the Junior Secured Notes Secured Claim and the Junior Secured Notes Deficiency Claim, if any.

146. “Junior Secured Notes Collateral Agent” means Wells Fargo Bank, N.A., as collateral agent and collateral control agent under the Junior Secured Notes Security Agreement, together with its respective successors and assigns in such capacity.

147. “Junior Secured Notes Collateral Agent Fees and Expenses” means the reasonable compensation, fees, expenses, liabilities, disbursements and indemnity claims, including, without limitation, attorneys’ and agents’ fees, expenses and disbursements, incurred by the Junior Secured Notes Collateral Agent, whether prior to or after the Petition Date and whether prior to or after the consummation of the Plan.

148. “Junior Secured Notes Deficiency Claim” means the unsecured portion of the Claims of the Junior Secured Noteholders under the Junior Secured Notes Indenture as determined by the JSN Adversary Proceeding.

149. “Junior Secured Notes Distribution Record Date” means the date on which the distributions under this Plan on account of the Junior Secured Notes Claim are made to the Junior Secured Notes Indenture Trustee.

150. “Junior Secured Notes Indenture” means that certain Indenture, dated as of June 6, 2008, among ResCap, as issuer, GMAC Holding, GMAC-RFC Holding Company, LLC, GMACM, RFC, and Homecoming Financial, LLC as guarantors, and the Junior Secured Notes Indenture Trustee.

151. “Junior Secured Notes Indenture Trustee” means UMB Bank, N.A., as indenture trustee or successor indenture trustee under the Junior Secured Notes Indenture, together with its respective successors and assigns in such capacity.

152. “Junior Secured Notes Indenture Trustee Charging Lien” means any Lien or other priority in payment to which the Junior Secured Notes Indenture Trustee is entitled, pursuant to the Junior Secured Notes Indenture, against distributions to be made to holders of Junior Secured Notes Claims for payment of any Junior Secured Notes Indenture Trustee Fees and Junior Secured Notes Collateral Agent Fees and Expenses.

153. “Junior Secured Notes Indenture Trustee Fees” means the reasonable compensation, fees, expenses, liabilities, disbursements and indemnity claims, including, without limitation, attorneys’ and agents’ fees, expenses and disbursements, incurred by the Junior Secured Notes Indenture Trustee, whether prior to or after the Petition Date and whether prior to or after the consummation of the Plan.

154. “Junior Secured Notes Secured Claim” means the portion of the Claims of the Junior Secured Noteholders under the Junior Secured Notes Indenture that is a Secured Claim as determined by the JSN Adversary Proceeding.

155. “Junior Secured Notes Security Agreement” means that certain Amended and Restated Third Priority Pledge and Security Agreement and Irrevocable Proxy, dated as of December 30, 2009, among ResCap and certain of its affiliates, the Junior Secured Notes Indenture Trustee and the Junior Secured Notes Collateral Agent.

156. “Kessler Class Action” means the consolidated class action entitled *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.

157. “Kessler Class Claimants” means the putative class of Persons represented in the Kessler Class Action, asserting claims against the Debtors.

158. “Kessler Settlement Agreement” means that certain Settlement Agreement between the Debtors and the representatives of the Kessler Class Claimants, attached as Exhibit 5 to the *Joint Motion Pursuant to 11 U.S.C. 105 and Fed. R. Bankr. P. 7023 and 9019 for an Order (1) Granting Class Certification for Purposes of Settlement Only, (2) Appointment Class Representative and Class Counsel for Purposes of Settlement Only, (3) Preliminarily Approving the Settlement Agreement Between Plaintiffs, On Their Own Behalf and On Behalf of the Class of Similarly Situated Persons, and the Debtors, (4) Approving the Form and Manner of Notice to the Class, (5) Scheduling a Fairness Hearing to Consider Approval of the Settlement on a Final Basis and Related Relief and (6) Approving the Settlement Agreement on a Final Basis and Granting Related Relief* [Docket No. 4451].

159. “Kessler Settlement Approval Orders” means the preliminary and final orders approving the certification of the Kessler Class Claimants as a settlement class under Bankruptcy Rule 7023 and approving the Kessler Settlement Agreement under section 105(a) of the Bankruptcy Code and Bankruptcy Rules 9019 and 7023.

160. “Kessler Settlement Class” means the settlement class comprised of the Kessler Class Claimants certified pursuant to the Kessler Settlement Approval Orders.

161. “LDTC” means Law Debenture Trust Company of New York solely in its capacity as separate trustee in respect of certain of the RMBS Trusts.

162. “Lien” means a “lien” as such term is defined in section 101(37) of the Bankruptcy Code.

163. “Liquidating Trust” means that certain Delaware statutory trust continued on or about the Effective Date as successor by conversion of a common law trust in accordance with the provisions of Article VI of the Plan and the Liquidating Trust Agreement.

164. “Liquidating Trust Expenses Set Aside” means an amount of Cash or other assets 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, including costs, fees, and expenses of the Estates payable after the Effective Date.

165. “Liquidating Trust Agreement” means that certain trust agreement, the form of which shall be included in the Plan Supplement, that, among other things: (a) establishes and governs the Liquidating Trust; (b) describes the powers, duties and responsibilities of the Liquidating Trustees; and (c) provides for the liquidation and distribution of proceeds of the Liquidating Trust Assets.

166. “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.

167. “Liquidating Trust Board” means the board of trustees appointed to oversee the administration of the Liquidating Trust and the disposition of the Liquidating Trust Assets. The identities of the Persons to serve on the Liquidating Trust Board as of the Effective Date will be set forth in the Plan Supplement.

168. “Liquidating Trust Budget” means the annual budget of expenses for administering the Liquidating Trust.

169. “Liquidating Trust Causes of Action” means the Claims and Causes of Action transferred to the Liquidating Trust on the Effective Date, including those Claims and Causes of Action set forth in the Plan Supplement.

170. “Liquidating Trust Management” means those Persons designated by the Liquidating Trust Board to manage the Liquidating Trust. The identities of the Persons to serve as Liquidating Trust Management as of the Effective Date will be set forth in the Plan Supplement.

171. “Liquidating Trust Unit Beneficiaries” means (i) the holders of ResCap Unsecured Claims, GMACM Unsecured Claims, and RFC Unsecured Claims (in each case, whether Allowed or Disputed), other than holders of RMBS Trust Claims and ETS Unsecured Claims, (ii) the RMBS Claims Trust, and (iii) the Private Securities Claims Trust (and those Private Securities Claimants holding Units). For the avoidance of doubt, Liquidating Trust Unit Beneficiaries includes Wilmington Trust, on behalf of the Senior Unsecured Noteholders, until such time as Wilmington Trust causes the distribution of Units received by it to the Senior Unsecured Noteholders.

172. “Liquidating Trustee” means a member of the Liquidating Trust Board.

173. “Loan Group” means any group of loans established by the governing agreements for an RMBS Trust so that only a particular class or classes of securities issued by such RMBS Trust benefit from the proceeds of such loans.

174. “MassMutual” means Massachusetts Mutual Life Insurance Company and its subsidiaries and affiliates.

175. “MBIA” means MBIA Insurance Corporation and its subsidiaries and affiliates but excluding Cutwater Holdings, LLC and its subsidiaries Cutwater Investor Services Corp., Cutwater Asset Management Corp. and Trifinium Advisors (UK) Limited.

176. “Misdirected Funds” means the approximately \$2.6 million of funds that were misdirected to the Debtors’ tri-party account with Bank of New York Mellon prior to the Petition Date.

177. “Moelis” means Moelis & Company LLC.

178. “Monolines” means FGIC, MBIA, and the other insurers who provided financial guaranty insurance policies insuring amounts payable to RMBS in connection with certain of the RMBS Trusts, but does not include insurers of particular mortgage loans or groups of mortgage loans held by an RMBS Trust, for the purposes of the RMBS Trust Allocation Protocol.

179. “Monoline Claims Settlement” means the settlement of the Allowed amount and allocation among Debtor Groups of the Claims held by MBIA, and FGIC.

180. “Monoline Reservation” means the reservation of rights of each Insured RMBS Trustee (excluding the RMBS Trusts insured by FGIC) as set forth in Article IV herein.

181. “NJ Carpenters Approval” means the approvals of the NJ Carpenters Settlement from the Bankruptcy Court (which may be the Confirmation Order or a separate order of the Bankruptcy Court), and the District Court.

182. “NJ Carpenters Claims” means any and all claims, demands, rights, liabilities, and causes of action of every nature and description, known or Unknown, suspected or unsuspected, contingent or non-contingent, matured or unmatured, whether or not concealed or hidden, which now exist, or heretofore have existed, whether arising under federal, state, common, or foreign law, that any NJ Carpenters Class Member (a) asserted in the NJ Carpenters Class Action, or (b) could have asserted in any forum arising from or related in any way to the acts, failures to act, transactions, facts, events, matters, disclosures, statements, occurrences, representations, or omissions asserted or that could have been asserted in the NJ Carpenters Class Action against the NJ Carpenters Released Parties. Notwithstanding the foregoing, “NJ Carpenters Claims” shall not include (a) any rights or claims against the Debtors that any NJ Carpenters Class Member may possess or be entitled to as a holder of RMBS pursuant to the RMBS Trust Settlement or any other distribution in the Plan in connection with the claims asserted in connection with the RMBS Trust Settlement, or (b) claims against any NJ Carpenters Non-Settling Defendant.

183. “NJ Carpenters Claims Distribution” means a distribution in the amount of \$100 million in Cash in full and final satisfaction of the NJ Carpenters Claims, on terms as set forth in the NJ Carpenters Settlement.

184. “NJ Carpenters Class Action” means the class action entitled *New Jersey Carpenters Health Fund, et al. v. Residential Capital, LLC, et al.*, Civ. No. 08-8781(HB) pending in the District Court.

185. “NJ Carpenters Class Members” means the named plaintiffs in the NJ Carpenters Class Action and all other persons or entities who purchased or otherwise acquired beneficial interests in any of the following pass-through certificates and who were

allegedly damaged thereby: RALI Series 2007-QS1, RALI Series 2007-QO4, RALI Series 2007-QH4, RALI Series 2006-QO7, RALI Series 2007-QS5, RALI Series 2006-QS7, RALI Series 2007-QO2, RALI Series 2006-QS11, RALI Series 2007-QS4, RALI Series 2006-QA4, RALI Series 2006-QA6, RALI Series 2006-QA7, RALI Series 2006-QA8, RALI Series 2006-QA10, RALI Series 2006-QA11, RALI Series 2007-QA1, RALI Series 2007-QA2, RALI Series 2007-QO3, RALI Series 2007-QA3, RALI Series 2007-QA5, RALI Series 2007-QH8, RALI Series 2007-QH9, RALI Series 2007-QO5, RALI Series 2007-QS11, RALI Series 2007-QS6, RALI Series 2006-QS8, RALI Series 2006-QS9, RALI Series 2007-QS7, RALI Series 2007-QH2, RALI Series 2007-QH5, RALI Series 2007-QH6, RALI Series 2006-QS18, RALI Series 2006-QO10, RALI Series 2006-QO3, RALI Series 2006-QO6, RALI Series 2007-QH3, RALI Series 2007-QS2, RALI Series 2006-QO9, RALI Series 2006-QO8, RALI Series 2006-QO5, RALI Series 2006-QA5, RALI Series 2006-QA9, RALI Series 2006-QH1, RALI Series 2006-QO4, RALI Series 2006-QS5, RALI Series 2006-QS16, RALI Series 2006-QS17, RALI Series 2007-QH1, RALI Series 2007-QO1, RALI Series 2007-QS3, RALI Series 2007-QA4, RALI Series 2007-QH7, RALI Series 2007-QS8, RALI Series 2007-QS10, RALI Series 2006-QS12, RALI Series 2006-QS13, RALI Series 2006-QS6, RALI Series 2007-QS9 and RALI Series 2006-QS15. Notwithstanding the foregoing, “NJ Carpenters Class Members” shall not include (a) the NJ Carpenters Class Opt-Outs, (b) the Private Securities Claimants, or (c) the NJ Carpenters Defendants, and their respective officers, affiliates and directors at all relevant times, members of their immediate families and their legal representatives, executors, estates, administrators, successors and assigns, insurers, or any entity in which any defendants have or had a controlling interest, provided that any investment company or pooled investment fund (including, but not limited to, mutual fund families, exchange-traded funds, fund of funds, and hedge funds) in which any of the NJ Carpenters Defendants have or may have a direct or indirect interest, or as to which its affiliates may act as investment advisors, but in which any of the NJ Carpenters Defendants or any of their respective affiliates is not a majority owner or does not hold a majority beneficial interest, shall not be deemed an excluded person or entity by definition.

186. “NJ Carpenters Class Opt-Outs” means any persons or entities who exclude themselves from the NJ Carpenters Class Action and the NJ Carpenters Settlement in the manner contemplated by the NJ Carpenters Notice.

187. “NJ Carpenters Defendants” means the NJ Carpenters Non-Settling Defendants and the NJ Carpenters Settling Defendants.

188. “NJ Carpenters Non-Settling Defendants” means Goldman, Sachs & Co., Deutsche Bank Securities Inc., Citigroup Global Markets Inc., and UBS Securities LLC, as well as any other defendant(s) later brought into the NJ Carpenters Class Action (not including the NJ Carpenters Released Parties).

189. “NJ Carpenters Notice” means the Notice of Pendency of Class Action and Proposed Settlement, Settlement Fairness Hearing and Motion for Reimbursement of Litigation Expenses, attached as Exhibit A-1 to the NJ Carpenters Settlement.

190. “NJ Carpenters Plan of Allocation” means the plan of allocation for the NJ Carpenters Claims Distribution to be approved by and under the jurisdiction of the District Court.

191. “NJ Carpenters Released Parties” means (a) the NJ Carpenters Settling Defendants, and (b) with respect to each of the foregoing, as applicable, their parents, subsidiaries, and affiliates and all of their respective past, current, and future respective directors, officers, employees, partners, insurers, co-insurers, reinsurers, agents, controlling shareholders, shareholders, attorneys, accountants, auditors, advisors, investment advisors, personal or legal representatives, predecessors, successors, divisions, joint ventures, assigns, spouses, heirs, related or affiliated entities, and any entity in which any NJ Carpenters Released Party has a controlling interest, and all of their respective property. For the avoidance of doubt, the insurers, co-insurers, and reinsurers listed above do not include the insurers that issued the GM Policies in their capacity as insurers under the GM Policies.

192. “NJ Carpenters Settlement” means the Stipulation and Agreement of Settlement with Certain Defendants, dated as of June 14, 2013, by and among the lead plaintiffs in the NJ Carpenters Class Action and the NJ Carpenters Released Parties, which is subject to the NJ Carpenters Approval.

193. “NJ Carpenters Settling Defendants” means Residential Capital, LLC, Residential Funding Company, LLC, Residential Accredited Loans, Inc., Bruce J. Paradis, Kenneth M. Duncan, Davee L. Olson, Ralph T. Flees, Lisa R. Lundsten, James G. Jones, David M. Bricker, James N. Young and Ally Securities.

194. “Non-Debtor Subsidiaries” means Canada Mortgage Acceptance Corporation; Cap Re of Vermont, LLC; Foreign Obligation Exchange, Inc. 2003-H11; Foreign Obligation Exchange, Inc. 2003-H12; Foreign Obligation Exchange, Inc. 2003-H14; Foreign Obligation Exchange, Inc. 2004-H11; Foreign Obligation Export, Inc.; Flume (No. 8) Limited; GMAC Residential Funding of Canada Limited; GMAC-RFC Auritec, S.A.; GMAC-RFC Espana Hipotecas SL; GMAC-RFC Europe Limited; GMAC-RFC Holdings Limited; GMAC-RFC Property Finance Limited; Investments B.V. GXI; Investments B.V. GXII; Phoenix Residential Securities, LLC; PreEmac 2 NL B.V.; and Viaduct (No. 7) Limited.

195. “Ocwen” means Ocwen Loan Servicing, LLC.

196. “Ocwen APA” means that certain Asset Purchase Agreement, dated as of November 2, 2012, as amended and supplemented, entered into by and among Ocwen, ResCap, RFC, GMACM, ETS, ETS of Washington, Inc., EPRE LLC, GMACM Borrower LLC and RFC Borrower LLC [Docket No. 2246, Ex. 1].

197. “Order of Assessment” means the Order of Assessment of a Civil Money Penalty Issued Upon Consent Pursuant to the Federal Deposit Insurance Act, as amended, dated February 10, 2012.

198. “Original RMBS Settlement Agreements” means, collectively, the Third Amended and Restated RMBS Trust Settlement Agreement between the Debtors and the Steering Committee Consenting Claimants, and the Third Amended and Restated RMBS

Trust Settlement Agreement between the Debtors and the Talcott Franklin Consenting Claimants, filed with the Bankruptcy Court on March 15, 2013, as Exhibits 1 and 2, respectively to the *Declaration of LaShann M. DeArcy in further support of Debtors Motion Pursuant to Fed. R. Bankr. P. 9019 for Approval of the RMBS Settlement Agreements* [Docket No. 3220].

199. “Original Settling RMBS Trusts” means those 392 RMBS Trusts covered in the Original RMBS Settlement Agreements.

200. “Other Priority Claim” means any Claim other than an Administrative Claim or Priority Tax Claim that is entitled to priority in payment pursuant to section 507(a) of the Bankruptcy Code.

201. “Other Secured Claim” means any Secured Claim other than a Junior Secured Notes Secured Claim.

202. “Paulson” means funds and accounts managed by Paulson & Co. Inc.

203. “Paydown Order” means the *Order Granting Debtors’ Amended Motion for Entry Under 11 U.S.C. §§ 105 and 363 Authorizing the Debtors to Satisfy Certain Secured Claims* [Docket No. 3967].

204. “Pension Plan” has the meaning set forth in Article IX.E.

205. “Person” means a “person” as such term is defined in section 101(41) of the Bankruptcy Code.

206. “Petition Date” means May 14, 2012.

207. “Phase I” means the first phase of the JSN Adversary Proceeding.

208. “Plan” means this Joint Chapter 11 Plan proposed by Residential Capital, LLC, *et al.* and the Official Committee of Unsecured Creditors, including all exhibits, addenda, schedules or other attachments hereto, and the Plan Supplement, each of which is incorporated herein by reference, as may be amended, modified, or supplemented from time to time in accordance with the Plan Support Agreement.

209. “Plan Documents” means, collectively, the Plan, including all exhibits thereto and the Plan Supplement, the Disclosure Statement and the Confirmation Order.

210. “Plan Proponents” means the Debtors and the Creditors’ Committee.

211. “Plan Supplement” means a compilation of documents and forms of documents, schedules, and exhibits to the Plan to be Filed on notice to parties-in-interest, and additional documents filed as supplements or amendments to the Plan Supplement including the following: (i) the Assumption Schedule, (ii) the Liquidating Trust Agreement, (iii) the RMBS Claims Trust Agreement, (iv) the Borrower Claims Trust Agreement, (v) the Private Securities Claims Trust Agreement, (vi) the identities of the initial Liquidating Trust

Board, (vii) the identities of the initial Liquidating Trust Management, (viii) the identity of the Borrower Claims Trustee and the initial members of the Borrower Claims Trust Committee, (ix) the identity of the Private Securities Claims Trustee, (x) the amount of the Borrower Trust True-Up, (xi) a cooperation agreement by and between the Liquidating Trustee and the Kessler Settlement Class, (xii) the policy numbers for the GM Policies, (xiii) the Liquidating Trust Causes of Action, (xiv) the stipulated amounts of the Allowed Fee Claim, (xv) the Borrower-Related Causes of Action, (xvi) updated RMBS Trust Claims Schedules, (xvii) estimated Ally Contract Claims, (xviii) the identity of the RMBS Claims Trust Trustees, (xix) 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; and (xx) an initial list of Claims proposed to be subordinated under the Plan. The Plan Proponents shall File the Assumption Schedule no later than twenty-one (21) days before the commencement of the Confirmation Hearing, and the remainder of the substantially complete versions of the materials comprising the Plan Supplement no later than ten (10) days prior to the deadline to object to the Plan or such later date as may be approved by the Bankruptcy Court, except as otherwise provided under the Plan.

212. “Plan Support Agreement” means the agreement to support the Plan together with all exhibits attached thereto, including the term sheets, dated as of May 13, 2013, by and among the Debtors, Ally, the Creditors’ Committee, and the Consenting Claimants, as the same may be amended or modified in accordance with its terms. [Docket No. 3814, Ex. 3].

213. “Plan Trustees” means, collectively, the Liquidating Trustees, the RMBS Claims Trust Trustees, the Borrower Claims Trustee, and the Private Securities Claims Trustee.

214. “Plan Trusts” means, collectively, the Liquidating Trust, the RMBS Claims Trust, the Borrower Claims Trust, and the Private Securities Claims Trust.

215. “Postpetition Intercompany Balances” means any Claim against a Debtor held by another Debtor based on “Intercompany Transactions” arising pursuant to the Cash Management Order, which Claim is, pursuant to the Cash Management Order, accorded administrative expense status and priority of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code.

216. “Priority Tax Claim” means any Claim of a Governmental Unit of the kind specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code, and any secured tax claim arising under section 506(a) or 506(b) of the Bankruptcy Code.

217. “Private Securities Claimants” means (i) AIG, (ii) Allstate, (iii) Asset Management Funds d/b/a AMF Funds, AMF Intermediate Mortgage Fund, AMF Ultra Short Mortgage Fund, (iv) Bank Hapoalim B.M., (v) Cambridge Place Investment Management, Inc., in two capacities based on separate actions, (vi) Deutsche Zentra-Genossenschaftsbank, New York Branch, d/b/a DZ Bank AG, New York, DH Holding Trust, (vii) Federal Home Loan Bank of Boston, (viii) Federal Home Loan Bank of Chicago, (ix) Federal Home Loan Bank of Indianapolis, (x) HSH Nordbank AG, HSH Nordbank AG Luxembourg Branch,

HSH Nordbank AG New York Branch, HSH Nordbank Securities S.A., (xi) Huntington Bancshares Inc., (xii) IKB Deutsche Industriebank AG, IKB International S.A. in liquidation, (xiv) John Hancock Life Insurance Company (U.S.A.), (xv) MassMutual, (xv) Principal Life Insurance Company, Principal Funds, Inc., Principal Variable Contracts Funds, Inc., (xvi) Prudential, (xvii) Sealink Funding Limited, (xviii) Stichting Pensioenfonds ABP, (xix) The Union Central Life Insurance Company/Ameritas Life Insurance Corp./Acacia Life Insurance Company, and (xx) 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., all in their capacity as holders of Private Securities Claims.

218. “Private Securities Claims” means those securities litigation claims against the Debtors, including claims against the Debtors and Ally, arising from the purchase or sale of RMBS, held by the Private Securities Claimants.

219. “Private Securities Claims Trust” means the trust established for the benefit of the holders of the Private Securities Claims.

220. “Private Securities Claims Trust Agreement” means that certain trust agreement, the form of which shall be included in the Plan Supplement, that, among other things, sets forth the criteria, methodology and procedures for making distributions to holders of Private Securities Claims.

221. “Private Securities Claims Trust Unit Distribution” means the number of Units to be issued by the Liquidating Trust to the Private Securities Claims Trust on the Initial Unit Distribution Date, which shall equal 9,545,578 Units, representing 9.55% of the Total Initial Units Outstanding, subject to the adjustment as provided in Article IV.J.

222. “Private Securities Claims Trustee” means the Person selected to serve as trustee of the Private Securities Claims Trust. The identity of the Person to serve as the Private Securities Claims Trustee as of the Effective Date will be set forth in the Plan Supplement.

223. “Pro Rata Share” means, with respect to any Claim, at any time, the proportion that the amount of such Claim in a particular Class or group of Classes bears to the aggregate amount of all Claims (including Disputed Claims) in such Class or group of Classes, unless in each case the Plan provides otherwise. The amount of a Disputed Claim shall be the amount of such Claim as estimated in accordance with the provisions of Article VIII.D, and as such definition is used in Article III.D.1(d), Article III.D.2(d) and Article III.D.3(d), the Claim amounts shall be determined as of the Initial Unit Distribution Record Date.

224. “Pro Rata Unit Share” means, with respect to a Unitholder at any time, the fraction (which may be expressed as a percentage) equal to the number of Units held by such Unitholder divided by the Total Units Outstanding at that time.

225. “Professional” means any Person or Entity: (a) employed in the Chapter 11 Cases under a Final Order in accordance with sections 327, 328 or 1103 of the Bankruptcy

Code and compensated for services rendered prior to or on the Effective Date under sections 327, 328, 329, 330, or 331 of the Bankruptcy Code or (b) for which the Bankruptcy Court has allowed compensation and reimbursement under section 503(b)(4) of the Bankruptcy Code.

226. “Professional Claim” means a Claim by a Professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred from and after the Petition Date through and including the Effective Date under sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code.

227. “Proof of Claim” means a written proof of Claim Filed against any Debtor in the Chapter 11 Cases.

228. “Prudential” means Prudential Insurance Company of America and its subsidiaries and affiliates.

229. “Recognized Additional R+W Claims” has the meaning set forth in Article IV.C.3.a.ii.2.

230. “Recognized Cure Claims” has the meaning set forth in Article IV.C.3.a.i.

231. “Recognized Original R+W Claims” has the meaning set forth in Article IV.C.3.a.ii.1.

232. “Recognized RMBS Claims” means (i) Recognized Cure Claims, (ii) Recognized Original R+W Claims, (iii) Recognized Additional R+W Claims, and (iv) Recognized Unsecured Servicing Claims.

233. “Recognized Unsecured Servicing Claims” has the meaning set forth in Article IV.C.3.a.iii.

234. “Registered Holder” means the registered holders of the Junior Secured Notes and the Senior Unsecured Notes issued pursuant to the Indentures.

235. “Rejection Damages Claim Bar Date” means the date that is (a) with respect to an Executory Contract or Unexpired Lease that is rejected pursuant to the Plan, forty-five (45) days after the Effective Date, or (b) with respect to an Executory Contract or Unexpired Lease that is otherwise rejected, the applicable bar date established by the Bar Date Order or other order of the Bankruptcy Court.

236. “Released Claims” means Claims, Equity Interests, Causes of Action or liabilities that: (i) have been discharged, terminated, or satisfied pursuant to the terms of the Plan; (ii) have been released pursuant to the Plan; or (iii) are subject to exculpation pursuant to the Plan.

237. “Released Party” means the Liquidating Trust, and each Ally Released Party, Debtor Released Party, and Exculpated Party, or the property or Estate of any Entity so released, discharged or exculpated.

238. “REMIC” means a real estate mortgage investment conduit as defined in section 860D(a) of the Tax Code.

239. “Representatives” means a person’s or entity’s former and current officers, former and current directors, former and current principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, and other professionals, each solely in its capacity as such; provided, that in the case of Ally and the Debtors, “Representatives” shall not include an underwriter that is unaffiliated with Ally or the Debtors against which an Investor has a pending or tolled Cause of Action. For the avoidance of doubt, Lewis Kruger shall be deemed to be a Representative of the Debtors.

240. “ResCap” means Residential Capital LLC.

241. “ResCap Debtors” means ResCap, GMACM Holding, and RFC Holding.

242. “ResCap Debtors Unit Distribution” means 30,413,337 Units, representing 30.41% of the Total Initial Units Outstanding, subject to the adjustment as provided in Article IV.J.

243. “ResCap Unsecured Claims” means the Senior Unsecured Notes Claims and General Unsecured Claims, in each case against the ResCap Debtors.

244. “Revolving Credit Facility” means that certain Amended and Restated Credit Agreement, dated as of December 30, 2009 (as amended, supplemented or otherwise modified), by and among AFI as initial lender and agent, Wells Fargo, N.A. as first priority collateral agent, RFC and GMACM as borrowers, and ResCap and certain other affiliates of the borrowers as guarantors.

245. “Revolving Credit Facility Claims” means any Claim held by Ally for default interest or fees under the Revolving Credit Facility.

246. “RFC” means Residential Funding Company, LLC.

247. “RFC Debtors” means each of the following Debtor subsidiaries of RFC Holding: RFC; DOA Holding Properties, LLC; DOA Properties IX (Lots-Other), LLC; EPRE LLC; Equity Investment I, LLC; GMAC Model Home Finance I, LLC; HFN REO SUB II, LLC; Homecomings Financial Real Estate Holdings, LLC; Homecomings Financial, LLC; RAHI A, LLC; RAHI B, LLC; RAHI Real Estate Holdings, LLC; RCSFJV2004, LLC; Residential Accredit Loans, Inc.; Residential Asset Mortgage Products, Inc.; Residential Asset Securities Corporation; Residential Funding Mortgage Exchange, LLC; Residential Funding Mortgage Securities I, Inc.; Residential Funding Mortgage Securities II, Inc.; Residential Funding 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.

248. “RFC Debtors Unit Distribution” means 32,995,746 Units, representing 33.00% of the Total Initial Units Outstanding, subject to the adjustment as provided in Article IV.J.

- 249.** “RFC Holding” means GMAC-RFC Holding Company, LLC.
- 250.** “RFC Pool” has the meaning set forth in Article IV.C.2(a).
- 251.** “RFC Unsecured Claims” means the RMBS Trust Claims and General Unsecured Claims, in each case against the RFC Debtors.
- 252.** “RFC Weighted Claim” has the meaning set forth in Article IV.C.3(d).
- 253.** “RMBS” means residential mortgage-backed securities, notes and certificates issued by the RMBS Trusts.
- 254.** “RMBS Claims Trust” means the trust established for the benefit of the RMBS Trusts that have Recognized RMBS Claims, which shall be treated by all parties, including, without limitation, the Debtors, the RMBS Claims Trust Trustees, and the RMBS Trustees as a “qualified settlement fund” within the meaning of 468B of the Tax Code and the Treasury Regulations thereunder.
- 255.** “RMBS Claims Trust Agreement” means that certain trust agreement, the form of which shall be included in the Plan Supplement, that, among other things, sets forth the criteria, methodology and procedures for making distributions to RMBS Trusts having Recognized RMBS Claims.
- 256.** “RMBS Claims Trust Trustees” means the Persons selected to serve as trustees of the RMBS Claims Trust, which may be one or more of the RMBS Trustees. The identity of the Persons to serve as the RMBS Claims Trustees as of the Effective Date will be set forth in the Plan Supplement.
- 257.** “RMBS Cure Claims” means all claims of RMBS Trusts against the Debtors other than RMBS R+W Claims, including, without limitation, all claims of RMBS Trusts against the Debtors based on servicing obligations and other obligations of the Debtors as servicers and otherwise that were outstanding as of the date of the closing of the sale of the Debtors’ servicing platform to Ocwen, that became due and owing after such closing date, or that become due and owing, as a result of pre-closing actions of the Debtors as servicers and were required to be cured prior to the assumption and assignment to Ocwen pursuant to section 365(b)(1)(A) of the Bankruptcy Code.
- 258.** “RMBS R+W Claims” means claims of the RMBS Trusts against the Debtors arising from any obligations or liability in respect of the origination and sale of mortgage loans to the RMBS Trusts.
- 259.** “RMBS Settlement” means, as part of the Global Settlement, the settlement that provides for the allowance, priority, and allocation of the RMBS Trust Claims, through approval of the Original RMBS Settlement Agreements as expanded, modified and superseded as set forth in Article IV.C of the Plan.
- 260.** “RMBS Trust Allocation Protocol” means the provisions set forth in Article IV.C.3 of the Plan.

261. “RMBS Trust Claims” means all the claims, including RMBS Cure Claims and RMBS R+W Claims, of the RMBS Trusts against the Debtors which shall be Allowed under Article IV.C.2(a) of the Plan as non-subordinated unsecured Claims.

262. “RMBS Trust Claims Schedules” means Schedules 1-G, 1-R, 2-G, 2-R, 3-G, 3-R, 4-G and 4-R attached to the Plan, as amended and restated when filed as part of the Plan Supplement, and as updated as of the Effective Date as contemplated by Article IV.C.

263. “RMBS Trusts” means all residential mortgage backed securitization trusts, net interest margin trusts and similar residential mortgage backed trusts for which the Debtors act as sponsor, depositor, servicer, master servicer or in similar capacities, or a Loan Group in such RMBS Trust, as applicable.

264. “RMBS Trustees” means BNY Mellon, DB, USB, HSBC, LDTC, and WFB.

265. “Schedules” means the Debtors’ schedules of assets and liabilities and statements of financial affairs, Filed under section 521 of the Bankruptcy Code and the Bankruptcy Rules, as amended, supplemented, or modified.

266. “Secured Claim” means any Claim that is (a) secured by a Lien on collateral, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Court order, to the extent of the value of such collateral, as determined in accordance with section 506(a) of the Bankruptcy Code, or (b) subject to a valid right of setoff under section 553 of the Bankruptcy Code.

267. “Senior Unsecured Noteholders” means the beneficial holders of Senior Unsecured Notes.

268. “Senior Unsecured Notes” means the United States dollar denominated notes maturing between June 2012 and June 2015, euro denominated notes that matured in May 2012, and U.K. sterling denominated notes maturing between May 2013 and July 2014, each issued by ResCap pursuant to the Senior Unsecured Notes Indenture.

269. “Senior Unsecured Notes Claim” means any Claim under or evidenced by the Senior Unsecured Notes, which shall be deemed Allowed against the ResCap Debtors in an amount of \$1,003,327,213.90.

270. “Senior Unsecured Notes Indenture” means that certain Indenture, dated as of June 24, 2005, between ResCap, any guarantors party thereto, and the Senior Unsecured Notes Indenture Trustee, as supplemented from time to time.

271. “Senior Unsecured Notes Indenture Trustee” means Wilmington Trust, as successor indenture trustee with respect to the Senior Unsecured Notes, and as paying agent, calculation agent and registrar with respect to the United States Dollar Senior Unsecured Notes, under the Senior Unsecured Notes Indenture, together with its respective successors and assigns in such capacity.

272. “Senior Unsecured Notes Indenture Trustee Charging Lien” means the Liens and other priority in payment and rights available to the Senior Unsecured Notes Indenture Trustee under the Senior Unsecured Notes Indenture or otherwise available to the Senior Unsecured Notes Indenture Trustee under applicable law, for the payment of Senior Unsecured Notes Indenture Trustee Fees and Expenses.

273. “Senior Unsecured Notes Indenture Trustee Fees and Expenses” means the reasonable fees, costs, expenses and indemnity claims of the Senior Unsecured Notes Indenture Trustee, including, but not limited to, the fees, costs and expenses of the Senior Unsecured Notes Indenture Trustees’ counsel and financial advisors.

274. “Senior Unsecured Notes Indenture Trustee Reserve” means the reserve of Cash to be funded from the initial Cash distribution issued on account of the Senior Unsecured Notes Claims, and held by the Senior Unsecured Notes Indenture Trustee for the payment of future projected accrued and unpaid, Senior Unsecured Notes Indenture Trustee Fees and Expenses.

275. “Servicing Agreement” means either a “Pooling and Servicing Agreement” or an integrated set of “Servicing Agreements,” “Mortgage Loan Purchase Agreements,” “Indentures,” and/or “Trust Agreements,” which, when combined, provide for, among other things, the servicing of the mortgage loans held by an RMBS Trust.

276. “Settlement Insurance Policies” means all directors & officers and errors & omissions insurance policies with policy periods between November 2006 and the Effective Date which provide coverage to Ally or its Representatives as well as to the Debtors and/or their Representatives.

277. “Settling Parties” means each of the following in its capacity as such: the Debtors, the Creditors’ Committee, Ally, and the Consenting Claimants.

278. “Settling Private Securities Claimants” means each of AIG, Allstate, MassMutual and Prudential.

279. “States” means the District of Columbia and the fifty states of the United States.

280. “Steering Committee Consenting Claimants” means certain Investors in RMBS backed by mortgage loans held by RMBS Trusts associated with securitizations sponsored by the Debtors between 2004 and 2007 and represented by Kathy D. Patrick of Gibbs & Bruns LLP and Keith H. Wofford of Ropes & Gray LLP.

281. “Supporting Senior Unsecured Noteholders” means the holders of the Senior Unsecured Notes that have executed or joined the Plan Support Agreement.

282. “Talcott Franklin Consenting Claimants” means certain Investors in RMBS backed by mortgage loans held by RMBS Trusts associated with securitizations sponsored by the Debtors between 2004 and 2007 represented by Talcott Franklin of Talcott Franklin, P.C., Carter Ledyard & Milburn LLP and Miller Johnson.

- 283.** “Tax Code” means the Internal Revenue Code of 1986, as amended.
- 284.** “Tax Lien” has the meaning set forth in Article II.C.
- 285.** “Third Party Release” means the release set forth in Article IX.D.
- 286.** “Total Units Outstanding” means 100 million Units, which is the total number of Units to be issued by the Liquidating Trust pursuant to the Plan.
- 287.** “Treasury Regulations” means the Treasury regulations promulgated under the Tax Code.
- 288.** “Unexpired Lease” means a lease to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.
- 289.** “Unimpaired” means, with respect to any Class, a Class that is not Impaired.
- 290.** “Unit Distribution Date” means a date or dates established pursuant to the Liquidating Trust Agreement or otherwise determined by the Liquidating Trust Board, as of which a distribution of Units shall be made to Liquidating Trust Unit Beneficiaries that are holders of Disputed Claims that became Allowed, in whole or in part.
- 291.** “Unit Issuance Percentage” means, in the case of the GMACM Debtors, 27.05%; in the case of the ResCap Debtors, 30.41%; in the case of the RFC Debtors, 33.00%; and in the case of the Private Securities Claims Trust, 9.55%.
- 292.** “United States” means the United States of America, its agencies, departments, and agents.
- 293.** “Unitholders” means holders of Units.
- 294.** “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 Unit Share of Distributable Cash.
- 295.** “Unknown” as used in the definition of NJ Carpenters Claims, means any and all NJ Carpenter Claims that any NJ Carpenters Class Member does not know or suspect to exist in his, her or its favor at the time of the release, which if known by him, her or it might have affected his, her or its settlement with and release of the NJ Carpenters Released Parties, or might have affected his, her or its decision not to object to the NJ Carpenters Settlement or not exclude himself, herself or itself from the settlement class. With respect to any and all NJ Carpenters Claims, the parties stipulated and agreed under the NJ Carpenters Settlement that, upon the Effective Date, the NJ Carpenters Class Members shall expressly waive, and shall be deemed to have waived, and by operation of the order approving the NJ Carpenters Settlement, shall have expressly waived, to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by Cal. Civ. Code § 1542 (to the extent it applies to the Action), and any law of any state or territory of the United States, or principle of common law, or the law of any

foreign jurisdiction, that is similar, comparable or equivalent to Cal. Civ. Code § 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

296. “Unsecured Claims” means, collectively, the GMACM Unsecured Claims, the ResCap Unsecured Claims and the RFC Unsecured Claims.

297. “USB” means U.S. Bank National Association solely in its capacity as trustee, indenture trustee, securities administrator, co-administrator, paying agent, grantor trustee, master servicer, custodian and/or similar agency capacities in respect of certain of the RMBS Trusts.

298. “U.S. Trustee” means the United States Trustee for the Southern District of New York.

299. “U.S. Trustee Fees” means fees arising under 28 U.S.C. § 1930, and, to the extent applicable, accrued interest thereon arising under 31 U.S.C. § 3717.

300. “Voting Deadline” means the date set forth in the order of the Bankruptcy Court approving the Disclosure Statement as the deadline for, among other things, voting to accept or reject the Plan.

301. “Walter” means Walter Investment Management Corporation.

302. “WFB” means Wells Fargo Bank, N.A. solely in its capacity as trustee, indenture trustee, securities administrator, co-administrator, paying agent, grantor trustee, master servicer, custodian, and/or similar agency capacities in respect of certain of the RMBS Trusts.

303. “Wilmington Trust” means Wilmington Trust, National Association, not individually, but solely in its capacity as Senior Unsecured Notes Indenture Trustee.

B. Rules of Construction

For the purposes of the Plan: (1) any term used in capitalized form that is not defined in the Plan, but that is defined in the Bankruptcy Code or the Bankruptcy Rules, has the meaning assigned to such term in the Bankruptcy Code or the Bankruptcy Rules, as applicable; (2) in the appropriate context, each term, whether stated in the singular or the plural, includes both the singular and the plural, and pronouns stated in the masculine, feminine, or neutral gender include the masculine, feminine, and the neutral gender; (3) unless otherwise stated herein, any reference in the Plan to an existing document or exhibit having been Filed or to be Filed shall mean that document or exhibit, as it may thereafter be amended, modified, or supplemented; (4) except as otherwise provided in the Plan, all references in the Plan to “Articles” are references to Articles of the Plan; (5) except as otherwise provided in the Plan, the words “herein,” “hereof,” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (6) the words “includes” and

“including” are not limiting and mean that the things specifically identified are set forth for purposes of illustration, clarity, or specificity and do not in any respect qualify, characterize, or limit the generality of the class within which such things are included; (7) any reference to an Entity or a Person as a holder of a Claim or Equity Interest includes that Entity’s or Person’s successors, assigns, and affiliates; (8) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (9) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (10) any immaterial effectuating provisions may be interpreted by the Plan Proponents or the Liquidating Trust, as applicable, in a manner that is consistent with the overall purpose and intent of the Plan, all without further order of the Bankruptcy Court.

C. Computation of Time

Except as otherwise provided in the Plan, Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed in the Plan.

D. Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws that would require application of the law of another jurisdiction, shall govern the rights, obligations, construction, and implementation of the Plan, and any agreements, securities, instruments, or other documents executed or delivered in connection with the Plan (except as otherwise set forth in those documents, in which case the governing law of such documents shall control); provided, however, that governance matters relating to the Debtors, the Liquidating Trust, the Borrower Claims Trust, the RMBS Claims Trust, or the Private Securities Claims Trust, as applicable, shall be governed by the laws of the State of incorporation or formation thereof.

ARTICLE II.

ADMINISTRATIVE CLAIMS, PROFESSIONAL CLAIMS, PRIORITY TAX CLAIMS, AND U.S. TRUSTEE FEES

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Professional Claims, Priority Tax Claims and U.S. Trustee Fees have not been classified and, therefore, are excluded from the Classes of Claims and Equity Interests set forth in Article III and shall have the following treatment:

A. Administrative Claims

1. Treatment of Administrative Claims Other than Professional Claims.

Unless otherwise agreed to by the holder of an Allowed Administrative Claim, or set forth in an order of the Bankruptcy Court, the Liquidating Trust will pay each holder of an Allowed Administrative Claim (other than holders of Professional Claims and Claims for

fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code) the full unpaid amount of such Claim in Cash: (1) if the Administrative Claim is Allowed before the Effective Date, on the Effective Date, or as soon as practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due, or as soon as practicable thereafter); or (2) if the Administrative Claim is Allowed on or after the Effective Date, on the date such Administrative Claim is Allowed, or as soon as practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due, or as soon as practicable thereafter); provided, however, that Allowed Administrative Claims other than Professional Claims that arise in the ordinary course of the Debtors' business shall be paid in the ordinary course of business in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to, such transactions; provided further, however, that accrued and unpaid Postpetition Intercompany Balances shall be satisfied pursuant to the Cash Management Order without further application or order of the Bankruptcy Court. On or after the Effective Date, the Liquidating Trust may settle and pay any Administrative Claim in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

2. Administrative Claims Bar Date

Except as provided for herein or in any order of the Bankruptcy Court, and subject to section 503(b)(1)(D) of the Bankruptcy Code, holders of Administrative Claims (other than holders of Administrative Claims paid in the ordinary course of business, holders of Professional Claims, holders of Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code, and holders of Postpetition Intercompany Balances) must File and serve on the Plan Proponents or the Liquidating Trust, as applicable, requests for the payment of such Administrative Claims not already Allowed by Final Order in accordance with the procedures specified in the Confirmation Order, on or before the Administrative Claim Bar Date or be forever barred, estopped, and enjoined from asserting such Claims against the Debtors, the Plan Trusts, or their assets or properties, and such Claims shall be deemed discharged as of the Effective Date.

B. Professional Claims

1. Final Fee Applications

All final requests for Professional Claims must be Filed no later than seventy-five (75) days after the Effective Date. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior Bankruptcy Court orders, the Allowed amounts of such Professional Claims will be determined by the Bankruptcy Court.

2. Professional Claims

The amount of Professional Claims owing to the Professionals will be paid in Cash to such Professionals by the Liquidating Trust, or at the Liquidating Trust's direction, without interest or other earnings therefrom, when such Claims are approved by the Bankruptcy Court; provided, that notwithstanding the foregoing, on the Effective Date, the Debtors shall

pay (1) Centerview's full In-Court Transaction Fee (as defined in paragraph 3(b) of the engagement letter by and between Centerview and the Debtors), (2) Moelis' full Restructuring Fee (as defined in paragraph 2 of the engagement letter between Moelis and the Creditors' Committee), and (3) FTI's full Completion Fee (as defined in paragraph 3 of the addendum to the engagement letter between FTI and the Debtors, as amended); provided, further, that Centerview and Moelis shall File final requests for Professional Claims in accordance with Section II.B.1 above.

3. Post-Effective Date Fees and Expenses

Except as otherwise specifically provided in the Plan, the Liquidating Trust shall pay in Cash the reasonable legal, professional, or other fees and expenses incurred by the Professionals 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. Upon the Effective Date, any requirement that Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and Professionals may be employed and paid in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

C. Priority Tax Claims

Except to the extent that a holder of an Allowed Priority Tax Claim agrees to a less favorable treatment or has been paid by any applicable Debtor prior to the Effective Date, the Liquidating Trust shall pay each holder of an Allowed Priority Tax Claim, in full and final satisfaction, settlement, release, and discharge of such Allowed Priority Tax Claim, in accordance with Bankruptcy Code section 1129(a)(9)(C), the full unpaid amount of such Allowed Priority Tax Claim in Cash on, or as soon as practicable after, the latest of: (1) the Effective Date; (2) the date such Allowed Priority Tax Claim becomes Allowed; or (3) in regular payments over a period of time not to exceed five (5) years after the Petition Date with interest at a rate determined in accordance with section 511 of the Bankruptcy Code, provided, that such Allowed Priority Tax Claims shall not be treated in a manner less favorable than the most favored nonpriority Unsecured Claim provided for by the Plan (other than Cash payments made to a class of creditors under section 1122(b)), and provided, further, that such election shall be without prejudice to the Liquidating Trust's right to prepay such Allowed Priority Tax Claim in full or in part without penalty. To the extent a holder of an Allowed Priority Tax Claim holds a valid lien (a "Tax Lien") for outstanding and unpaid real property taxes against property of the Debtors or the Liquidating Trust, as applicable, any liens imposed on account of such Claim shall remain unimpaired until such Allowed Priority Tax Claim is paid in full.

D. U.S. Trustee Fees

On the Effective Date or as soon as practicable thereafter, the Liquidating Trust shall pay all U.S. Trustee Fees that are due and owing on the Effective Date. For the avoidance of doubt, nothing in the Plan shall release the Liquidating Trust from its obligation to pay all

U.S. Trustee Fees due and owing after the Effective Date before a Final Order is entered by the Bankruptcy Court concluding or closing the Chapter 11 Cases.

ARTICLE III.

CLASSIFICATION, TREATMENT, AND VOTING OF CLAIMS AND EQUITY INTERESTS

A. Classification of Claims and Equity Interests

Pursuant to section 1122 of the Bankruptcy Code, set forth below is a designation of Classes of Claims and Equity Interests. A Claim or Equity Interest is placed in a particular Class for the purposes of voting on the Plan and receiving distributions pursuant to the Plan only to the extent that such Claim or Equity Interest has not been paid, withdrawn or otherwise settled before (i) the Claims Record Date for voting purposes, or (ii) the time at which distributions are made with respect to such Claims or Equity Interests pursuant to the Plan for distribution purposes.

B. Record Date for Claims

As of the Claims Record Date, the transfer registers for each Class of Claims or Equity Interests (other than for publicly traded securities), as maintained by the Debtors or their agents, shall be deemed closed and there shall be no further changes made to reflect any new record holders of any such Claims or Equity Interests. The Debtors and the Liquidating Trust shall have no obligation to recognize any transfer of such Claims or Equity Interests occurring on or after the Claims Record Date.

C. Summary of Classification and Class Identification

i. Except for Claims addressed in Article II, all Claims and Equity Interests are classified in the Classes set forth in this Article III in accordance with section 1122 of the Bankruptcy Code. A Claim or Equity Interest is classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Equity Interest qualifies within the description of such other Classes. A Claim or Equity Interest is also classified in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim or Equity Interest is an Allowed Claim or Allowed Equity Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date. In no event shall any holder of an Allowed Claim be entitled to receive payments under this Plan that, in the aggregate, exceed the Allowed amount of such holder's Claim.

ii. Although the Plan applies to all of the Debtors, (a) the Plan constitutes fifty-one (51) distinct chapter 11 plans, one for each Debtor; and (b) for voting purposes, each class of the Debtor Groups will contain sub-classes for each of the Debtors within a particular Debtor Group. The Plan groups the Debtors into three Debtor Groups (the ResCap Debtors, the GMACM Debtors and the RFC Debtors) solely for purposes of

describing treatment under the Plan and making distributions under the Plan. Such grouping shall not affect any Debtor’s status as a separate legal entity, change the organizational structure of the Debtors’ business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger or consolidation of any legal entities, nor cause the transfer of any assets; and, except as otherwise provided by or permitted in the Plan, all Debtors shall continue to exist as separate legal entities. For voting purposes, each Class of the Debtor Groups will contain sub-classes for each of the Debtors within a particular Debtor Group (*e.g.*, there will be three (3) sub-Classes for each Class of the ResCap Debtors, twenty-one (21) sub-Classes for each Class of the GMACM Debtors (provided, that, in lieu of Class GS-4A, the Plan for ETS contains a sub-Class, Class GS-4B, for ETS Unsecured Claims), and twenty-seven (27) sub-Classes for each Class of the RFC Debtors, and many of the sub-Classes may be vacant). Notwithstanding the foregoing, the Plan Proponents reserve the right to seek approval of the Bankruptcy Court to consolidate any two or more Debtors for purposes of administrative convenience, provided that such consolidation does not materially and adversely impact the amount of distributions to any Person under the Plan and is in accordance with the terms of the Plan Support Agreement.

iii. Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for the purposes of Confirmation by acceptance of the Plan by an Impaired Class of Claims; provided, however, that in the event no holder of a Claim with respect to a specific Class for a particular Debtor timely submits a Ballot indicating acceptance or rejection of the Plan, such Class will be deemed to have accepted the Plan. The Plan Proponents shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Equity Interests. The Plan Proponents reserve the right to modify the Plan in accordance with Article XI.A hereof, including the right to withdraw the Plan as to an individual Debtor at any time before the Effective Date.

iv. The following are tables assigning each Class a letter and number designation for purposes of identifying each separate Class, a description of whether that Class is Impaired, and the Class’ voting rights:

1. ResCap Debtors

Class	Designation	Impairment	Entitled to Vote
R-1	Other Priority Claims	Unimpaired	No (presumed to accept)
R-2	Other Secured Claims	Unimpaired	No (presumed to accept)
R-3	Junior Secured Notes Claims	Impaired/ Unimpaired	Yes/No (presumed to accept)
R-4	ResCap Unsecured Claims	Impaired	Yes
R-5	Borrower Claims	Impaired	Yes
R-6	Private Securities Claims	Impaired	Yes
R-7	NJ Carpenters Claims	Impaired	Yes
R-8	General Unsecured Convenience Claims	Impaired	Yes
R-9	Intercompany Balances	Impaired	No (deemed to reject)
R-10	Equity Interests	Impaired	No (deemed to reject)

R-11	FHFA Claims	Impaired	Yes
R-12	Revolving Credit Facility Claims	Impaired	Yes

2. GMACM Debtors

Class	Designation	Impairment	Entitled to Vote
GS-1	Other Priority Claims	Unimpaired	No (presumed to accept)
GS-2	Other Secured Claims	Unimpaired	No (presumed to accept)
GS-3	Junior Secured Notes Claims	Impaired/ Unimpaired	Yes/No (presumed to accept)
GS-4A	GMACM Unsecured Claims	Impaired	Yes
GS-4B	ETS Unsecured Claims	Impaired	Yes
GS-5	Borrower Claims	Impaired	Yes
GS-6	Private Securities Claims	Impaired	Yes
GS-7	General Unsecured Convenience Claims	Impaired	Yes
GS-8	Intercompany Balances	Impaired	No (deemed to reject)
GS-9	Equity Interests	Impaired	No (deemed to reject)
GS-10	Revolving Credit Facility Claims	Impaired	Yes

3. RFC Debtors

Class	Designation	Impairment	Entitled to Vote
RS-1	Other Priority Claims	Unimpaired	No (presumed to accept)
RS-2	Other Secured Claims	Unimpaired	No (presumed to accept)
RS-3	Junior Secured Notes Claims	Impaired/ Unimpaired	Yes/No (presumed to accept)
RS-4	RFC Unsecured Claims	Impaired	Yes
RS-5	Borrower Claims	Impaired	Yes
RS-6	Private Securities Claims	Impaired	Yes
RS-7	NJ Carpenters Claims	Impaired	Yes
RS-8	General Unsecured Convenience Claims	Impaired	Yes
RS-9	Intercompany Balances	Impaired	No (deemed to reject)
RS-10	Equity Interests	Impaired	No (deemed to reject)
RS-11	FHFA Claims	Impaired	Yes
RS-12	Revolving Credit Facility Claims	Impaired	Yes

D. Treatment of Claims and Equity Interests

Except to the extent that a holder of an Allowed Claim or Equity Interest, as applicable, agrees to a less favorable treatment, such holder shall, in full and final

satisfaction, settlement, release, and discharge of and in exchange for such holder's Allowed Claim or Equity Interest, receive the treatment described below under the Plan.

1. Claims Against and Equity Interests in the ResCap Debtors

(a) Class R-1 – Other Priority Claims

- (i) Classification: Class R-1 consists of all Allowed Other Priority Claims against the ResCap Debtors.
- (ii) Treatment: In full and final satisfaction of the Other Priority Claims in Class R-1, on or as soon as practicable after the Effective Date, each holder of an Allowed Other Priority Claim in Class R-1 shall receive one of the following treatments on account of such Claim, as determined by the Plan Proponents prior to the Effective Date or the Liquidating Trust, following the Effective Date: (a) payment in full in Cash, or (b) treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code; provided, that Other Priority Claims that arise in the ordinary course of the Debtors' business and that are not due and payable on or before the Effective Date will be paid in the ordinary course of business in accordance with the terms thereof.
- (iii) Voting: Class R-1 is Unimpaired. Pursuant to Bankruptcy Code section 1126(f), holders of Allowed Class R-1 Claims are conclusively presumed to accept the Plan.

(b) Class R-2 – Other Secured Claims

- (i) Classification: Class R-2 consists of all Allowed Other Secured Claims against the ResCap Debtors.
- (ii) Treatment: In full and final satisfaction of the Other Secured Claims in Class R-2, on or as soon as practicable after the Effective Date, each holder of an Allowed Other Secured Claim in Class R-2 shall receive one of the following treatments on account of such Claim as determined by the Plan Proponents prior to the Effective Date, or the Liquidating Trust, following the Effective Date: (a) payment in full in Cash, including any interest, at the non-default rate (or such other rate as may be ordered by the Court), required to be paid pursuant to section 506(b) of the Bankruptcy Code, or (b) the collateral securing its Allowed Other Secured Claim.
- (iii) Voting: Class R-2 is Unimpaired. Pursuant to Bankruptcy Code section 1126(f), holders of Allowed Class R-2 Claims are conclusively presumed to accept the Plan.

(c) Class R-3 – Junior Secured Notes Claims

- (i) Classification: Class R-3 consists of all Allowed Junior Secured Notes Claims against the ResCap Debtors.
- (ii) Treatment: In full and final satisfaction of the Junior Secured Notes Claims in Class R-3, on or as soon as practicable after the Effective Date, each holder of an Allowed Junior Secured Notes Claim in Class R-3 shall receive payment in full for the Allowed amount of such Junior Secured Notes Claim as determined by the Bankruptcy Court in Phase I of the JSN Adversary Proceeding or at the Confirmation Hearing.²
- (iii) Voting: Class R-3 is Impaired. Holders of Allowed Class R-3 Claims are entitled to vote to accept or reject the Plan; provided that if the Bankruptcy Court makes a finding in the JSN Adversary Proceeding that the Junior Secured Notes Claims are oversecured such that they are entitled to payment in full in an amount that will render them unimpaired, and the Plan Proponents pay them in full in Cash on or as soon as practicable after the Effective Date, then holders of Allowed Class R-3 Claims will be conclusively presumed to accept the Plan and such votes will not be counted.

(d) Class R-4 – ResCap Unsecured Claims

- (i) Classification: Class R-4 consists of all Allowed ResCap Unsecured Claims.
- (ii) Treatment: In full and final satisfaction of the ResCap Unsecured Claims in Class R-4, as soon as practicable after the Effective Date, each holder of an Allowed ResCap Unsecured Claim in Class R-4 shall receive its Pro Rata Share of the ResCap Debtors Unit Distribution.
- (iii) Voting: Class R-4 is Impaired. Holders of Allowed Class R-4 Claims are entitled to vote to accept or reject the Plan.

(e) Class R-5 – Borrower Claims

- (i) Classification: Class R-5 consists of all Allowed Borrower Claims against the ResCap Debtors.

² To the extent the Bankruptcy Court determines that the Junior Secured Noteholders are oversecured and entitled to post-petition interest, the Plan Proponents reserve the right to seek payment of such post-petition interest over time by separate motion upon terms subject to the approval of the Bankruptcy Court.

- (ii) Treatment: In full and final satisfaction of the Borrower Claims in Class R-5, as soon as practicable after the Effective Date, holders of Allowed Borrower Claims in Class R-5 shall receive their allocated share of Cash available for distribution from the Borrower Claims Trust, in accordance with the methodology and procedures set forth in the Borrower Claims Trust Agreement.
 - (iii) Voting: Class R-5 is Impaired. Holders of Allowed Class R-5 Claims are entitled to vote to accept or reject the Plan.
- (f) Class R-6 – Private Securities Claims
 - (i) Classification: Class R-6 consists of all Allowed Private Securities Claims against the ResCap Debtors.
 - (ii) Treatment: In full and final satisfaction of the Private Securities Claims in Class R-6, as soon as practicable after the Effective Date, holders of Allowed Private Securities Claims in Class R-6 shall receive their allocated share of either (A) Cash distributions from the Private Securities Claims Trust, or (B) the Units transferred to the Private Securities Claims Trust that constitute the Private Securities Claims Trust Unit Distribution, in each case in accordance with the methodology and procedures set forth in the Private Securities Claims Trust Agreement.
 - (iii) Voting: Class R-6 is Impaired. Holders of Allowed Class R-6 Claims are entitled to vote to accept or reject the Plan.
- (g) Class R-7 – NJ Carpenters Claims
 - (i) Classification: Class R-7 consists of all Allowed NJ Carpenters Claims against the ResCap Debtors.
 - (ii) Treatment: Subject to the NJ Carpenters Approval, in full and final satisfaction of the NJ Carpenters Claims in Class R-7, within ten (10) business days of the Effective Date, the lead plaintiff, on behalf of holders of Allowed NJ Carpenters Claims in Class R-7 shall receive the NJ Carpenters Claims Distribution which will thereafter be distributed pursuant to the NJ Carpenters Plan of Allocation. Absent the NJ Carpenters Approval, Claims held by NJ Carpenters Class Members, to the extent Allowed, shall be classified as General Unsecured Claims, which claims may be subject to subordination.

- (iii) Voting: Class R-7 is Impaired. Holders of Allowed Class R-7 Claims are entitled to vote to accept or reject the Plan.
- (h) Class R-8 – General Unsecured Convenience Claims
 - (i) Classification: Class R-8 consists of all Allowed General Unsecured Convenience Claims against the ResCap Debtors.
 - (ii) Treatment: In full and final satisfaction of the General Unsecured Convenience Claims in Class R-8, as soon as practicable after the Effective Date, each holder of an Allowed General Unsecured Convenience Claim in Class R-8 shall receive a distribution in Cash equal to 36.3% of such holder's Allowed Class R-8 Claim.
 - (iii) Voting: Class R-8 is Impaired. Holders of Allowed Class R-8 Claims are entitled to vote to accept or reject the Plan.
- (i) Class R-9 – Intercompany Balances
 - (i) Classification: Class R-9 consists of all Intercompany Balances against the ResCap Debtors.
 - (ii) Treatment: On the Effective Date, Intercompany Balances against the ResCap Debtors in Class R-9 shall be waived, cancelled, and discharged. Holders of Intercompany Balances in Class R-9 shall receive no recovery on account of their Claims.
 - (iii) Voting: Class R-9 is Impaired. Pursuant to Bankruptcy Code section 1126(g), holders of Allowed Class R-9 Claims are deemed to reject the Plan.
- (j) Class R-10 – Equity Interests
 - (i) Classification: Class R-10 consists of all Equity Interests in the ResCap Debtors.
 - (ii) Treatment: Holders of Equity Interests in Class R-10 shall receive no recovery on account of such Equity Interests and such Equity Interests shall be canceled on the Effective Date.
 - (iii) Voting: Class R-10 is Impaired. Pursuant to Bankruptcy Code section 1126(g), holders of Allowed Class R-10 Equity Interests are deemed to reject the Plan.
- (k) Class R-11 – FHFA Claims

- (i) Classification: Class R-11 Consists of all FHFA Claims against the ResCap Debtors.
 - (ii) Treatment: Holders of FHFA Claims in Class R-11 shall waive any recovery on account of such Claims.
 - (iii) Voting: Class R-11 is Impaired. Holders of Allowed Class R-11 Claims are entitled to vote to accept or reject the Plan.
- (l) Class R-12 – Revolving Credit Facility Claims
- (i) Classification: Class R-12 consists of all Allowed Revolving Credit Facility Claims against the ResCap Debtors.
 - (ii) Treatment: In full and final satisfaction of the Revolving Credit Facility Claims in Class R-12, on the Effective Date, any amounts paid under the Paydown Order shall be indefeasibly and finally approved and allowed; provided, that on the Effective Date holders of Allowed Revolving Credit Facility Claims in Class R-12 shall waive as against any Debtor or Plan Trust any right to payment on account of the Revolving Credit Facility Claims.
 - (iii) Voting: Class R-12 is Impaired. Holders of Allowed Class R-12 Claims are entitled to vote to accept or reject the Plan.

2. Claims Against and Equity Interests in the GMACM Debtors

- (a) Class GS-1 – Other Priority Claims
- (i) Classification: Class GS-1 consists of all Allowed Other Priority Claims against the GMACM Debtors.
 - (ii) Treatment: In full and final satisfaction of the Other Priority Claims in Class GS-1, on or as soon as practicable after the Effective Date, each holder of an Allowed Other Priority Claim in Class GS-1 shall receive one of the following treatments on account of such Claim, as determined by the Plan Proponents prior to the Effective Date, or the Liquidating Trust, following the Effective Date: (a) payment in full in Cash, or (b) treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code; provided, that Other Priority Claims that arise in the ordinary course of the Debtors' business and that are not due and payable on or before the Effective Date will be paid in the ordinary course of business in accordance with the terms thereof.

- (iii) Voting: Class GS-1 is Unimpaired. Pursuant to Bankruptcy Code section 1126(f), holders of Allowed Class GS-1 Claims are conclusively presumed to accept the Plan.
- (b) Class GS-2 – Other Secured Claims
 - (i) Classification: Class GS-2 consists of all Allowed Other Secured Claims against the GMACM Debtors.
 - (ii) Treatment: In full and final satisfaction of the Other Secured Claims in Class GS-2, on or as soon as practicable after the Effective Date, each holder of an Allowed Other Secured Claim in Class GS-2 shall receive one of the following treatments on account of such Claim as determined by the Plan Proponents prior to the Effective Date, or the Liquidating Trust, following the Effective Date: (a) payment in full in Cash, including any interest, at the non-default rate (or such other rate as may be ordered by the Court), required to be paid pursuant to section 506(b) of the Bankruptcy Code, or (b) the collateral securing its Allowed Other Secured Claim.
 - (iii) Voting: Class GS-2 is Unimpaired. Pursuant to Bankruptcy Code section 1126(f), holders of Allowed Class GS-2 Claims are conclusively presumed to accept the Plan.
- (c) Class GS-3 – Junior Secured Notes Claims
 - (i) Classification: Class GS-3 consists of all Allowed Junior Secured Notes Claims against the GMACM Debtors.
 - (ii) Treatment: In full and final satisfaction of the Junior Secured Notes Claims in Class GS-3, on or as soon as practicable after the Effective Date, each holder of an Allowed Junior Secured Notes Claim in Class GS-3 shall receive payment in full for the Allowed amount of such Junior Secured Notes Claim as determined by the Bankruptcy Court in Phase I of the JSN Adversary Proceeding or at the Confirmation Hearing.³
 - (iii) Voting: Holders of Allowed Class GS-3 Claims are unimpaired and deemed to accept the Plan at the following GMACM Debtors: Passive Asset Transactions, LLC; Residential Mortgage Real Estate Holdings, LLC; Home Connects Lending Services, LLC; GMACR Mortgage Products, LLC; ditech, LLC; Residential Consumer Services, LLC; and GMAC Mortgage

³ To the extent the Bankruptcy Court determines that the Junior Secured Noteholders are oversecured and entitled to post-petition interest, the Plan Proponents reserve the right to seek payment of such post-petition interest over time by separate motion upon terms subject to the approval of the Bankruptcy Court.

USA Corporation. Holders of Allowed Class GS-3 Claims are impaired and entitled to vote on the Plan at GMACM; provided that if the Bankruptcy Court makes a finding in the JSN Adversary Proceeding that the Junior Secured Notes Claims are oversecured such that they are entitled to payment in full in Cash in an amount that will render them unimpaired pursuant to the treatment provided under this Plan, then holders of Allowed Class GS-3 Claims will be conclusively presumed to accept the Plan and such votes will not be counted.

(d) Class GS-4A – GMACM Unsecured Claims

- (i) Classification: Class GS-4A consists of all Allowed GMACM Unsecured Claims (other than Allowed ETS Unsecured Claims).
- (ii) Treatment: In full and final satisfaction of the GMACM Unsecured Claims in Class GS-4A, as soon as practicable after the Effective Date, each holder of an Allowed GMACM Unsecured Claim in Class GS-4A shall receive its Pro Rata Share of the GMACM Debtors Unsecured Unit Distribution, provided, however, that, with respect to the distributions on account of the Allowed RMBS Trust Claims, the holder shall be the RMBS Claims Trust, and subsequent distributions of, or on account of, such Units, shall be governed by Article IV.C of the Plan.
- (iii) Voting: Class GS-4A is Impaired. Holders of Allowed Class GS-4A Claims are entitled to vote to accept or reject the Plan.

(e) Class GS-4B – ETS Unsecured Claims

- (i) Classification: Class GS-4B consists of all Allowed ETS Unsecured Claims.
- (ii) Treatment: In full and final satisfaction of the ETS Unsecured Claims in Class GS-4B, as soon as practicable after the Effective Date, each holder of an Allowed ETS Unsecured Claim in Class GS-4B shall receive its Pro Rata Share of Cash in an amount that is equal to the value, if any, of assets available at ETS that exceed the amount of Allowed Claims senior in right of payment to such Allowed ETS Unsecured Claim against ETS.
- (iii) Voting: Class GS-4B is Impaired. Holders of Allowed Class GS-4B Claims are entitled to vote to accept or reject the Plan.

- (f) Class GS-5 – Borrower Claims
- (i) Classification: Class GS-5 consists of all Allowed Borrower Claims against the GMACM Debtors.
 - (ii) Treatment: In full and final satisfaction of the Borrower Claims in Class GS-5, as soon as practicable after the Effective Date, holders of Allowed Borrower Claims in Class GS-5 shall receive their allocated share of Cash available for distributions from the Borrower Claims Trust, in accordance with the methodology and procedures set forth in the Borrower Claims Trust Agreement.
 - (iii) Voting: Class GS-5 is Impaired. Holders of Allowed Class GS-5 Claims are entitled to vote to accept or reject the Plan.
- (g) Class GS-6 – Private Securities Claims
- (i) Classification: Class GS-6 consists of all Allowed Private Securities Claims against the GMACM Debtors.
 - (ii) Treatment: In full and final satisfaction of the Private Securities Claims in Class GS-6, as soon as practicable after the Effective Date, holders of Allowed Private Securities Claims in Class GS-6 shall receive their allocated share of either (A) Cash distributions from the Private Securities Claims Trust, or (B) the Units transferred to the Private Securities Claims Trust that constitute the Private Securities Claims Trust Unit Distribution, in each case in accordance with the methodology and procedures set forth in the Private Securities Claims Trust Agreement.
 - (iii) Voting: Class GS-6 is Impaired. Holders of Allowed Class GS-6 Claims are entitled to vote to accept or reject the Plan.
- (h) Class GS-7 – General Unsecured Convenience Claims
- (i) Classification: Class GS-7 consists of all Allowed General Unsecured Convenience Claims against the GMACM Debtors.
 - (ii) Treatment: In full and final satisfaction of the General Unsecured Convenience Claims in Class GS-7, as soon as practicable after the Effective Date, each holder of an Allowed General Unsecured Convenience Claim in Class GS-7 shall receive a distribution in Cash equal to 30.1% of such holder's Allowed Class GS-7 Claim.

- (iii) Voting: Class GS-7 is Impaired. Holders of Allowed Class GS-7 Claims are entitled to vote to accept or reject the Plan.
- (i) Class GS-8 – Intercompany Balances
 - (i) Classification: Class GS-8 consists of all Intercompany Balances against the GMACM Debtors.
 - (ii) Treatment: On the Effective Date, Intercompany Balances against the GMACM Debtors in Class GS-8 shall be waived, cancelled, and discharged. Holders of Intercompany Balances in Class GS-8 shall receive no recovery on account of their Claims.
 - (iii) Voting: Class GS-8 is Impaired. Pursuant to Bankruptcy Code section 1126(g), holders of Allowed Class GS-8 Claims are deemed to reject the Plan.
- (j) Class GS-9 – Equity Interests
 - (i) Classification: Class GS-9 consists of all Equity Interests in the GMACM Debtors.
 - (ii) Treatment: Holders of Equity Interests in Class GS-9 shall receive no recovery on account of such Equity Interests and such Equity Interests shall be canceled on the Effective Date.
 - (iii) Voting: Class GS-9 is Impaired. Pursuant to Bankruptcy Code section 1126(g), holders of Allowed Class GS-9 Equity Interests are deemed to reject the Plan.
- (k) Class GS-10 – Revolving Credit Facility Claims
 - (i) Classification: Class GS-10 consists of all Allowed Revolving Credit Facility Claims against the GMACM Debtors.
 - (ii) Treatment: In full and final satisfaction of the Revolving Credit Facility Claims in Class GS-10, on the Effective Date, any amounts paid under the Paydown Order shall be indefeasibly and finally approved and allowed; provided, that on the Effective Date holders of Allowed Revolving Credit Facility Claims in Class GS-10 shall waive as against any Debtor or Plan Trust any right to payment on account of the Revolving Credit Facility Claims.
 - (iii) Voting: Class GS-10 is Impaired. Holders of Allowed Class GS-10 Claims are entitled to vote to accept or reject the Plan.

3. Claims Against and Equity Interests in the RFC Debtors

(a) Class RS-1 – Other Priority Claims

- (i) Classification: Class RS-1 consists of all Allowed Other Priority Claims against the RFC Debtors.
- (ii) Treatment: In full and final satisfaction of the Other Priority Claims in Class RS-1, on or as soon as practicable after the Effective Date, each holder of an Allowed Other Priority Claim in Class RS-1 shall receive one of the following treatments on account of such Claim, as determined by the Plan Proponents prior to the Effective Date, or the Liquidating Trust, following the Effective Date: (a) payment in full in Cash, or (b) treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code; provided, that Other Priority Claims that arise in the ordinary course of the Debtors' business and that are not due and payable on or before the Effective Date will be paid in the ordinary course of business in accordance with the terms thereof.
- (iii) Voting: Class RS-1 is Unimpaired. Pursuant to Bankruptcy Code section 1126(f), holders of Allowed Class RS-1 Claims are conclusively presumed to accept the Plan.

(b) Class RS-2 – Other Secured Claims

- (i) Classification: Class RS-2 consists of all Allowed Other Secured Claims against the RFC Debtors.
- (ii) Treatment: In full and final satisfaction of the Other Secured Claims in Class RS-2, on or as soon as practicable after the Effective Date, each holder of an Allowed Other Secured Claim in Class RS-2 shall receive one of the following treatments on account of such Claim as determined by the Plan Proponents prior to the Effective Date, or the Liquidating Trust, following the Effective Date: (a) payment in full in Cash, including any interest, at the non-default rate (or such other rate as may be ordered by the Court), required to be paid pursuant to section 506(b) of the Bankruptcy Code, or (b) the collateral securing its Allowed Other Secured Claim.
- (iii) Voting: Class RS-2 is Unimpaired. Pursuant to Bankruptcy Code section 1126(f), holders of Allowed Class RS-2 Claims are conclusively presumed to accept the Plan.

(c) Class RS-3 – Junior Secured Notes Claims

- (i) Classification: Class RS-3 consists of all Allowed Junior Secured Notes Claims against the RFC Debtors.
 - (ii) Treatment: In full and final satisfaction of the Junior Secured Notes Claims in Class RS-3, on or as soon as practicable after the Effective Date, each holder of an Allowed Junior Secured Notes Claim in Class RS-3 shall receive payment in full for the Allowed amount of such Junior Secured Notes Claim as determined by the Bankruptcy Court in Phase I of the JSN Adversary Proceeding or at the Confirmation Hearing.⁴
 - (iii) Voting: Holders of Allowed RS-3 Claims are unimpaired and deemed to accept the Plan at the following RFC Debtors: GMAC Model Home Finance I, LLC; DOA Holding Properties, LLC; RFC Asset Holdings II, LLC; RFC Construction Funding, LLC; Residential Funding Real Estate Holdings, LLC; Homecomings Financial Real Estate Holdings, LLC; Residential Funding Mortgage Securities I, Inc.; RFC Asset Management, LLC; RFC SFJV-2002, LLC; and RCSFJV2004, LLC. Holders of Allowed RS-3 Claims are impaired and entitled to vote on the Plan at RFC and Homecomings Financial, LLC; provided that if the Bankruptcy Court makes a finding in the JSN Adversary Proceeding that the Junior Secured Notes Claims are oversecured such that they are entitled to payment in full in Cash in an amount that will render them unimpaired pursuant to the treatment provided under this Plan, then holders of Allowed Class RS-3 Claims will be conclusively presumed to accept the Plan and such votes will not be counted.
- (d) Class RS-4 – RFC Unsecured Claims
- (i) Classification: Class RS-4 consists of all Allowed RFC Unsecured Claims.
 - (ii) Treatment: In full and final satisfaction of the RFC Unsecured Claims in Class RS-4, as soon as practicable after the Effective Date, each holder of an Allowed RFC Unsecured Claim in Class RS-4 shall receive its Pro Rata Share of the RFC Debtors Unit Distribution; provided, however, that, with respect to the distributions on account of the Allowed RMBS Trust Claims, the holder shall be the RMBS Claims Trust, and subsequent distributions of, or on account of, such Units, shall be governed by Article IV.C of the Plan.

⁴ To the extent the Bankruptcy Court determines that the Junior Secured Noteholders are oversecured and entitled to post-petition interest, the Plan Proponents reserve the right to seek payment of such post-petition interest over time by separate motion upon terms subject to the approval of the Bankruptcy Court.

- (iii) Voting: Class RS-4 is Impaired. Holders of Allowed Class RS-4 Claims are entitled to vote to accept or reject the Plan.
- (e) Class RS-5 – Borrower Claims
 - (i) Classification: Class RS-5 consists of all Allowed Borrower Claims against the RFC Debtors.
 - (ii) Treatment: In full and final satisfaction of the Borrower Claims in Class RS-5, as soon as reasonably practicable after the Effective Date, holders of Allowed Borrower Claims in Class RS-5 shall receive their allocated share of Cash available for distributions from the Borrower Claims Trust, in accordance with the methodology and procedures set forth in the Borrower Claims Trust Agreement.
 - (iii) Voting: Class RS-5 is Impaired. Holders of Allowed Class RS-5 Claims are entitled to vote to accept or reject the Plan.
- (f) Class RS-6 – Private Securities Claims
 - (i) Classification: Class RS-6 consists of all Allowed Private Securities Claims against the RFC Debtors
 - (ii) Treatment: In full and final satisfaction of the Private Securities Claims in Class RS-6, as soon as practicable after the Effective Date, holders of Allowed Private Securities Claims in Class RS-6 shall receive their allocated share of either (A) Cash distributions from the Private Securities Claims Trust, or (B) the Units transferred to the Private Securities Claims Trust that constitute the Private Securities Claims Trust Unit Distribution, in each case in accordance with the methodology and procedures set forth in the Private Securities Claims Trust Agreement.
 - (iii) Voting: Class RS-6 is Impaired. Holders of Allowed Class RS-6 Claims are entitled to vote to accept or reject the Plan.
- (g) Class RS-7 – NJ Carpenters Claims
 - (i) Classification: Class RS-7 consists of all Allowed NJ Carpenters Claims against the RFC Debtors.
 - (ii) Treatment: Subject to the NJ Carpenters Approval, in full and final satisfaction of the NJ Carpenters Claims in Class RS-7, within ten (10) business days of the Effective Date, the lead plaintiff, on behalf of holders of Allowed NJ Carpenters Claims in Class RS-7 shall receive the NJ Carpenters Claims

Distribution which will thereafter be distributed pursuant to the NJ Carpenters Plan of Allocation. Absent the NJ Carpenters Approval, Claims held by NJ Carpenters Class Members, to the extent Allowed, shall be classified as General Unsecured Claims, which claims may be subject to subordination.

- (iii) Voting: Class RS-7 is Impaired. Holders of Allowed Class RS-7 Claims are entitled to vote to accept or reject the Plan.
- (h) Class RS-8 – General Unsecured Convenience Claims
 - (i) Classification: Class RS-8 consists of all Allowed General Unsecured Convenience Claims against the RFC Debtors.
 - (ii) Treatment: In full and final satisfaction of the General Unsecured Convenience Claims in Class RS-8, as soon as practicable after the Effective Date, each holder of an Allowed General Unsecured Convenience Claim in Class RS-8 shall receive a distribution in Cash equal to 9.0% of such holder's Allowed Class RS-8 Claim.
 - (iii) Voting: Class RS-8 is Impaired. Holders of Allowed Class RS-8 Claims are entitled to vote to accept or reject the Plan.
- (i) Class RS-9 – Intercompany Balances
 - (i) Classification: Class RS-9 consists of all Intercompany Balances against the RFC Debtors.
 - (ii) Treatment: On the Effective Date, Intercompany Balances against the RFC Debtors in Class RS-9 shall be waived, cancelled, and discharged. Holders of Intercompany Balances against the RFC Debtors in Class RS-9 shall receive no recovery on account of their Claims.
 - (iii) Voting: Class RS-9 is Impaired. Pursuant to Bankruptcy Code section 1126(g), holders of Allowed Class RS-9 Claims are conclusively deemed to reject the Plan.
- (j) Class RS-10 – Equity Interests
 - (i) Classification: Class RS-10 consists of all Equity Interests in the RFC Debtors.
 - (ii) Treatment: Holders of Equity Interests in Class RS-10 shall receive no recovery on account of such Equity Interests and such Equity Interests shall be canceled on the Effective Date.

- (iii) Voting: Class RS-10 is Impaired. Pursuant to Bankruptcy Code section 1126(g), holders of Allowed Class RS-10 Equity Interests are conclusively deemed to reject the Plan.
- (k) Class RS-11 – FHFA Claims
 - (i) Classification: Class RS-11 consists of all FHFA Claims against the RFC Debtors.
 - (ii) Treatment: Each holder of an Allowed FHFA Claim in Class RS-11 shall receive a distribution in Cash equal to 2.0% of such holder’s Allowed FHFA Claim in Class RS-11 on the Effective Date.
 - (iii) Voting: Class RS-11 is Impaired. Holders of Allowed Class RS-11 Claims are entitled to vote to accept or reject the Plan.
- (l) Class RS-12 – Revolving Credit Facility Claims
 - (i) Classification: Class RS-12 consists of all Allowed Revolving Credit Facility Claims against the RFC Debtors.
 - (ii) Treatment: In full and final satisfaction of the Revolving Credit Facility Claims in Class RS-12, on the Effective Date, any amounts paid under the Paydown Order shall be indefeasibly and finally approved and allowed; provided, that on the Effective Date holders of Allowed Revolving Credit Facility Claims in Class RS-12 shall waive as against any Debtor or Plan Trust any right to payment on account of the Revolving Credit Facility Claims.
 - (iii) Voting: Class RS-12 is Impaired. Holders of Allowed Class RS-12 Claims are entitled to vote to accept or reject the Plan.

E. Subordinated Claims

The allowance, classification, and treatment of all Allowed Claims and Equity Interests and the respective distributions and treatments under the Plan take into account the relative priority and rights of the Claims and Equity Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. For purposes of Bankruptcy Rule 7001(8), the Plan provides for subordination. The Plan Proponents, prior to the Effective Date, or the Liquidating Trust (and the Borrower Trust with respect to Borrower Claims), following the Effective Date, reserve the right to subordinate any Claim or Equity Interest, other than the Consenting Claimants’ Allowed Claims, the NJ Carpenters Claims (assuming the NJ Carpenters Approval) and the Ally Contract Claims, in accordance with any contractual, legal, or equitable subordination relating thereto under the Bankruptcy Code as long as such

treatment is consistent with the Plan Support Agreement. An initial list of Claims proposed to be subordinated under the Plan shall be set forth in the Plan Supplement, without prejudice to the right 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. Subordinated Claims shall not receive a distribution under the Plan until all senior Allowed Claims are paid in full.

F. Distributions on Account of Allowed Claims and Interests

Except as otherwise provided in this Plan, on the Effective Date or as soon as practicable thereafter (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such a Claim becomes an Allowed Claim, or as soon as reasonably practicable thereafter), each holder of an Allowed Claim against the Debtors shall receive the distributions that this Plan provides for Allowed Claims in the applicable Class from either the Liquidating Trust, RMBS Claims Trust, Borrower Claims Trust, or Private Securities Claims Trust, as applicable and as set forth below. Distributions on account of Disputed Claims of Liquidating Trust Unit Beneficiaries that become Allowed shall be made from the Disputed Claims Reserve pursuant to the Plan. Except as otherwise provided herein, holders of Claims shall not be entitled to interest, dividends, or accruals on the distributions regardless of whether such distributions are delivered on or at any time after the Effective Date.

G. Elimination of Vacant Classes

Any Class of Claims or Equity Interests that, as of the commencement of the Confirmation Hearing, does not have at least one holder of a Claim or Equity Interest that is Allowed in an amount greater than zero for voting purposes shall be considered vacant, deemed eliminated from the Plan for purposes of voting to accept or reject the Plan, and disregarded for purposes of determining whether the Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to that Class.

H. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by an Impaired Class of Claims. The Plan Proponents shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Equity Interests.

ARTICLE IV.

IMPLEMENTATION OF THE PLAN

A. Global Settlement

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, the Plan incorporates a compromise and settlement of numerous inter-Debtor, Debtor-Creditor and inter-Creditor issues designed to achieve an economic settlement of Claims against the

Debtors and Ally and an efficient resolution of these Chapter 11 Cases. This Global Settlement constitutes a settlement of the potential litigation of issues including substantive consolidation, the validity and enforceability of Intercompany Balances, the allocation of the Available Assets, the amount and allocation of certain disputed Unsecured Claims, in addition to the resolution of extensive litigation, Claims, and potential Claims against Ally. The entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval of each of the following compromises or settlements and all other compromises and settlements provided for herein, and the Bankruptcy Court’s findings shall constitute its determination that such compromises and settlements are in the best interests of the Debtors, their Estates, Creditors, the RMBS Trusts, Investors, and other parties-in-interest, and are fair, equitable, and within the range of reasonableness. Each provision of the Global Settlement shall be deemed non-severable from each other and from the remaining terms of the Plan. As set forth in detail herein, the Global Settlement will be implemented as follows:

a) The Ally Contribution will be paid to the Estates in accordance with the Plan and will be allocated by the Plan Proponents, consistent with the terms of Articles II and III herein, as follows:

Entity	Allocation
ResCap Debtors	\$782.74 million
GMACM Debtors	\$462.32 million
RFC Debtors	\$462.32 million
Private Securities Claims Trust	\$235.00 million
Borrower Claims Trust	\$57.62 million
NJ Carpenters Claims Distribution	\$100.00 million
TOTAL	\$2.10 billion

b) Administrative Claims shall be allocated among the ResCap Debtors, the GMACM Debtors and the RFC Debtors in accordance with the Plan Support Agreement. Of the projected Administrative Claims of \$1,086.2 million, \$836.3 million shall be allocated to the GMACM Debtors, and \$249.8 million shall be allocated to the RFC Debtors. Any variation in the amount of the Administrative Claims above or below \$1,086.2 million shall be borne or realized by the Liquidating Trust.

c) On the Effective Date, the Borrower Claims Trust will be funded with the Borrower Claims Trust Assets for the benefit of holders of Borrower Claims. Holders of Borrower Claims shall receive their allocated share of the Borrower Claims Trust Assets in accordance with the methodology and procedures set forth in the Borrower Claims Trust Agreement.

d) On or as soon as practicable after the Effective Date, the Private Securities Claims Trust shall be funded with the Private Securities Claims Trust Unit Distribution, for the benefit of Private Securities Claimants. Private Securities Claimants shall receive their allocable share of Cash distributions received by the Private Securities Claims Trust from

the Liquidating Trust in respect of the Private Securities Claims Trust Unit Distribution, and shall not be required to tender or surrender the RMBS underlying their Private Securities Claims.

e) The RMBS Settlement is incorporated in the Plan and shall become effective on the Effective Date.

f) The Monoline Claims Settlement is incorporated in the Plan and shall become effective on the Effective Date.

g) A settlement of the Allowed amounts and treatment of the Claims held by the Settling Private Securities Claimants for voting purposes is incorporated in the Plan and shall become effective on the Effective Date.

h) Subject to the NJ Carpenters Approval, the amount of the NJ Carpenters Claims Distribution is incorporated in the Plan and shall become effective on the Effective Date.

i) Subject to approval of the Kessler Settlement Agreement by the Bankruptcy Court, a settlement of the Allowed amount and treatment of the Claims of the Kessler Class Claimants pursuant to the Kessler Settlement Agreement is incorporated in the Plan and shall become effective on the Effective Date.

j) A settlement of potential Claims, whether liquidated or unliquidated, of the Senior Unsecured Noteholders and of the Senior Unsecured Notes Indenture Trustee shall become effective on the Effective Date.

k) As agreed upon among the Consenting Claimants, the Junior Secured Notes Claims shall be allocated among the Debtors and holders of Allowed Junior Secured Notes Claims shall receive payment in full on the Effective Date on account of such Allowed Claims, as determined by the JSN Adversary Proceeding.

l) The GMACM Debtors and the RFC Debtors shall waive and release all subrogation claims against the ResCap Debtors.

m) Each Debtor agrees to compromise Intercompany Balances and such Claims shall not be entitled to receive any recovery under the Plan.

B. Ally Settlement

Ally shall pay the Estates the Ally Contribution in accordance with the Plan. In exchange for Ally's contributions to the Chapter 11 Cases, including the Ally Contribution, Ally shall be entitled to the following consideration:

- a) Debtor Releases;
- b) Third Party Releases;

c) Settlement of Debtors' Rights to and Under Settlement Insurance Policies: The Debtors (i) agree to permit Ally exclusively to recover under the Settlement Insurance Policies; (ii) relinquish in favor of Ally and its Representatives all coverage that might otherwise belong to, or inure to the benefit of, the Debtors under such Settlement Insurance Policies; (iii) shall, at Ally's discretion, assign, and seek an Order of the Bankruptcy Court permitting the assignment, to Ally of any and all of the Debtors' rights under the Settlement Insurance Policies with respect to any claims made against the Debtors or their Representatives prior to or during the bankruptcy, including each of the claims set forth on a schedule to Exhibit B to the Plan Support Agreement; and (iv) shall cooperate fully with Ally, in order to help maximize Ally's recovery under the Settlement Insurance Policies with respect to claims against the Debtors or their Representatives.

The Debtors shall retain their rights as insureds under the existing Ally general liability and workers' compensation insurance policies for bodily injury and property damage claims to the extent covered by those insurance policies. By the Effective Date, the Debtors shall be required to have purchased their own insurance policies (including general liability and workers' compensation insurance) to cover all risks of loss, damage or injury (including bodily injury and property damage) occurring on or after the Effective Date. For the avoidance of doubt, there is no obligation for Ally to provide insurance under the Plan, or otherwise.

Notwithstanding anything to the contrary herein, nothing in the Plan or Confirmation Order shall release, enjoin, or preclude any Representative of the Debtors from pursuing any rights a Representative of the Debtors may have (i) to indemnification or advancement from Ally solely for any claims that are not released by the Plan and the Confirmation Order; or (ii) as an "insured" under any insurance coverage purchased by Ally or covering Representatives of the Debtors, or against any party (other than the Debtors) arising out of such policies of insurance, solely for any claims that are not released herein and in the Confirmation Order. For the avoidance of doubt, nothing in this Plan expands or reduces any existing indemnification rights or rights as an "insured" for any Representative of the Debtors for claims that are not released by the Plan.

For the avoidance of doubt, the releases in the Plan shall not extend to any rights, defenses, or counterclaims, under any directors & officers or errors & omissions insurance policies sold by any of the Consenting Claimants or their affiliates and covering either Debtors or any of the Ally Released Parties. Nor do the releases herein extend to any indemnity rights against non-Ally Released Parties arising out of the Kessler Class Action or to any other indemnity right against non-Ally Released Parties arising out of any other claims of Borrowers; specifically, the releases do not extend to any indemnity rights RFC may have against any non-Ally Released Party that is a successor in interest to CBNV and GNBT, including, but not limited to, those indemnity rights extending out of the Client Contracts between RFC, on the one hand, and either CBNV or GNBT, on the other hand, which incorporate by reference the indemnity provisions of RFC's AlterNet Seller Guide.

No rights of the Consenting Claimants are released under the Plan in their capacity as liability insurance or reinsurance carriers for Ally or the Debtors, to the extent applicable. In addition, nothing herein or in the Confirmation Order shall impair any of the Debtors' or any Borrower or former Borrower's rights or remedies (including the GM Insurance Rights) under or

with respect to insurance policies other than the Settlement Insurance Policies (as assigned in the Plan), including but not limited to the GM Policies.

With respect to the Settlement Insurance Policies, the Confirmation Order shall contain language regarding the settlement of insurance that is reasonably acceptable to Ally, the Plan Proponents, and the Consenting Claimants.

d) Release of Funds: On the Effective Date, the Debtors will (i) transfer the funds held in the Ally Indemnity Escrow Account to Ally, and (ii) remit the Misdirected Funds to Ally, and Ally shall release the approximately \$1.787 million in Cash that was overfunded by the Debtors prior to the Petition Date and which is currently held by Ally.

e) Regulatory Obligations: Through the Effective Date, the Debtors shall perform all respective obligations under the DOJ/AG Settlement, the Consent Order, and the Order of Assessment, including, for the avoidance of doubt, satisfying the settlement of the foreclosure review obligations under the Consent Order, fulfilling all specific performance obligations, and satisfying all monetary obligations in full in Cash; provided, however, that the Debtors shall not be obligated to perform those obligations under the DOJ/AG Settlement and the Consent Order that Ocwen or Walter is obligated to perform under the Ocwen APA. On and after the Effective Date, the Liquidating Trust shall assume all rights and perform all obligations of the Debtors under the Ocwen APA, the DOJ/AG Settlement, the Consent Order, and the Order of Assessment (including as set forth above) other than those obligations under the DOJ/AG Settlement and the Consent Order that Ocwen or Walter is obligated to perform under the Ocwen APA. For the avoidance of doubt, as of the Effective Date, Ally shall have no obligations under the Consent Order and the Order of Assessment; any monetary obligations of Ally under the DOJ/AG Settlement are governed by Article IX.D, IX.E and IX.H of the Plan. Nothing set forth herein is intended to or shall be deemed to modify any right or obligation of Ocwen or Walter with respect to the DOJ/AG Settlement and the Consent Order, each of which shall be governed in all respects by the provisions of the Ocwen APA.

f) Treatment of Ally Contract Claims. On the Effective Date, the Ally Contract Claims shall be presumptively Allowed in full and the Debtors shall pay such Claims in full in Cash. The parties to the Ally Contracts shall perform under such contracts in accordance with the terms of such contracts and orders of the Bankruptcy Court. For the avoidance of doubt, the parties' performance under each Ally Contract shall terminate in accordance with the terms of such contract and orders of the Bankruptcy Court, subject to an agreement among the Debtors, the Creditors' Committee, and Ally to otherwise terminate such contract. Ally shall provide to the Plan Proponents a good-faith estimate of the Ally Contract Claims on or about August 15, 2013; and every month thereafter until the Effective Date, provided, for the avoidance of doubt, such estimate shall be non-binding on Ally and subject to change. Except with respect to the Debtors' and the Liquidating Trust's obligations to Ally as specifically set forth in the Plan (including their obligations to perform under the Ally Contracts in accordance with their terms), on and after the Effective Date the Debtors and the Plan Trusts shall have no other obligations to the Ally Released Parties. In the event that before Confirmation of the Plan, Ally identifies claims that arose prior to the Petition Date under the Ally Contracts, the Plan Proponents and Ally agree to negotiate in good faith with respect to the treatment of such claims under the Plan. Nothing herein will be deemed an assumption of the Ally Contracts.

The consideration set forth above and the rights and obligations accorded elsewhere in this Plan to Ally shall constitute the compromise and settlement under Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code in exchange for the consideration provided by Ally, and shall further constitute the Bankruptcy Court's finding that such consideration to Ally is: (1) in exchange for the good, valuable and substantial consideration from the Ally Released Parties; (2) in the best interests of the Debtors, the Estates, the Liquidating Trust and all holders of Claims and Equity Interests; (3) a good faith settlement and compromise of the claims released under the Plan; (4) fair, equitable and reasonable; (5) given and made after due notice and opportunity for a hearing; (6) justified by truly unusual circumstances; (7) an essential component and critical to the success of the Plan; (8) resulting in distributions to the creditors that would otherwise have been unavailable; (9) the result of an identity of interest between the Debtors and the Ally Released Parties regarding the Plan; and (10) a bar to the Debtors, the Liquidating Trust, in the case of the Debtor Releases, and any party asserting a claim or cause of action released against any of the Ally Released Parties in connection with the Third Party Release.

C. RMBS Settlement

Entry of the Confirmation Order, pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code, shall constitute approval of the RMBS Settlement, on terms set forth herein. The Global Settlement constitutes a good faith compromise and settlement of all objections to the Original RMBS Settlement Agreements by the Creditors' Committee and Consenting Claimants, as applicable, and all such objections shall be deemed withdrawn with prejudice upon entry of the Confirmation Order.

1. Modification of Original RMBS Settlement Agreements. The Original RMBS Settlement Agreements are hereby expanded to include all RMBS Trusts holding RMBS Trust Claims and are otherwise modified as set forth herein.

2. Allowance of RMBS Trust Claims and Distribution of Units to the RMBS Claims Trust for the benefit of the RMBS Trusts.

(a) Entry of the Confirmation Order shall constitute approval of the Allowed amount of the RMBS Trust Claims as non-subordinated Unsecured Claims, subject only to the Allowed Fee Claim, in the aggregate amounts of (i) \$209.8 million against the GMACM Debtors; (ii) \$7,091.2 million against the RFC Debtors; and (iii) \$0 against the ResCap Debtors. On account of the Allowed RMBS Trust Claims, the RMBS Claims Trust shall receive (i) its Pro Rata Share of the GMACM Debtors Unit Distribution (the "GMACM Pool") and (ii) its Pro Rata Share of the RFC Debtors Unit Distribution (the "RFC Pool"), provided, however, 5.7% of the Allowed RMBS Trust Claims, including the Units to be distributed on account thereof (and any Distributable Cash thereon), shall be directly allocated to counsel for the Institutional Investors, without conveyance to the RMBS Claims Trust, the RMBS Trustees, or the RMBS Trusts, as the Allowed Fee Claim, in accordance with Article IV.C.6 of this Plan.

(b) Notwithstanding anything to the contrary contained in the Plan, including but not limited to the approval of the Allowed amounts of the Claims held by RMBS Trust against the GMACM Debtors, the RFC Debtors and the ResCap Debtors described in the

preceding paragraph, the Units distributed to the RMBS Claims Trust shall be reallocated in accordance with Section 3 below.

3. *RMBS Trust Allocation Protocol.* The Units distributed to the RMBS Claims Trust, pursuant to Article IV.C.2(a) shall be re-allocated between the GMACM Pool and the RFC Pool as provided in subparagraph (b) below, and subsequent distributions from the RMBS Claims Trust of such Units or Distributable Cash received from the Liquidating Trust as distributions on such Units, as so reallocated, shall be made to the RMBS Trusts pursuant to subparagraphs (c) and (d) below. In no event shall the provisions of this paragraph 3 entitle the RMBS Claims Trust to a distribution any more or any less than the Units described in Article IV.C.2(a), Article III or other applicable provisions of the Plan.

(a) *Recognized RMBS Trust Claims.*

(i) **Recognized Cure Claims.** For each RMBS Trust whose Servicing Agreement was assumed by the applicable Debtor, the Recognized cure claims for servicing damages against any of the GMACM Debtors are listed on Schedule 1-G (the “GMACM Recognized Cure Claims”) and the Recognized Cure Claims for Servicing Damages against any of the RFC Debtors are listed on Schedule 1-R (the “RFC Recognized Cure Claims”, together with the GMACM Recognized Cure Claims, the “Recognized Cure Claims”). The Recognized Cure Claims do not include servicing damage claims arising under any Servicing Agreement that was not assumed by the applicable Debtor by the Effective Date pursuant to a Final Order, for any reason, including the following: (a) prior to the Petition Date, the applicable Debtors transferred all of its servicing obligations for the RMBS Trust to a non-Debtor servicer; (b) prior to the Petition Date, the applicable Debtor ceased servicing all mortgage loans in the RMBS Trust, either because the RMBS Trust was wound up or otherwise; or (c) after the Petition Date, the applicable Debtor chose not to assume the Servicing Agreement.

(ii) **Recognized R+W Claims**

(1) *Recognized Original R+W Claims.* For each of the Original Settling RMBS Trusts, the Recognized R+W Claims against GMACM are listed on Schedule 2-G (the “GMACM Recognized Original R+W Claims”) and the Recognized R+W claims against RFC are listed on Schedule 2-R (the “RFC Recognized Original R+W Claims,” together with the GMACM Recognized Original R+W Claims, the “Recognized Original R+W Claims”).

(2) *Recognized Additional R+W Claims.* For each of the Additional Settling RMBS Trusts, the Recognized R+W Claims against GMACM are listed on Schedule 3-G (the “GMACM

Recognized Additional R+W Claims”) and the Recognized R+W Claims against RFC are listed on Schedule 3-R (the “RFC Recognized Additional R+W Claims,” together with the GMACM Recognized Additional R+W Claims, the “Recognized Additional R+W Claims”).

- (iii) **Recognized Unsecured Servicing Claims.** For each RMBS Trust whose Servicing Agreement was not assumed by the applicable Debtor by the Effective Date pursuant to a Final Order, the Recognized Unsecured Claims for servicing damages against GMACM are listed on Schedule 4-G (the “GMACM Recognized Unsecured Servicing Claims”), and the Recognized Unsecured Claims for servicing damages against RFC are listed on Schedule 4-R (the “RFC Recognized Unsecured Servicing Claim,” together with the GMACM Recognized Unsecured Servicing Claim, the “Recognized Unsecured Servicing Claims”).
- (iv) **Effect of Monoline Insurance on Recognized Claims.** If an RMBS Trust (i) is an Insured RMBS Trust and (ii) has made policy claims against its Monoline and as of the Effective Date has received full payment of such claims, the Recognized Claim of such RMBS Trust will be set to zero, unless (a) such Insured RMBS Trust is one for which the sum of the net unreimbursed insurance payments, the accrued and unpaid losses, and projected future policy payments is zero or close to zero, (b) such Insured RMBS Trust contains one or more unwrapped tranches of securities that rank senior or equal in priority to tranches insured by a Monoline, in which case the portion of such Insured RMBS Trust’s Claims allocable to such unwrapped tranches shall not be set to zero (or, when applicable to the following sentence, shall not be reduced) and any distribution on such unwrapped tranches shall be allocable only to such unwrapped tranches, or (c) the RMBS Trustees, with the advice of Duff, reasonably determine that, based on a particular RMBS Trust’s structure, it would be unfair or inequitable to set the Recognized Claim to zero or, when applicable to the following sentence, it would be unfair to reduce the Recognized Claim (each of (a), (b) or (c), an “Insured Exception”), in each case as determined by Duff. If an RMBS Trust (i) is an Insured RMBS Trust and (ii) has made policy claims against its Monoline and, as of the Effective Date has not received full payment of such claims, the Recognized Claims of such RMBS Trusts will be reduced to take into account the value of partial payments made (or expected to be made) by such Monoline, if any, on such claims, unless an Insured Exception applies as determined by Duff as of the Effective Date.
- (v) **Necessity of a Timely Filed Proof of Claim.** An RMBS Trust will not have any Recognized Claim unless a Proof of Claims asserting an

RMBS R+W Claim or an RMBS Cure Claim, as applicable, was timely filed for that RMBS Trust.

(b) Reallocation of Units from the RFC Pool to the GMACM Pool. The number of Units distributed to the GMACM Pool and the RFC Pool is a function of the approval of the Allowed Amounts of the Unsecured Claims held by the RMBS Trusts against the Debtor Groups as provided in Article IV.C.3(a), but, as an integral part of the RMBS Settlement, the Units to be held in the GMACM Pool and the RFC Pool shall be determined based on the amount of the GMACM Recognized Cure Claims, the RFC Recognized Cure Claims, the GMACM Recognized Original R+W Claims, the RFC Recognized Original R+W Claims, the GMACM Recognized Additional R+W Claims, the RFC Recognized Additional R+W Claims, the GMACM Recognized Servicing Claims and the RFC Recognized Servicing Claims. Based on calculations prepared by Duff (taking into account the allocation of the Allowed Fee Claim), 2,949,494 Units⁵ (together with any cash distributions, if any, on such Units made prior to the reallocation of Units contemplated by this paragraph) shall be moved from the RFC Pool to the GMACM Pool.

(c) Allocations of Units in the GMACM Pool to RMBS Trusts with Recognized Claims against GMACM. For purposes of allocations of Units held in the GMACM Pool to RMBS Trusts having Recognized Claims against GMACM, Duff shall calculate the aggregate value of each such RMBS Trust's Recognized Claims as of the Effective Date as follows: (i) GMACM Recognized Cure Claims shall be valued at 100% of the GMACM Recognized Cure Claims, if any, for such RMBS Trust shown on the applicable RMBS Trust Claims Schedules; (ii) GMACM Recognized Original R+W Claims, GMACM Recognized Additional R+W Claims and GMACM Recognized Unsecured Servicing Claims of such RMBS Trust, if any, will be valued at 16.7%⁶ of the GMACM Recognized Original R+W Claims, GMACM Recognized Additional R+W Claims, and GMACM Recognized Unsecured Servicing Claims shown on the applicable RMBS Trust Claims Schedules; and (iii) the values so calculated will be summed for each such RMBS Trust (the "GMACM Weighted Claim"). All distributions from the RMBS Claims Trust from the GMACM Pool to RMBS Trusts with Recognized Claims against GMACM will be based on the percentage that such RMBS Trust's GMACM Weighted Claim has to the total of all of the GMACM Weighted Claims.

(d) Allocations of Units in the RFC Pool to RMBS Trusts with Recognized Claims against RFC. For purposes of allocations of Units held in the RFC Pool to RMBS Trusts having Recognized Claims against RFC, Duff shall calculate the aggregate value of each such RMBS Trust's Recognized Claims as of the Effective Date as follows: (i) RFC Recognized Cure Claims shall be valued at 100% of the RFC Recognized Cure Claims, if any, for such RMBS Trust shown on the applicable RMBS Trust Claims Schedules, (ii) RFC Recognized Original R+W Claims, RFC Recognized Additional R+W Claims and RFC Recognized Unsecured Servicing Claims of such RMBS Trust, if any, will be valued at 5.34%⁷ of the RFC Recognized Original R+W Claims, RFC Recognized Additional R+W Claims, and RFC Recognized

⁵ Subject to adjustment after the Unit Issuance Percentages are adjusted as contemplated by Art. IV.J.

⁶ Subject to adjustment after the Unit Issuance Percentages are adjusted as contemplated by Art. IV.J.

⁷ Subject to adjustment after the Unit Issuance Percentages are adjusted as contemplated by Art. IV.J.

Unsecured Servicing Claims shown on the applicable RMBS Trust Claims Schedules, and (iii) the values so calculated will be summed for each such RMBS Trust (the “RFC Weighted Claim”). All distributions from the RMBS Claims Trust from the RFC Pool to RMBS Trusts with Recognized Claims against RFC will be based on the percentage that such RMBS Trust’s RFC Weighted Claim has to the total of all of the RFC Weighted Claims.

(e) Distributions as Subsequent Recoveries. All distributions from the GMACM Pool or the RFC Pool on account of any Recognized RMBS Claim shall be treated as “Subsequent Recoveries,” as that term is defined in the applicable governing agreement for that RMBS Trust; provided that if the governing agreement for a particular RMBS Trust does not include the term “Subsequent Recovery,” the distribution resulting from any Recognized Claim shall be distributed as though it was unscheduled principal available for distribution on that distribution date; provided, however, that should the Bankruptcy Court determine that a different treatment is required to conform the distributions to the requirements of the governing agreements, that determination shall govern and shall not constitute a material change to this Plan. Notwithstanding the forgoing or anything to the contrary in any governing agreement, no distributions from the GMACM Pool or the RFC Pool will be paid over to any Monoline.

4. Monoline Reservation. Each Insured RMBS Trust shall retain the ability to enforce its rights, in the Bankruptcy Court or otherwise, against any Monoline (other than FGIC) that does not, in the future, perform in accordance with an insurance policy for the benefit of that RMBS Trust.

5. RMBS Trustee Fees and Expenses. In addition to distributions made on account of RMBS Trust Claims, the RMBS Trustees will be paid in full in Cash on the Effective Date for their reasonable pre- and post-petition fees and expenses, pursuant to the provisions of and subject to the procedures set forth in the *Final Supplemental Order (I) Authorizing the Debtors to Continue Implementing Loss Mitigation Programs; (II) Approving Procedures for Compromise and Settlement of Certain Claims, Litigations and Causes of Action; (III) Granting Limited Stay Relief to Permit Foreclosure and Eviction Proceedings, Borrower Bankruptcy Cases, and Title Disputes to Proceed; and (IV) Authorizing and Directing the Debtors to Pay Securitization Trustee Fees and Expenses* [Docket No. 774], and the *Order under 11 U.S.C. §§ 105, 363, and 365, and Fed Bankr. P. 2002, 6004, 6006, and 9014 (I) Approving (A) Sale of Debtors’ Assets Pursuant to Asset Purchase Agreement with Ocwen Loan Servicing, LLC; (B) Sale of Purchased Assets Free and Clear of Liens, Claims, Encumbrances, and Other Interests; (C) Assumption and Assignment of Certain Executory Contracts and Unexpired Leases Thereto; (D) Related Agreements; and (II) Granting Related Relief* [Docket No. 2246] (the “Sale Order”), which provisions and procedures will also apply to HSBC. The RMBS Trustees may be reimbursed for their reasonable fees and expenses associated with making distributions and taking other actions required under the Plan following the Effective Date in accordance with the provisions of the applicable pooling and servicing agreements, including but not limited to pooling and servicing agreements assumed by the Debtors and assigned to the purchaser/assignee of same. For the avoidance of doubt, the foregoing shall not modify the terms of the Sale Order.

6. Allowed Fee Claim. The Plan Supplement sets forth the stipulated amounts of the Allowed Fee Claim. On the Effective Date or as soon as practicable thereafter, the Liquidating Trust shall distribute Units on account of the Allowed Fee Claim to counsel for the Institutional

Investors. For the avoidance of doubt, the amount of the Allowed Fee Claim shall reduce the total Units (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 payable to counsel for the Institutional Investors may be reduced to separate claim stipulations for the convenience of the parties subject to the terms of the Plan.

7. *Affirmative Findings.* The Confirmation Order shall include affirmative findings that the Plan, including the RMBS Settlement and the FGIC Settlement Agreement, is in the best interests of Investors, that the RMBS Trustees acted in good faith and in the best interests of the Investors in entering into the Plan Support Agreement and performing their obligations thereunder, including voting for the Plan, provided, however, the Confirmation Order shall provide that such findings shall be binding solely in connection with the RMBS Trustees, the RMBS Trusts (including the Investors in the RMBS of such RMBS Trusts), and the actions of the RMBS Trusts and the RMBS Trustees with respect to the Plan Support Agreement and the Plan, including the RMBS Settlement, and the FGIC Settlement Agreement.

8. *Continuation of Governing Agreements.* Except with respect to the Debtors and the Liquidating Trust, all agreements, indentures, pooling and servicing agreements and other documents governing the RMBS Trusts shall remain in full force and effect in accordance with their terms and conditions, except (i) to the extent modified by consent in connection with any assumption and assignment thereof or (ii) as specifically provided in Article IV.C.3.e above.

D. Settlement of Monoline Claims.

1. *MBIA Settlement.* Entry of the Confirmation Order, pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code, shall constitute approval of Allowed non-subordinated General Unsecured Claims held by MBIA in the amount of \$719 million against the ResCap Debtors, \$1,450 million against the GMACM Debtors, and \$1,450 million against the RFC Debtors. In full and final satisfaction of MBIA's General Unsecured Claims against the Debtors, MBIA shall receive on account of its Allowed General Unsecured Claims (i) its Pro Rata Share of the GMACM Debtors Unit Distribution, (ii) its Pro Rata Share of the RFC Debtors Unit Distribution, and (iii) its Pro Rata Share of the ResCap Debtors Unit Distribution, as applicable.

2. *FGIC Settlement.* As a condition precedent to Plan Consummation, the Bankruptcy Court and the FGIC Rehabilitation Court each shall have approved, by no later than September 16, 2013, the FGIC Settlement Agreement, which governs the amount and priority of the General Unsecured Claims held by FGIC. Entry of an order substantially in the form attached to the FGIC Settlement Agreement as Exhibit D (or such other form as agreed to by FGIC, the Debtors, the RMBS Trustees, and counsel for the Institutional Investors), pursuant to Bankruptcy Rule 9019, shall constitute approval, among other things, of the minimum Allowed non-subordinated General Unsecured Claim amounts as set forth therein. Entry of the Confirmation Order pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code, shall constitute approval of Allowed non-subordinated General Unsecured Claims held by FGIC in the amount of \$337.5 million against the ResCap Debtors, \$181.5 million against the GMACM Debtors, and \$415.0 million against the RFC Debtors, as implemented by the

Plan. In full and final satisfaction of FGIC's General Unsecured Claims against the Debtors, FGIC shall receive on account of its Allowed General Unsecured Claims: (i) its Pro Rata Share of the GMACM Debtors Unit Distribution, (ii) its Pro Rata Share of the RFC Debtors Unit Distribution, and (iii) its Pro Rata Share of the ResCap Debtors Unit Distribution, as applicable.

3. Assured Settlement. Entry of the Confirmation Order, pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code, shall constitute approval of Allowed non-subordinated General Unsecured Claims held by Assured in the amount of \$88,868,346 against the GMACM Debtors and \$57,950,560 against the RFC Debtors. In full and final satisfaction of Assured's General Unsecured Claims against the Debtors, Assured shall receive on account of its Allowed General Unsecured Claims: (i) its Pro Rata Share of the GMACM Debtors Unit Distribution, and (ii) its Pro Rata Share of the RFC Debtors Unit Distribution, as applicable.

4. Ambac Settlement. Subject to Bankruptcy Court approval of the Ambac Cure Stipulation, entry of the Confirmation Order, pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code, shall constitute approval of Allowed non-subordinated General Unsecured Claims held by Ambac in the amount of \$207,315,815 against the GMACM Debtors and \$22,800,000 against the RFC Debtors. In full and final satisfaction of Ambac's General Unsecured Claims against the Debtors, Ambac shall receive on account of its Allowed General Unsecured Claims: (i) its Pro Rata Share of the GMACM Debtors Unit Distribution, and (ii) its Pro Rata Share of the RFC Debtors Unit Distribution, as applicable.

E. Private Securities Claims Trust

The Private Securities Claims Trust shall be established for the sole benefit of the holders of Allowed Private Securities Claims, and shall be funded on the Effective Date with the Private Securities Claims Trust Unit Distribution. The Private Securities Claims Trust shall be administered by the Private Securities Claims Trustee, who shall distribute to holders of Allowed Private Securities Claims in accordance with the Private Securities Claims Trust Agreement (a) the Cash distributed by the Liquidating Trust in respect of the Units allocated to the Private Securities Claims Trust to holders of Allowed Private Securities Claims, or (b) the Units transferred to the Private Securities Claims Trust that constitute the Private Securities Claims Trust Unit Distribution.

1. Private Securities Claims Trust Agreement. On or before the Effective Date, the Private Securities Claims Trust Agreement, in a form reasonably acceptable to the Plan Proponents, Ally and the Settling Private Securities Claimants, each in their individual capacity, shall be executed, and all other necessary steps shall be taken to establish the Private Securities Claims Trust and the interests therein, which shall be for the benefit of the holders of Allowed Private Securities Claims. The Private Securities Claims Trust Agreement shall provide for the distribution of the Private Securities Trust Assets in accordance with the allocation agreement, executed by each of the Private Securities Claimants.

2. Purpose of the Private Securities Claims Trust. The Private Securities Claims Trust shall be established to perform the following duties, to the extent necessary: (i) directing the processing, liquidation and payment of the Allowed Private Securities Claims in accordance with the Plan; and (ii) preserving, holding, and managing the assets of the Private Securities

Claims Trust for use in paying and satisfying Allowed Private Securities Claims. The Private Securities Claims Trust Agreement shall include, among other things: (i) the terms, methodology, criteria, and procedures for distributing either (a) the Cash distributed by the Liquidating Trust in respect of the Units allocated to the Private Securities Claims Trust to holders of Allowed Private Securities Claims, or (b) the Units transferred to the Private Securities Claims Trust that constitute the Private Securities Claims Trust Unit Distribution; and (ii) to the extent necessary, the establishment of appropriate disputed claims reserves.

3. Private Securities Claimants to Forego Other Recoveries. In consideration of the Private Securities Claims Trust Unit Distribution transferred to the Private Securities Claims Trust and in furtherance of the purposes of the Private Securities Claims Trust and the Plan, the Private Securities Claimants shall agree to forego any other recovery from the Debtors or the Liquidating Trust in respect of the Private Securities Claims, and neither the Debtors, Ally, nor the Liquidating Trust shall have any further financial or other responsibility or liability therefor. Private Securities Claimants instead shall be entitled to receive their allocated share of either (a) the Cash available for distribution from the Private Securities Claims Trust in respect of the Private Securities Claims Trust Unit Distribution, or (b) the Units transferred to the Private Securities Claims Trust that constitute the Private Securities Claims Trust Unit Distribution, in each case in accordance with the Private Securities Claims Trust Agreement, as their sole source of recovery in respect of the Private Securities Claims.

4. Administration of the Private Securities Claims Trust. The Private Securities Claims Trust shall be administered by the Private Securities Claims Trustee. For the avoidance of doubt, upon the Effective Date, the Private Securities Claims Trust shall be completely independent of the Liquidating Trust and the Liquidating Trust shall have no authority over the Private Securities Claims Trust. One or more candidates for the Private Securities Claims Trustee shall be recommended on or before the Effective Date by the Settling Private Securities Claimants, in each of their individual capacities, and the Private Securities Claims Trustee will be designated with the consent of the Plan Proponents, which consent shall not be unreasonably withheld.

5. Distributions to the Private Securities Claimants. To the extent the Private Securities Claims Trust holds the Units distributed by the Liquidating Trust, the Cash distributions received by the Private Securities Claims Trust in respect of the Units that it holds shall be distributed to holders of Allowed Private Securities Claims in accordance with the methodology, criteria and procedures established in the Private Securities Claims Trust Agreement. To the extent the Private Securities Claims Trust has distributed the Units that constitute the Private Securities Claims Trust Unit Distribution to Private Securities Claimants, the Liquidating Trust shall make Cash distributions directly to the Private Securities Claimants.

6. Settlement of Allowed Claims of Settling Private Securities Claimants. Entry of the Confirmation Order, pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code, shall constitute approval of the settlement of the Allowed Claim amounts for voting purposes of each of the Settling Private Securities Claimants as follows: AIG shall have an allowed claim of \$1.168 billion for voting purposes, Allstate shall have an allowed claim of \$140 million for voting purposes, MassMutual shall have an allowed claim of \$218 million for voting purposes, and Prudential shall have an allowed claim of \$227 million for voting purposes.

7. Costs and Expenses of Private Securities Claims Trust. The reasonable costs and expenses of administering the Private Securities Claims Trust, including the reasonable fees and expenses of the Private Securities Claims Trustee and its retained professionals, shall be funded on the Effective Date as agreed to by the Plan Proponents and Consenting Claimants.

8. Retention of Professionals by Private Securities Claims Trustee. The Private Securities Claims Trustee may retain and reasonably compensate counsel and other professionals to assist in its duties as Private Securities Claims Trustee on such terms as the Private Securities Claims Trustee deems appropriate without Bankruptcy Court approval, but subject to the terms and conditions provided for in the Private Securities Claims Trust Agreement. The Private Securities Claims Trustee may retain professionals who represented parties in the Chapter 11 Cases, provided such retention is otherwise permissible under applicable law.

9. Indemnification of the Private Securities Claims Trustee. The Private Securities Claims Trustee and its agents or professionals shall not be liable for any actions taken or omitted in its capacity as, or on behalf of, the Private Securities Claims Trustee or the Private Securities Claims Trust, except those acts arising out of its own willful misconduct, gross negligence, or bad faith, and each shall be entitled to indemnification or reimbursement for fees and expenses in defending any and all of its actions or inactions in its or their capacity as, or on behalf of, the Private Securities Claims Trustee except for any and all actions or inactions involving willful misconduct, gross negligence, or bad faith. Any indemnification claim of the Private Securities Claims Trustee (and the other parties entitled to indemnification under this subsection) shall be satisfied solely from the assets of the Private Securities Claims Trust and no recourse may be had to the Liquidating Trust, Ally, or the Debtors' Estates. The Private Securities Claims Trustee shall be entitled to rely, in good faith, on the advice of its retained professionals.

F. Borrower Claims Trust

The Borrower Claims Trust shall be established for the sole benefit of the holders of Allowed Borrower Claims, and shall consist of the Borrower Claims Trust Assets. The Borrower Claims Trust shall be administered by the Borrower Claims Trustee, subject to oversight and supervision by the Borrower Claims Trust Committee, who shall administer and distribute the Borrower Claims Trust Assets to holders of Allowed Borrower Claims in accordance with the methodology and procedures set forth in the Borrower Claims Trust Agreement. The Borrower Claims Trust shall be completely independent of the Liquidating Trust and the Liquidating Trustee shall have no authority over the Borrower Claim Trust or the Borrower Claims Trustee.

1. Borrower Claims Trust Agreement. On or before the Effective Date, the Borrower Claims Trust Agreement, in a form reasonably acceptable to the Plan Proponents, Ally and the Kessler Class Claimants, shall be executed, and all other necessary steps shall be taken to establish the Borrower Claims Trust and the interests therein, which shall be for the benefit of the holders of Allowed Borrower Claims. In the event of any conflict between the terms of the Plan with respect to the Borrower Claims Trust and the terms of the Borrower Claims Trust Agreement, the Borrower Claims Trust Agreement shall govern. The Borrower Claims Trust Agreement includes: (i) participation and qualification criteria for holders of Borrower Claims to receive a distribution from the Borrower Claims Trust Assets, (ii) procedures for the prosecution and settlement of objections to Borrower Claims, including those previously filed by the Debtors

or any other party, (iii) the establishment of reserves for Disputed Borrower Claims; and (iv) the establishment of procedures to resolve Disputed Borrower Claims, inclusive of any counterclaims or offsets in favor of the Debtors.

2. Purpose of the Borrower Claims Trust. The Borrower Claims Trust shall be established to, among other things, (i) direct the processing, liquidation and payment of the Allowed Borrower Claims in accordance with the Plan, and the distribution procedures established under the Borrower Claims Trust Agreement, and (ii) preserve, hold, and manage the assets of the Borrower Claims Trust for use in satisfying Allowed Borrower Claims.

3. Assumption of Certain Liabilities by the Borrower Claims Trust. In consideration of the Borrower Claims Trust Assets transferred to the Borrower Claims Trust and in furtherance of the purposes of the Borrower Claims Trust and the Plan, the Borrower Claims Trust shall assume all liability for all Borrower Claims, and neither the Debtors, the Released Parties, nor the Liquidating Trust shall have any further financial or other responsibility or liability therefor.

4. Borrower Claims Trust Assets. The Borrower Claims Trust shall consist of the Borrower Claims Trust Assets and any other assets held from time to time incidental to the administration of the Borrower Claims Trust. On the Effective Date, the Liquidating Trust, in its capacity as Disbursing Agent, shall fund the Borrower Claims Trust with the Cash portion of the Borrower Claims Trust Assets free and clear of all Liens, Claims, and encumbrances, except to the extent otherwise provided herein.

5. Administration of the Borrower Claims Trust. The Borrower Claims Trust shall be administered by the Borrower Claims Trustee subject to the supervision and oversight of the Borrower Claims Trust Committee. The Borrower Claims Trustee will be designated by counsel for the Kessler Class Claimants with the consent of the Plan Proponents, which consent shall not be unreasonably withheld.

6. Distributions from the Borrower Claims Trust. It is the intention that distributions made from the Borrower Claims Trust on account of an Allowed Borrower Claim will 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 in respect of such Allowed Claim, based on the value of the assets in the Liquidating Trust available for distribution to holders of Units 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 of the Allowed Borrower Claims or to the time delay in receipt of distributions in respect of the Units issued by the Liquidating Trust). For the avoidance of doubt, the comparable recovery percentages 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 in respect of such Allowed Claim shall be established once and finally and for all purposes, including for all future distributions by the Borrower Claims Trust, at the time of and in connection with the Borrower Trust True-Up and confirmation of the Plan, and neither the amount to be transferred to the Borrower Claims Trust nor the percentage distributions from the Borrower Claims Trust shall be adjusted following the Effective Date based on actual experience with respect to recoveries from the Liquidating Trust following the Effective Date of the Plan.

Except as otherwise provided herein or in the Kessler Settlement Agreement, to the extent a Borrower recovers insurance proceeds on account of all or some of an Allowed Borrower Claim, (i) if distributions on account of such Allowed Borrower Claim have not been made, the amount of such Allowed Borrower Claim shall be reduced to the extent paid by insurance proceeds, or (ii) if distributions on account of such Allowed Borrower Claim have been made, the Borrower shall be required to return an amount equal to all distributions received by the Borrower from the Borrower Claims Trust on account of such Allowed Borrower Claim multiplied by a fraction, the numerator of which is the amount of the insurance proceeds received and the denominator of which is the amount of its Allowed Borrower Claim. Such Borrower shall thereafter continue to be entitled to its proportionate share of any future distribution from the Borrower Claims Trust. For the avoidance of doubt, the Kessler Settlement Class shall continue to be entitled to its proportionate share of any such future distribution. Any Borrower who recovers insurance proceeds on account of all or some of an Allowed Borrower Claim shall be required to notify the Borrower Claims Trustee of such recovery within ten (10) Business Days of receipt.

If any 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.

7. *U.S. Federal Income Tax Treatment of Borrower Claims Trust.* All parties (including, without limitation, the Debtors, the Borrower Claims Trustee, and the holders of Borrower Claims) shall treat the Borrower Claims Trust as a "qualified settlement fund" within the meaning of section 468B of the Tax Code and the Treasury Regulations thereunder.

8. *Dissolution of the Borrower Claims Trust.* The Borrower Claims Trustee and the Borrower Claims Trust shall be discharged or dissolved, as applicable, at such time as (i) all Borrower Claims have been resolved by Final Order, written agreement, or pursuant to the Plan, and (ii) all distributions to be made by the Borrower Claims Trustee under the Plan and the Borrower Claims Trust Agreement have been made. Any Cash or other remaining assets in the Borrower Claims Trust shall be transferred to the Liquidating Trust upon dissolution of the Borrower Claims Trust.

9. *Costs and Expenses of Borrower Claims Trust.* The reasonable costs and expenses of administering the Borrower Claims Trust, including the reasonable fees and expenses of the Borrower Claims Trustee and its retained professionals, shall be funded on the Effective Date as agreed to by the Plan Proponents and Consenting Claimants. Such costs shall not include fees and expenses incurred by the Kessler Class Claimants pursuit of GM Insurance Rights.

10. *Retention of Professionals by Borrower Claims Trustee.* The Borrower Claims Trustee may retain and reasonably compensate counsel and other professionals to assist in its duties as Borrower Claims Trustee on such terms as the Borrower Claims Trustee deems appropriate without Bankruptcy Court approval, but subject to the terms and conditions provided for in the Borrower Claims Trust Agreement. The Borrower Claims Trustee may retain

professionals who represented parties in the Chapter 11 Cases, provided such retention is otherwise permissible under applicable law.

11. Indemnification of the Borrower Claims Trustee and the Borrower Claims Trust Committee. The Borrower Claims Trustee and members of the Borrower Claims Trust Committee and their agents or professionals shall not be liable for any actions taken or omitted in its capacity as, or on behalf of, the Borrower Claims Trustee or the Borrower Claims Trust, except those acts arising out of its or their own willful misconduct, gross negligence, or bad faith, and each shall be entitled to indemnification or reimbursement for fees and expenses in defending any and all of its actions or inactions in its or their capacity as, or on behalf of, the Borrower Claims Trust except for an action or inaction involving willful misconduct, gross negligence, or bad faith. Any indemnification claim of the Borrower Claims Trustee and the Borrower Claims Trust Committee (and the other parties entitled to indemnification under this subsection) shall be satisfied solely from the Borrower Claims Trust Assets and no recourse may be had to the Liquidating Trust, the Released Parties or any creditor in these Chapter 11 Cases. The Borrower Claims Trustee and the members of the Borrower Claims Trust Committee shall be entitled to rely, in good faith, on the advice of its retained professionals.

12. Borrower Claims Trustee as Estate Representative under 1123(b)(3)(B). The Borrower Claims Trustee is hereby appointed as the representative of the Estates with respect to Borrower-Related Causes of Action pursuant to section 1123(b)(3)(B) of the Bankruptcy Code.

G. Settlement of Claims of Kessler Class Claimants

1. Settlement of Allowed Amount of Kessler Class Claims. As provided in the Kessler Settlement Agreement, as one element of, and in consideration for, an overall negotiated settlement of numerous disputed claims and issues embodied in the Plan and subject to the entry of the Kessler Settlement Approval Orders, the Kessler Settlement Class shall receive the Allowed Kessler Claim against the RFC Debtors. The sole source of recovery of the Allowed Kessler Claim shall be distributions from the Borrower Claims Trust and the GM Insurance Rights, and not from any other assets or property of the Released Parties, the Liquidating Trust, or the Private Securities Claims Trust.

2. Transfer of GM Insurance Rights. Subject to entry of the Kessler Settlement Approval Orders, on the Effective Date, the Debtors shall convey, transfer, and assign the GM Insurance Rights under the GM Policies in accordance with the Kessler Settlement Agreement and the Kessler Settlement Approval Orders, to (i) the Kessler Settlement Class with respect to indemnity for the Allowed Kessler Claim, and (ii) except to the extent that any such GM Insurance Rights have been transferred by the Debtors to other creditors on or before the Effective Date, the Liquidating Trust with respect to any other GM Insurance Rights. For the avoidance of doubt, the (i) rights of the Kessler Settlement Class in and to the GM Insurance Rights and proceeds thereof, and (ii) the rights of any other creditor who has received from the Debtors an assignment of GM Insurance Rights prior to the Effective Date, shall not be transferred to the Liquidating Trust and shall not constitute Available Assets.

3. Discovery of Additional Insurance Policies. Subject to the entry of the Kessler Settlement Approval Orders, if, 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 will 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.

H. NJ Carpenters Claims Settlement

The NJ Carpenters Settlement, which is subject to the NJ Carpenters Approval, contemplates the payment of the NJ Carpenters Claims Distribution in settlement of the NJ Carpenters Claims, which amount shall be the sole source of recovery available in respect of the NJ Carpenters Claims. If the NJ Carpenters Approval occurs, the NJ Carpenters Class Members shall be entitled to the NJ Carpenters Claims Distribution. The NJ Carpenters Class Opt-Outs shall not receive any portion of the NJ Carpenters Claims Distributions and shall receive no consideration under the Plan other than in respect of their Allowed Claims against the Estates, which Claims shall be classified as General Unsecured Claims and may be subject to subordination. The reasonable costs of class notice and administration shall be advanced by the Debtors prior to the Effective Date in accordance with applicable orders of the Bankruptcy Court and District Court, which costs will be deducted from the NJ Carpenters Claims Distribution. Absent the NJ Carpenters Approval, the NJ Carpenters Class Members will not receive any portion of the NJ Carpenters Claims Distribution, and, to the extent any NJ Carpenters Class Members hold Allowed Claims, such Claims shall be classified as General Unsecured Claims, which claims may be subject to subordination.

I. Senior Unsecured Notes Settlement

The Plan shall constitute a good faith compromise and settlement of claims that the Senior Unsecured Notes Indenture Trustee, on behalf of the Senior Unsecured Noteholders, has against the Ally Released Parties and any Debtor, both as described in the Disclosure Statement. Distributions to the Senior Unsecured Noteholders shall be carried out consistent with Article VII.G.1 of the Plan.

J. Adjustment Mechanism

The allocation of Units issuable pursuant to the Plan shall be determined in accordance with the following adjustment mechanism. Prior to the Initial Unit Distribution Date, a determination shall be made of the estimated amount of the General Unsecured Claims against each of the Debtor Groups that are Disputed Claims, in accordance with the provisions of Article VIII.D. Thereupon, the Unit Issuance Percentages shall be adjusted such that all holders of Allowed Unsecured Claims and the Private Securities Claims Trust shall share proportionately in the accretion or dilution of recoveries as a result of variances in the Allowed amounts of Unsecured Claims from the amounts set forth in the Disclosure Statement; and shall be further adjusted through an iterative mathematical process such that all holders of Allowed Unsecured Claims against a Debtor Group receive Units in the same ratio of number of Units to Allowed amount of Claim. For the purposes of this paragraph, "proportionately" means in proportion to the recovery of the holders of Unsecured Claims in the amounts set forth in the Disclosure Statement.

The Debtor Group Unit Distributions shall be determined based on the respective Unit Issuance Percentages, after adjustment, and shall include, with respect to each Debtor Group, the Units to be issued to holders of Allowed Unsecured Claims against that Debtor Group as of the Initial Unit Distribution Record Date and the Units to be issued to the Disputed Claims Reserve with respect to that Debtor Group.

K. Cancellation of Securities, Indentures, and Other Documents Evidencing Claims and Equity Interests

Subject to the assumption of Executory Contracts and Unexpired Leases as set forth in the Plan, and except for purposes of evidencing a right to distributions under the Plan, on the Effective Date, all notes, stock, instruments, certificates, indentures, guarantees, and other documents or agreements evidencing a Claim against or Equity Interest in the Debtors will be deemed automatically cancelled with respect to the Debtors and shall be of no further force or effect as against the Debtors, whether such document is surrendered for cancellation or not, and the obligations of Ally, the Debtors, or the Liquidating Trust, thereunder or in any way related thereto will be discharged.

Notwithstanding anything to the contrary herein, the Senior Unsecured Notes Indenture will continue in effect for the limited purposes of: (i) allowing the Senior Unsecured Noteholders to receive distributions on account of their Senior Unsecured Notes Claims, and (ii) allowing the Senior Unsecured Notes Indenture Trustee to make distributions in accordance with the terms of the Plan, to fund the Senior Unsecured Notes Indenture Trustee Reserve, and to exercise its Senior Unsecured Notes Indenture Trustee Charging Lien against distributions under the Plan and against the Senior Unsecured Notes Indenture Trustee Reserve for payment of Senior Unsecured Notes Indenture Trustee Fees and Expenses.

Notwithstanding anything to the contrary herein, the First Priority Security Agreement will continue in effect for the limited purposes of allowing the First Priority Collateral Agent to exercise its First Priority Collateral Agent Lien for the payment of First Priority Collateral Agent Fees and Expenses.

Notwithstanding anything to the contrary herein, all Junior Secured Notes, the Junior Secured Notes Indenture and the Junior Secured Notes Security Agreement shall be deemed automatically canceled and discharged on the Effective Date, provided, however, that the Junior Secured Notes, the Junior Secured Notes Indenture and the Junior Secured Notes Security Agreement shall continue in effect solely for the purposes of (i) allowing the Junior Secured Noteholders to receive distributions on account of their Junior Secured Notes Claims as provided in the Plan, (ii) allowing the Junior Secured Notes Indenture Trustee to make the distributions to be made on account of the Junior Secured Notes; and (iii) permitting the Junior Secured Notes Indenture Trustee to assert its Junior Secured Notes Indenture Trustee Charging Lien against such distributions for payment of the Junior Secured Notes Indenture Trustee Fees and the Junior Secured Notes Collateral Agent Fees and Expenses.

L. Treatment of Intercreditor Agreement

Nothing contained herein shall affect the enforceability of the Intercreditor Agreement in accordance with, and subject to, the terms thereof and any applicable law, and all rights and obligations, if any, of the parties to the Intercreditor Agreement thereunder, or in connection therewith, are preserved; provided, on and after the Effective Date, the obligation of the Liquidating Trust, as successor to the Debtors under the Intercreditor Agreement shall be limited to facilitating enforcement of the Intercreditor Agreement as between the other parties thereto; provided further, however, that notwithstanding anything to the contrary contained herein, the Estates and the Liquidating Trust shall not in any way incur any monetary obligations to any party as a result of or in any way related to the enforcement of the terms of the Intercreditor Agreement.

M. Compensation Order

Notwithstanding anything herein to the contrary, following the Effective Date, Ally and the Liquidating Trust shall continue to comply with their respective obligations under the Compensation Order.

N. Corporate Action

Except as otherwise provided in the Plan, the corporate or related actions to be taken by or required of the Debtors in connection with each matter provided for by the Plan shall, as of the Effective Date, be deemed to have occurred and be effective as provided in the Plan, and shall be authorized, approved, and, to the extent taken prior to the Effective Date, ratified in all respects without any requirement of further action by holders of Claims or Equity Interests, directors of the Debtors, or any other Entity. On or prior to the Effective Date, the appropriate officers of the Debtors shall be authorized and directed to issue, execute, and deliver the agreements, securities, instruments, or other documents contemplated by the Plan, or necessary or desirable to effect the transactions contemplated by the Plan, in the name of and on behalf of the Debtors, prior to the Effective Date, or the Liquidating Trust, following the Effective Date. Notwithstanding any requirements under nonbankruptcy law, the authorizations and approvals contemplated by this provision shall be effective.

On the Effective Date, upon the appointment of the Liquidating Trust Board, the persons acting as directors, managers, and officers of the Debtors prior to the Effective Date as the case may be, will be released from all further authority, duties, responsibilities, and obligations relating to and arising from operations of the Debtors or the Chapter 11 Cases, including, for the avoidance of doubt, the continuing obligations related to the DOJ/AG Settlement. Upon such release and discharge, the Liquidating Trust Board will be charged with the authority, duties, responsibilities, and obligations relating to and arising from operations of the Debtors and these Chapter 11 Cases, except to the extent such authority, duties, responsibilities, and obligations are to be undertaken by the Private Securities Claims Trustee, the RMBS Claims Trust Trustees, the Borrower Claims Trustee, or, with respect to the NJ Carpenters Claims Distribution, in each case as provided in the Plan.

O. Dissolution of the Debtors

On and after the Effective Date, the Liquidating Trust Board shall be authorized, in its sole and absolute discretion, to take all actions reasonably necessary to manage or dissolve the Debtors and their subsidiaries, including the Non-Debtor Subsidiaries, under applicable laws, including the laws of the jurisdictions in which they may be organized or registered, notwithstanding any applicable consent requirements or other restrictions contained in any financing agreements or other debt documents to which any Debtor is a party, and to pay all reasonable costs and expenses in connection with such dissolutions, including the costs of preparing or filing any necessary paperwork or documentation. The Liquidating Trust Board shall have no liability for using its discretion to dissolve or not dissolve any of the Debtors or their subsidiaries. Whether or not dissolved, the Debtors shall have no authorization to implement the provisions of this Plan from and after the Effective Date except as specifically provided otherwise in the Plan. Notwithstanding the foregoing, the Liquidating Trust Board shall not dissolve any Debtor to the extent such Debtor is required to hold Available Assets after the Effective Date pursuant to Article VI.C of the Plan, and any such Debtors shall be authorized to take such actions at the direction of the Liquidating Trust Board as may be necessary to implement the provisions of the Plan with respect to such Available Assets.

P. Effectuating Documents; Further Transactions

On the Effective Date, the Liquidating Trust Board will be authorized to take any actions or effect transactions, including conversions, dissolutions, transfers, liquidations, or other corporate transactions, as may be determined by the Liquidating Trust Board to be necessary or appropriate to implement to terms of the Plan. After the Effective Date, the Liquidating Trust Board may utilize the aforementioned authority without any further notice to or action, order or approval of the Bankruptcy Court.

On and after the Effective Date, the Liquidating Trust Board, directly or acting through the Liquidating Trust Management, is authorized to and may issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan in the name of and on behalf of the Plan Proponents, without the need for any approvals, authorizations, or consents, except for those expressly required by the Plan.

Q. Exemption from Certain Taxes and Fees

Pursuant to Bankruptcy Code section 1146(a), any transfers of property pursuant to the Plan shall not be subject to any stamp, real estate transfer, mortgage reporting, or other similar tax or governmental assessment in the United States, and the Confirmation Order shall direct and be deemed to direct the appropriate state or local governmental officials or agents to forego the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment.

R. 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, without limitation, 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).

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.

ARTICLE V.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Rejection of Executory Contracts and Unexpired Leases

Except as otherwise provided herein, each Executory Contract and Unexpired Lease not previously assumed shall be deemed automatically rejected pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date, unless any such Executory Contract or Unexpired Lease: (i) is expressly identified on the Assumption Schedule; (ii) has been previously assumed by the Debtors by Final Order or has been assumed by the Debtors by order of the Bankruptcy Court as of the Effective Date, which order becomes a Final Order after the Effective Date; (iii) is the subject of a motion to assume pending as of the Effective Date; or (iv) is otherwise assumed pursuant to the terms herein. The Confirmation Order will constitute an order of the Bankruptcy Court approving such rejections pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date or as otherwise set forth in the Plan Supplement.

All Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, including any Executory Contracts or Unexpired Leases rejected or deemed rejected under the Plan, must be Filed in accordance with the procedures set forth in the Bar Date Order by the Rejection Damages Claim Bar Date or such Claims will be automatically disallowed, forever barred from assertion, and shall be unenforceable against the Debtors, the Liquidating Trust, or their assets or properties without the need for any objection by the Liquidating Trust or further notice to, or action, order, or approval of the Bankruptcy Court. All Allowed Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases will be classified as General Unsecured Claims against the applicable Debtor Groups and treated in accordance with the terms of Article III. The deadline to object to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, shall be the Claims Objection Deadline.

B. Assumption of Executory Contracts and Unexpired Leases

The Debtors will file the Assumption Schedule with the Bankruptcy Court at least twenty-one (21) days before the commencement of the Confirmation Hearing. The Assumption Schedule will include (a) the name of the non-Debtor counterparty, (b) the legal description of the Executory Contract or Unexpired Lease to be assumed, and (c) the proposed amount to be paid on account of an associated Cure Claim, if any. On or as soon as practicable thereafter, the Debtors will serve a notice of filing of the Assumption Schedule upon each non-Debtor counterparty listed thereon that will describe the procedures by which such parties may object to

the proposed assumption of their respective Executory Contract or Unexpired Lease or the proposed Cure Claim amount, and explain how such disputes will be resolved by the Bankruptcy Court if the parties are not able to resolve a dispute consensually. Objections, if any, to the proposed assumption and/or Cure Claim must be filed with the Bankruptcy Court and served so as to be actually received by the Debtors no later than fourteen (14) days from the date of filing the Assumption Schedule. Any non-Debtor counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or Cure Claim amount will be deemed to have assented to such assumption or Cure Claim amount.

If an objection to the proposed Cure Claim is sustained by the Bankruptcy Court, the Plan Proponents, prior to the Effective Date, or the Liquidating Trust, following the Effective Date, may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming it on proper notice to the non-Debtor counterparty thereto, which non-Debtor counterparties shall then be entitled to file Proofs of Claim asserting Claims arising from the rejection thereof, if applicable, in accordance with the terms of the Plan and the Bar Date Order.

The Plan Proponents, prior to the Effective Date, or the Liquidating Trust, following the Effective Date, may settle any dispute on the amount of a Cure Claim without further notice to any party or action, approval, or order of the Bankruptcy Court. If the Plan Proponents, prior to the Effective Date, or the Liquidating Trust, following the Effective Date, object to any request for payment of a Cure Claim, the Bankruptcy Court shall determine the Allowed amount of such Cure Claim and any related issues. Unless the parties to the Executory Contract or Unexpired Lease agree otherwise, all disputed defaults that are required to be cured shall be cured by the later of (i) ten (10) days after entry of a Final Order determining the amount, if any, of the Debtors' liability with respect thereto and (ii) the Effective Date. The Plan Proponents, prior to the Effective Date, or the Liquidating Trust, following the Effective Date, reserve the right either to reject or nullify the assumption of any Executory Contract or Unexpired Lease no later than thirty (30) days after a Final Order determining a Cure Claim greater than that proposed by the Debtors.

ASSUMPTION OF ANY EXECUTORY CONTRACT OR UNEXPIRED LEASE PURSUANT TO THE PLAN OR OTHERWISE SHALL RESULT IN THE FULL RELEASE AND SATISFACTION OF ANY CLAIMS OR DEFAULTS, WHETHER MONETARY OR NONMONETARY, INCLUDING DEFAULTS OF PROVISIONS RESTRICTING THE CHANGE IN CONTROL OR OWNERSHIP INTEREST COMPOSITION OR OTHER BANKRUPTCY-RELATED DEFAULTS, ARISING UNDER ANY ASSUMED EXECUTORY CONTRACT OR UNEXPIRED LEASE AT ANY TIME BEFORE THE DATE OF THE DEBTORS OR THE LIQUIDATING TRUST ASSUME SUCH EXECUTORY CONTRACT OR UNEXPIRED LEASE. ANY PROOFS OF CLAIM FILED WITH RESPECT TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE THAT HAS BEEN ASSUMED SHALL BE DEEMED DISALLOWED AND EXPUNGED, WITHOUT FURTHER NOTICE TO OR ACTION, ORDER OR APPROVAL OF THE BANKRUPTCY COURT.

Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Assumption Schedule, nor anything contained in the Plan or each Debtor's Schedules, shall constitute an admission by the Debtors that any such contract or lease is or is not in fact an

Executory Contract or Unexpired Lease capable of assumption, that any Debtor has any liability thereunder or that such Executory Contract or Unexpired Lease is necessarily a binding and enforceable agreement. Further, the Plan Proponents expressly may (a) remove any Executory Contract or Unexpired Lease from the Assumption Schedule and reject an Executory Contract or Unexpired Lease pursuant to the terms of the Plan, up until the Effective Date and (b) contest any Claim (or cure amount) asserted in connection with assumption of any Executory Contract or Unexpired Lease.

The assumption of Executory Contracts and Unexpired Leases under the Plan shall include the vesting of such contracts in the Liquidating Trust. The Confirmation Order will constitute an order of the Bankruptcy Court approving the above-described assumptions, assignments, and vesting.

In the event a written objection is filed with the Bankruptcy Court as to whether a contract or lease is executory or unexpired, the right of the Plan Proponents to move to assume or reject such contract or lease shall be extended until the date that is thirty (30) days after the entry of a Final Order by the Bankruptcy Court determining that the contract or lease is executory or unexpired, in which case the deemed assumptions and rejections provided for in the Plan shall not apply to such contract or lease.

C. Contracts and Leases Entered Into After the Petition Date

Counterparties to contracts and leases entered into after the Petition Date by a Debtor, including any Executory Contract or Unexpired Lease assumed by a Debtor, must File a proof of claim for an Administrative Claim against the appropriate Debtor by the Administrative Claims Bar Date or have their rights with respect to such Administrative Claims forever waived and released; provided that this provision shall not apply to any Ally Contract Claims. Executory Contracts and Unexpired Leases entered into after the Petition Date by any Debtor will vest in the Liquidating Trust. Accordingly, the Liquidating Trust shall be deemed a successor in interest to the Debtors under, and a beneficiary of, such contracts and unexpired leases, and any rights, obligations and benefits thereunder shall be transferred to the Liquidating Trust.

D. Pre-existing Obligations to the Debtors Under Executory Contracts and Unexpired Leases

Rejection of any Executory Contract or Unexpired Lease pursuant to this Plan or otherwise shall not constitute a termination of pre-existing obligations owed to the Debtors under such Executory Contract or Unexpired Lease. Notwithstanding any applicable non-bankruptcy law to the contrary, the Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a non-Debtor party to provide, warranties, indemnifications or continued maintenance obligations on goods previously purchased, or services previously received, by the contracting Debtors from non-Debtor parties to rejected Executory Contracts or Unexpired Leases, and any such rights shall vest in the Liquidating Trust as of the Effective Date.

E. Nonoccurrence of Effective Date

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any consensual request, pursuant to Bankruptcy Code section 365(d)(4), to extend the deadline for assuming or rejecting Executory Contracts and Unexpired Leases.

F. No Change in Control

The consummation of the Plan or the assumption of any Executory Contract or Unexpired Lease is not intended to, and shall not, constitute a change in ownership or change in control under any employee benefit plan or program, financial instrument, loan or financing agreement, Executory Contract or Unexpired Lease or contract, lease or agreement in existence on the Effective Date to which a Debtor is a party.

ARTICLE VI.

THE LIQUIDATING TRUST

A. Generally; Creation and Conversion

The powers, authority, responsibilities, and duties of the Liquidating Trust are set forth in and will be governed by the Liquidating Trust Agreement, the form of which shall be included in the Plan Supplement. The Liquidating Trust shall be a representative of the Estates pursuant to section 1123(b)(3)(B).

A predecessor to the Liquidating Trust was initially formed pursuant to a Declaration of Trust as a common law trust under the laws of the State of Delaware. On or prior to the Effective Date, the Delaware Trustee will file a Certificate of Conversion and a Certificate of Trust in accordance with the Delaware Statutory Trust Act to convert the initial trust to a Delaware statutory trust that will constitute the Liquidating Trust under the Plan.

B. Purpose of the Liquidating Trust

The Liquidating Trust shall be 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 described in this Plan and set forth in the Liquidating Trust Agreement. The Liquidating Trust, acting through the Liquidating Trust Board, Liquidating Trust Management, and their agents, shall wind down the affairs of the Debtors and perform the assumed obligations under the DOJ/AG Settlement, Consent Order, and Order of Assessment in accordance with the terms of the Plan.

C. Transfer of Assets to the Liquidating Trust

On the Effective Date, the Debtors are authorized and directed to transfer, grant, assign, convey, set over, and deliver to the Liquidating Trustee, for the benefit of the Liquidating Trust, in the form thereof existing on such date, all of the Debtors' and Estates' right, title and interest

in and to the Available Assets 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.

Notwithstanding the foregoing, (i) if on the Effective Date, any of the Available Assets cannot be transferred to the Liquidating Trust or it is deemed impractical or inadvisable to do so, as determined by the Liquidating Trust Manager, the Debtors shall continue to hold such Available Assets, as bailee for the account of the Liquidating Trust, until such time as the Liquidating Trust may receive such Available Assets (and any proceeds of such assets retained by the Debtors shall constitute Available Assets) and (ii) subject to the entry of the Kessler Settlement Approval Order, the GM Insurance Rights to be assigned to the Kessler Settlement Class or any other GM Insurance Rights that are assigned to any other Creditor pursuant to order of the Bankruptcy Court prior to or at Confirmation, shall be excluded from the Available Assets assigned to the Liquidating Trust.

The Debtors and 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 the Available Assets to the Liquidating Trust and consummate transactions contemplated by and to otherwise carry out the intent of the Plan. Upon the transfer of the 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 Liquidating Trust Assets or the Liquidating Trust.

D. Liquidating Trust Expenses Set Aside and Administrative, Priority, Secured and Convenience Distribution Reserve

The Liquidating Trust Expenses Set Aside shall be established on the Effective Date for the purpose of maintaining Cash from time to time necessary, subject to the Liquidating Trust Budget, to satisfy reasonable costs and expenses of the Liquidating Trust and other obligations incurred or reasonably anticipated by the Liquidating Trust in accordance with the Plan Documents, including, without limitation, fees and costs incurred in connection with (i) the implementation of the Plan, including to the extent not paid on the Effective Date, funds for making the payments provided in Article VII.B, (ii) the liquidation of the Liquidating Trust Assets, (iii) the resolution of Disputed Claims, and other Causes of Action, (iv) the winding down of the Estate and affairs of the Debtors, (v) the costs of performing under the DOJ/AG Settlement, (vi) the reserves for potential liabilities and (vii) compensation for the Liquidating Trust Board, Liquidating Trust Management, and the employees, professionals, advisors and other agents of the Liquidating Trust. In its discretion, the Liquidating Trust Board may reserve non-Cash assets in satisfaction of the aforesaid set-aside requirements, which non-Cash assets may be monetized from time to time and the Cash so realized included in the Liquidating Trust Expenses Set Aside, 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. Any Cash released from the Liquidating Trust

Expenses Set Aside shall be available for distribution to the Unitholders, and any other assets released from the Liquidating Trust Expenses Set Aside shall become general, unrestricted assets of the Liquidating Trust.

The Administrative, Priority, Secured and Convenience Distribution Reserve shall be established on the Effective Date for the purpose of maintaining Cash from time to time necessary to satisfy (i) Administrative Claims, Priority Tax Claims, Other Priority Claims, Other Secured Claims and Junior Secured Notes Claims that are (a) Allowed as of the Effective Date but that cannot be paid on or promptly following the Effective Date, or (b) Disputed Claims as of the Effective Date but that may become Allowed after the Effective Date, (ii) Professional Claims that are Allowed or that may become Allowed on or after the Effective Date, and (iii) General Unsecured Convenience Claims that are Allowed or that may become Allowed on or after the Effective Date. In its discretion, the Liquidating Trust Board may reserve non-Cash assets in satisfaction of the aforesaid reserve requirements, which non-Cash assets may be monetized from time to time by the Administrative, Priority, Secured and Convenience Distribution Reserve, 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. Any Cash released from the Administrative, Priority, Secured and Convenience Distribution Reserve shall be available for distribution to the Unitholders, and any other assets released from the Administrative, Priority, Secured and Convenience Distribution Reserve shall become general, unrestricted assets of the Liquidating Trust.

E. Liquidating Trust Governance

The affairs of the Liquidating Trust shall be managed by, or under the direction of, the Liquidating Trust Board, which shall consist of five (5) Liquidating Trustees, one of whom shall be selected by each of (i) MBIA, (ii) FGIC, (iii) the RMBS Trustees that are members of the Creditors' Committee, the Steering Committee Consenting Claimants and the Talcott Franklin Consenting Claimants, jointly, (iv) Paulson, and (v) the holders of Private Securities Claims, and such other Liquidating Trustees as agreed to by the Plan Proponents and the Consenting Claimants. The Liquidating Trust Board shall be authorized and empowered to undertake, acting through the management and agents of the Liquidating Trust, actions on behalf of the Liquidating Trust, including without limitation (i) to hold, manage, dispose and convert to Cash, the Liquidating Trust Assets, (ii) to maintain the Liquidating Trust Expenses Set Aside, the Disputed Claims Reserve, and the Administrative, Priority, Secured and Convenience Distribution Reserve, (iii) to appoint and supervise management and agents of the Trust and (iv) to prepare and review periodic financial reports of the Liquidating Trust.

The Liquidating Trust Board shall elect a Liquidating Trustee to act as the Chairman of the Liquidating Trust Board and may designate one or more committees of the Liquidating Trust Board. The Liquidating Trust Board shall appoint officers or other representative agents of the Liquidating Trust, including a Liquidating Trust manager and a secretary, to serve as the Liquidating Trust Management and carry out the purpose of the Liquidating Trust. The Liquidating Trust Management shall be authorized to hire employees and engage advisors and other professionals, subject to any limitations imposed by the Liquidating Trust Board.

F. Financial Statements/Reporting

The Liquidating Trust will provide or make available certain financial and other information, including annual and quarterly financial statements, and will also provide other information to the extent required to make the Units freely tradable in accordance with applicable securities laws.

G. Tax Treatment

1. In General

For all U.S. 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:

(a) 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 VII.B of the Plan or that are allocable to Disputed Claims (based on such Claims' Pro Rata Share of such Liquidating Trust Assets), followed by

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

Accordingly, those holders of Allowed Unsecured Claims receiving Units shall be treated for U.S. federal income tax purposes as the grantors and owners of their respective share of the Liquidating Trust Assets (other than such Liquidating Trust Assets that will be distributed pursuant to Article VII.B of the Plan or that are allocable to Disputed Claims). The foregoing treatment shall also apply, to the extent permitted by applicable law, for state and local income tax purposes.

2. Tax Reporting.

(a) The Liquidating Trust shall file returns treating the Liquidating Trust as a grantor trust pursuant to Treasury Regulation section 1.671-4(a) and in accordance with this Article VI.G. The Liquidating Trust also shall annually send or otherwise make available to each holder of Units 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 U.S. federal income tax returns or to forward the appropriate information to their respective beneficial holders with instructions to report such items on their U.S. federal income tax returns. The Liquidating Trust Board 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.

(b) As soon as possible after the Effective Date, the Liquidating Trust shall make a good-faith valuation of the Liquidating Trust Assets, and such valuation shall be made available from time to time, to the extent relevant, and shall be used consistently by all parties (including, without limitation, the Debtors, the Liquidating Trust, the holders of Allowed Unsecured Claims, and the Unitholders) for all U.S. federal income tax purposes.

(c) Allocation of Liquidating Trust taxable income and loss among the Unitholders (other than taxable income and loss allocable to the Disputed Claims Reserve) shall be made pro rata to the Unitholders.

(d) The Liquidating Trust shall (A) treat the Disputed Claims Reserve and 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 shall be responsible for payment, out of the Liquidating Trust Assets, 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 Claims of Liquidating Trust Unit Beneficiaries in the Disputed Claims Reserve is insufficient to pay the portion of any such taxes attributable to the taxable income arising from the assets allocable to, or retained on account of, such Disputed Claims, such taxes shall be (i) reimbursed from any subsequent Cash amounts retained on account of such Disputed Claims or (ii) to the extent such Disputed Claims subsequently have been resolved, deducted from any amounts otherwise distributable as a result of the resolution of such Disputed Claims.

(f) 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.

H. Duration

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 available for distribution pursuant to the Plan, (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 by the Liquidating Trust 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 (3rd) 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).

I. Conflicting Terms To the extent that the terms of the Plan with respect to the Liquidating Trust are inconsistent with the terms set forth in the Liquidating Trust Agreement, then the terms of the Liquidating Trust Agreement shall govern.

J. Exculpation; Indemnification; Insurance

The Liquidating Trust Agreement shall provide for the following with respect to exculpation, indemnification, and insurance:

1. None of the Delaware Trustee, the Liquidating Trustees, the Liquidating Trust Management or Liquidating Trust Agents, 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, no 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.

2. 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 Unit Beneficiaries, in connection with the affairs of the Liquidating Trust to the fullest extent provided under section 3803 of the Delaware Statutory 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.

3. The Liquidating Trust Board, the Delaware Trustee, the Liquidating Trust Management and their respective affiliates, and their respective officers, directors, partners, members, managers and employees shall be indemnified to the fullest extent permitted by law by the Liquidating Trust against all liabilities arising out of the creation, operation or termination of the Liquidating Trust, including actions taken or omitted in fulfillment of their duties with respect to the Liquidating Trust, except for those acts that are determined by Final Order to have arisen out of their own willful misconduct, gross negligence, or bad faith.

4. The Liquidating Trust will maintain customary insurance coverage for the protection of the Liquidating Trustees, the Delaware Trustee and the Liquidating Trust Management from and after the Effective Date.

ARTICLE VII.

PROVISIONS GOVERNING ISSUANCE OF UNITS AND OTHER DISTRIBUTIONS

A. Applicability

The provisions of this Article VII shall govern distributions to the extent not otherwise provided for in the Plan or in any indenture, trust agreement or plan of allocation recognized under the Plan. To the extent the provisions of any such indenture, trust agreement or plan of allocation address specific matters set forth in this Article VII, the provision of such indenture, trust agreement or plan of allocation shall govern.

B. Cash Distributions

1. Administrative, Priority, Secured and General Unsecured Convenience Claims. On or as soon as practicable after the Effective Date, if the Debtors shall not otherwise have done so, the Liquidating Trust, in its capacity as Disbursing Agent, shall make Cash distributions to holders of Allowed Administrative Claims, Allowed Priority Tax Claims, Allowed Other Priority Claims, Allowed Other Secured Claims, Junior Secured Notes Claims, Allowed ETS Unsecured Claims and Allowed General Unsecured Convenience Claims.

2. Borrower Claims Trust. On the Effective Date, the Debtors shall transfer the Borrower-Related Causes of Action to the Borrower Claims Trust. On or as soon as practicable after the Effective Date, if the Debtors shall not otherwise have done so, the Liquidating Trust, in its capacity as Disbursing Agent, shall fund the Borrower Claims Trust with \$57.6 million in Cash, subject to the Borrower Trust True-Up, and shall also make a one-time cash payment to the Borrower Claims Trust on the Effective Date in the amount set forth in the Borrower Claims Trust Agreement, which amount represents the amount of the administrative fees and expenses of the Borrower Claims Trust to be funded by the Liquidating Trust. Distributions to holders of Borrower Claims will be made in accordance with methodology, criteria and procedures established in the Borrower Claims Trust Agreement.

3. NJ Carpenters Claims Settlement. Assuming the NJ Carpenters Approval, if the Debtors shall not otherwise have done so, the Liquidating Trust, in its capacity as Disbursing Agent, shall fund the NJ Carpenters Claims Distribution with Cash within ten (10) business days of the Effective Date. Distributions to holders of NJ Carpenters Claims will be made in accordance with the methodology, criteria and procedures established in the NJ Carpenters Plan of Allocation.

C. Initial Issuance of Units and Distributions in Respect of Units by the Liquidating Trust

On the Initial Unit Distribution Date, the Liquidating Trust shall issue Units to the RMBS Claims Trust, the Private Securities Claims Trust, the Disputed Claims Reserve, and the holders of Allowed Unsecured Claims (other than RMBS Trust Claims and ETS Unsecured Claims), in each case, as of the Initial Unit Distribution Record Date, in accordance with the terms of the Plan, including the RMBS Trust Allocation Protocol.

Units shall entitle the holder thereof to receive a Pro Rata Unit Share of the distributions of Distributable Cash paid by the Liquidating Trust, when and as such distributions are made. Prior to making any distributions on the Units, the Liquidating Trust will (i) fund the Borrower Claims Trust with the Borrower Claims Trust Assets, and the NJ Carpenters Claims Distribution, and (ii) pay, or adequately reserve for the payment in full of, all Allowed Administrative Claims, Allowed Priority Tax Claims, Allowed Other Priority Claims, Allowed Other Secured Claims, and Allowed Junior Secured Notes Claims, and General Unsecured Convenience Claims, including funding the Administrative, Priority, Secured and Convenience Distribution Reserve. Distributions on account of Disputed Claims shall be made in accordance with Article VIII.D. of the Plan.

Units will be issued in global certificate form only and registered to DTC, with interests in the certificate being held through DTC participants, for so long as the Units are eligible to be held through DTC. Liquidating Trust Unit Beneficiaries must follow specified procedures to designate a direct or indirect DTC participant to receive their Units. The Units shall be freely negotiable and transferrable, subject to restrictions under applicable securities laws. The Units shall not be listed on any national security exchange or interdealer quotation system, and the Liquidating Trust shall not take any action to promote or facilitate a trading market in the Units.

On each Distribution Date, pursuant to the Liquidating Trust Agreement, the Liquidating Trust (i) shall distribute to each Unitholder, on account of its Units, an amount equal to its respective Pro Rata Unit Share of the Distributable Cash, and (ii) shall deposit into the Disputed Claims Reserve the Pro Rata Unit Share of the Distributable Cash allocable to the Units held in the Disputed Claims Reserve. The initial distribution of Distributable Cash to the Unitholders shall be made by the Liquidating Trust on an initial Distribution Date as soon as practicable after the Effective Date. Subsequent Distribution Dates shall be determined by the Liquidating Trust Board from time to time, but shall occur no less frequently than at intervals provided in the Liquidating Trust Agreement, provided that the Liquidating Trust shall not be required to make a distribution if the aggregate Distributable Cash at the time would make the distribution impracticable, as determined by the Liquidating Trust Board.

Holders of Units shall not be entitled to interest on Cash distributions made in respect of such Units, regardless of when such distributions are made.

D. Fractional Units

No fractional Units shall be issued or distributed under the Plan. The actual distribution of Units shall be rounded to the next higher or lower whole number as follows: (i) fractions less than one-half ($\frac{1}{2}$) shall be rounded to the next lower whole number and (ii) fractions equal to or greater than one-half ($\frac{1}{2}$) shall be rounded to the next higher whole number. The total amount of Units to be distributed hereunder 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. Timing and Calculation of Amounts to be Distributed

1. Distributions on Account of Claims Allowed as of the Effective Date

Except as otherwise provided in the Plan, on the Effective Date or as soon as practicable thereafter, each holder of an Allowed Claim against the Debtors as of the Effective Date shall receive the full amount of the distributions that the Plan provides for Allowed Claims in the applicable Class. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

2. Distributions on Account of Claims Allowed After the Effective Date

If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made to the extent such Claims are Allowed in accordance with the provisions set forth in Article VIII with respect to dispute resolution. Except as otherwise provided in the Plan, a Final Order, or as agreed to by the relevant parties, distributions under the Plan on account of Disputed Claims that become Allowed after the Effective Date shall be made as soon as practicable after the Disputed Claim becomes an Allowed Claim.

Except as otherwise provided in the Plan, holders of Claims shall not be entitled to interest on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date.

F. Disbursing Agent

1. Generally

All distributions under the Plan shall be made by the Liquidating Trust, as Disbursing Agent, or by such other Person designated by the Liquidating Trust to act as a Disbursing Agent. Except as otherwise ordered by the Bankruptcy Court, a Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties.

2. Rights and Powers of the Disbursing Agent

The Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, securities, instruments, and other documents necessary to perform its duties under the Plan; (b) make all distributions contemplated by the Plan; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions of the Plan.

3. Expenses Incurred On or After the Effective Date

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by a Person designated by the Liquidating Trust as Disbursing Agent on or after the Effective Date (including taxes) and any reasonable compensation and expense reimbursement claims (including reasonable attorney fees and expenses) made by

the Disbursing Agent shall be paid in Cash by the Liquidating Trust from the Liquidating Trust Expenses Set Aside.

G. Delivery of Distributions and Undeliverable or Unclaimed Distributions

1. Delivery of Distributions

If a Creditor holds more than one Allowed Claim in any one Class, all Allowed Claims of the Creditor in a single Class will be aggregated into one Allowed Claim and one distribution will be made with respect to the aggregated Allowed Claim.

Distributions under this Plan to holders of Junior Secured Notes Claims shall be made to the Junior Secured Notes Indenture Trustee, which, subject to the right of the Junior Secured Notes Indenture Trustee to assert its Junior Secured Notes Indenture Trustee Charging Lien against such distributions, shall transmit such distributions to the holders of such Junior Secured Notes Claims as provided in the Junior Secured Notes Indenture. Notwithstanding any provision contained in this Plan to the contrary, the distribution provisions contained in the Junior Secured Notes Indenture shall continue in effect to the extent necessary to authorize the Junior Secured Notes Indenture Trustee to receive and make distributions to the Junior Secured Noteholders on account of the Junior Secured Notes Claims and shall terminate completely upon completion of all such distributions. Notwithstanding anything to the contrary in this Plan, the Junior Secured Notes may continue to trade until the Junior Secured Notes Distribution Record Date. As of the close of business on the Junior Secured Notes Distribution Record Date, (i) the transfer books and records of the Junior Secured Notes as maintained by the Junior Secured Notes Indenture Trustee or its agent shall be closed, and (ii) any transfer of any Junior Secured Notes, Junior Secured Notes Claims or any interest therein shall be prohibited. The Debtors, the Liquidating Trust and the Junior Secured Notes Indenture Trustee shall have no obligation to recognize any transfer of any Junior Secured Notes, Junior Secured Notes Claims or any interest therein occurring after the close of business on the Junior Secured Notes Distribution Records Date, and shall instead be entitled to recognize and deal for all purposes under this Plan with only those holders of records as of the close of business on the Junior Secured Notes Distribution Record Date. The Junior Secured Notes Indenture Trustee may assert its rights under the Junior Secured Notes Indenture Trustee Charging Lien, including for the payment of any and all accrued Junior Secured Notes Indenture Trustee Fees and Junior Secured Notes Collateral Agent Fees and Expenses. The Junior Secured Notes Indenture Trustee may withhold distribution of any Cash it receives on account of the Junior Secured Notes Claim until such time as it determines that it has received sufficient payments to satisfy all accrued and reasonably expected Junior Secured Notes Indenture Trustee Fees and Junior Secured Notes Collateral Agent Fees and Expenses, and such payments shall be made in accordance with the requirements of the Junior Secured Notes Indenture and the Junior Secured Notes Security Agreement, as applicable.

Distributions under the Plan to Senior Unsecured Noteholders shall be made to the Senior Unsecured Notes Indenture Trustee for the benefit of the Senior Unsecured Noteholders and shall be deemed completed when made to the Senior Unsecured Notes Indenture Trustee. On the Effective Date, and subject to the provisions in paragraph IV.K,

the Senior Unsecured Notes, the Senior Unsecured Notes Indenture and all other related documents will be deemed cancelled except as set forth herein. Notwithstanding the foregoing, the Senior Unsecured Notes may continue to trade until the Senior Unsecured Notes Indenture Trustee makes distributions of Units it has received to the Senior Unsecured Noteholders. The Senior Unsecured Notes Indenture Trustee may (a) assert its rights under the Senior Unsecured Notes Indenture Trustee Charging Lien, including for the payment of any and all accrued Senior Unsecured Note Indenture Trustee Fees and Expenses and (b) establish the Senior Unsecured Notes Indenture Trustee Reserve on any distribution of Units or Cash. The Senior Unsecured Notes Indenture Trustee may withhold distribution of the Units and any Cash it receives on account of such Units, until such time as it determines that it has received sufficient payment to satisfy the accrued Senior Unsecured Note Indenture Trustee Fees and Expenses and to fund the Senior Unsecured Notes Indenture Trustee Reserve. At such time, the Senior Unsecured Notes Indenture Trustee shall distribute such Units and any remaining Cash it has received on account of such Units to the Registered Holders of the Senior Unsecured Notes, which distributions shall satisfy the Senior Unsecured Notes Indenture Trustee's obligations hereunder. The Senior Notes Indenture Trustee shall be reimbursed by the Liquidating Trustee as a Disbursing Agent in accordance with the Plan. Notwithstanding the foregoing, in the event that the Units are not registered with DTC, the Senior Unsecured Notes Indenture Trustee shall not bear any responsibility for the distribution of the Units to the Senior Unsecured Noteholders and such distributions will be effected by the Disbursing Agent. Upon release by the Senior Unsecured Notes Indenture Trustee of any funds remaining in the Senior Unsecured Notes Indenture Trustee Reserve, such funds shall be delivered to the Senior Unsecured Noteholders.

Subject to the NJ Carpenters Approval, the distributions under the Plan to holders of NJ Carpenters Claims shall be made and deemed completed when made to the lead plaintiff in the NJ Carpenters Class Action or as the District Court may otherwise order. The RMBS Claims Trust Trustee shall be empowered to make distributions to holders of Recognized RMBS Claims, and any distributions to holders of Recognized RMBS Claims, and any distributions to the RMBS Claims Trust for the benefit of holders of Recognized RMBS Claims by the Liquidating Trust, shall be deemed completed upon the funding of the RMBS Claims Trust. The Borrower Claims Trustee shall be empowered to make distributions to holders of Allowed Borrower Claims, and any distributions to or for the benefit of holders of Allowed Borrower Claims by the Debtors or Liquidating Trust shall be deemed completed upon the funding of the Borrower Claims Trust. The Private Securities Claims Trustee shall be empowered to make distributions to holders of Allowed Private Securities Claims, and distributions to holders of Allowed Private Securities Claims shall be deemed completed upon the issuance of the Private Securities Claims Trust Unit Distribution to the Private Securities Claims Trust.

2. Distributions to Holders of Disputed Claims

Except as otherwise provided in the Plan or agreed to by the relevant parties: (a) no partial payments and no partial distributions shall be made with respect to a Disputed Claim until all such disputes in connection with such Disputed Claim have been resolved by settlement or Final Order and (b) any Entity that holds both an Allowed Claim and a Disputed Claim shall not receive any distribution on the Allowed Claim unless and until all

objections to the Disputed Claim have been resolved by settlement or Final Order or the Claims have been Allowed or expunged. Any distributions arising from property distributed to holders of Allowed Claims in a Class and made to such holders under the Plan shall be made also, in the applicable amounts, to any holder of a Disputed Claim in such Class that becomes an Allowed Claim after the date or dates that such distributions were earlier made to holders of Allowed Claims in such Class.

3. Surrender of Junior Secured Notes and Senior Unsecured Notes

a. Junior Secured Notes. On the Effective Date, or as soon as reasonably practicable thereafter, the Junior Secured Notes Indenture Trustee, with the cooperation of the Debtors or the Liquidating Trust, as applicable, shall direct DTC and any other applicable securities depository to surrender the Junior Secured Notes to the Junior Secured Notes Indenture Trustee. All distributions by the Junior Secured Notes Indenture Trustee to Registered Holders of Junior Secured Notes Claims shall only be made to such holder after (i) the surrender by each such holder of the debt securities representing such Junior Secured Notes Claim or appropriate instructions from the applicable securities depository have been received by the Junior Secured Notes Indenture Trustee; or (ii) the loss, theft, mutilation, or destruction of such debt securities has been established to the reasonable satisfaction of the Junior Secured Notes Indenture Trustee, which satisfaction may require such Registered Holder to submit a lost instrument affidavit and an indemnity bond holding the Debtors, the Liquidating Trust, and the Junior Secured Notes Indenture Trustee harmless in respect of such debt securities and distributions made in respect thereof. Each Registered Holder shall be deemed to have surrendered such debt securities as of the date it has complied with the foregoing conditions. Upon surrender of such debt securities, the Junior Secured Notes Indenture Trustee shall cancel and destroy such debt securities. As soon as practicable after the surrender date, the Junior Secured Notes Indenture Trustee shall distribute to the holder thereof such holder's pro rata share of the distribution, but subject to the rights of the Junior Secured Notes Indenture Trustee to assert its Junior Secured Notes Indenture Trustee Charging Lien against such distribution. Any Registered Holder that fails to surrender such debt securities or, if applicable, satisfactorily explain the loss, theft, or destruction of such debt securities to the Junior Secured Notes Indenture Trustee within one (1) year of the Effective Date shall be deemed to have no further Claim against the Debtors, the Liquidating Trust, or the Junior Secured Notes Indenture Trustee in respect of such Claim and shall not be entitled to receive any distribution under the Plan. All property in respect of such forfeited distributions, including interest thereon, shall, subject to the Junior Secured Notes Indenture Trustee Charging Lien, be promptly returned to the Liquidating Trust by the Junior Secured Notes Indenture Trustee and any such debt securities shall be cancelled.

b. Senior Unsecured Notes. On the Effective Date, or as soon as reasonably practicable thereafter, the Senior Unsecured Notes Indenture Trustee, with the cooperation of the Debtors or the Liquidating Trust, as applicable, shall advise DTC and any other applicable securities depository of the occurrence of such Effective Date and the cancellation of the Debtors obligations with respect to the Senior Unsecured Notes, but not to terminate the CUSIP or ISIN numbers of the Senior Unsecured Notes. At such time as the Senior Unsecured Notes Indenture Trustee is prepared to release the Units it received on account of the Senior Unsecured Notes Claims, it may request that such depositories

surrender the Senior Unsecured Notes, if deemed appropriate, or with the cooperation of the Debtors or the Liquidating Trust, issue such other instructions to DTC and any other securities depository, as appropriate to effectuate the distributions contemplated under the Plan; provided, however, that nothing herein shall contravene the effectiveness of the Senior Unsecured Notes as set out in Article IV.K. No distributions under the Plan shall be made for or on behalf of a Registered Holder unless and until (i) such debt securities have been received by the applicable Indenture Trustee or other appropriate instructions have been issued or received by the applicable Indenture Trustee; or (ii) the loss, theft, or destruction of such debt securities has been established to the reasonable satisfaction of the Senior Unsecured Notes Indenture Trustee, which satisfaction may require such Registered Holder to submit a lost instrument affidavit and an indemnity bond holding the Debtors, the Liquidating Trust, and the Senior Unsecured Notes Indenture Trustee harmless in respect of such debt securities and any distributions to be made in respect thereof. Each Registered Holder shall be deemed to have surrendered such debt securities as of the date it has complied with the foregoing conditions. On such surrender or deemed surrender date, the Senior Unsecured Noteholders shall be entitled to receive distributions pursuant to the Plan. If required by the Senior Unsecured Notes Indenture Trustee, any Registered Holder that fails to surrender such debt securities or, if applicable, satisfactorily explain the loss, theft, or destruction of such debt securities to the Senior Unsecured Notes Indenture Trustee within one (1) year of the Effective Date shall be deemed to have no further Claim against the Debtors, the Liquidating Trust, or the Senior Unsecured Notes Indenture Trustee in respect of such Claim and shall not be entitled to receive any distribution under the Plan. All property in respect of such forfeited distributions, including interest thereon, shall be promptly returned to the Liquidating Trust by such Indenture Trustee and any such debt securities shall be cancelled.

4. Minimum Distributions; Foreign Exchange Rate; and Other Distribution 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 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 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 pursuant to the Plan 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.

Except as otherwise provided in the Plan or a Bankruptcy Court order, as of the Effective Date, any Claim asserted in currency other than United States dollars shall be automatically deemed converted to the equivalent United States dollar value using the exchange rate as of the Petition Date as quoted at 4:00 p.m. (EDT), mid-range spot rate of

exchange for the applicable currency as published in The Wall Street Journal, National Edition, on the Petition Date.

5. Undeliverable Distributions and Unclaimed Property

In the event that any distribution to a holder of an Allowed Claim is returned as undeliverable, no distribution to such holder shall be made unless and until the Disbursing Agent has determined the then current address of such holder, at which time such distribution shall be made to such holder without interest; provided, however, that such distributions shall be deemed unclaimed property under Bankruptcy Code section 347(b) at the expiration of six (6) months from the applicable date of distribution. After such date, all unclaimed property or interests in property shall revert to the Liquidating Trust (notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any holder to such property or interest in property shall be released, settled, compromised, and forever barred.

H. Compliance with Tax Requirements

In connection with the Plan, to the extent applicable, the Disbursing Agent shall comply with all tax withholding and reporting requirements imposed upon it by any Governmental Unit, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding the above, each holder of an Allowed Claim that is to receive a distribution under the Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any taxes imposed on such holder by any Governmental Unit, including income, withholding and other tax obligations, on account of such distribution. The Disbursing Agent has the right, but not the obligation, not to make a distribution until such holder has made arrangements satisfactory to the Disbursing Agent for payment of any such withholding tax obligations and, if the Disbursing Agent fails to withhold with respect to any such holder's distribution, and is later held liable for the amount of such withholding, the holder shall reimburse the Disbursing Agent. Notwithstanding any provision in the Plan to the contrary, the Disbursing Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms it believes are reasonable and appropriate. The Disbursing Agent may require, as a condition to the receipt of a distribution, that the holder complete the appropriate Form W-8 or Form W-9, as applicable to each holder. If the holder fails to comply with such a request within six months, such distribution shall be deemed an unclaimed distribution. Finally, the Disbursing Agent reserves the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, Liens, and encumbrances.

I. Allocations

Distributions in respect of Allowed Claims shall be allocated first to the principal amount (as determined for federal income tax purposes) of such Claims, and then, to the

extent the consideration exceeds the principal amount of such Claims, to any portion of such Claims for accrued but unpaid interest, provided, however, that distributions on the RMBS Trust Claims shall be allocated pursuant to the RMBS Trust Allocation Protocol described in Article IV herein.

J. Setoffs and Recoupment

The Liquidating Trust may, but shall not be required to, setoff against or recoup from any Claims of any nature whatsoever that it may have against the claimant, including any Causes of Action transferred to the Liquidating Trust by the Debtors, but neither the failure to do so nor the Allowance of any Claim shall constitute a waiver or release by the Debtors or the Liquidating Trust of any such Claim it may have against the holder of such Claim.

Before the Liquidating Trust can set-off or recoup against the distribution to be made on account of an Allowed Claim, the holder of the Claim shall be served with written notice of the proposed setoff or recoupment at least thirty (30) days prior to the Liquidating Trust exercising any asserted setoff or recoupment right, and, if such claimant serves a written objection to such asserted setoff or recoupment on or before thirty (30) days of receipt of such written notice, (i) the objection shall be deemed to initiate a contested matter governed by, inter alia, Bankruptcy Rule 9014 and Local Bankruptcy Rules 9014-1 and 9014-2, (ii) nothing herein shall affect the respective burden of each party in connection with such contested matter, and (iii) the Liquidating Trust shall not proceed with the asserted setoff or recoupment absent the withdrawal of such objection or the entry of a Final Order overruling such objection.

K. Claims Paid or Payable by Third Parties

1. Claims Paid by Third Parties

Except as otherwise provided herein, including with respect to the Ally Contract Claims, the Debtors, on or prior to the Effective Date, or the Liquidating Trust, after the Effective Date, shall reduce a Claim, and such Claim shall be disallowed without a Claims objection having to be Filed and without any further notice, action, order, or approval of the Bankruptcy Court, to the extent that the holder of such Claim receives payment on account of such Claim from a party that is not a Debtor, the Liquidating Trust, or other party making distributions on account of the Claim pursuant to the Plan.

2. Claims Payable by Insurers

(a) Distributions. Except as otherwise provided herein, including with respect to the rights of (i) the Kessler Settlement Class and (ii) other creditors who have entered into a settlement agreement with the Debtors prior to the Effective Date, in and to the GM Insurance Rights as provided herein and in the Kessler Settlement Agreement, and the Ally Contract Claims:

- (i) No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies, excluding the GM Policies, until the holder of

such Allowed Claim has exhausted all remedies with respect to such insurance policy; and

- (ii) to the extent that one or more of the Debtors' insurers agrees to satisfy in full a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' payment, such Claim may be expunged without an objection to such Claim having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court,

provided, that if a Debtor or the Liquidating Trust believes a holder of an Allowed Claim has recourse to an insurance policy and intends to withhold a distribution pursuant to this Article VII.K, the Debtor, prior to the Effective Date, or Liquidating Trust, following the Effective Date, shall provide written notice to such holder as to what the Debtor or Liquidating Trust believes to be the nature and scope of applicable insurance coverage.

(b) Insurance Neutrality. Except as set forth below in VII.K.2.(e), nothing contained in this Plan, in the Disclosure Statement, in the Liquidating Trust Agreement, or in the Borrower Claims Trust Agreement (including addendums, exhibits, schedules, or supplements to the Plan, Disclosure Statement, Liquidating Trust Agreement, or Borrower Claims Trust Agreement, and including any provision that purports to be preemptory or supervening), shall in any way operate to, or have the effect of, impairing, altering, supplementing, changing, expanding, decreasing, or modifying the rights under the GM Policies of any of those insurers that issued the GM Policies (the "GM Insurers"). Except as set forth below in VII.K.2.(e), for all issues of insurance coverage or otherwise, the provisions, terms, and conditions of the GM Policies, as construed under applicable non-bankruptcy law, shall control.

(c) Preservation of Insurance-Related Causes of Action. Nothing contained in this Plan, in the Disclosure Statement, in the Liquidating Trust Agreement, or in the Borrower Claims Trust Agreement (including addendums, exhibits, schedules, or supplements to the Plan, Disclosure Statement, Liquidating Trust Agreement, or Borrower Claims Trust Agreement, and including any provision that purports to be preemptory or supervening), shall in any way operate to, or have the effect of, impairing, reducing, decreasing, or impeding any Cause of Action that the Debtors, the Liquidating Trust, or any Entity may hold against any insurers under any policies of insurance.

(d) Settlement Insurance Policies. Nothing contained in this Article VII of the Plan shall impair, reduce, decrease, or impede Ally's rights under the Plan to recover from the Settlement Insurance Policies or any of its other insurance policies.

(e) Defenses to Assignment of Rights. The GM Insurers shall be deemed to have waived any defense to coverage that is based on the assertion that the transfer of the insurance rights in this Plan are invalid, unenforceable or otherwise breach the terms of the GM Policies. For the avoidance of doubt, as set forth in VII.K.2.(b), all other rights and defenses shall remain unaffected by the Plan, the Disclosure Statement, and the Liquidating Trust Agreement, and the Borrower Claims Trust Agreement.

L. Allowed Unsecured Claims for Which More than One Debtor in a Debtor Group Is Jointly and/or Severally Liable

Where a Creditor holds Allowed Unsecured Claims for which more than one Debtor in a Debtor Group is jointly and/or severally liable, such creditor shall only receive one recovery from the Debtor Group on account of such Claim. This provision shall not affect distributions on account of such Creditor's Allowed Claims, if any, against the Debtors in another Debtor Group.

M. Distributions Free and Clear

Except as otherwise provided herein, any distributions under this Plan shall be free and clear of any Liens, Claims, and encumbrances, and no other Entity, including the Debtors, the Liquidating Trust, or the Disbursing Agent shall have any interest (legal, beneficial or otherwise) in property of the Estate distributed pursuant to this Plan, except that (i) distributions on account of Senior Unsecured Note Claims shall remain subject to the Senior Unsecured Notes Indenture Trustee Charging Lien, and (ii) distributions on account of Junior Secured Notes Claims shall remain subject to the Junior Secured Notes Indenture Trustee Charging Lien.

ARTICLE VIII.

PROCEDURES FOR RESOLVING DISPUTED CLAIMS

A. Resolution of Disputed Claims

1. Applicability

The provisions of this Article VIII shall govern the resolution of Disputed Claims to the extent not otherwise provided for in this Plan or in any other trust agreement (such as the RMBS Claims Trust Agreement, the Private Securities Claims Trust Agreement or the Borrower Claims Trust Agreement) or plan of allocation (such as the RMBS Trust Allocation Protocol) approved under this Plan. To the extent the provisions of any such trust agreement or plan of allocation address specifically matters set forth in this Article VIII, the provision of such trust agreement or plan of allocation shall govern.

2. Allowance of Claims

On or after the Effective Date, the Liquidating Trust shall have and shall retain any and all rights and defenses that the Debtors had with respect to any Claim, except with respect to any Claim (i) deemed Allowed as of the Effective Date or (ii) waived, relinquished, exculpated, released, compromised, settled, or Allowed in the Plan or in a Final Order. Except as otherwise provided in the Plan or in any order entered in the Chapter 11 Cases prior to the Effective Date, including the Confirmation Order, no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed (a) under the Plan or the Bankruptcy Code or (b) by Final Order of the Bankruptcy Court, including the Confirmation Order.

3. Prosecution of Objections to Claims

On the Effective Date, the Liquidating Trust will have the exclusive authority to: (a) File, withdraw, or litigate to judgment, objections to Claims or Equity Interests (other than Borrower Claims, Private Securities Claims, and the NJ Carpenters Claims); (b) settle or compromise (or decline to do any of the foregoing) any Disputed Claim (other than Borrower Claims, Private Securities Claims, and NJ Carpenters Claims) or Cause of Action (other than the Borrower-Related Causes of Action) without any further notice to or action, order, or approval by the Bankruptcy Court; and (c) administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court.

4. Claims Estimation

The Plan Proponents, prior to the Effective Date, or the Liquidating Trust or Borrower Claims Trust (to the extent provided for in the Borrower Claims Trust Agreement), as applicable, following the Effective Date, may request that the Bankruptcy Court estimate any disputed, contingent, or unliquidated Claim to the extent permitted by Bankruptcy Code section 502(c) regardless of whether the Plan Proponents (prior to the Effective Date) or the Liquidating Trust or Borrower Claims Trust (following the Effective Date) has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection. Among other things, the Plan Proponents may request that the Bankruptcy Court estimate the Recognized RMBS Claims in the amounts set out in the RMBS Trust Claims Schedules for the purpose of implementing the RMBS Trust Allocation Protocol. The Bankruptcy Court shall have jurisdiction to estimate any Claim at any time during litigation concerning any objection to such Claim, including during the pendency of any appeal relating to any such objection. Except as set forth below with respect to reconsideration under section 502(j) of the Bankruptcy Code, in the event that the Bankruptcy Court estimates any Disputed Claim, contingent Claim, or unliquidated Claim, that estimated amount shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim for all purposes under this Plan, including for purposes of distributions. If the estimated amount constitutes a maximum limitation on such Claim, the Liquidating Trust or Borrower Claims Trust (to the extent provided for in the Borrower Claims Trust Agreement) may elect to pursue any supplemental proceedings to object to any ultimate distribution on account of such Claim. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such holder has Filed a motion requesting the right to seek such reconsideration on or before twenty-one (21) days after the date on which such Claim is estimated. All of the aforementioned Claims and objection, estimation, and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

5. Expungement or Adjustment of Claims Without Objection

Any Claim that has been paid, satisfied, or superseded may be expunged on the Claims Register by the Debtors' notice and claims agent, and any Claim that has been

amended may be adjusted thereon by the Debtors' notice and claims agent, in both cases without a Claims objection having to be Filed and without any further notice to or action, order or approval of the Bankruptcy Court.

6. Deadline to File Claims Objections

Any objections to Claims shall be Filed by no later than the applicable Claims Objection Deadline.

B. Disallowance of Claims

Any Claims held by an Entity from which property is recoverable under Bankruptcy Code sections 542, 543, or 550, or that is a transferee of a transfer avoidable under Bankruptcy Code sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a), shall be deemed disallowed pursuant to Bankruptcy Code section 502(d), and holders of such Claims may not receive any distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Final Order with respect thereto has been entered and all sums due, if any, by that Entity have been turned over or paid by such Entity to the Debtors or the Liquidating Trust.

EXCEPT AS OTHERWISE AGREED BY THE DEBTORS, THE LIQUIDATING TRUST, OR THE BORROWER CLAIMS TRUST, AS APPLICABLE, OR ORDERED BY THE BANKRUPTCY COURT, ANY AND ALL PROOFS OF CLAIM FILED AFTER THE APPLICABLE BAR DATE SHALL BE DEEMED DISALLOWED, DISCHARGED, RELEASED, AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER, OR APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH CLAIMS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS, UNLESS SUCH LATE PROOF OF CLAIM IS DEEMED TIMELY FILED BY A FINAL ORDER OF THE BANKRUPTCY COURT.

C. Amendments to Claims

On or after the Effective Date, a Claim may not be Filed or amended without prior authorization of the Bankruptcy Court, the Liquidating Trustee, or the Borrower Claims Trustee, as applicable, and any such new or amended Claim Filed without such prior authorization shall be deemed disallowed in full and expunged without any further action.

D. Disputed Claims Reserve

The provisions of this Article VIII.D shall apply to Disputed Claims held by Liquidating Trust Unit Beneficiaries.

To effect distributions to holders of Allowed Unsecured Claims in a timely manner, prior to the Effective Date, the Plan Proponents shall file a motion for an order establishing the Disputed Claims Reserve with respect to unliquidated and/or Disputed Claims. The Disputed Claims Reserve shall be issued a number of Units equal to the amount sufficient to provide the distributions to which holders of Disputed Claims would be entitled under the Plan as of such

date as if the Disputed Claims were Allowed Claims either in the amounts of the Claims as filed or in such amounts as estimated in accordance with Article VIII.A.4. The Disputed Claims Reserve shall also hold the Cash distributed with respect to such Units, provided that in its discretion, the Liquidating Trust Board may substitute non-Cash assets for Cash distributed in respect of Units held in the Disputed Claims Reserve, which non-Cash assets may be monetized from time to time by the Disputed Claim Reserve; provided, however, that distributions from the Disputed Claims Reserve shall only be made in Units and Cash; and provided further that in connection with any such substitution 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 distribute Cash in respect of Units that are released from the Disputed Claims Reserve as such Cash distributions are due.

Disputed Claims that become Allowed, in whole or in part, shall be satisfied exclusively out of the Disputed Claims Reserve. The holder of a Disputed Claim that becomes Allowed, in whole or in part, shall receive a number of Units and amount of Cash equal to the number of Units and amount of Cash such holder would have received in accordance with the provisions of the Plan had such Claim been Allowed as of the Initial Unit Distribution Record Date. 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 Claims that have become Allowed and are due to be satisfied with distributions from the Disputed Claims Reserve on any Unit Distribution Date, such Disputed Claims shall be satisfied Pro Rata from the Disputed Claims Reserve. 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 Claims.

If a Disputed Claim is disallowed, in whole or in part, then on the Unit Distribution Date next following the date of determination of such disallowance, unless the Liquidating Trust Board determines otherwise, there shall be released from the Disputed Claims Reserve, (i) a number of Units equal to the Units that would have been released from the Disputed Claims Reserve to the holder thereof had such Claim been Allowed in the as-filed or estimated amount, as applicable, of such Claim, or disallowed portion thereof if such Claim is disallowed in part, which Units shall be cancelled and retired and (ii) Cash, in the amount of such distribution made to the Disputed Claims Reserve in respect of such Units since the Effective Date, which shall then be unreserved and unrestricted, and which shall be added to the Liquidating Trust Expenses Set Aside or available for distribution to the Unitholders, as determined by the Liquidating Trust Board.

If the Liquidating Trust Board at any time determines that it is not necessary to hold in the Disputed Claims Reserve all of the Units and Cash and other assets, if any, contained therein in order to satisfy all Disputed Claims of Liquidating Trust Unit Beneficiaries, the Liquidating Trust Board may, but shall not be required to, cancel such number of Units in the Disputed Claims Reserve as it determines is not required for the satisfaction of Disputed Claims and release from the Disputed Claims Reserve for distribution to Unitholders, or for deposit to the Liquidating Trust's Administrative Reserve, some or all of the Cash previously deposited to the Disputed Claims Reserve in respect of such Units. Any non-Cash assets released from the Disputed Claims Reserve shall become general, unrestricted assets of the Liquidating Trust. At

such time as all Disputed Claims of the Liquidating Trust Unit Beneficiaries have been resolved, any remaining Units in the Disputed Claims Reserve shall be cancelled and any remaining Cash in the Disputed Claims Reserve shall be released from the Disputed Claims Reserve for application as aforesaid.

ARTICLE IX.

SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS

A. Compromise and Settlement of Claims, Equity Interests, and Controversies

In accordance with section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of all Claims, Interests and controversies relating to the contractual, legal and subordination rights that a holder of a Claim may have with respect to any Allowed Claim or Equity Interest, or any distribution to be made on account of such Allowed Claim or Equity Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates and holders of Claims and Equity Interests and is fair, equitable and reasonable. In accordance with the provisions of the Plan, pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019(a), without any further notice to or action, order or approval of the Bankruptcy Court, after the Effective Date, the Liquidating Trust may compromise and settle Claims against the Debtors and Causes of Action against other Entities.

B. Release of Liens

Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of any Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall vest in the Liquidating Trust.

C. Releases by the Debtors

Pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, including with respect to the Ally Released Parties, the Ally Contribution provided to the Estates under the Plan and otherwise, on and as of the Effective Date of the Plan, the Debtor Released Parties are deemed released and discharged by the Debtors, the Estates and the Liquidating Trust from any and all Causes of Action whatsoever, whether

known or unknown, asserted or unasserted, derivative or direct, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, whether for tort, fraud, contract, violations of federal or state securities laws, or otherwise, including those Causes of Action based on avoidance liability under federal or state laws, veil piercing or alter-ego theories of liability, a theory of debt recharacterization, or equitable subordination liability, arising from or related in any way to the Debtors, including those that any of the Debtors would have been legally entitled to assert against a Debtor Released Party in its own right (whether individually or collectively) or that any holder of a Claim or Equity Interest, the Liquidating Trust, or other Entity would have been legally entitled to assert on behalf of any of those Debtors or any of their Estates, including those in any way related to the Chapter 11 Cases or the Plan to the fullest extent of the law.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by the Debtor Released Parties; (2) a good faith settlement and compromise of the claims released by the Debtors' release; (3) in the best interests of the Debtors, the Estates, the Liquidating Trust and all holders of Claims and Equity Interests; (4) fair, equitable and reasonable; (5) given and made after due notice and opportunity for a hearing; and (6) a bar to the Debtors, the Liquidating Trust and any holder of a Claim or Equity Interest or other Entity who would have been legally entitled to assert such Claim or Equity Interest on behalf of any of the Debtors or any of their Estates from asserting any Claim or Cause of Action released pursuant to the Debtors' release.

D. Third Party Release

On and as of the Effective Date of the Plan, except as provided by Article IX.E, the holders of Claims and Equity Interests shall be deemed to provide a full and complete discharge and release to the Ally Released Parties and their respective property from any and all Causes of Action whatsoever, whether known or unknown, asserted or unasserted, derivative or direct, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, whether for tort, fraud, contract, violations of federal or state securities laws, veil piercing or alter-ego theories of liability, contribution, indemnification, joint liability, or otherwise, arising from or related in any way to the Debtors, including those in any way related to RMBS issued and/or sold by the Debtors or their affiliates and/or the Chapter 11 Cases or the Plan, the Consent Order, and the Order of Assessment.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, of the Third Party Release, and further, shall constitute the Bankruptcy Court's finding that this Third Party Release is: (1) in exchange for the good, valuable and substantial consideration provided by the Ally Released Parties; (2) in the best interests of the Debtors, the Estates, the Liquidating Trust and all holders of Claims and Equity Interests; (3) fair, equitable and reasonable; (4) given and made after due notice and

opportunity for a hearing; (5) justified by truly unusual circumstances; (6) an essential component and critical to the success of the Plan; (7) resulted in distributions to the Creditors that would otherwise have been unavailable; (8) the result of an identity of interest between the Debtors and the Ally Released Parties regarding the Plan; and (9) a bar to any party asserting a claim or cause of action released pursuant to this Third Party Release against any of the Ally Released Parties.

E. Third Party Release Carve-Out

Notwithstanding anything to the contrary herein, the Third Party Release shall not apply to any claims held by: (i) the FHFA, as conservator for Fannie Mae, and/or Fannie Mae against Ally Bank, including, without limitation, any claims of FHFA and/or Fannie Mae against Ally Bank for continuing liabilities, obligations, and duties owed by Ally Bank to FHFA and/or Fannie Mae under the Fannie Mae Contract, including the obligations and duties to honor all selling and servicing representations and warranties related to the portfolio of loans sold and/or serviced, or that were previously serviced, by Ally Bank; (ii) the FHFA and/or Freddie Mac (a) against Ally Bank for any selling and servicing representation and warranty claims for loans sold to Freddie Mac directly by Ally Bank subsequent and pursuant to the May 1, 2012 and August 1, 2012 master selling and servicing agreements among Ally Bank and Freddie Mac, and (b) against Ally Financial Inc. as guarantor for the limited time that the Debtors subserviced the Ally Bank loans sold pursuant to the agreements set forth in clause (a) above, (iii) the United States and the DOJ/AG Settling States with regard to any monetary obligation the Ally Released Parties may have arising under the DOJ/AG Settlement or causes of action preserved under Article V and Exhibits F and G of the DOJ/AG Settlement; and shall not apply to (iv) any liability or obligation of AFI to the United States or the States arising under the Internal Revenue Code, environmental laws, civil fraud laws, or criminal laws, including, but not limited to, any such liability or obligation preserved under Article V and Exhibits F and G of the DOJ/AG Settlement.

Nothing herein is intended to expand any liabilities under any agreement set forth above or applicable law; the carve outs set forth above in clauses (ii) and (iii) are limited to liabilities under agreements referenced therein and Ally expressly reserves all rights, claims, and defenses against persons and entities carved out under this Article IX.E. regarding any liability that is the subject of this Article IX.E.

For the avoidance of doubt, no party can assert claims, causes of actions or liabilities against the Debtors or Liquidating Trust arising from claims that are carved out under Article IX.E(i).

Nothing in the Plan releases AFI or any other party from the obligations under the Employees Retirement Plan for GMAC Mortgage Group, LLC (the "Pension Plan") and ERISA. Notwithstanding the foregoing, upon the Effective Date, the Debtors and the Plan Trusts shall be released from all obligations under the Pension Plan and ERISA related thereto, except for any Claims for fiduciary breaches or prohibited transactions (as defined in ERISA) relating to the Pension Plan under applicable law.

F. Ally Release

Except with respect to the Ally Contract Claims, on and as of the Effective Date of the Plan, the Ally Released Parties shall release the Creditors' Committee, the Debtors, and the Consenting Claimants and their respective successors and assigns, members, partners, advisors, and Representatives, in their capacities as such, from any and all Causes of Action whatsoever, whether known or unknown, asserted or unasserted, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise arising from or related to the Debtors' liquidation, including the negotiation, formulation, or preparation of the Plan Support Agreement, the Plan, the Disclosure Statement, and any other Plan Documents and related disclosures, as well as any counterclaims in commenced or tolled litigation with the Debtors or the Consenting Claimants.

G. Exculpation

The Exculpated Parties shall neither have, nor incur, any liability to any entity for any pre-petition or post-petition act or omission taken in connection with, or related to, formulating, negotiating, preparing, disseminating, soliciting, implementing, administering, confirming, or effecting the consummation of any prepetition plan support agreements, the Plan Support Agreement, the Plan, the Disclosure Statement, the FGIC Settlement Agreement, the Kessler Settlement Agreement, the RMBS Settlement, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, provided, however, that the foregoing provisions of this Exculpation shall have no effect on the liability of any entity that results from any such act that is determined in a final, non-appealable order to have constituted gross negligence or willful misconduct; provided, however, that the Exculpated Parties shall be entitled to rely upon the advice of counsel and financial advisors concerning his, her, or its duties pursuant to, or in connection with, any prepetition plan support agreement, the Plan Support Agreement, the Plan, the Disclosure Statement, the FGIC Settlement Agreement, the Kessler Settlement Agreement, and the RMBS Settlement. Notwithstanding the foregoing or any other provision in this Plan to the contrary, as to the DOJ-Represented Agencies, nothing in this paragraph shall release or exculpate any of the Exculpated Parties from any liability or obligation to the DOJ-Represented Agencies for any pre-petition act or omission, or from any liability or obligations arising under the tax laws, the environmental laws, civil fraud laws, criminal laws, or the police or regulatory powers of the United States, except (i) to the extent the applicable Bar Date or the discharge, release or injunction provisions of the Plan bar the United States from pursuing Claims against the Debtors or the Liquidating Trust and (ii) to the extent the United States released or settled any causes of action against any of the Exculpated Parties, including but not limited to under the DOJ/AG Settlement (including exhibits). For the avoidance of doubt, nothing in the foregoing provisions shall release or exculpate the Ally Released Parties from any claims or obligations to the United States and the DOJ/AG Settling States arising under the DOJ/AG Settlement or causes of action preserved under Article V and Exhibits F and G of the DOJ/AG Settlement.

H. Injunction

Except as otherwise provided in the Confirmation Order or herein and in accordance with Article IX.E hereof, all Entities, including Investors, who have held, hold or may hold Claims, Equity Interests, Causes of Action or liabilities that constitute Released Claims, are permanently enjoined and precluded, from and after the effective date of the Plan, from: (a) commencing or continuing in any manner or action or other proceeding of any kind against any Released Party whether directly, derivatively or otherwise, on account of or in connection with or with respect to any Released Claims; (b) enforcing, attaching, collecting or recovering by any manner or means any judgment, award, decree or order against any Released Party on account of or in connection with or with respect to any Released Claims; (c) creating, perfecting or enforcing any lien (other than any charging lien of a trustee under its respective indenture), claim or encumbrance of any kind against any Released Party on account of or in connection with or with respect to any Released Claims; (d) asserting any right to setoff, subrogation or recoupment of any kind against any obligation due from any Released Party on account of or in connection with or with respect to any Released Claims unless such holder has filed a motion requesting the right to perform such setoff on or before the Confirmation Date, and notwithstanding any indication in a Proof of Claim or Equity Interest or otherwise that such holder asserts, has or intends to preserve any right of setoff pursuant to section 553 of the Bankruptcy Code or otherwise; (e) commencing or continuing in any manner or action or other proceeding of any kind against any Released Party on account of or in connection with or with respect to any Released Claims; and (f) seeking relief or collecting judgments on an Investor-related securities claim in a manner that fails to conform with the terms of the judgment reduction provision set forth in the Plan and the Confirmation Order; provided, that nothing contained herein shall be construed to prevent any entity from objecting to claims or defending against claims objections or collection actions whether by asserting a right of setoff or otherwise to the extent permitted by law. Such injunction shall extend to the successors of the Liquidating Trust, if any, and to their respective properties and interests in property. Any person injured by any willful violation of this injunction shall be entitled to recover actual damages, including costs and attorneys' fees and, in appropriate circumstances, may recover punitive damages from the willful violator.

For the avoidance of doubt, nothing in Article IX.E shall expand or limit the application of this Article IX.H to Claims, Equity Interests, Causes of Action or liabilities against the Debtors or the Liquidating Trust.

I. Waiver of Subrogation

The GMACM Debtors and the RFC Debtors hereby release the ResCap Debtors from any and all liability or responsibility to the GMACM Debtors and the RFC Debtors or any entity claiming through or under the GMACM Debtors and the RFC Debtors by way of subrogation or otherwise, whether known or unknown, asserted or unasserted, derivative or direct, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, whether for tort, fraud, contract, violations of federal or state securities laws, or otherwise, including those subrogated Causes of Action based on avoidance liability under federal or state laws, veil piercing or alter-ego theories of liability, a theory of debt recharacterization, or equitable subordination liability,

arising from or related in any way to the Debtors, including those that any of the Debtors would have been legally entitled to assert against a Released Party in its own right (whether individually or collectively) or that any holder of a Claim or Equity Interest, the Liquidating Trust, or other entity would have been legally entitled to assert on behalf of any of those Debtors or any of their Estates, including those in any way related to the Chapter 11 Cases or the Plan to the fullest extent of the law.

J. Satisfaction and Release of Claims and Equity Interests

The rights afforded herein and the treatment of all Claims and Equity Interests herein shall be in exchange for and in complete satisfaction and release of all Claims of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtors, the Liquidating Trust, or any of their respective assets or properties arising prior to the Effective Date. Except as otherwise expressly specified in the Plan, after the Effective Date, any holder of such Claim or Equity Interest shall be precluded from asserting against the Debtors, the Liquidating Trust, or any of their respective assets or properties, any other or further Claim based on any document, instrument, act, omission, transaction, or other activity of any kind or nature that occurred before the entry of the Confirmation Order.

K. Judgment Reduction for Co-Defendants in Securities Litigation

A defendant against whom a judgment of a court of competent jurisdiction is obtained (whether in a proceeding now pending or hereafter commenced) on an Investor-related securities claim where such defendant has a claim for indemnity or contribution that is subject to the Third Party Releases shall be entitled to a judgment credit in the underlying litigation in the amount and on the terms that would be available if the Third Party Releases were treated as a bar order in the underlying litigation, in accordance with, and to the extent permitted under, applicable statutory or common law, as determined by a court of competent jurisdiction. (For the avoidance of doubt, a defendant against whom a judgment of a court of competent jurisdiction is obtained (whether in a proceeding now pending or hereafter commenced) on an Investor-related securities claim where such defendant has or had a claim for indemnity or contribution against any Debtor is not precluded from asserting that it is entitled to a judgment credit in the underlying litigation in connection with such claim against the Debtors, and the plaintiff(s) in such action shall have the right to oppose any such request for a judgment credit on any basis, including but not limited to that no such right exists and with reference to Bankruptcy Code section 502(e)). For the avoidance of doubt, judgment reduction in the NJ Carpenters Class Action shall be governed by the terms of the Order and Final Judgment entered by the District Court granting final approval to the NJ Carpenters Settlement. *See* Docket No. 5354. Notwithstanding the foregoing and without limitation (i) no Ally Released Party shall be deemed to have admitted to such fault by virtue of this provision; (ii) nothing herein shall create any right for a defendant that it does not have under applicable statutory or common law, if any, to obtain discovery from any Ally Released Party, or create an obligation for any Ally Released Party to participate in any proceeding to determine fault that does not exist under applicable statutory or common law, if any, in connection with such claim; and (iii) no finding in any proceeding to determine fault shall create any claim against any Ally Released Party or obligation of any Ally Released Party to satisfy any claim. For the avoidance of doubt, nothing in this Article IX.K affects the Third

Party Releases, and all parties' rights under applicable law with respect to discovery and any Ally Released Party's participation in any proceeding to determine fault are preserved.

L. Limitations

For the avoidance of doubt, the releases set forth in this Article IX shall not extend to: (i) any rights, defenses, or counterclaims under any directors & officers or errors & omissions insurance policies sold by any of the Consenting Claimants or their affiliates and covering either the Debtors or any of the Ally Released Parties; (ii) any indemnity rights against non-Ally Released Parties arising out of the Kessler Class Action or to any other indemnity right against non-Ally Released Parties arising out of any other claims of Borrowers; specifically, these releases do not extend to any indemnity rights RFC may have against any non-Ally Released Party that is a successor in interest to CBNV and GNBT, including, but not limited to, those indemnity rights extending out of the client contracts between RFC, on the one hand, and either CBNV or GNBT, on the other hand, which incorporate by reference the indemnity provisions of RFC's AlterNet Seller Guide, and (iii) any indemnity rights held by the Debtors' Representatives against Ally arising from Claims not released by this Article IX.

ARTICLE X.

CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

A. Conditions Precedent to Confirmation

It shall be a condition to Confirmation of the Plan that the following conditions shall have been satisfied or waived in accordance with the terms of the Plan:

(a) Court approval of the Disclosure Statement in a form and substance reasonably acceptable to the Plan Proponents, Ally, and each of the Consenting Claimants, as containing adequate information with respect to the Plan within the meaning of section 1125 of the Bankruptcy Code;

(b) The Plan shall be reasonably acceptable to the Plan Proponents, Ally and each of the Consenting Claimants, in accordance with the terms of the Plan Support Agreement;

(c) The Confirmation Order shall be reasonably acceptable to the Plan Proponents, Ally, and each of the Consenting Claimants;

(d) The Plan Supplement and any related documentation shall be reasonably satisfactory to the Plan Proponents, Ally, and each of the Consenting Claimants;

(e) Court approval of the RMBS Settlement as part of the Plan pursuant to Bankruptcy Rule 9019;

(f) No Plan modifications that have altered distributions to be made under the Plan shall have occurred without the consent of the Plan Proponents, Ally, and each of the Consenting Claimants;

(g) Court approval of the Third Party Releases and Debtor Releases in the Plan, without any modification thereto; and

(h) Court approval of the Exculpation, in a form reasonably satisfactory to the Plan Proponents, Ally, and each of the Consenting Claimants.

B. Conditions Precedent to the Effective Date

It shall be a condition to the Effective Date that the following conditions shall have been satisfied or waived pursuant to Article X.C:

(a) the Bankruptcy Court shall have entered the Confirmation Order, which shall grant final approval of the Plan, including all settlements therein, the Debtor Releases, the Third Party Releases, the injunctions, and Exculpation;

(b) the Confirmation Order shall not have been stayed, modified, or vacated on appeal;

(c) on or before September 16, 2013, the FGIC Rehabilitation Court shall have entered an order substantially in the form attached to the FGIC Settlement Agreement as Exhibit E (or such other form as agreed to by FGIC, the Debtors, and the RMBS Trustees) approving the Plan Support Agreement (as it related to FGIC) and the FGIC Settlement Agreement, including the settlement and release of all present and future claims against FGIC under or relating to the FGIC Policies;

(d) the Bankruptcy Court shall have entered an order substantially in the form attached to the FGIC Settlement Agreement as Exhibit D (or such other form as agreed to by FGIC, the Debtors, and the RMBS Trustees and counsel for the Institutional Investors) approving the FGIC Settlement Agreement, including the settlement and release of all present and future claims against FGIC under or relating to the FGIC Policies and the allowance of FGIC's General Unsecured Claims against the Debtors, pursuant to a Bankruptcy Rule 9019 motion, which order shall include a finding that the transactions contemplated by the FGIC Settlement Agreement are in the best interests of the RMBS Trusts;

(e) Ally will have funded at least \$1,950,000,000 of the Ally Contribution;

(f) the Liquidating Trust Agreement, the RMBS Claims Trust Agreement, the Private Securities Claims Trust Agreement and the Borrower Claims Trust Agreement shall have been executed;

(g) the Ally Contract Claims and any other claims held by Ally Allowed under the Plan, will have been Allowed, deemed indefeasible, and approved by the Bankruptcy Court without subordination of any kind, and satisfied as set forth herein;

(h) subject to Article VI.C, the Available Assets shall have been transferred to the Liquidating Trust;

(i) all material governmental and third party approvals and consents, including Bankruptcy Court approval, and approvals Ally may be required to obtain, necessary in connection with the transactions contemplated by this Plan, shall have been obtained and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent, or otherwise impose materially adverse conditions on such transactions; and

(j) all other actions, documents, and agreements necessary to implement the Plan as of the Effective Date will have been delivered and all conditions precedent thereto will have been satisfied or waived.

C. Waiver of Conditions

The Plan Proponents shall have the right to waive one or more of the conditions to Confirmation and Consummation of the Plan set forth in Articles X.A and X.B(b), and (e) through (k), with the consent of Ally and the Consenting Claimants, and, solely with respect to such waivers of the conditions set forth in Article X.B(c) and (d) with the consent of FGIC and the RMBS Trustees, at any time without notice, leave, or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate the Plan.

D. Effect of Nonoccurrence of Conditions

Each of the conditions to the Effective Date must be satisfied or duly waived, and the Effective Date must occur on or before the earlier of thirty (30) days after the Confirmation Date or December 15, 2013. If the Effective Date has not occurred on or before the earlier of thirty (30) days after the Confirmation Date or December 15, 2013, then upon motion by the Plan Proponents or Ally made before the Effective Date and a hearing, the Confirmation Order may be vacated by the Bankruptcy Court; provided, however, that notwithstanding the Filing of such motion to vacate, the Confirmation Order may not be vacated if the Effective Date occurs before the Bankruptcy Court enters an order granting such motion. If the Confirmation Order is vacated, then except as provided in any order of the Bankruptcy Court vacating the Confirmation Order, the Plan will be null and void in all respects, including the discharge of Claims and termination of Interests pursuant to the Plan and section 1141 of the Bankruptcy Code and the assumptions, assignments or rejections of Executory Contracts, and nothing contained in the Plan or Disclosure Statement shall: (1) constitute a waiver or release of any Claims, Equity Interests or Causes of Action; (2) prejudice in any manner the rights of any Debtor or any other Entity; or (3) constitute an admission, acknowledgment, offer or undertaking of any sort by such Debtor or any other Entity.

ARTICLE XI.

MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

A. Modification and Amendments

Subject to the terms of the Plan Support Agreement, the Plan Proponents may amend, modify, or supplement the Plan pursuant to Bankruptcy Code section 1127(a) at any

time prior to the Confirmation Date; provided, that the Plan Proponents obtain the consent, which shall not be unreasonably withheld, of the Settling Parties in accordance with the terms of the Plan Support Agreement. After the Confirmation Date, but prior to Consummation of the Plan, the Plan Proponents may with the consent of the other Settling Parties, which shall not be unreasonably withheld, in accordance with the terms of the Plan Support Agreement, amend, modify, or supplement the Plan without further order of the Bankruptcy Court to remedy any defect or omission or reconcile any inconsistencies in the Plan or the Confirmation Order. At all times, the Plan Proponents may amend, modify, or supplement the Plan without the consent of any other Entity to the extent that such amendments, modifications, or supplements are non-material. At any time, at the request of the RMBS Trustees, Art. IV.C.3 of the Plan may be amended as will be required to preserve the REMIC tax status of the RMBS Trusts notwithstanding the distribution of Units to the RMBS Claims Trust under the Plan to the RMBS Claims Trust on behalf of the RMBS Trusts, and such amendment will be deemed non-material.

B. Effect of Confirmation on Modifications

Pursuant to Bankruptcy Code section 1127(a), entry of a Confirmation Order shall mean that all modifications or amendments to the Plan since the solicitation thereof are approved and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of the Plan

Subject to the terms of the Plan Support Agreement and conditions to the Effective Date, the Plan Proponents reserve the right to revoke or withdraw the Plan prior to the Confirmation Date and to File subsequent chapter 11 plans. If the Plan Proponents revoke or withdraw the Plan, or if Confirmation or Consummation does not occur, then: (i) the Plan shall be null and void in all respects; (ii) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Equity Interest or Class of Claims or Equity Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan shall be deemed null and void except as may be set forth in a separate order entered by the Bankruptcy Court; and (iii) nothing contained in the Plan shall constitute a waiver or release of any Claims or Equity Interests or prejudice in any manner the rights of the Plan Proponents, the Settling Parties, or any other Entity, or constitute an admission, acknowledgement, offer, or undertaking of any sort by the Plan Proponents or any other Entity.

ARTICLE XII.

RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive

jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction:⁸

(a) to allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured, or unsecured status, or amount of any Claim or Equity Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims or Equity Interests;

(b) to determine, adjudicate, or decide any other applications, adversary proceedings, contested matters, and any other matters pending on the Effective Date;

(c) to hear and determine any matter, case, controversy, suit, dispute, or Causes of Action: (i) regarding the existence, nature, and scope of the releases, injunctions, and exculpation provided under the Plan, and (ii) enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;

(d) to ensure that distributions to holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;

(e) Reserved;

(f) other than with respect to the GM Policies and the GM Insurers, to hear and determine matters relating to insurance claims and settlements regarding insurance;

(g) to resolve disputes as to the ownership of any Claim or Equity Interest;

(h) to enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, reversed, modified, or vacated;

(i) to issue such orders in aid of execution of the Plan, to the extent authorized by section 1142 of the Bankruptcy Code;

(j) to consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any order of the Bankruptcy Court, including the Confirmation Order;

(k) to hear and determine disputes arising in connection with the interpretation, implementation, consummation, or enforcement of the Plan including, without limitation, the allocation of RMBS Trust Claims, the RMBS Trust Allocation Protocol, the Monoline Reservation, and the Kessler Settlement Agreement;

(l) to hear and determine any matters relating to the Liquidating Trust, the RMBS Claims Trust, the Borrower Claims Trust, and/or the Private Securities Claims Trust, including to hear and determine any actions brought against the Liquidating Trust Board,

⁸ For the avoidance of doubt, the effectiveness of the NJ Carpenters Settlement and the related NJ Carpenters Claims Distribution is subject to District Court approval.

Borrower Claims Trustee and/or the Private Securities Claims Trustee, as applicable, in connection with the Plan, including any action or other dispute relating to distributions under the Plan, provided, that if the Plan does not become effective, nothing herein shall be deemed to transfer the venue or jurisdiction over any underlying litigation against Ally to the Bankruptcy Court;

(m) to hear and determine any issue for which the Plan requires a Final Order of the Bankruptcy Court;

(n) to hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

(o) to hear and determine all matters related to: (i) applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan; or (ii) the fees and expenses of the Junior Secured Notes Indenture Trustee, the Junior Secured Notes Collateral Agent and the ad hoc group of Junior Secured Noteholders that are referred to in the AFI/JSN Cash Collateral Order as the “Ad Hoc Committee of Holders of Junior Secured Notes” to the extent payment or reimbursement of such fees and expenses is sought from or required to be paid by the Debtors or the Liquidating Trust pursuant to the Junior Secured Notes Indenture, the Bankruptcy Code, or otherwise (but excluding any fees previously paid by the Debtors in accordance with the AFI/JSN Cash Collateral Order, which fees shall remain subject to the recharacterization claims pursuant to the JSN Adversary Proceeding).

(p) to resolve any matters related to (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Cure Claims pursuant to section 365 of the Bankruptcy Code; (b) a potential contractual obligation under any executory contract or unexpired lease that is assumed by the Debtors or the Liquidating Trust amending, modifying, or supplementing, after the Effective Date, any Executory Contracts or Unexpired Leases to the Assumption Schedule or otherwise; and (c) any dispute regarding whether a contract or lease is or was executory or expired;

(q) to hear and determine any Causes of Action preserved under the Plan;

(r) to enter a final decree closing any of the Chapter 11 Cases;

(s) to issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any entity with consummation or enforcement of the Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

(t) to enforce the affirmative findings governing the RMBS Trustees that are contemplated in Article IV herein;

(u) to enforce all orders previously entered by the Bankruptcy Court; and

(v) to hear any other matter not inconsistent with the Bankruptcy Code.

Notwithstanding anything else contained herein, on and after the Effective Date, the Bankruptcy Court shall retain non-exclusive jurisdiction to the extent permissible under applicable law to hear and determine matters relating to the GM Policies and the GM Insurers, including rights under the GM Policies.

ARTICLE XIII.

MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect

Subject to Article X.A of the Plan and notwithstanding Bankruptcy Rules 3020(e), 6004(h), 7062, or otherwise, upon the occurrence of the Effective Date, the terms of the Plan shall be immediately effective and enforceable and deemed binding upon the Debtors, the Liquidating Trust, and any and all holders of Claims or Equity Interests (irrespective of whether such Claims or Equity Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with any Debtor.

Notwithstanding anything in Bankruptcy Rule 3020(e) to the contrary, (i) the entry of the Confirmation Order shall constitute a Final Order and the period in which an appeal must be filed shall commence upon the entry thereof, and (ii) the Confirmation Order shall take effect immediately upon its entry and the Plan Proponents are authorized to consummate the Plan immediately after entry of the Confirmation Order and the satisfaction or waiver of all other conditions to the Effective Date of the Plan, in accordance with the terms of the Plan.

B. Additional Documents

On or before the Effective Date, the Plan Proponents may File with the Bankruptcy Court any and all agreements and other documents that may be necessary or appropriate in order to effectuate and further evidence the terms and conditions of the Plan.

C. Payment of Statutory Fees

Notwithstanding the grouping of the Debtors described herein, on the Effective Date, and thereafter as may be required, each of the Debtors shall (i) pay all the respective fees payable pursuant to section 1930 of chapter 123 of title 28 of the United States Code, together with interest, if any, pursuant to section 3717 of title 31 of the United States Code, until the earliest to occur of the entry of (a) a final decree closing such Debtor's Chapter 11 Case, (b) a Final Order converting such Debtor's Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code, or (c) a Final Order dismissing such Debtor's Chapter 11 Case, and (ii) be responsible for the filing of consolidated post-confirmation quarterly status reports with the Bankruptcy Court in accordance with Rule 3021-1 of the Southern District of New York Local Bankruptcy Rules, which status reports shall include reports on the disbursements made by each of the Debtors.

D. Dissolution of the Creditors' Committee

On the Effective Date, the Creditors' Committee shall dissolve; provided, however, that, following the Effective Date, the Creditors' Committee shall continue in existence and have standing and a right to be heard for the following limited purposes: (i) Claims and/or applications for compensation by Professionals and requests for allowance of Administrative Claims for substantial contribution pursuant to section 503(b)(3)(D) of the Bankruptcy Code; (ii) any appeals of the Confirmation Order that remain pending as of the Effective Date to which the Creditors' Committee is a party; (iii) any adversary proceedings or contested matters as of the Effective Date to which the Creditors' Committee is a party; and (iv) responding to creditor inquiries for one-hundred-twenty (120) days following the Effective Date. Upon the dissolution of the Creditors' Committee, the current and former members of the Creditors' Committee and their respective officers, employees, counsel, advisors and agents, shall be released and discharged of and from all further authority, duties, responsibilities and obligations related to and arising from and in connection with the Chapter 11 Cases, and the retention or employment of the Creditors' Committee's respective attorneys, accountants and other agents shall terminate, except that the Creditors' Committee and their respective Professionals shall have the right to pursue, review and object to any applications for compensation or reimbursement of expenses filed in accordance with Article II hereof.

E. Access to Debtors' Records after Effective Date.

On the Effective Date, Debtors shall be deemed to have transferred, assigned and conveyed to the Liquidating Trust, the RMBS Claims Trust, the Borrower Claims Trust, and the Private Securities Claims Trust, as their interests may appear with respect to the Claims of their respective beneficiaries, and the Liquidating Trust shall be authorized to take possession of, all of the books and records of the Debtors, including, except as set forth in any Ally Contract, all information and data on computers owned or leased by the Debtors or otherwise on premises occupied by the Debtors, and all rights of access to data of the Debtors and their affiliates, that were not otherwise transferred to a third party on or prior to the Effective Date. The Liquidating Trust shall have the responsibility of storing and maintaining such books and records to and for the benefit of each of the Liquidating Trust, the RMBS Claims Trust, the Borrower Claims Trust, and the Private Securities Claims Trust as their interests may appear, and the respective Plan Trusts shall enter into an agreement or protocol with respect to access to such books and records. The Debtors shall cooperate with the Plan Trustees of the Plan Trusts to facilitate the delivery and storage of such books and records in accordance herewith. For the purpose of this Section, books and records include computer generated or computer maintained books and records and computerized data, as well as electronically generated or maintained books and records or data, along with books and records of the Debtors maintained by or in possession of third parties, except as set forth in any Ally Contract, and all of the claims and rights of the Debtors in and to books and records, wherever located. The Debtors or the Liquidating Trust, as applicable, shall make available current and historic tax returns with supporting files to Ally as necessary for Ally to address Ally's audit requirements and to facilitate Ally filing its 2013 tax returns.

F. Substantial Consummation

On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

G. Reservation of Rights

Except as otherwise provided in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court enters the Confirmation Order. None of the Filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by the Plan Proponents or Ally with respect to the Plan or the Disclosure Statement shall be or shall be deemed to be an admission or waiver of any rights of the Plan Proponents or Ally with respect to the holders of Claims or Equity Interests prior to the Effective Date.

H. Successors and Assigns

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign, Affiliate, officer, director, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

I. Service of Documents

All notices, requests and demands hereunder to be effective shall be in writing (including by facsimile transmission) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

- (a) if to the Debtors, (i) if by mail or courier to: Residential Capital LLC, Lewis Kruger, CRO, c/o Morrison & Foerster LLP, 1290 Avenue of the Americas, New York, New York 10104; with copies to: (a) Morrison & Foerster LLP, 1290 Avenue of the Americas, New York, New York, 10104, Attn: Gary Lee, Lorenzo Marinuzzi, and Todd Goren; and (b) Curtis, Mallet-Prevost, Colt & Mosle LLP, 101 Park Avenue, New York, New York 10178, Attn: Steven J. Reisman, Theresa A. Foudy, and Maryann Gallagher; and (ii) if by e-mail, to: Lewis.Kruger@gmacrescap.com, glee@mof.com, lmarinuzzi@mof.com, tgoren@mof.com, sreisman@curtis.com, tfoudy@curtis.com, and mgallagher@curtis.com.
- (b) if to the Liquidating Trust: as provided in the Liquidating Trust Agreement for notices to the Liquidating Trust.
- (c) if to the Borrower Claims Trust: as provided in the Borrower Claims Trust Agreement for notices to the Borrower Claims Trust.
- (d) if to the Private Securities Claims Trust: as provided in the Private Securities Claims Trust Agreement for notices to the Private Securities Claims Trust.

- (e) if to the RMBS Claims Trust: as provided in the RMBS Claims Trust Agreement for notices to the RMBS Claims Trust.
- (f) if to Ally to: Ally Financial, Inc., 1177 Avenue of the Americas, New York, NY 10036; Attn: William B. Solomon and Timothy Devine; with copies to: Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Richard M. Cieri, and Ray C. Schrock.
- (g) if to the Creditors' Committee, (i) if by mail or courier to: 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; and (ii) if by email to keckstein@kramerlevin.com, dmannel@kramerlevin.com and szide@kramerlevin.com.
- (h) if to AIG, Allstate, MassMutual and/or Prudential, (i) if by mail or courier to: Quinn Emanuel Urquhart & Sullivan LLP, 51 Madison Avenue, 22nd Floor, New York, New York 10010; Attn: Susheel Kirpalani and Scott Shelley; and (ii) if by email to susheelkirpalani@quinnemanuel.com and scottshelley@quinnemanuel.com.
- (i) if to FGIC, (i) if by mail or courier to: Jones Day, 222 East 41st Street, New York, New York 10017; Attn: Richard L. Wynne and Howard F. Sidman; and the Superintendent of Financial Services of the State of New York, as Rehabilitator of FGIC, c/o Weil Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153; Attn: Gary T. Holtzer; and (ii) if by e-mail to: rlwynne@jonesday.com, hfsidman@jonesday.com, and gary.holtzer@weil.com.
- (j) if to the Steering Committee Consenting Claimants, (i) if by mail or courier to: Gibbs & Bruns LLP, 1100 Louisiana, Suite 5300, Houston, Texas 77002; Attn: Kathy D. Patrick and Robert J. Madden; and Ropes & Gray LLP, 1211 Avenue of the Americas, New York, New York 10036; Attn: Keith H. Wofford and Ross Martin, and (ii) if by e-mail to: kpatrick@gibbsbruns.com, rmadden@gibbsbruns.com, keith.wofford@ropesgray.com, and ross.martin@ropesgray.com.
- (k) if to the Talcott Franklin Consenting Claimants, (i) if by mail or courier to: (a) Talcott Franklin, P.C., 208 N. Market Street, Suite 200, Dallas, Texas 75202; Attn: Talcott J. Franklin, (b) Carter Ledyard & Milburn LLP, 2 Wall Street, New York, New York 10005, Attn: James Gadsden, and (c) Miller Johnson, 250 Monroe Avenue, NW, Suite 800, P.O. Box 306, Grand Rapids, Michigan, Attn: Thomas Sarb; and (ii) if by e-mail to: tal@talcottfranklin.com, gadsden@clm.com and sarbt@millerjohnson.com.
- (l) if to Wilmington Trust, (i) if by mail or courier to: Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 10006, Attn: Thomas J. Moloney and Sean A. O'Neal and Loeb & Loeb, 345 Park Avenue, New York,

New York 10154, Attn: Walter H. Curchack; and (ii) if by e-mail to: tmoloney@cgsh.com, soneal@cgsh.com, and wcurchack@loeb.com.

- (m) if to MBIA, (i) if by mail or courier to: Cadwalader, Wickersham & Taft LLP, One World Financial Center, New York, New York 10281, Attn: Gregory M. Petrick and Mark Ellenberg; (ii) if by e-mail to: Gregory.Petrick@cwt.com and Mark.Ellenberg@cwt.com.
- (n) if to the Kessler Class Claimants, (i) if by mail or courier to: Polsinelli, 900 Third Avenue, 21st Floor, New York, New York 10022, Attn: Daniel J. Flanigan; Carlson Lynch, Ltd., PNC Park, 115 Federal Street Suite 210, Pittsburgh, PA 15212, Attn: R. Bruce Carlson, Walters Bender Strohbehn & Vaughan, P.C., 2500 City Center Square, 12th & Baltimore, P.O. Box 26188, Kansas City, MO 64196, Attn: R. Frederick Walters; and (ii) if by e-mail to: dflanigan@polsinelli.com, bcarlson@carlsonlynch.com, and fwalters@wbsvlaw.com.
- (o) if to the RMBS Trustees (i) if by mail or courier to: BNY Mellon, c/o Dechert LLP, 1095 Avenue of the Americas, New York, New York 10036, Attn: Glenn E. Siegel; DB, c/o Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, NY 10178, Attn: James L. Garrity, Jr.; USB, c/o Seward & Kissel LLP, One Battery Park Plaza, New York, New York 10004, Attn: Arlene R. Alves; WFB, c/o Alston & Bird LLP, 1 Atlantic Center, 1201 W. Peachtree Street, NW, Atlanta, Georgia 30309-3424, Attn: John C. Weitnauer; LDTC, Seward & Kissel LLP, One Battery Park Plaza, New York, New York 10004, Attn: Dale C. Christensen, Jr., HSBC, c/o John Kibler, Allen & Overy, 1221 Avenue of the Americas, New York, NY 10020; and (ii) if by e-mail to: glenn.siegel@dechert.com, jgarrity@morganlewis.com, alves@sewkis.com, kit.weitnauer@alston.com, christensen@sewkis.com, and John.Kibler@AllenOvery.com.
- (p) if to Paulson, (i) if by mail or courier to: Paulson & Co., Inc., 1251 Avenue of the Americas, New York, New York 10020, Attn: Daniel J. Kamensky; and (ii) if by e-mail to: Daniel.Kamensky@paulsonco.com.

After the Effective Date, the Liquidating Trust has authority to send a notice to any Entity that, in order to continue to receive documents pursuant to Bankruptcy Rule 2002, it must File a renewed request to receive documents with the Bankruptcy Court. After the Effective Date, the Liquidating Trust is authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

J. Further Assurances

The Debtors or the Liquidating Trust, all holders of Claims receiving distributions pursuant to the Plan, and all other Entities, as applicable, shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be

necessary or advisable to effectuate the provisions and intent of the Plan or the Confirmation Order.

K. Term of Injunctions or Stays

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan and the Confirmation Order shall remain in full force and effect in accordance with their terms.

L. Entire Agreement

Except as otherwise indicated, the Plan supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

M. Exhibits and Related Documents

All exhibits and documents Filed in relation to the Plan are incorporated into and are a part of the Plan as if set forth in full in the Plan. After any exhibits and documents are Filed, copies of such exhibits and documents shall be available upon written request to the Liquidating Trust's counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website, <http://www.kccllc.net/rescap>, or the Bankruptcy Court's website, <http://www.nys.uscourts.gov> (a PACER login and password are required to access documents on the Bankruptcy Court's website).

N. Severability of Plan Provisions

Except as otherwise provided herein, if, before Confirmation of the Plan, subject to the terms of the Plan Support Agreement, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan, including the Third Party Releases, Debtor Releases, Exculpation, including Article X.A, B and C, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified without the Plan Proponents' consent; and (c) nonseverable and mutually dependent.

O. Waiver or Estoppel Conflicts

Each holder of a Claim or Equity Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Equity Interest should be Allowed in a certain amount, in a certain priority, secured, or not subordinated, by virtue of an agreement made with the Plan Proponents, or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers Filed with the Bankruptcy Court prior to the Confirmation Date.

P. Conflicts

Except as set forth in the Plan or unless otherwise ordered by the Bankruptcy Court, to the extent that the Disclosure Statement, any order of the Bankruptcy Court (other than the Confirmation Order), or any exhibit to the Plan or document executed or delivered in connection with the Plan is inconsistent with the terms of the Plan, the terms of the Plan shall control.

Dated: November 18, 2013
New York, New York

Respectfully Submitted,

RESIDENTIAL CAPITAL, LLC for itself
and its Debtor subsidiaries

By: /s/ Lewis Kruger
Name: Lewis Kruger
Title: Chief Restructuring Officer

THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS

By: /s/ John S. Dubel
Name: John S. Dubel
Title: Co-Chair

By: /s/ Peter F. Finkel
Name: Peter F. Finkel
Title: Co-Chair

Schedule 1G

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	GMACM Claim	Insurer	GMACM Recognized Claim
2	ACE 1999-A [Total]	Subprime 1999	9.00%	\$8	MBIA	\$0
3	ACE 2005-SL1 [Total]	CES 2005	53.10%	\$5,649		\$5,649
4	ACE 2006-SL1 [Total]	CES 2006	29.54%	\$4,645		\$4,645
5	ACE 2006-SL4 [Total]	CES 2006	100.00%	\$5,044		\$5,044
6	ACE 2007-HE4 [1A]	Subprime 2007	11.23%	\$33,042		\$33,042
7	ACE 2007-HE4 [1F]	Subprime 2007	11.23%	\$6,862		\$6,862
8	ACE 2007-HE4 [2A]	Subprime 2007	11.23%	\$46,537		\$46,537
9	ACE 2007-HE4 [2F]	Subprime 2007	11.23%	\$7,563		\$7,563
10	ACE 2007-SL1 [1]	CES 2007	76.47%	\$236		\$236
11	ACE 2007-SL1 [2]	CES 2007	76.47%	\$1,084		\$1,084
12	AHM 2004-4 [1]	ALT-A 2004	14.48%	\$5,141		\$5,141
13	AHM 2004-4 [2]	ALT-A 2004	14.48%	\$11,797		\$11,797
14	AHM 2004-4 [3]	ALT-A 2004	14.48%	\$11,131		\$11,131
15	AHM 2004-4 [4]	ALT-A 2004	14.48%	\$17,976		\$17,976
16	AHM 2004-4 [5]	ALT-A 2004	14.48%	\$11,743		\$11,743
17	AHM 2004-4 [6]	ALT-A 2004	14.48%	\$7,796		\$7,796
18	AHM 2004-4 [7]	ALT-A 2004	14.48%	\$4,404	MBIA	\$0
19	AHM 2006-2 [2_1]	CES 2006	3.64%	\$942		\$942
20	AHM 2006-2 [2_2]	CES 2006	3.64%	\$1,029		\$1,029
21	AHM 2006-2 [3]	CES 2006	3.64%	\$2,687		\$2,687
22	AHM 2006-2 [4]	CES 2006	3.64%	\$3,544		\$3,544
23	AHM 2006-2 [5]	CES 2006	3.64%	\$847	CIFG	\$0
24	AHM 2007-A [11]	CES 2007	8.24%	\$2,338		\$2,338
25	AHM 2007-A [12]	CES 2007	8.24%	\$1,286		\$1,286
26	AHM 2007-A [13]	CES 2007	8.24%	\$5,731		\$5,731
27	AHM 2007-A [2]	CES 2007	8.24%	\$1,999		\$1,999
28	AHM 2007-A [3]	CES 2007	8.24%	\$2,227	Assured Guaranty	\$0
29	AHM 2007-A [4NP]	CES 2007	8.24%	\$3,527		\$3,527
30	AHM 2007-A [4SD]	CES 2007	8.24%	\$5,639		\$5,639
31	AHM 2007-SD2 [NP]	Subprime 2007	5.00%	\$8,512		\$8,512
32	AHM 2007-SD2 [P]	Subprime 2007	5.00%	\$2,450		\$2,450
33	AHM 2007-SD2 [REO]	Subprime 2007	5.00%	\$4,028		\$4,028
34	AHM 2007-SD2 [RP]	Subprime 2007	5.00%	\$564		\$564
35	AHM 2007-SD2 [SP]	Subprime 2007	5.00%	\$1,704		\$1,704
36	ALBT 2007-S1 [Total]	CES 2007	5.00%	\$17		\$17
37	ARMT 2004-5 [1]	ALT-A 2004	13.09%	\$1,127		\$1,127
38	ARMT 2004-5 [2]	ALT-A 2004	13.09%	\$2,199		\$2,199
39	ARMT 2004-5 [3]	ALT-A 2004	13.09%	\$1,662		\$1,662
40	ARMT 2004-5 [4]	ALT-A 2004	13.09%	\$1,400		\$1,400
41	ARMT 2004-5 [5]	ALT-A 2004	13.09%	\$1,077		\$1,077
42	ARMT 2004-5 [6]	ALT-A 2004	13.09%	\$1,350		\$1,350
43	ARMT 2004-5 [7A]	ALT-A 2004	13.09%	\$1,471		\$1,471
44	ARMT 2004-5 [7B]	ALT-A 2004	13.09%	\$3,265		\$3,265
45	ARMT 2005-1 [1]	ALT-A 2005	2.92%	\$556		\$556
46	ARMT 2005-1 [2]	ALT-A 2005	2.92%	\$937		\$937
47	ARMT 2005-1 [3]	ALT-A 2005	2.92%	\$496		\$496
48	ARMT 2005-1 [4]	ALT-A 2005	2.92%	\$586		\$586
49	ARMT 2005-1 [51]	ALT-A 2005	2.92%	\$496		\$496
50	ARMT 2005-1 [52]	ALT-A 2005	2.92%	\$1,403		\$1,403
51	ARMT 2005-10 [1]	ALT-A 2005	13.49%	\$2,546		\$2,546
52	ARMT 2005-10 [2]	ALT-A 2005	13.49%	\$5,982		\$5,982

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	GMACM Claim	Insurer	GMACM Recognized Claim
53	ARMT 2005-10 [3]	ALT-A 2005	13.49%	\$7,177		\$7,177
54	ARMT 2005-10 [4]	ALT-A 2005	13.49%	\$2,776		\$2,776
55	ARMT 2005-10 [5]	ALT-A 2005	13.49%	\$10,063		\$10,063
56	ARMT 2005-10 [6]	ALT-A 2005	13.49%	\$6,278		\$6,278
57	ARMT 2005-11 [1]	ALT-A 2005	13.80%	\$1,993		\$1,993
58	ARMT 2005-11 [2]	ALT-A 2005	13.80%	\$9,515		\$9,515
59	ARMT 2005-11 [3]	ALT-A 2005	13.80%	\$5,205		\$5,205
60	ARMT 2005-11 [4]	ALT-A 2005	13.80%	\$19,342		\$19,342
61	ARMT 2005-11 [5]	ALT-A 2005	13.80%	\$19,239		\$19,239
62	ARMT 2005-9 [1]	ALT-A 2005	22.06%	\$6,807		\$6,807
63	ARMT 2005-9 [2]	ALT-A 2005	22.06%	\$3,116		\$3,116
64	ARMT 2005-9 [3]	ALT-A 2005	22.06%	\$3,199		\$3,199
65	ARMT 2005-9 [4]	ALT-A 2005	22.06%	\$12,436		\$12,436
66	ARMT 2005-9 [5]	ALT-A 2005	22.06%	\$26,945		\$26,945
67	BAFC 2005-6 [1]	Prime 2005	8.27%	\$1,252		\$1,252
68	BAFC 2005-6 [2]	Prime 2005	8.27%	\$1,308		\$1,308
69	BAFC 2005-8 [1]	Prime 2005	9.08%	\$391		\$391
70	BAFC 2005-8 [2]	Prime 2005	9.08%	\$1,257		\$1,257
71	BAFC 2005-8 [3]	Prime 2005	9.08%	\$213		\$213
72	BAFC 2005-8 [4]	Prime 2005	9.08%	\$1,070		\$1,070
73	BAFC 2006-1 [1]	ALT-A 2006	3.11%	\$442		\$442
74	BAFC 2006-1 [2]	ALT-A 2006	3.11%	\$190		\$190
75	BAFC 2006-1 [3]	ALT-A 2006	3.11%	\$166		\$166
76	BAFC 2006-2 [1]	ALT-A 2006	0.99%	\$39		\$39
77	BAFC 2006-2 [2]	ALT-A 2006	0.99%	\$269		\$269
78	BAFC 2006-2 [3]	ALT-A 2006	0.99%	\$65		\$65
79	BAFC 2006-2 [4]	ALT-A 2006	0.99%	\$54		\$54
80	BAFC 2006-2 [5]	ALT-A 2006	0.99%	\$33		\$33
81	BAFC 2006-2 [6]	ALT-A 2006	0.99%	\$30		\$30
82	BAFC 2006-4 [Total]	ALT-A 2006	17.43%	\$11,035		\$11,035
83	BAFC 2006-5 [1]	Prime 2006	5.76%	\$577		\$577
84	BAFC 2006-5 [2]	Prime 2006	5.76%	\$280		\$280
85	BAFC 2006-5 [3]	Prime 2006	5.76%	\$294		\$294
86	BAFC 2006-5 [4]	Prime 2006	5.76%	\$969		\$969
87	BAFC 2007-3 [1]	Prime 2007	1.84%	\$992		\$992
88	BAFC 2007-3 [2]	Prime 2007	1.84%	\$492		\$492
89	BAFC 2007-3 [3]	Prime 2007	1.84%	\$789		\$789
90	BAFC 2007-3 [4]	Prime 2007	1.84%	\$4,664		\$4,664
91	BAFC 2007-4 [N]	Prime 2007	12.13%	\$11,391		\$11,391
92	BAFC 2007-4 [S]	Prime 2007	12.13%	\$2,421		\$2,421
93	BAFC 2007-4 [S4]	Prime 2007	12.13%	\$4,260		\$4,260
94	BAFC 2007-4 [S5]	Prime 2007	12.13%	\$1,936		\$1,936
95	BAFC 2007-4 [T2]	Prime 2007	12.13%	\$12,523		\$12,523
96	BAFC 2007-7 [1]	ALT-A 2007	0.71%	\$326		\$326
97	BAFC 2007-7 [2]	ALT-A 2007	0.71%	\$126		\$126
98	BAFC 2007-7 [3]	ALT-A 2007	0.71%	\$1,332		\$1,332
99	BALTA 2003-1 [1]	ALT-A 2003	4.50%	\$59		\$59
100	BALTA 2003-1 [2]	ALT-A 2003	4.50%	\$46		\$46
101	BALTA 2004-12 [I-1]	ALT-A 2004	0.92%	\$775		\$775
102	BALTA 2004-12 [I-2]	ALT-A 2004	0.92%	\$606		\$606
103	BALTA 2004-12 [II-1]	ALT-A 2004	0.92%	\$61		\$61

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	GMACM Claim	Insurer	GMACM Recognized Claim
104	BALTA 2004-12 [II-2]	ALT-A 2004	0.92%	\$211		\$211
105	BALTA 2004-12 [II-3]	ALT-A 2004	0.92%	\$121		\$121
106	BALTA 2004-12 [II-4]	ALT-A 2004	0.92%	\$67		\$67
107	BALTA 2004-4 [Total]	ALT-A 2004	9.05%	\$3,704		\$3,704
108	BALTA 2004-6 [1]	ALT-A 2004	0.69%	\$243		\$243
109	BALTA 2004-6 [2]	ALT-A 2004	0.69%	\$38		\$38
110	BALTA 2004-6 [3]	ALT-A 2004	0.69%	\$236		\$236
111	BALTA 2005-10 [1]	ALT-A 2005	0.06%	\$174		\$174
112	BALTA 2005-10 [TWO_FIVE]	ALT-A 2005	0.06%	\$65		\$65
113	BALTA 2005-10 [TWO_FOUR]	ALT-A 2005	0.06%	\$79		\$79
114	BALTA 2005-10 [TWO_ONE]	ALT-A 2005	0.06%	\$31		\$31
115	BALTA 2005-10 [TWO_THREE]	ALT-A 2005	0.06%	\$157		\$157
116	BALTA 2005-10 [TWO_TWO]	ALT-A 2005	0.06%	\$107		\$107
117	BALTA 2005-3 [1]	ALT-A 2005	16.03%	\$4,314		\$4,314
118	BALTA 2005-3 [2]	ALT-A 2005	16.03%	\$2,858		\$2,858
119	BALTA 2005-3 [3]	ALT-A 2005	16.03%	\$15,750		\$15,750
120	BALTA 2005-3 [4]	ALT-A 2005	16.03%	\$10,704		\$10,704
121	BALTA 2005-4 [I]	ALT-A 2005	0.61%	\$423		\$423
122	BALTA 2005-4 [II1]	ALT-A 2005	0.61%	\$219		\$219
123	BALTA 2005-4 [II2]	ALT-A 2005	0.61%	\$210		\$210
124	BALTA 2005-4 [II3]	ALT-A 2005	0.61%	\$1,228		\$1,228
125	BALTA 2005-4 [II4]	ALT-A 2005	0.61%	\$103		\$103
126	BALTA 2005-4 [II5]	ALT-A 2005	0.61%	\$70		\$70
127	BALTA 2005-5 [1]	ALT-A 2005	0.31%	\$431		\$431
128	BALTA 2005-5 [II-1]	ALT-A 2005	0.31%	\$56		\$56
129	BALTA 2005-5 [II-2]	ALT-A 2005	0.31%	\$370		\$370
130	BALTA 2005-5 [II-3]	ALT-A 2005	0.31%	\$144		\$144
131	BALTA 2005-5 [II-4]	ALT-A 2005	0.31%	\$51		\$51
132	BALTA 2005-5 [II-5]	ALT-A 2005	0.31%	\$112		\$112
133	BALTA 2005-5 [II-6]	ALT-A 2005	0.31%	\$27		\$27
134	BALTA 2006-1 [I]	ALT-A 2006	7.43%	\$22,311		\$22,311
135	BALTA 2006-1 [II-1]	ALT-A 2006	7.43%	\$18,799		\$18,799
136	BALTA 2006-1 [II-2]	ALT-A 2006	7.43%	\$3,599		\$3,599
137	BALTA 2006-1 [II-3]	ALT-A 2006	7.43%	\$2,097		\$2,097
138	BALTA 2006-3 [I]	ALT-A 2006	4.09%	\$16,135		\$16,135
139	BALTA 2006-3 [II1]	ALT-A 2006	4.09%	\$6,238		\$6,238
140	BALTA 2006-3 [II2]	ALT-A 2006	4.09%	\$5,980		\$5,980
141	BALTA 2006-3 [II3]	ALT-A 2006	4.09%	\$6,467		\$6,467
142	BALTA 2006-3 [II4]	ALT-A 2006	4.09%	\$851		\$851
143	BALTA 2006-3 [III1]	ALT-A 2006	4.09%	\$4,708		\$4,708
144	BALTA 2006-3 [III2]	ALT-A 2006	4.09%	\$2,202		\$2,202
145	BALTA 2006-3 [III3]	ALT-A 2006	4.09%	\$1,623		\$1,623
146	BALTA 2006-3 [III4]	ALT-A 2006	4.09%	\$2,523		\$2,523
147	BALTA 2006-3 [III5]	ALT-A 2006	4.09%	\$2,980		\$2,980
148	BALTA 2006-3 [III6]	ALT-A 2006	4.09%	\$3,498		\$3,498
149	BALTA 2006-4 [I1]	ALT-A 2006	0.19%	\$891		\$891
150	BALTA 2006-4 [I2]	ALT-A 2006	0.19%	\$929		\$929
151	BALTA 2006-4 [I3]	ALT-A 2006	0.19%	\$633		\$633
152	BALTA 2006-4 [II1]	ALT-A 2006	0.19%	\$72		\$72

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	GMACM Claim	Insurer	GMACM Recognized Claim
153	BALTA 2006-4 [II2]	ALT-A 2006	0.19%	\$572		\$572
154	BALTA 2006-4 [II3]	ALT-A 2006	0.19%	\$644		\$644
155	BALTA 2006-4 [III1]	ALT-A 2006	0.19%	\$144		\$144
156	BALTA 2006-4 [III2]	ALT-A 2006	0.19%	\$384		\$384
157	BALTA 2006-4 [III3]	ALT-A 2006	0.19%	\$547		\$547
158	BALTA 2006-5 [1]	ALT-A 2006	0.20%	\$1,116		\$1,116
159	BALTA 2006-5 [2]	ALT-A 2006	0.20%	\$403		\$403
160	BALTA 2006-8 [I]	ALT-A 2006	0.52%	\$1,710		\$1,710
161	BALTA 2006-8 [II]	ALT-A 2006	0.52%	\$1,325		\$1,325
162	BALTA 2006-8 [III]	ALT-A 2006	0.52%	\$559		\$559
163	BAYV 2003-AA [1D]	Subprime 2003	2.77%	\$39		\$39
164	BAYV 2003-AA [1N]	Subprime 2003	2.77%	\$659		\$659
165	BAYV 2003-AA [2]	Subprime 2003	2.77%	\$104		\$104
166	BAYV 2004-A [1]	Subprime 2004	4.00%	\$1,496		\$1,496
167	BAYV 2004-A [2]	Subprime 2004	4.00%	\$873		\$873
168	BAYV 2006-B [1]	Subprime 2006	4.63%	\$1,758		\$1,758
169	BAYV 2006-B [2]	Subprime 2006	4.63%	\$4,072		\$4,072
170	BAYV 2006-D [1A]	Subprime 2006	1.33%	\$112		\$112
171	BAYV 2006-D [1F]	Subprime 2006	1.33%	\$751		\$751
172	BAYV 2006-D [2A]	Subprime 2006	1.33%	\$1,105		\$1,105
173	BAYV 2006-D [2F]	Subprime 2006	1.33%	\$107		\$107
174	BAYV 2007-A [1]	Subprime 2007	5.00%	\$4,424		\$4,424
175	BAYV 2007-A [2]	Subprime 2007	5.00%	\$4,757		\$4,757
176	BAYV 2007-B [1]	Subprime 2007	14.45%	\$9,964		\$9,964
177	BAYV 2007-B [2]	Subprime 2007	14.45%	\$13,739		\$13,739
178	BSABS 2003-AC3 [Total]	ALT-A 2003	1.02%	\$177		\$177
179	BSABS 2003-AC4 [Total]	ALT-A 2003	0.14%	\$61		\$61
180	BSABS 2004-AC1 [Total]	ALT-A 2004	1.36%	\$228		\$228
181	BSABS 2004-AC2 [1]	ALT-A 2004	0.24%	\$38		\$38
182	BSABS 2004-AC2 [2]	ALT-A 2004	0.24%	\$20		\$20
183	BSABS 2004-AC7 [Total]	ALT-A 2004	2.40%	\$1,110		\$1,110
184	BSABS 2004-BO1 [1F]	Subprime 2004	100.00%	\$218,097		\$218,097
185	BSABS 2004-BO1 [1S]	Subprime 2004	100.00%	\$90,871		\$90,871
186	BSABS 2004-BO1 [2F]	Subprime 2004	100.00%	\$136,469		\$136,469
187	BSABS 2005-AC3 [1]	ALT-A 2005	0.03%	\$11		\$11
188	BSABS 2005-AC3 [2]	ALT-A 2005	0.03%	\$13		\$13
189	BSABS 2005-AC7 [Total]	ALT-A 2005	0.27%	\$222		\$222
190	BSABS 2006-SD2 [Total]	Subprime 2006	0.08%	\$98		\$98
191	BSABS 2007-SD2 [2NEG]	Subprime 2007	0.01%	\$3		\$3
192	BSABS 2007-SD2 [2NO_NEG]	Subprime 2007	0.01%	\$9		\$9
193	BSABS 2007-SD2 [I]	Subprime 2007	0.01%	\$9		\$9
194	BSABS 2007-SD3 [A]	Subprime 2007	0.71%	\$1,199	FGIC	\$1,199
195	BSABS 2007-SD3 [F]	Subprime 2007	0.71%	\$746	FGIC	\$746
196	BSARM 2001-4 [1]	Prime 2001	51.63%	\$1,211		\$1,211
197	BSARM 2001-4 [2]	Prime 2001	51.63%	\$263		\$263
198	BSARM 2002-11 [I1]	Prime 2002	18.40%	\$236		\$236
199	BSARM 2002-11 [I2]	Prime 2002	18.40%	\$304		\$304
200	BSARM 2002-11 [I3]	Prime 2002	18.40%	\$23		\$23
201	BSARM 2002-11 [I4]	Prime 2002	18.40%	\$29		\$29
202	BSARM 2002-11 [II1]	Prime 2002	18.40%	\$72		\$72
203	BSARM 2002-11 [II2]	Prime 2002	18.40%	\$120		\$120

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	GMACM Claim	Insurer	GMACM Recognized Claim
204	BSARM 2003-1 [1]	Prime 2003	5.04%	\$100		\$100
205	BSARM 2003-1 [2]	Prime 2003	5.04%	\$47		\$47
206	BSARM 2003-1 [3]	Prime 2003	5.04%	\$80		\$80
207	BSARM 2003-1 [4]	Prime 2003	5.04%	\$11		\$11
208	BSARM 2003-1 [5]	Prime 2003	5.04%	\$70		\$70
209	BSARM 2003-1 [6]	Prime 2003	5.04%	\$107		\$107
210	BSARM 2003-1 [7]	Prime 2003	5.04%	\$31		\$31
211	BSARM 2003-1 [8]	Prime 2003	5.04%	\$11		\$11
212	BSARM 2003-3 [1]	Prime 2003	26.07%	\$50		\$50
213	BSARM 2003-3 [2]	Prime 2003	26.07%	\$346		\$346
214	BSARM 2003-3 [3]	Prime 2003	26.07%	\$682		\$682
215	BSARM 2003-3 [4]	Prime 2003	26.07%	\$122		\$122
216	BSARM 2003-4 [1]	Prime 2003	5.43%	\$24		\$24
217	BSARM 2003-4 [2]	Prime 2003	5.43%	\$120		\$120
218	BSARM 2003-4 [3]	Prime 2003	5.43%	\$123		\$123
219	BSARM 2003-5 [I-1]	Prime 2003	4.00%	\$81		\$81
220	BSARM 2003-5 [I-2]	Prime 2003	4.00%	\$108		\$108
221	BSARM 2003-5 [I-3]	Prime 2003	4.00%	\$60		\$60
222	BSARM 2003-5 [II]	Prime 2003	4.00%	\$215		\$215
223	BSARM 2003-6 [I-1]	Prime 2003	2.88%	\$59		\$59
224	BSARM 2003-6 [I-2]	Prime 2003	2.88%	\$107		\$107
225	BSARM 2003-6 [I-3]	Prime 2003	2.88%	\$25		\$25
226	BSARM 2003-6 [II]	Prime 2003	2.88%	\$99		\$99
227	BSARM 2003-7 [1]	Prime 2003	1.94%	\$20		\$20
228	BSARM 2003-7 [2]	Prime 2003	1.94%	\$71		\$71
229	BSARM 2003-7 [3]	Prime 2003	1.94%	\$26		\$26
230	BSARM 2003-7 [4]	Prime 2003	1.94%	\$161		\$161
231	BSARM 2003-7 [5]	Prime 2003	1.94%	\$31		\$31
232	BSARM 2003-7 [6]	Prime 2003	1.94%	\$156		\$156
233	BSARM 2003-7 [7]	Prime 2003	1.94%	\$27		\$27
234	BSARM 2003-7 [8]	Prime 2003	1.94%	\$22		\$22
235	BSARM 2003-7 [9]	Prime 2003	1.94%	\$113		\$113
236	BSARM 2004-1 [I-1]	Prime 2004	0.32%	\$24		\$24
237	BSARM 2004-1 [I-2]	Prime 2004	0.32%	\$45		\$45
238	BSARM 2004-1 [I-3]	Prime 2004	0.32%	\$10		\$10
239	BSARM 2004-1 [I-4]	Prime 2004	0.32%	\$9		\$9
240	BSARM 2004-1 [I-5]	Prime 2004	0.32%	\$17		\$17
241	BSARM 2004-1 [I-6]	Prime 2004	0.32%	\$5		\$5
242	BSARM 2004-1 [I-7]	Prime 2004	0.32%	\$9		\$9
243	BSARM 2004-1 [II-1]	Prime 2004	0.32%	\$33		\$33
244	BSARM 2004-1 [II-2]	Prime 2004	0.32%	\$3		\$3
245	BSARM 2004-1 [II-3]	Prime 2004	0.32%	\$3		\$3
246	BSARM 2004-10 [I1]	Prime 2004	19.58%	\$2,551		\$2,551
247	BSARM 2004-10 [I2]	Prime 2004	19.58%	\$4,518		\$4,518
248	BSARM 2004-10 [I3]	Prime 2004	19.58%	\$1,417		\$1,417
249	BSARM 2004-10 [I4]	Prime 2004	19.58%	\$1,952		\$1,952
250	BSARM 2004-10 [I5]	Prime 2004	19.58%	\$2,097		\$2,097
251	BSARM 2004-10 [II1]	Prime 2004	19.58%	\$2,598		\$2,598
252	BSARM 2004-10 [II2]	Prime 2004	19.58%	\$779		\$779
253	BSARM 2004-10 [II3]	Prime 2004	19.58%	\$1,799		\$1,799
254	BSARM 2004-10 [III1]	Prime 2004	19.58%	\$903		\$903

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	GMACM Claim	Insurer	GMACM Recognized Claim
255	BSARM 2004-10 [III2]	Prime 2004	19.58%	\$1,427		\$1,427
256	BSARM 2004-12 [1]	Prime 2004	38.54%	\$10,077		\$10,077
257	BSARM 2004-12 [2]	Prime 2004	38.54%	\$25,736		\$25,736
258	BSARM 2004-12 [3]	Prime 2004	38.54%	\$2,615		\$2,615
259	BSARM 2004-12 [4]	Prime 2004	38.54%	\$1,968		\$1,968
260	BSARM 2004-5 [1]	Prime 2004	100.00%	\$3,138		\$3,138
261	BSARM 2004-5 [2]	Prime 2004	100.00%	\$14,054		\$14,054
262	BSARM 2004-5 [3]	Prime 2004	100.00%	\$1,654		\$1,654
263	BSARM 2004-5 [4]	Prime 2004	100.00%	\$1,116		\$1,116
264	BSARM 2004-9 [1]	Prime 2004	72.17%	\$2,116		\$2,116
265	BSARM 2004-9 [2]	Prime 2004	72.17%	\$5,679		\$5,679
266	BSARM 2004-9 [3]	Prime 2004	72.17%	\$1,496		\$1,496
267	BSARM 2004-9 [4]	Prime 2004	72.17%	\$499		\$499
268	BSARM 2004-9 [5]	Prime 2004	72.17%	\$7,013		\$7,013
269	BSARM 2004-9 [6]	Prime 2004	72.17%	\$907		\$907
270	BSARM 2004-9 [7]	Prime 2004	72.17%	\$3,384		\$3,384
271	BSARM 2005-11 [1]	Prime 2005	70.51%	\$1,484		\$1,484
272	BSARM 2005-11 [2]	Prime 2005	70.51%	\$4,361		\$4,361
273	BSARM 2005-11 [3]	Prime 2005	70.51%	\$3,122		\$3,122
274	BSARM 2005-11 [4]	Prime 2005	70.51%	\$4,125		\$4,125
275	BSARM 2005-11 [5]	Prime 2005	70.51%	\$5,476		\$5,476
276	BSARM 2005-12 [I-1]	Prime 2005	8.76%	\$2,846		\$2,846
277	BSARM 2005-12 [I-2]	Prime 2005	8.76%	\$6,221		\$6,221
278	BSARM 2005-12 [I-3]	Prime 2005	8.76%	\$2,542		\$2,542
279	BSARM 2005-12 [II-1]	Prime 2005	8.76%	\$531		\$531
280	BSARM 2005-12 [II-2]	Prime 2005	8.76%	\$1,249		\$1,249
281	BSARM 2005-12 [II-3]	Prime 2005	8.76%	\$2,497		\$2,497
282	BSARM 2005-12 [II-4]	Prime 2005	8.76%	\$374		\$374
283	BSARM 2005-12 [II-5]	Prime 2005	8.76%	\$623		\$623
284	BSARM 2006-2 [1]	Prime 2006	0.36%	\$38		\$38
285	BSARM 2006-2 [2]	Prime 2006	0.36%	\$411		\$411
286	BSARM 2006-2 [3]	Prime 2006	0.36%	\$145		\$145
287	BSARM 2006-2 [4]	Prime 2006	0.36%	\$203		\$203
288	CMLTI 2004-2 [1]	Prime 2004	1.72%	\$40		\$40
289	CMLTI 2004-2 [2]	Prime 2004	1.72%	\$11		\$11
290	CMLTI 2004-HYB4 [1]	ALT-A 2004	21.30%	\$1,156		\$1,156
291	CMLTI 2004-HYB4 [2]	ALT-A 2004	21.30%	\$560		\$560
292	CMLTI 2004-HYB4 [3]	ALT-A 2004	21.30%	\$2,507		\$2,507
293	CMLTI 2004-HYB4 [4]	ALT-A 2004	21.30%	\$2,211		\$2,211
294	CMLTI 2005-1 [I]	ALT-A 2005	24.89%	\$2,721		\$2,721
295	CMLTI 2005-1 [II-1]	ALT-A 2005	24.89%	\$3,022		\$3,022
296	CMLTI 2005-1 [II-2]	ALT-A 2005	24.89%	\$2,292		\$2,292
297	CMLTI 2005-1 [III]	ALT-A 2005	24.89%	\$2,749		\$2,749
298	CMLTI 2005-2 [I1]	ALT-A 2005	0.01%	\$0		\$0
299	CMLTI 2005-2 [I2]	ALT-A 2005	0.01%	\$2		\$2
300	CMLTI 2005-2 [I3]	ALT-A 2005	0.01%	\$1		\$1
301	CMLTI 2005-2 [I4]	ALT-A 2005	0.01%	\$2		\$2
302	CMLTI 2005-2 [I5]	ALT-A 2005	0.01%	\$1		\$1
303	CMLTI 2005-2 [II1]	ALT-A 2005	0.01%	\$0		\$0
304	CMLTI 2005-2 [II2]	ALT-A 2005	0.01%	\$0		\$0
305	CMLTI 2005-3 [I]	ALT-A 2005	6.02%	\$1,290		\$1,290

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	GMACM Claim	Insurer	GMACM Recognized Claim
306	CMLTI 2005-3 [II-1]	ALT-A 2005	6.02%	\$927		\$927
307	CMLTI 2005-3 [II-2]	ALT-A 2005	6.02%	\$6,077		\$6,077
308	CMLTI 2005-3 [II-3]	ALT-A 2005	6.02%	\$1,260		\$1,260
309	CMLTI 2005-3 [II-4]	ALT-A 2005	6.02%	\$3,316		\$3,316
310	CMLTI 2005-3 [III]	ALT-A 2005	6.02%	\$1,335		\$1,335
311	CMLTI 2005-5 [I-1]	ALT-A 2005	58.96%	\$2,010		\$2,010
312	CMLTI 2005-5 [I-2]	ALT-A 2005	58.96%	\$8,058		\$8,058
313	CMLTI 2005-5 [I-3]	ALT-A 2005	58.96%	\$2,796		\$2,796
314	CMLTI 2005-5 [I-4]	ALT-A 2005	58.96%	\$8,461		\$8,461
315	CMLTI 2005-5 [I-5]	ALT-A 2005	58.96%	\$1,674		\$1,674
316	CMLTI 2005-5 [II-1]	ALT-A 2005	58.96%	\$22,737		\$22,737
317	CMLTI 2005-5 [II-2]	ALT-A 2005	58.96%	\$2,690		\$2,690
318	CMLTI 2005-5 [II-3]	ALT-A 2005	58.96%	\$5,718		\$5,718
319	CMLTI 2005-5 [III-1]	ALT-A 2005	58.96%	\$12,904		\$12,904
320	CMLTI 2005-5 [III-2]	ALT-A 2005	58.96%	\$5,657		\$5,657
321	CMLTI 2005-5 [III-3]	ALT-A 2005	58.96%	\$14,286		\$14,286
322	CMLTI 2005-5 [III-4]	ALT-A 2005	58.96%	\$7,750		\$7,750
323	CMLTI 2005-5 [III-5]	ALT-A 2005	58.96%	\$7,397		\$7,397
324	CMLTI 2005-8 [I-1]	Prime 2005	3.33%	\$296		\$296
325	CMLTI 2005-8 [I-2]	Prime 2005	3.33%	\$213		\$213
326	CMLTI 2005-8 [I-3]	Prime 2005	3.33%	\$500		\$500
327	CMLTI 2005-8 [I-4]	Prime 2005	3.33%	\$1,324		\$1,324
328	CMLTI 2005-8 [II]	Prime 2005	3.33%	\$1,178		\$1,178
329	CMLTI 2005-8 [III]	Prime 2005	3.33%	\$416		\$416
330	CMLTI 2005-SHL1 [1A]	Subprime 2005	9.00%	\$2,802		\$2,802
331	CMLTI 2005-SHL1 [1F]	Subprime 2005	9.00%	\$4,329		\$4,329
332	CMLTI 2005-SHL1 [2]	Subprime 2005	9.00%	\$244		\$244
333	CMLTI 2006-4 [1]	ALT-A 2006	0.07%	\$8		\$8
334	CMLTI 2006-4 [2]	ALT-A 2006	0.07%	\$32		\$32
335	CMLTI 2006-AR3 [1-1]	Prime 2006	0.22%	\$137		\$137
336	CMLTI 2006-AR3 [1-2]	Prime 2006	0.22%	\$433		\$433
337	CMLTI 2006-AR3 [2-1]	Prime 2006	0.22%	\$45		\$45
338	CMLTI 2006-AR3 [2-2]	Prime 2006	0.22%	\$26		\$26
339	CMLTI 2006-AR3 [2-3]	Prime 2006	0.22%	\$135		\$135
340	CMLTI 2006-AR3 [2-4]	Prime 2006	0.22%	\$90		\$90
341	CMLTI 2007-AMC2 [1A_GE36]	Subprime 2007	25.68%	\$38,996		\$38,996
342	CMLTI 2007-AMC2 [1A_LE24]	Subprime 2007	25.68%	\$64,005		\$64,005
343	CMLTI 2007-AMC2 [1F]	Subprime 2007	25.68%	\$51,512		\$51,512
344	CMLTI 2007-AMC2 [2A_GE36]	Subprime 2007	25.68%	\$8,608		\$8,608
345	CMLTI 2007-AMC2 [2A_LE24]	Subprime 2007	25.68%	\$13,616		\$13,616
346	CMLTI 2007-AMC2 [2F]	Subprime 2007	25.68%	\$14,597		\$14,597
347	CMLTI 2007-AMC2 [3A_GE36]	Subprime 2007	25.68%	\$37,093		\$37,093
348	CMLTI 2007-AMC2 [3A_LE24]	Subprime 2007	25.68%	\$117,616		\$117,616
349	CMLTI 2007-AMC2 [3F]	Subprime 2007	25.68%	\$60,887		\$60,887
350	CMLTI 2007-AR1 [A]	ALT-A 2007	0.02%	\$70		\$70
351	CMLTI 2007-AR1 [F]	ALT-A 2007	0.02%	\$1		\$1

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	GMACM Claim	Insurer	GMACM Recognized Claim
352	CMLTI 2007-SHL1 [A]	Subprime 2007	5.00%	\$14,663		\$14,663
353	CMLTI 2007-SHL1 [F]	Subprime 2007	5.00%	\$6,915		\$6,915
354	CSFB 2002-34 [FOUR]	Prime 2002	5.31%	\$593		\$593
355	CSFB 2002-34 [ONE]	Prime 2002	5.31%	\$560		\$560
356	CSFB 2002-34 [THREE]	Prime 2002	5.31%	\$1,035		\$1,035
357	CSFB 2002-34 [TWO]	Prime 2002	5.31%	\$516		\$516
358	CSFB 2002-AR33 [FIVE]	ALT-A 2002	3.62%	\$45		\$45
359	CSFB 2002-AR33 [FOUR]	ALT-A 2002	3.62%	\$13		\$13
360	CSFB 2002-AR33 [ONE]	ALT-A 2002	3.62%	\$28		\$28
361	CSFB 2002-AR33 [THREE]	ALT-A 2002	3.62%	\$141		\$141
362	CSFB 2002-AR33 [TWO]	ALT-A 2002	3.62%	\$34		\$34
363	CSFB 2003-23 [EIGHT]	Prime 2003	9.70%	\$233		\$233
364	CSFB 2003-23 [FIVE]	Prime 2003	9.70%	\$704		\$704
365	CSFB 2003-23 [FOUR]	Prime 2003	9.70%	\$428		\$428
366	CSFB 2003-23 [ONE]	Prime 2003	9.70%	\$1,648		\$1,648
367	CSFB 2003-23 [SEVEN]	Prime 2003	9.70%	\$179		\$179
368	CSFB 2003-23 [SIX]	Prime 2003	9.70%	\$546		\$546
369	CSFB 2003-23 [THREE]	Prime 2003	9.70%	\$1,437		\$1,437
370	CSFB 2003-23 [TWO]	Prime 2003	9.70%	\$778		\$778
371	CSFB 2005-10 [1]	Prime 2005	3.03%	\$615		\$615
372	CSFB 2005-10 [10]	Prime 2005	3.03%	\$719		\$719
373	CSFB 2005-10 [11]	Prime 2005	3.03%	\$282		\$282
374	CSFB 2005-10 [12]	Prime 2005	3.03%	\$303		\$303
375	CSFB 2005-10 [2]	Prime 2005	3.03%	\$622		\$622
376	CSFB 2005-10 [3]	Prime 2005	3.03%	\$740		\$740
377	CSFB 2005-10 [4]	Prime 2005	3.03%	\$333		\$333
378	CSFB 2005-10 [5]	Prime 2005	3.03%	\$1,318		\$1,318
379	CSFB 2005-10 [6]	Prime 2005	3.03%	\$1,257		\$1,257
380	CSFB 2005-10 [7]	Prime 2005	3.03%	\$117		\$117
381	CSFB 2005-10 [8]	Prime 2005	3.03%	\$328		\$328
382	CSFB 2005-10 [9]	Prime 2005	3.03%	\$280		\$280
383	CSFB 2005-11 [1]	Prime 2005	3.02%	\$301		\$301
384	CSFB 2005-11 [2]	Prime 2005	3.02%	\$429		\$429
385	CSFB 2005-11 [3]	Prime 2005	3.02%	\$219		\$219
386	CSFB 2005-11 [4]	Prime 2005	3.02%	\$284		\$284
387	CSFB 2005-11 [5]	Prime 2005	3.02%	\$555		\$555
388	CSFB 2005-11 [6]	Prime 2005	3.02%	\$543		\$543
389	CSFB 2005-11 [7]	Prime 2005	3.02%	\$421		\$421
390	CSFB 2005-11 [8]	Prime 2005	3.02%	\$816		\$816
391	CSFB 2005-12 [1]	ALT-A 2005	2.16%	\$392		\$392
392	CSFB 2005-12 [2]	ALT-A 2005	2.16%	\$793		\$793
393	CSFB 2005-12 [3]	ALT-A 2005	2.16%	\$799		\$799
394	CSFB 2005-12 [4]	ALT-A 2005	2.16%	\$1,736		\$1,736
395	CSFB 2005-12 [5]	ALT-A 2005	2.16%	\$889		\$889
396	CSFB 2005-12 [6]	ALT-A 2005	2.16%	\$1,153		\$1,153
397	CSFB 2005-12 [7]	ALT-A 2005	2.16%	\$794		\$794
398	CSFB 2005-12 [8]	ALT-A 2005	2.16%	\$201		\$201
399	CSFB 2005-3 [1]	Prime 2005	27.68%	\$1,683		\$1,683
400	CSFB 2005-3 [2]	Prime 2005	27.68%	\$1,388		\$1,388
401	CSFB 2005-3 [3]	Prime 2005	27.68%	\$8,890		\$8,890
402	CSFB 2005-3 [4]	Prime 2005	27.68%	\$714		\$714

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	GMACM Claim	Insurer	GMACM Recognized Claim
403	CSFB 2005-3 [5]	Prime 2005	27.68%	\$1,803		\$1,803
404	CSFB 2005-3 [6]	Prime 2005	27.68%	\$1,859		\$1,859
405	CSFB 2005-3 [7]	Prime 2005	27.68%	\$1,600		\$1,600
406	CSFB 2005-4 [1]	Prime 2005	15.77%	\$1,779		\$1,779
407	CSFB 2005-4 [2]	Prime 2005	15.77%	\$2,458		\$2,458
408	CSFB 2005-4 [3]	Prime 2005	15.77%	\$2,438		\$2,438
409	CSFB 2005-5 [1]	Prime 2005	2.54%	\$128		\$128
410	CSFB 2005-5 [2]	Prime 2005	2.54%	\$263		\$263
411	CSFB 2005-5 [3]	Prime 2005	2.54%	\$138		\$138
412	CSFB 2005-5 [4]	Prime 2005	2.54%	\$92		\$92
413	CSFB 2005-5 [5]	Prime 2005	2.54%	\$56		\$56
414	CSFB 2005-5 [6]	Prime 2005	2.54%	\$94		\$94
415	CSFB 2005-5 [7]	Prime 2005	2.54%	\$131		\$131
416	CSFB 2005-6 [1]	Prime 2005	5.02%	\$1,528		\$1,528
417	CSFB 2005-6 [2]	Prime 2005	5.02%	\$181		\$181
418	CSFB 2005-6 [3]	Prime 2005	5.02%	\$400		\$400
419	CSFB 2005-6 [4]	Prime 2005	5.02%	\$507		\$507
420	CSFB 2005-6 [5]	Prime 2005	5.02%	\$1,067		\$1,067
421	CSFB 2005-6 [6]	Prime 2005	5.02%	\$477		\$477
422	CSFB 2005-6 [7]	Prime 2005	5.02%	\$477		\$477
423	CSFB 2005-6 [8]	Prime 2005	5.02%	\$291		\$291
424	CSFB 2005-6 [9]	Prime 2005	5.02%	\$341		\$341
425	CSFB 2005-8 [1]	ALT-A 2005	3.33%	\$1,225		\$1,225
426	CSFB 2005-8 [2]	ALT-A 2005	3.33%	\$648		\$648
427	CSFB 2005-8 [3]	ALT-A 2005	3.33%	\$1,475		\$1,475
428	CSFB 2005-8 [4]	ALT-A 2005	3.33%	\$301		\$301
429	CSFB 2005-8 [5]	ALT-A 2005	3.33%	\$768		\$768
430	CSFB 2005-8 [6]	ALT-A 2005	3.33%	\$131		\$131
431	CSFB 2005-8 [7]	ALT-A 2005	3.33%	\$860		\$860
432	CSFB 2005-8 [8]	ALT-A 2005	3.33%	\$535		\$535
433	CSFB 2005-8 [9]	ALT-A 2005	3.33%	\$1,164		\$1,164
434	CSFB 2005-9 [1]	ALT-A 2005	2.60%	\$959		\$959
435	CSFB 2005-9 [2]	ALT-A 2005	2.60%	\$478		\$478
436	CSFB 2005-9 [3]	ALT-A 2005	2.60%	\$482		\$482
437	CSFB 2005-9 [4]	ALT-A 2005	2.60%	\$544		\$544
438	CSFB 2005-9 [5]	ALT-A 2005	2.60%	\$1,163		\$1,163
439	CSMC 2006-1 [1]	Prime 2006	0.19%	\$115		\$115
440	CSMC 2006-1 [2]	Prime 2006	0.19%	\$31		\$31
441	CSMC 2006-1 [3]	Prime 2006	0.19%	\$56		\$56
442	CSMC 2006-1 [4]	Prime 2006	0.19%	\$38		\$38
443	CSMC 2006-1 [5]	Prime 2006	0.19%	\$76		\$76
444	CSMC 2006-8 [1]	Prime 2006	2.50%	\$2,012		\$2,012
445	CSMC 2006-8 [2]	Prime 2006	2.50%	\$176		\$176
446	CSMC 2006-9 [1]	ALT-A 2006	0.09%	\$71		\$71
447	CSMC 2006-9 [2A]	ALT-A 2006	0.09%	\$53		\$53
448	CSMC 2006-9 [2B]	ALT-A 2006	0.09%	\$36		\$36
449	CSMC 2007-6 [Total]	ALT-A 2007	0.49%	\$799		\$799
450	CSMC 2007-7 [1]	Prime 2007	0.21%	\$84		\$84
451	CSMC 2007-7 [2]	Prime 2007	0.21%	\$68		\$68
452	CSMC 2007-7 [3]	Prime 2007	0.21%	\$20		\$20
453	DBALT 2003-2XS [Total]	ALT-A 2003	95.38%	\$29,435		\$29,435

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	GMACM Claim	Insurer	GMACM Recognized Claim
454	DBALT 2003-4XS [Total]	ALT-A 2003	84.05%	\$20,118	MBIA	\$0
455	DBALT 2005-3 [1]	ALT-A 2005	2.59%	\$80		\$80
456	DBALT 2005-3 [2]	ALT-A 2005	2.59%	\$77		\$77
457	DBALT 2005-3 [3]	ALT-A 2005	2.59%	\$57		\$57
458	DBALT 2005-3 [4]	ALT-A 2005	2.59%	\$1,012		\$1,012
459	DBALT 2005-3 [5]	ALT-A 2005	2.59%	\$121		\$121
460	DBALT 2005-4 [Total]	ALT-A 2005	48.82%	\$30,202		\$30,202
461	DBALT 2005-5 [1]	ALT-A 2005	52.13%	\$39,251		\$39,251
462	DBALT 2005-5 [2]	ALT-A 2005	52.13%	\$31,333		\$31,333
463	DBALT 2005-6 [1]	ALT-A 2005	61.14%	\$40,028		\$40,028
464	DBALT 2005-6 [2]	ALT-A 2005	61.14%	\$52,056		\$52,056
465	DBALT 2005-AR1 [1]	ALT-A 2005	50.36%	\$28,151		\$28,151
466	DBALT 2005-AR1 [2]	ALT-A 2005	50.36%	\$9,306		\$9,306
467	DBALT 2005-AR2 [1]	ALT-A 2005	28.39%	\$7,615		\$7,615
468	DBALT 2005-AR2 [2]	ALT-A 2005	28.39%	\$3,736		\$3,736
469	DBALT 2005-AR2 [3]	ALT-A 2005	28.39%	\$3,508		\$3,508
470	DBALT 2005-AR2 [4]	ALT-A 2005	28.39%	\$7,236		\$7,236
471	DBALT 2005-AR2 [5]	ALT-A 2005	28.39%	\$5,325		\$5,325
472	DBALT 2005-AR2 [6]	ALT-A 2005	28.39%	\$2,693		\$2,693
473	DBALT 2005-AR2 [7]	ALT-A 2005	28.39%	\$2,237		\$2,237
474	DBALT 2006-AB1 [Total]	ALT-A 2006	14.64%	\$38,623	FSA	\$0
475	DBALT 2006-AB3 [Total]	ALT-A 2006	1.45%	\$3,980	FSA	\$0
476	DBALT 2006-AF1 [A]	ALT-A 2006	41.00%	\$121,412		\$121,412
477	DBALT 2006-AF1 [F]	ALT-A 2006	41.00%	\$38,435		\$38,435
478	DBALT 2006-AR1 [1]	ALT-A 2006	33.11%	\$60,258		\$60,258
479	DBALT 2006-AR1 [2]	ALT-A 2006	33.11%	\$6,859		\$6,859
480	DBALT 2006-AR1 [3]	ALT-A 2006	33.11%	\$19,379		\$19,379
481	DBALT 2006-AR1 [4]	ALT-A 2006	33.11%	\$9,689		\$9,689
482	DBALT 2006-AR1 [5]	ALT-A 2006	33.11%	\$3,762		\$3,762
483	DBALT 2006-AR2 [Total]	ALT-A 2006	46.14%	\$104,986		\$104,986
484	DBALT 2006-AR3 [Total]	ALT-A 2006	79.69%	\$488,221		\$488,221
485	DBALT 2006-AR5 [I]	ALT-A 2006	57.98%	\$412,396		\$412,396
486	DBALT 2006-AR5 [II1]	ALT-A 2006	57.98%	\$9,212		\$9,212
487	DBALT 2006-AR5 [II2]	ALT-A 2006	57.98%	\$11,191		\$11,191
488	DBALT 2006-AR5 [II3]	ALT-A 2006	57.98%	\$17,920		\$17,920
489	DBALT 2006-AR6 [Total]	ALT-A 2006	65.68%	\$587,334		\$587,334
490	DBALT 2006-OA1 [Total]	Pay Option ARM 2006	6.11%	\$25,097		\$25,097
491	DBALT 2007-1 [IA]	ALT-A 2007	38.32%	\$199,687		\$199,687
492	DBALT 2007-1 [IIF]	ALT-A 2007	38.32%	\$203,903		\$203,903
493	DBALT 2007-1 [IIA]	ALT-A 2007	38.32%	\$23,365		\$23,365
494	DBALT 2007-1 [IIF]	ALT-A 2007	38.32%	\$16,469		\$16,469
495	DBALT 2007-3 [1]	Pay Option ARM 2007	94.63%	\$118,392		\$118,392
496	DBALT 2007-3 [2]	Pay Option ARM 2007	94.63%	\$273,873		\$273,873
497	DBALT 2007-AR3 [I]	ALT-A 2007	25.88%	\$124,115	MBIA	\$0
498	DBALT 2007-AR3 [IIA]	ALT-A 2007	25.88%	\$189,132		\$189,132
499	DBALT 2007-AR3 [IIF]	ALT-A 2007	25.88%	\$45,574		\$45,574
500	DBALT 2007-OA2 [Total]	Pay Option ARM 2007	11.92%	\$28,338		\$28,338
501	DBALT 2007-OA3 [1]	Pay Option ARM 2007	32.60%	\$35,069		\$35,069
502	DBALT 2007-OA3 [2]	Pay Option ARM 2007	32.60%	\$81,056		\$81,056
503	DBALT 2007-OA3 [3]	Pay Option ARM 2007	32.60%	\$12,839		\$12,839
504	DBALT 2007-OA3 [4]	Pay Option ARM 2007	32.60%	\$54,210		\$54,210

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	GMACM Claim	Insurer	GMACM Recognized Claim
505	DBALT 2007-OA4 [1]	Pay Option ARM 2007	13.87%	\$113,181		\$113,181
506	DBALT 2007-OA4 [2]	Pay Option ARM 2007	13.87%	\$13,991		\$13,991
507	DBALT 2007-OA4 [3]	Pay Option ARM 2007	13.87%	\$18,371		\$18,371
508	DBALT 2007-OA5 [Total]	Pay Option ARM 2007	97.59%	\$142,719		\$142,719
509	DMSI 2004-1 [ONE]	ALT-A 2004	55.58%	\$2,654		\$2,654
510	DMSI 2004-1 [THREE]	ALT-A 2004	55.58%	\$12,929		\$12,929
511	DMSI 2004-1 [TWO]	ALT-A 2004	55.58%	\$4,830		\$4,830
512	DMSI 2004-2 [Total]	ALT-A 2004	30.30%	\$7,078		\$7,078
513	DMSI 2004-4 [1]	ALT-A 2004	6.46%	\$1,210		\$1,210
514	DMSI 2004-4 [21]	ALT-A 2004	6.46%	\$995		\$995
515	DMSI 2004-4 [22]	ALT-A 2004	6.46%	\$875		\$875
516	DMSI 2004-4 [3]	ALT-A 2004	6.46%	\$585		\$585
517	DMSI 2004-4 [4]	ALT-A 2004	6.46%	\$308		\$308
518	DMSI 2004-4 [5]	ALT-A 2004	6.46%	\$319		\$319
519	DMSI 2004-4 [6]	ALT-A 2004	6.46%	\$146		\$146
520	DMSI 2004-4 [71]	ALT-A 2004	6.46%	\$229		\$229
521	DMSI 2004-4 [72]	ALT-A 2004	6.46%	\$639		\$639
522	DMSI 2004-5 [Total]	ALT-A 2004	38.89%	\$33,125	FGIC	\$33,125
523	FMRMT 2003-A [Total]	2003	50.00%	\$928		\$928
524	FNBA 2004-AR1 [Total]	ALT-A 2004	100.00%	\$34,860		\$34,860
525	FNR 2002-66 [FIVE]	Subprime 2002	4.50%	\$1,297	FNMA/FNMA (Agency Wrap)	\$0
526	FNR 2002-66 [FOUR]	Subprime 2002	4.50%	\$1,832	FNMA/FNMA (Agency Wrap)	\$0
527	FNR 2002-66 [ONE]	Subprime 2002	4.50%	\$7,395	FNMA/FNMA (Agency Wrap)	\$0
528	GMACM 2000-HE2 [1HEL]	Second Lien 2000	100.00%	\$6,104	MBIA	\$0
529	GMACM 2000-HE2 [1HELOC]	Second Lien 2000	100.00%	\$20,376	MBIA	\$0
530	GMACM 2000-HE2 [2HEL]	Second Lien 2000	100.00%	\$342	MBIA	\$0
531	GMACM 2000-HE2 [2HELOC]	Second Lien 2000	100.00%	\$3,470	MBIA	\$0
532	GMACM 2000-HE4 [1HEL]	Second Lien 2000	100.00%	\$3,647	MBIA	\$0
533	GMACM 2000-HE4 [1HELOC]	Second Lien 2000	100.00%	\$9,398	MBIA	\$0
534	GMACM 2000-HE4 [2HEL]	Second Lien 2000	100.00%	\$326	MBIA	\$0
535	GMACM 2000-HE4 [2HELOC]	Second Lien 2000	100.00%	\$2,510	MBIA	\$0
536	GMACM 2002-HE3 [Total]	Second Lien 2002	100.00%	\$25,825	MBIA	\$0
537	GMACM 2003-AR1 [1]	Prime 2003	100.00%	\$7,513		\$7,513
538	GMACM 2003-AR1 [2]	Prime 2003	100.00%	\$2,448		\$2,448
539	GMACM 2003-AR2 [1]	Prime 2003	100.00%	\$1,233		\$1,233
540	GMACM 2003-AR2 [2]	Prime 2003	100.00%	\$3,276		\$3,276
541	GMACM 2003-AR2 [3]	Prime 2003	100.00%	\$2,824		\$2,824
542	GMACM 2003-AR2 [4]	Prime 2003	100.00%	\$2,964		\$2,964
543	GMACM 2003-GH1 [1]	Subprime 2003	100.00%	\$26,477	MBIA - Insurer Exception	\$26,477
544	GMACM 2003-GH1 [2]	Subprime 2003	100.00%	\$4,300	MBIA - Insurer Exception	\$4,300
545	GMACM 2003-GH1 [3]	Subprime 2003	100.00%	\$2,647	MBIA - Insurer Exception	\$2,647
546	GMACM 2003-GH2 [1A]	Subprime 2003	100.00%	\$4,618		\$4,618
547	GMACM 2003-GH2 [1F]	Subprime 2003	100.00%	\$25,122		\$25,122
548	GMACM 2003-GH2 [2A]	Subprime 2003	100.00%	\$2,166		\$2,166
549	GMACM 2003-GH2 [2F]	Subprime 2003	100.00%	\$7,995		\$7,995
550	GMACM 2003-J10 [Total]	Prime 2003	100.00%	\$2,797		\$2,797
551	GMACM 2003-J5 [Total]	Prime 2003	100.00%	\$1,968		\$1,968
552	GMACM 2003-J6 [Total]	Prime 2003	100.00%	\$6,092		\$6,092

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	GMACM Claim	Insurer	GMACM Recognized Claim
553	GMACM 2003-J7 [Total]	Prime 2003	100.00%	\$6,901		\$6,901
554	GMACM 2003-J8 [Total]	Prime 2003	100.00%	\$8,902		\$8,902
555	GMACM 2003-J9 [Total]	Prime 2003	100.00%	\$11,469		\$11,469
556	GMACM 2004-AR1 [I1]	Prime 2004	100.00%	\$2,304		\$2,304
557	GMACM 2004-AR1 [I2]	Prime 2004	100.00%	\$10,597		\$10,597
558	GMACM 2004-AR1 [I3]	Prime 2004	100.00%	\$1,696		\$1,696
559	GMACM 2004-AR1 [I4]	Prime 2004	100.00%	\$4,369		\$4,369
560	GMACM 2004-AR1 [II1]	Prime 2004	100.00%	\$585		\$585
561	GMACM 2004-AR1 [II2]	Prime 2004	100.00%	\$2,719		\$2,719
562	GMACM 2004-AR1 [II3]	Prime 2004	100.00%	\$443		\$443
563	GMACM 2004-AR1 [II4]	Prime 2004	100.00%	\$1,152		\$1,152
564	GMACM 2004-AR2 [1]	Prime 2004	100.00%	\$2,032		\$2,032
565	GMACM 2004-AR2 [2]	Prime 2004	100.00%	\$5,591		\$5,591
566	GMACM 2004-AR2 [3]	Prime 2004	100.00%	\$9,104		\$9,104
567	GMACM 2004-AR2 [4]	Prime 2004	100.00%	\$2,886		\$2,886
568	GMACM 2004-AR2 [5]	Prime 2004	100.00%	\$2,767		\$2,767
569	GMACM 2004-GH1 [Total]	Subprime 2004	100.00%	\$44,352		\$44,352
570	GMACM 2004-HE2 [Total]	CES 2004	100.00%	\$2,764	OLD REPUBLIC INSURANCE COMPANY (Pool Policy)	\$2,764
571	GMACM 2004-J1 [Total]	Prime 2004	100.00%	\$11,919	MBIA - Insurer Exception	\$11,919
572	GMACM 2004-J2 [Total]	Prime 2004	100.00%	\$15,485	MBIA - Insurer Exception	\$15,485
573	GMACM 2004-J3 [Total]	Prime 2004	100.00%	\$7,021		\$7,021
574	GMACM 2004-J4 [Total]	Prime 2004	100.00%	\$17,413		\$17,413
575	GMACM 2004-J5 [Total]	Prime 2004	100.00%	\$12,857		\$12,857
576	GMACM 2004-J6 [1]	Prime 2004	100.00%	\$1,577		\$1,577
577	GMACM 2004-J6 [2]	Prime 2004	100.00%	\$2,569		\$2,569
578	GMACM 2005-AA1 [1]	ALT-A 2005	100.00%	\$26,002		\$26,002
579	GMACM 2005-AA1 [2]	ALT-A 2005	100.00%	\$13,734		\$13,734
580	GMACM 2005-AF1 [Total]	ALT-A 2005	100.00%	\$31,157		\$31,157
581	GMACM 2005-AF2 [Total]	ALT-A 2005	100.00%	\$100,100		\$100,100
582	GMACM 2005-AR1 [1]	Prime 2005	100.00%	\$3,004		\$3,004
583	GMACM 2005-AR1 [2]	Prime 2005	100.00%	\$5,174		\$5,174
584	GMACM 2005-AR1 [3]	Prime 2005	100.00%	\$9,860		\$9,860
585	GMACM 2005-AR1 [4]	Prime 2005	100.00%	\$1,359		\$1,359
586	GMACM 2005-AR1 [5]	Prime 2005	100.00%	\$4,776		\$4,776
587	GMACM 2005-AR2 [1]	Prime 2005	100.00%	\$3,254		\$3,254
588	GMACM 2005-AR2 [2]	Prime 2005	100.00%	\$23,195		\$23,195
589	GMACM 2005-AR2 [3]	Prime 2005	100.00%	\$3,191		\$3,191
590	GMACM 2005-AR2 [4]	Prime 2005	100.00%	\$6,859		\$6,859
591	GMACM 2005-AR3 [1]	Prime 2005	100.00%	\$2,758		\$2,758
592	GMACM 2005-AR3 [2]	Prime 2005	100.00%	\$8,316		\$8,316
593	GMACM 2005-AR3 [3]	Prime 2005	100.00%	\$15,545		\$15,545
594	GMACM 2005-AR3 [4]	Prime 2005	100.00%	\$7,496		\$7,496
595	GMACM 2005-AR3 [5]	Prime 2005	100.00%	\$9,139		\$9,139
596	GMACM 2005-AR4 [1]	Prime 2005	100.00%	\$1,267		\$1,267
597	GMACM 2005-AR4 [2]	Prime 2005	100.00%	\$3,942		\$3,942
598	GMACM 2005-AR4 [3]	Prime 2005	100.00%	\$10,136		\$10,136
599	GMACM 2005-AR4 [4]	Prime 2005	100.00%	\$3,711		\$3,711
600	GMACM 2005-AR4 [5]	Prime 2005	100.00%	\$5,628		\$5,628
601	GMACM 2005-AR5 [1]	Prime 2005	100.00%	\$2,675		\$2,675
602	GMACM 2005-AR5 [2]	Prime 2005	100.00%	\$6,308		\$6,308
603	GMACM 2005-AR5 [3]	Prime 2005	100.00%	\$16,109		\$16,109

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	GMACM Claim	Insurer	GMACM Recognized Claim
604	GMACM 2005-AR5 [4]	Prime 2005	100.00%	\$7,960		\$7,960
605	GMACM 2005-AR5 [5]	Prime 2005	100.00%	\$13,320		\$13,320
606	GMACM 2005-AR6 [1]	Prime 2005	100.00%	\$5,098		\$5,098
607	GMACM 2005-AR6 [2]	Prime 2005	100.00%	\$21,177		\$21,177
608	GMACM 2005-AR6 [3]	Prime 2005	100.00%	\$11,213		\$11,213
609	GMACM 2005-AR6 [4]	Prime 2005	100.00%	\$19,635		\$19,635
610	GMACM 2005-J1 [Total]	Prime 2005	100.00%	\$28,192		\$28,192
611	GMACM 2006-AR1 [1]	Prime 2006	100.00%	\$28,664		\$28,664
612	GMACM 2006-AR1 [2]	Prime 2006	100.00%	\$15,248		\$15,248
613	GMACM 2006-AR1 [3]	Prime 2006	100.00%	\$14,500		\$14,500
614	GMACM 2006-AR2 [1]	Prime 2006	100.00%	\$2,398		\$2,398
615	GMACM 2006-AR2 [2]	Prime 2006	100.00%	\$21,946		\$21,946
616	GMACM 2006-AR2 [3]	Prime 2006	100.00%	\$7,369		\$7,369
617	GMACM 2006-AR2 [4]	Prime 2006	100.00%	\$6,078		\$6,078
618	GMACM 2006-AR2 [5]	Prime 2006	100.00%	\$10,453		\$10,453
619	GMACM 2006-HE3 [Total]	CES 2006	100.00%	\$16,360	FGIC	\$16,360
620	GMACM 2006-HE5 [1]	CES 2006	100.00%	\$9,278	FGIC	\$9,278
621	GMACM 2006-HE5 [2]	CES 2006	100.00%	\$6,183	FGIC	\$6,183
622	GMACM 2006-HLTV1 [Total]	Second Lien 2006	100.00%	\$4,133	FGIC	\$4,133
623	GMACM 2006-J1 [Total]	Prime 2006	100.00%	\$38,475		\$38,475
624	GMACM 2007-HE2 [Total]	CES 2007	100.00%	\$11,636	FGIC	\$11,636
625	GMACM 2007-HE3 [1]	CES 2007	100.00%	\$1,290		\$1,290
626	GMACM 2007-HE3 [2]	CES 2007	100.00%	\$1,620		\$1,620
627	GPMF 2005-HE4 [1]	Second Lien 2005	100.00%	\$13,827		\$13,827
628	GPMF 2005-HE4 [2]	Second Lien 2005	100.00%	\$27,931		\$27,931
629	GPMF 2006-AR4 [P0]	ALT-A 2006	1.23%	\$1,353		\$1,353
630	GPMF 2006-AR4 [P1]	ALT-A 2006	1.23%	\$1,594		\$1,594
631	GPMF 2006-AR4 [P2LT3]	ALT-A 2006	1.23%	\$21		\$21
632	GPMF 2006-AR4 [P3GT]	ALT-A 2006	1.23%	\$2,640		\$2,640
633	GPMF 2006-AR5 [1_A1]	ALT-A 2006	0.13%	\$157		\$157
634	GPMF 2006-AR5 [1_A2]	ALT-A 2006	0.13%	\$236		\$236
635	GPMF 2006-AR5 [1_A3]	ALT-A 2006	0.13%	\$2		\$2
636	GPMF 2006-AR5 [1_A4]	ALT-A 2006	0.13%	\$205		\$205
637	GPMF 2006-AR5 [2_A1]	ALT-A 2006	0.13%	\$7		\$7
638	GPMF 2006-AR5 [2_A4]	ALT-A 2006	0.13%	\$126		\$126
639	GPMF 2006-AR6 [1_NOPP]	ALT-A 2006	0.02%	\$22		\$22
640	GPMF 2006-AR6 [1_PP1YR]	ALT-A 2006	0.02%	\$28		\$28
641	GPMF 2006-AR6 [1_PP2YR]	ALT-A 2006	0.02%	\$0		\$0
642	GPMF 2006-AR6 [1_PP3YR]	ALT-A 2006	0.02%	\$25		\$25
643	GPMF 2006-AR6 [2_NOPP]	ALT-A 2006	0.02%	\$1		\$1
644	GPMF 2006-AR6 [2_PP1YR]	ALT-A 2006	0.02%	\$0		\$0
645	GPMF 2006-AR6 [2_PP3YR]	ALT-A 2006	0.02%	\$19		\$19
646	GPMF 2006-AR7 [1_NOPP]	ALT-A 2006	1.49%	\$1,277	FSA	\$0
647	GPMF 2006-AR7 [1_PP1YR]	ALT-A 2006	1.49%	\$1,873	FSA	\$0
648	GPMF 2006-AR7 [1_PP2YR]	ALT-A 2006	1.49%	\$15	FSA	\$0
649	GPMF 2006-AR7 [1_PP3YR]	ALT-A 2006	1.49%	\$1,880	FSA	\$0
650	GPMF 2006-AR7 [2_PP1YR]	ALT-A 2006	1.49%	\$49		\$49
651	GPMF 2006-AR7 [2_PP3YR]	ALT-A 2006	1.49%	\$1,150		\$1,150
652	GPMF 2006-AR8 [1_NOPP]	ALT-A 2006	0.79%	\$361		\$361
653	GPMF 2006-AR8 [1_PP1YR]	ALT-A 2006	0.79%	\$763		\$763
654	GPMF 2006-AR8 [1_PP2YR]	ALT-A 2006	0.79%	\$10		\$10

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	GMACM Claim	Insurer	GMACM Recognized Claim
655	GPMF 2006-AR8 [1_PP3YR]	ALT-A 2006	0.79%	\$1,100		\$1,100
656	GPMF 2006-AR8 [2_NOPP]	ALT-A 2006	0.79%	\$209		\$209
657	GPMF 2006-AR8 [2_PP3YR]	ALT-A 2006	0.79%	\$202		\$202
658	GPMF 2007-AR2 [1_NOPPP]	Pay Option ARM 2007	27.58%	\$15,052		\$15,052
659	GPMF 2007-AR2 [1_PP1YR]	Pay Option ARM 2007	27.58%	\$20,921		\$20,921
660	GPMF 2007-AR2 [1_PP2YR]	Pay Option ARM 2007	27.58%	\$1,224		\$1,224
661	GPMF 2007-AR2 [1_PP3YR]	Pay Option ARM 2007	27.58%	\$31,918		\$31,918
662	GPMF 2007-AR2 [2_NOPPP]	Pay Option ARM 2007	27.58%	\$20,313		\$20,313
663	GPMF 2007-AR2 [2_PP1YR]	Pay Option ARM 2007	27.58%	\$29,772		\$29,772
664	GPMF 2007-AR2 [2_PP2YR]	Pay Option ARM 2007	27.58%	\$1,667		\$1,667
665	GPMF 2007-AR2 [2_PP3YR]	Pay Option ARM 2007	27.58%	\$31,461		\$31,461
666	GRCAP 1991-4 [Total]	Prime 1999	4.50%	\$12		\$12
667	GSA 2005-9 [1]	ALT-A 2005	19.48%	\$5,101		\$5,101
668	GSA 2005-9 [2]	ALT-A 2005	19.48%	\$25,616		\$25,616
669	GSAMP 2004-SD1 [Total]	Subprime 2004	0.75%	\$482		\$482
670	GSAMP 2004-SEA1 [Total]	Subprime 2004	49.85%	\$18,529		\$18,529
671	GSMPS 2003-2 [G1]	Subprime 2003	2.87%	\$1,415	FHLMC	\$0
672	GSMPS 2003-2 [G2]	Subprime 2003	2.87%	\$887	FHLMC	\$0
673	GSMPS 2003-2 [G3]	Subprime 2003	2.87%	\$802	FHLMC	\$0
674	GSMPS 2003-2 [TWO]	Subprime 2003	2.87%	\$271	FHLMC	\$0
675	GSMPS 2003-3 [1]	Subprime 2003	16.16%	\$6,000		\$6,000
676	GSMPS 2003-3 [2]	Subprime 2003	16.16%	\$2,585		\$2,585
677	GSMPS 2004-1 [ARM]	Subprime 2004	0.75%	\$26	FHLMC	\$0
678	GSMPS 2004-1 [C1_CHASE]	Subprime 2004	0.75%	\$166	CHASE (Pool Policy)/FHLMC	\$0
679	GSMPS 2004-1 [C1_NONCHASE]	Subprime 2004	0.75%	\$349	FHLMC	\$0
680	GSMPS 2004-1 [C2_CHASE]	Subprime 2004	0.75%	\$111	CHASE (Pool Policy)/FHLMC	\$0
681	GSMPS 2004-1 [C2_NONCHASE]	Subprime 2004	0.75%	\$122	FHLMC	\$0
682	GSMPS 2004-1 [C3_CHASE]	Subprime 2004	0.75%	\$109	CHASE (Pool Policy)/FHLMC	\$0
683	GSMPS 2004-1 [C3_NONCHASE]	Subprime 2004	0.75%	\$96	FHLMC	\$0
684	GSMPS 2004-3 [G1_CHASE]	Subprime 2004	4.54%	\$510	CHASE (Pool Policy)/FHLMC	\$0
685	GSMPS 2004-3 [G1_NONCHASE]	Subprime 2004	4.54%	\$2,228	FHLMC	\$0
686	GSMPS 2004-3 [G2_CHASE]	Subprime 2004	4.54%	\$429	CHASE (Pool Policy)/FHLMC	\$0
687	GSMPS 2004-3 [G2_NONCHASE]	Subprime 2004	4.54%	\$1,868	FHLMC	\$0
688	GSMPS 2004-3 [G3_CHASE]	Subprime 2004	4.54%	\$383	CHASE (Pool Policy)/FHLMC	\$0
689	GSMPS 2004-3 [G3_NONCHASE]	Subprime 2004	4.54%	\$1,158	FHLMC	\$0
690	GSMPS 2004-3 [G4_CHASE]	Subprime 2004	4.54%	\$183	CHASE (Pool Policy)/FHLMC	\$0
691	GSMPS 2004-3 [G4_NONCHASE]	Subprime 2004	4.54%	\$1,579	FHLMC	\$0
692	GSMPS 2004-3 [POOL2]	Subprime 2004	4.54%	\$777	FHLMC	\$0
693	GSMPS 2004-4 [ONEA]	Subprime 2004	11.21%	\$27,426		\$27,426
694	GSMPS 2004-4 [ONEB]	Subprime 2004	11.21%	\$5,023		\$5,023
695	GSMPS 2004-4 [TWO]	Subprime 2004	11.21%	\$3,620		\$3,620
696	GSMPS 2005-LT1 [A]	Subprime 2005	3.44%	\$909		\$909
697	GSMPS 2005-LT1 [F]	Subprime 2005	3.44%	\$10,402		\$10,402
698	GSMPS 2005-RP1 [ONEA]	Subprime 2005	1.35%	\$2,756		\$2,756
699	GSMPS 2005-RP1 [ONEB]	Subprime 2005	1.35%	\$287		\$287
700	GSMPS 2005-RP1 [TWO]	Subprime 2005	1.35%	\$373		\$373

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	GMACM Claim	Insurer	GMACM Recognized Claim
701	GSMPS 2005-RP2 [ONEA]	Subprime 2005	2.36%	\$5,841		\$5,841
702	GSMPS 2005-RP2 [ONEB]	Subprime 2005	2.36%	\$556		\$556
703	GSMPS 2005-RP2 [TWO]	Subprime 2005	2.36%	\$444		\$444
704	GSMPS 2005-RP3 [ONEA]	Subprime 2005	2.23%	\$5,875		\$5,875
705	GSMPS 2005-RP3 [ONEB]	Subprime 2005	2.23%	\$698		\$698
706	GSMPS 2005-RP3 [TWO]	Subprime 2005	2.23%	\$789		\$789
707	GSMPS 2006-RP1 [I_1]	Subprime 2006	5.92%	\$18,101		\$18,101
708	GSMPS 2006-RP1 [I_234]	Subprime 2006	5.92%	\$1,679		\$1,679
709	GSMPS 2006-RP1 [III]	Subprime 2006	5.92%	\$1,593		\$1,593
710	GSMPS 2006-RP2 [1]	Subprime 2006	3.55%	\$4,809		\$4,809
711	GSMPS 2006-RP2 [2]	Subprime 2006	3.55%	\$260		\$260
712	GSR 2003-2F [1]	Prime 2003	32.89%	\$215		\$215
713	GSR 2003-2F [2]	Prime 2003	32.89%	\$94		\$94
714	GSR 2003-2F [3]	Prime 2003	32.89%	\$234		\$234
715	GSR 2004-10F [1]	Prime 2004	17.47%	\$1,141		\$1,141
716	GSR 2004-10F [2]	Prime 2004	17.47%	\$1,155		\$1,155
717	GSR 2005-5F [1]	Prime 2005	4.61%	\$1,585		\$1,585
718	GSR 2005-5F [2]	Prime 2005	4.61%	\$91		\$91
719	GSR 2005-6F [1]	Prime 2005	2.68%	\$913		\$913
720	GSR 2005-6F [2]	Prime 2005	2.68%	\$34		\$34
721	GSR 2005-7F [1]	Prime 2005	5.84%	\$60		\$60
722	GSR 2005-7F [2]	Prime 2005	5.84%	\$383		\$383
723	GSR 2005-7F [3]	Prime 2005	5.84%	\$200		\$200
724	GSR 2005-8F [1]	Prime 2005	11.75%	\$5,270		\$5,270
725	GSR 2005-8F [2]	Prime 2005	11.75%	\$1,274		\$1,274
726	GSR 2005-8F [3]	Prime 2005	11.75%	\$1,669		\$1,669
727	GSR 2005-9F [1]	Prime 2005	0.29%	\$158		\$158
728	GSR 2005-9F [2]	Prime 2005	0.29%	\$32		\$32
729	GSR 2005-9F [3]	Prime 2005	0.29%	\$6		\$6
730	GSR 2005-AR3 [1]	Prime 2005	7.89%	\$887		\$887
731	GSR 2005-AR3 [2]	Prime 2005	7.89%	\$1,129		\$1,129
732	GSR 2005-AR3 [3]	Prime 2005	7.89%	\$1,346		\$1,346
733	GSR 2005-AR3 [4]	Prime 2005	7.89%	\$1,862		\$1,862
734	GSR 2005-AR3 [5]	Prime 2005	7.89%	\$1,248		\$1,248
735	GSR 2005-AR3 [6]	Prime 2005	7.89%	\$2,485		\$2,485
736	GSR 2005-AR3 [7]	Prime 2005	7.89%	\$228		\$228
737	GSR 2005-AR3 [8]	Prime 2005	7.89%	\$478		\$478
738	GSR 2006-2F [1]	Prime 2006	1.20%	\$937		\$937
739	GSR 2006-2F [2]	Prime 2006	1.20%	\$117		\$117
740	GSR 2006-3F [1]	Prime 2006	1.45%	\$571		\$571
741	GSR 2006-3F [2]	Prime 2006	1.45%	\$264		\$264
742	GSR 2006-4F [1]	Prime 2006	18.88%	\$9,339		\$9,339
743	GSR 2006-4F [2]	Prime 2006	18.88%	\$3,658		\$3,658
744	GSR 2006-4F [3]	Prime 2006	18.88%	\$2,908		\$2,908
745	GSR 2006-AR1 [1]	Prime 2006	15.22%	\$2,877		\$2,877
746	GSR 2006-AR1 [2]	Prime 2006	15.22%	\$21,882		\$21,882
747	GSR 2006-AR1 [3]	Prime 2006	15.22%	\$2,059		\$2,059
748	GSR 2006-AR2 [1]	Prime 2006	15.01%	\$1,084		\$1,084
749	GSR 2006-AR2 [2]	Prime 2006	15.01%	\$2,665		\$2,665
750	GSR 2006-AR2 [3]	Prime 2006	15.01%	\$4,764		\$4,764
751	GSR 2006-AR2 [4]	Prime 2006	15.01%	\$4,082		\$4,082

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	GMACM Claim	Insurer	GMACM Recognized Claim
752	GSR 2006-AR2 [5]	Prime 2006	15.01%	\$6,145		\$6,145
753	GSR 2007-4F [1]	Prime 2007	2.73%	\$1,913		\$1,913
754	GSR 2007-4F [2]	Prime 2007	2.73%	\$222		\$222
755	GSRPM 2002-1A [Total]	Subprime 2002	4.50%	\$4,413	Ambac	\$4,413
756	GSRPM 2003-2 [Total]	Subprime 2003	77.00%	\$28,225		\$28,225
757	GSRPM 2004-1 [1A]	Subprime 2004	4.50%	\$594		\$594
758	GSRPM 2004-1 [1F]	Subprime 2004	4.50%	\$1,733		\$1,733
759	GSRPM 2004-1 [2]	Subprime 2004	4.50%	\$96		\$96
760	HVMLT 2003-1 [Total]	ALT-A 2003	95.95%	\$4,320		\$4,320
761	HVMLT 2004-10 [1]	ALT-A 2004	22.07%	\$2,546		\$2,546
762	HVMLT 2004-10 [2]	ALT-A 2004	22.07%	\$1,850		\$1,850
763	HVMLT 2004-10 [3]	ALT-A 2004	22.07%	\$4,490		\$4,490
764	HVMLT 2004-10 [4]	ALT-A 2004	22.07%	\$2,794		\$2,794
765	HVMLT 2004-4 [1]	ALT-A 2004	51.59%	\$802		\$802
766	HVMLT 2004-4 [2]	ALT-A 2004	51.59%	\$3,849		\$3,849
767	HVMLT 2004-4 [3]	ALT-A 2004	51.59%	\$4,364		\$4,364
768	HVMLT 2004-5 [1]	ALT-A 2004	40.64%	\$3,905		\$3,905
769	HVMLT 2004-5 [2]	ALT-A 2004	40.64%	\$8,086		\$8,086
770	HVMLT 2004-5 [3]	ALT-A 2004	40.64%	\$1,789		\$1,789
771	HVMLT 2004-6 [1]	ALT-A 2004	50.68%	\$762		\$762
772	HVMLT 2004-6 [2]	ALT-A 2004	50.68%	\$2,224		\$2,224
773	HVMLT 2004-6 [3]	ALT-A 2004	50.68%	\$6,445		\$6,445
774	HVMLT 2004-6 [4]	ALT-A 2004	50.68%	\$5,068		\$5,068
775	HVMLT 2004-6 [5]	ALT-A 2004	50.68%	\$2,060		\$2,060
776	HVMLT 2004-7 [1]	ALT-A 2004	22.34%	\$803		\$803
777	HVMLT 2004-7 [2]	ALT-A 2004	22.34%	\$5,862		\$5,862
778	HVMLT 2004-7 [3]	ALT-A 2004	22.34%	\$2,426		\$2,426
779	HVMLT 2004-7 [4]	ALT-A 2004	22.34%	\$1,902		\$1,902
780	HVMLT 2004-8 [1]	Pay Option ARM 2004	10.69%	\$4,112		\$4,112
781	HVMLT 2004-8 [2]	Pay Option ARM 2004	10.69%	\$6,508		\$6,508
782	HVMLT 2004-8 [3]	Pay Option ARM 2004	10.69%	\$1,525		\$1,525
783	HVMLT 2005-11 [1]	Pay Option ARM 2005	100.00%	\$38,842	XL	\$0
784	HVMLT 2005-11 [2]	Pay Option ARM 2005	100.00%	\$80,960	XL	\$0
785	HVMLT 2005-15 [1]	Pay Option ARM 2005	90.86%	\$44,343	XL	\$0
786	HVMLT 2005-15 [2]	Pay Option ARM 2005	90.86%	\$111,227		\$111,227
787	HVMLT 2005-15 [3]	Pay Option ARM 2005	90.86%	\$59,111		\$59,111
788	HVMLT 2005-4 [1]	ALT-A 2005	0.43%	\$33		\$33
789	HVMLT 2005-4 [2]	ALT-A 2005	0.43%	\$35		\$35
790	HVMLT 2005-4 [3]	ALT-A 2005	0.43%	\$149		\$149
791	HVMLT 2005-4 [4]	ALT-A 2005	0.43%	\$46		\$46
792	HVMLT 2005-4 [5]	ALT-A 2005	0.43%	\$13		\$13
793	HVMLT 2005-6 [Total]	ALT-A 2005	19.08%	\$4,090		\$4,090
794	HVMLT 2005-7 [1]	Pay Option ARM 2005	5.87%	\$4,090		\$4,090
795	HVMLT 2005-7 [2]	Pay Option ARM 2005	5.87%	\$7,183		\$7,183
796	HVMLT 2006-10 [1]	Pay Option ARM 2006	100.00%	\$282,913	FSA	\$0
797	HVMLT 2006-10 [2]	Pay Option ARM 2006	100.00%	\$495,647	FSA	\$0
798	HVMLT 2006-13 [Total]	ALT-A 2006	2.18%	\$1,002		\$1,002
799	HVMLT 2006-14 [1]	Pay Option ARM 2006	23.22%	\$73,479		\$73,479
800	HVMLT 2006-14 [2]	Pay Option ARM 2006	23.22%	\$217,638	Ambac	\$217,638
801	HVMLT 2006-8 [1]	Pay Option ARM 2006	2.10%	\$3,898		\$3,898
802	HVMLT 2006-8 [2]	Pay Option ARM 2006	2.10%	\$7,618		\$7,618

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	GMACM Claim	Insurer	GMACM Recognized Claim
803	HVMLT 2006-SB1 [Total]	Pay Option ARM 2006	100.00%	\$118,796		\$118,796
804	HVMLT 2007-3 [1]	Pay Option ARM 2007	100.00%	\$178,553		\$178,553
805	HVMLT 2007-3 [2]	Pay Option ARM 2007	100.00%	\$290,053		\$290,053
806	HVMLT 2007-4 [1]	Pay Option ARM 2007	89.07%	\$94,977		\$94,977
807	HVMLT 2007-4 [2]	Pay Option ARM 2007	89.07%	\$255,715		\$255,715
808	HVMLT 2007-6 [1]	Pay Option ARM 2007	85.17%	\$94,711		\$94,711
809	HVMLT 2007-6 [2]	Pay Option ARM 2007	85.17%	\$171,339		\$171,339
810	HVMLT 2007-7 [1]	Pay Option ARM 2007	25.54%	\$57,364		\$57,364
811	HVMLT 2007-7 [2]	Pay Option ARM 2007	25.54%	\$98,534		\$98,534
812	HVMLT 2007-A [Total]	CES 2007	5.00%	\$801		\$801
813	IMM 2002-9F [Total]	ALT-A 2002	50.00%	\$3,068		\$3,068
814	IMM 2003-2F [Total]	ALT-A 2003	50.00%	\$3,030		\$3,030
815	IMM 2004-10 [1A]	ALT-A 2004	46.05%	\$57,540	FGIC	\$57,540
816	IMM 2004-10 [1F]	ALT-A 2004	46.05%	\$5,185	FGIC	\$5,185
817	IMM 2004-10 [2A]	ALT-A 2004	46.05%	\$37,269	FGIC	\$37,269
818	IMM 2004-10 [2F]	ALT-A 2004	46.05%	\$3,500	FGIC	\$3,500
819	IMM 2004-10 [2S]	ALT-A 2004	46.05%	\$1,255	FGIC	\$1,255
820	IMM 2004-10 [3A]	ALT-A 2004	46.05%	\$15,003		\$15,003
821	IMM 2004-10 [3F]	ALT-A 2004	46.05%	\$723		\$723
822	IMM 2004-10 [4A]	ALT-A 2004	46.05%	\$10,344		\$10,344
823	IMM 2004-11 [1A]	ALT-A 2004	19.04%	\$23,557	FGIC	\$23,557
824	IMM 2004-11 [1F]	ALT-A 2004	19.04%	\$3,111	FGIC	\$3,111
825	IMM 2004-11 [2A]	ALT-A 2004	19.04%	\$18,259		\$18,259
826	IMM 2004-11 [2F]	ALT-A 2004	19.04%	\$1,008		\$1,008
827	IMM 2004-11 [2S]	ALT-A 2004	19.04%	\$670		\$670
828	IMM 2004-4 [1]	ALT-A 2004	8.04%	\$4,995		\$4,995
829	IMM 2004-4 [2]	ALT-A 2004	8.04%	\$957		\$957
830	IMM 2004-5 [1_1ST_ARM]	ALT-A 2004	2.63%	\$1,592		\$1,592
831	IMM 2004-5 [1_1ST_FIX]	ALT-A 2004	2.63%	\$99		\$99
832	IMM 2004-5 [1_2ND]	ALT-A 2004	2.63%	\$59		\$59
833	IMM 2004-5 [2]	ALT-A 2004	2.63%	\$132		\$132
834	IMM 2004-7 [1]	ALT-A 2004	50.00%	\$55,671		\$55,671
835	IMM 2004-7 [2]	ALT-A 2004	50.00%	\$36,960	AMBAC	\$36,960
836	IMM 2004-8 [1]	ALT-A 2004	46.81%	\$25,125	FGIC	\$25,125
837	IMM 2004-8 [2]	ALT-A 2004	46.81%	\$34,226	FGIC	\$34,226
838	IMM 2004-8 [3]	ALT-A 2004	46.81%	\$4,049		\$4,049
839	IMM 2004-9 [1A]	ALT-A 2004	9.00%	\$452		\$452
840	IMM 2004-9 [1F]	ALT-A 2004	9.00%	\$48		\$48
841	IMM 2004-9 [1S]	ALT-A 2004	9.00%	\$3		\$3
842	IMM 2004-9 [2A]	ALT-A 2004	9.00%	\$426	AMBAC	\$426
843	IMM 2004-9 [2F]	ALT-A 2004	9.00%	\$23	AMBAC	\$23
844	IMM 2004-9 [2S]	ALT-A 2004	9.00%	\$25	AMBAC	\$25
845	IMM 2005-1 [1A]	ALT-A 2005	48.73%	\$42,144		\$42,144
846	IMM 2005-1 [1F]	ALT-A 2005	48.73%	\$1,168		\$1,168
847	IMM 2005-1 [2A]	ALT-A 2005	48.73%	\$37,825		\$37,825
848	IMM 2005-1 [2F]	ALT-A 2005	48.73%	\$913		\$913
849	IMM 2005-2 [1A]	ALT-A 2005	90.84%	\$146,147		\$146,147
850	IMM 2005-2 [1F]	ALT-A 2005	90.84%	\$17,648		\$17,648
851	IMM 2005-2 [2]	ALT-A 2005	90.84%	\$16,513		\$16,513
852	IMM 2005-4 [1]	ALT-A 2005	46.24%	\$129,156		\$129,156
853	IMM 2005-4 [2]	ALT-A 2005	46.24%	\$8,899		\$8,899

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	GMACM Claim	Insurer	GMACM Recognized Claim
854	IMM 2005-8 [1]	ALT-A 2005	36.07%	\$52,574		\$52,574
855	IMM 2005-8 [2]	ALT-A 2005	36.07%	\$19,499		\$19,499
856	IMM 2007-A [Total]	ALT-A 2007	33.77%	\$42,866	Assured Guaranty	\$0
857	IMSA 2002-2 [Total]	ALT-A 2002	50.00%	\$4,590		\$4,590
858	IMSA 2002-3 [Total]	ALT-A 2002	100.00%	\$3,434		\$3,434
859	IMSA 2003-1 [Total]	ALT-A 2003	50.00%	\$3,872		\$3,872
860	IMSA 2003-3 [Total]	ALT-A 2003	50.00%	\$8,633		\$8,633
861	IMSA 2004-1 [Total]	ALT-A 2004	50.00%	\$8,811		\$8,811
862	IMSA 2004-2 [Total]	ALT-A 2004	50.00%	\$13,746		\$13,746
863	IMSA 2004-4 [1]	ALT-A 2004	100.00%	\$69,852		\$69,852
864	IMSA 2004-4 [2]	ALT-A 2004	100.00%	\$77,199		\$77,199
865	IMSA 2006-1 [1A1]	ALT-A 2006	32.62%	\$17,477		\$17,477
866	IMSA 2006-1 [1A2_ARM]	ALT-A 2006	32.62%	\$42,215		\$42,215
867	IMSA 2006-1 [1A2_FIX]	ALT-A 2006	32.62%	\$22,733		\$22,733
868	IMSA 2006-1 [2_170]	ALT-A 2006	32.62%	\$12,778		\$12,778
869	IMSA 2006-1 [2_REG]	ALT-A 2006	32.62%	\$19,770		\$19,770
870	IMSA 2006-2 [11A2]	ALT-A 2006	34.93%	\$12,547		\$12,547
871	IMSA 2006-2 [11A3]	ALT-A 2006	34.93%	\$17,675		\$17,675
872	IMSA 2006-2 [11A5]	ALT-A 2006	34.93%	\$47,637		\$47,637
873	IMSA 2006-2 [11FIX]	ALT-A 2006	34.93%	\$1,511		\$1,511
874	IMSA 2006-2 [22REG]	ALT-A 2006	34.93%	\$23,379		\$23,379
875	IMSA 2006-2 [22SPEC]	ALT-A 2006	34.93%	\$10,440		\$10,440
876	IMSA 2006-4 [A1]	ALT-A 2006	5.00%	\$501		\$501
877	IMSA 2006-4 [A2]	ALT-A 2006	5.00%	\$642		\$642
878	IMSA 2006-4 [A3]	ALT-A 2006	5.00%	\$19,660		\$19,660
879	IMSA 2006-4 [F]	ALT-A 2006	5.00%	\$11,682		\$11,682
880	IMSA 2006-5 [1A2]	ALT-A 2006	7.44%	\$765	Ambac	\$765
881	IMSA 2006-5 [1A3]	ALT-A 2006	7.44%	\$506	Ambac	\$506
882	IMSA 2006-5 [1A5]	ALT-A 2006	7.44%	\$13,873	Ambac	\$13,873
883	IMSA 2006-5 [1F]	ALT-A 2006	7.44%	\$15,716	Ambac	\$15,716
884	IMSA 2006-5 [2A]	ALT-A 2006	7.44%	\$8,322	Ambac	\$8,322
885	IMSA 2006-5 [2CB]	ALT-A 2006	7.44%	\$1,381	Ambac	\$1,381
886	LMT 2006-7 [1]	ALT-A 2006	0.43%	\$254		\$254
887	LMT 2006-7 [2]	ALT-A 2006	0.43%	\$486		\$486
888	LMT 2006-7 [3]	ALT-A 2006	0.43%	\$301		\$301
889	LMT 2006-7 [4]	ALT-A 2006	0.43%	\$83		\$83
890	LUM 2006-4 [Total]	Pay Option ARM 2006	81.76%	\$130,531		\$130,531
891	LUM 2006-5 [Total]	Pay Option ARM 2006	4.38%	\$9,922		\$9,922
892	LXS 2006-10N [1_A1]	ALT-A 2006	0.46%	\$90		\$90
893	LXS 2006-10N [1_A2]	ALT-A 2006	0.46%	\$95		\$95
894	LXS 2006-10N [1_A3]	ALT-A 2006	0.46%	\$49		\$49
895	LXS 2006-10N [1_A4]	ALT-A 2006	0.46%	\$1,542		\$1,542
896	LXS 2006-10N [1_F]	ALT-A 2006	0.46%	\$451		\$451
897	LXS 2006-10N [2_A1]	ALT-A 2006	0.46%	\$484		\$484
898	LXS 2006-10N [2_A2]	ALT-A 2006	0.46%	\$50		\$50
899	LXS 2006-10N [2_A4]	ALT-A 2006	0.46%	\$2		\$2
900	LXS 2006-12N [1_A1]	ALT-A 2006	0.03%	\$7		\$7
901	LXS 2006-12N [1_A2]	ALT-A 2006	0.03%	\$60		\$60
902	LXS 2006-12N [1_A3]	ALT-A 2006	0.03%	\$4		\$4
903	LXS 2006-12N [1_A4]	ALT-A 2006	0.03%	\$82		\$82
904	LXS 2006-12N [1_F]	ALT-A 2006	0.03%	\$34		\$34

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	GMACM Claim	Insurer	GMACM Recognized Claim
905	LXS 2006-12N [2_A1]	ALT-A 2006	0.03%	\$5		\$5
906	LXS 2006-12N [2_A2]	ALT-A 2006	0.03%	\$7		\$7
907	LXS 2006-12N [2_A3]	ALT-A 2006	0.03%	\$2		\$2
908	LXS 2006-12N [2_A4]	ALT-A 2006	0.03%	\$58		\$58
909	LXS 2006-GP1 [1]	ALT-A 2006	50.00%	\$37,662		\$37,662
910	LXS 2006-GP1 [2]	ALT-A 2006	50.00%	\$40,493		\$40,493
911	LXS 2006-GP1 [3]	ALT-A 2006	50.00%	\$83,833		\$83,833
912	LXS 2006-GP2 [1_1]	ALT-A 2006	50.00%	\$31,995		\$31,995
913	LXS 2006-GP2 [1_2]	ALT-A 2006	50.00%	\$40,471		\$40,471
914	LXS 2006-GP2 [1_3]	ALT-A 2006	50.00%	\$50,886		\$50,886
915	LXS 2006-GP2 [2_1]	ALT-A 2006	50.00%	\$11,618		\$11,618
916	LXS 2006-GP2 [2_2]	ALT-A 2006	50.00%	\$14,848		\$14,848
917	LXS 2006-GP2 [2_3]	ALT-A 2006	50.00%	\$31,808		\$31,808
918	LXS 2006-GP2 [3_1]	ALT-A 2006	50.00%	\$8,625		\$8,625
919	LXS 2006-GP2 [3_2]	ALT-A 2006	50.00%	\$9,601		\$9,601
920	LXS 2006-GP2 [3_3]	ALT-A 2006	50.00%	\$21,190		\$21,190
921	LXS 2006-GP3 [1_1]	ALT-A 2006	50.00%	\$12,385		\$12,385
922	LXS 2006-GP3 [1_2]	ALT-A 2006	50.00%	\$12,839		\$12,839
923	LXS 2006-GP3 [1_3]	ALT-A 2006	50.00%	\$32,315		\$32,315
924	LXS 2006-GP3 [2_1]	ALT-A 2006	50.00%	\$5,911		\$5,911
925	LXS 2006-GP3 [2_2]	ALT-A 2006	50.00%	\$14,213		\$14,213
926	LXS 2006-GP3 [2_3]	ALT-A 2006	50.00%	\$18,255		\$18,255
927	LXS 2006-GP3 [3_1]	ALT-A 2006	50.00%	\$25,386		\$25,386
928	LXS 2006-GP3 [3_2]	ALT-A 2006	50.00%	\$30,702		\$30,702
929	LXS 2006-GP3 [3_3]	ALT-A 2006	50.00%	\$41,661		\$41,661
930	LXS 2006-GP4 [1_1]	ALT-A 2006	0.16%	\$9		\$9
931	LXS 2006-GP4 [1_2]	ALT-A 2006	0.16%	\$41		\$41
932	LXS 2006-GP4 [1_3]	ALT-A 2006	0.16%	\$145		\$145
933	LXS 2006-GP4 [2_1]	ALT-A 2006	0.16%	\$15		\$15
934	LXS 2006-GP4 [2_2]	ALT-A 2006	0.16%	\$40		\$40
935	LXS 2006-GP4 [2_3]	ALT-A 2006	0.16%	\$76		\$76
936	LXS 2006-GP4 [3_1]	ALT-A 2006	0.16%	\$142		\$142
937	LXS 2006-GP4 [3_2]	ALT-A 2006	0.16%	\$167		\$167
938	LXS 2006-GP4 [3_3]	ALT-A 2006	0.16%	\$185		\$185
939	MABS 2005-AB1 [Total]	Subprime 2005	0.48%	\$1,275	FGIC	\$1,275
940	MALT 2002-1 [Total]	ALT-A 2002	60.97%	\$3,300		\$3,300
941	MALT 2002-2 [1]	ALT-A 2002	66.86%	\$708		\$708
942	MALT 2002-2 [2]	ALT-A 2002	66.86%	\$1,467		\$1,467
943	MALT 2002-2 [3]	ALT-A 2002	66.86%	\$3,291		\$3,291
944	MALT 2002-2 [4]	ALT-A 2002	66.86%	\$2,216		\$2,216
945	MALT 2002-2 [5]	ALT-A 2002	66.86%	\$2,084		\$2,084
946	MALT 2002-3 [Total]	ALT-A 2002	55.67%	\$17,415	MBIA	\$0
947	MALT 2003-2 [1]	ALT-A 2003	6.05%	\$328		\$328
948	MALT 2003-2 [2]	ALT-A 2003	6.05%	\$133		\$133
949	MALT 2003-2 [3]	ALT-A 2003	6.05%	\$85		\$85
950	MALT 2003-2 [4]	ALT-A 2003	6.05%	\$90		\$90
951	MALT 2003-2 [5]	ALT-A 2003	6.05%	\$21		\$21
952	MALT 2003-2 [6]	ALT-A 2003	6.05%	\$63		\$63
953	MALT 2003-2 [7]	ALT-A 2003	6.05%	\$56		\$56
954	MALT 2003-3 [1]	ALT-A 2003	35.32%	\$1,174		\$1,174
955	MALT 2003-3 [2]	ALT-A 2003	35.32%	\$5,105		\$5,105

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	GMACM Claim	Insurer	GMACM Recognized Claim
956	MALT 2003-4 [1]	ALT-A 2003	10.89%	\$464		\$464
957	MALT 2003-4 [2]	ALT-A 2003	10.89%	\$158		\$158
958	MALT 2003-4 [3]	ALT-A 2003	10.89%	\$308		\$308
959	MALT 2003-4 [4]	ALT-A 2003	10.89%	\$307		\$307
960	MALT 2003-4 [5]	ALT-A 2003	10.89%	\$133		\$133
961	MALT 2003-5 [EIGHT]	ALT-A 2003	4.50%	\$48		\$48
962	MALT 2003-5 [FIVE]	ALT-A 2003	4.50%	\$175		\$175
963	MALT 2003-5 [FOUR]	ALT-A 2003	4.50%	\$459		\$459
964	MALT 2003-5 [ONE]	ALT-A 2003	4.50%	\$136		\$136
965	MALT 2003-5 [SEVEN]	ALT-A 2003	4.50%	\$182		\$182
966	MALT 2003-5 [SIX]	ALT-A 2003	4.50%	\$189		\$189
967	MALT 2003-5 [THREE]	ALT-A 2003	4.50%	\$163		\$163
968	MALT 2003-5 [TWO]	ALT-A 2003	4.50%	\$81		\$81
969	MALT 2003-6 [1]	ALT-A 2003	22.25%	\$1,342		\$1,342
970	MALT 2003-6 [2]	ALT-A 2003	22.25%	\$351		\$351
971	MALT 2003-6 [3]	ALT-A 2003	22.25%	\$829		\$829
972	MALT 2003-6 [4]	ALT-A 2003	22.25%	\$294		\$294
973	MALT 2003-7 [1]	ALT-A 2003	6.43%	\$676		\$676
974	MALT 2003-7 [2]	ALT-A 2003	6.43%	\$78		\$78
975	MALT 2003-7 [3]	ALT-A 2003	6.43%	\$552		\$552
976	MALT 2003-7 [4]	ALT-A 2003	6.43%	\$196		\$196
977	MALT 2003-7 [5]	ALT-A 2003	6.43%	\$115		\$115
978	MALT 2003-7 [6]	ALT-A 2003	6.43%	\$501		\$501
979	MALT 2003-7 [7]	ALT-A 2003	6.43%	\$785		\$785
980	MALT 2003-7 [8]	ALT-A 2003	6.43%	\$300		\$300
981	MALT 2003-8 [1]	ALT-A 2003	3.16%	\$23		\$23
982	MALT 2003-8 [2]	ALT-A 2003	3.16%	\$47		\$47
983	MALT 2003-8 [3]	ALT-A 2003	3.16%	\$89		\$89
984	MALT 2003-8 [4]	ALT-A 2003	3.16%	\$66		\$66
985	MALT 2003-8 [5]	ALT-A 2003	3.16%	\$63		\$63
986	MALT 2003-8 [6]	ALT-A 2003	3.16%	\$87		\$87
987	MALT 2003-8 [7]	ALT-A 2003	3.16%	\$46		\$46
988	MALT 2003-9 [1]	ALT-A 2003	7.80%	\$78		\$78
989	MALT 2003-9 [2]	ALT-A 2003	7.80%	\$37		\$37
990	MALT 2003-9 [3]	ALT-A 2003	7.80%	\$79		\$79
991	MALT 2003-9 [4]	ALT-A 2003	7.80%	\$144		\$144
992	MALT 2003-9 [5]	ALT-A 2003	7.80%	\$162		\$162
993	MALT 2003-9 [6]	ALT-A 2003	7.80%	\$37		\$37
994	MALT 2003-9 [7]	ALT-A 2003	7.80%	\$73		\$73
995	MALT 2003-9 [8]	ALT-A 2003	7.80%	\$39		\$39
996	MALT 2004-1 [1]	ALT-A 2004	8.15%	\$381		\$381
997	MALT 2004-1 [2]	ALT-A 2004	8.15%	\$163		\$163
998	MALT 2004-1 [3]	ALT-A 2004	8.15%	\$160		\$160
999	MALT 2004-1 [4]	ALT-A 2004	8.15%	\$363		\$363
1000	MALT 2004-10 [1]	ALT-A 2004	11.02%	\$245		\$245
1001	MALT 2004-10 [2]	ALT-A 2004	11.02%	\$667		\$667
1002	MALT 2004-10 [3]	ALT-A 2004	11.02%	\$681		\$681
1003	MALT 2004-10 [4]	ALT-A 2004	11.02%	\$343		\$343
1004	MALT 2004-10 [5]	ALT-A 2004	11.02%	\$799		\$799
1005	MALT 2004-11 [1]	ALT-A 2004	18.18%	\$932		\$932
1006	MALT 2004-11 [2]	ALT-A 2004	18.18%	\$434		\$434

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	GMACM Claim	Insurer	GMACM Recognized Claim
1007	MALT 2004-11 [3]	ALT-A 2004	18.18%	\$2,523		\$2,523
1008	MALT 2004-11 [4]	ALT-A 2004	18.18%	\$1,707		\$1,707
1009	MALT 2004-11 [5]	ALT-A 2004	18.18%	\$947		\$947
1010	MALT 2004-11 [6]	ALT-A 2004	18.18%	\$205		\$205
1011	MALT 2004-11 [7]	ALT-A 2004	18.18%	\$755		\$755
1012	MALT 2004-11 [8]	ALT-A 2004	18.18%	\$514		\$514
1013	MALT 2004-11 [9]	ALT-A 2004	18.18%	\$478		\$478
1014	MALT 2004-12 [1]	ALT-A 2004	28.11%	\$493		\$493
1015	MALT 2004-12 [2]	ALT-A 2004	28.11%	\$1,229		\$1,229
1016	MALT 2004-12 [3]	ALT-A 2004	28.11%	\$2,498		\$2,498
1017	MALT 2004-12 [4]	ALT-A 2004	28.11%	\$779		\$779
1018	MALT 2004-12 [5]	ALT-A 2004	28.11%	\$3,246		\$3,246
1019	MALT 2004-12 [6]	ALT-A 2004	28.11%	\$1,614		\$1,614
1020	MALT 2004-13 [1]	ALT-A 2004	20.39%	\$455		\$455
1021	MALT 2004-13 [10]	ALT-A 2004	20.39%	\$1,032		\$1,032
1022	MALT 2004-13 [11]	ALT-A 2004	20.39%	\$319		\$319
1023	MALT 2004-13 [12]	ALT-A 2004	20.39%	\$332		\$332
1024	MALT 2004-13 [2]	ALT-A 2004	20.39%	\$580		\$580
1025	MALT 2004-13 [3]	ALT-A 2004	20.39%	\$260		\$260
1026	MALT 2004-13 [4]	ALT-A 2004	20.39%	\$285		\$285
1027	MALT 2004-13 [5]	ALT-A 2004	20.39%	\$253		\$253
1028	MALT 2004-13 [6]	ALT-A 2004	20.39%	\$232		\$232
1029	MALT 2004-13 [7]	ALT-A 2004	20.39%	\$274		\$274
1030	MALT 2004-13 [8]	ALT-A 2004	20.39%	\$737		\$737
1031	MALT 2004-13 [9]	ALT-A 2004	20.39%	\$1,011		\$1,011
1032	MALT 2004-2 [EIGHT]	ALT-A 2004	5.11%	\$286		\$286
1033	MALT 2004-2 [FIVE]	ALT-A 2004	5.11%	\$45		\$45
1034	MALT 2004-2 [FOUR]	ALT-A 2004	5.11%	\$73		\$73
1035	MALT 2004-2 [ONE]	ALT-A 2004	5.11%	\$76		\$76
1036	MALT 2004-2 [SEVEN]	ALT-A 2004	5.11%	\$184		\$184
1037	MALT 2004-2 [SIX]	ALT-A 2004	5.11%	\$123		\$123
1038	MALT 2004-2 [THREE]	ALT-A 2004	5.11%	\$166		\$166
1039	MALT 2004-2 [TWO]	ALT-A 2004	5.11%	\$169		\$169
1040	MALT 2004-3 [EIGHT]	ALT-A 2004	6.41%	\$251		\$251
1041	MALT 2004-3 [FIVE]	ALT-A 2004	6.41%	\$162		\$162
1042	MALT 2004-3 [FOUR]	ALT-A 2004	6.41%	\$124		\$124
1043	MALT 2004-3 [ONE]	ALT-A 2004	6.41%	\$148		\$148
1044	MALT 2004-3 [SEVEN]	ALT-A 2004	6.41%	\$183		\$183
1045	MALT 2004-3 [SIX]	ALT-A 2004	6.41%	\$146		\$146
1046	MALT 2004-3 [THREE]	ALT-A 2004	6.41%	\$118		\$118
1047	MALT 2004-3 [TWO]	ALT-A 2004	6.41%	\$206		\$206
1048	MALT 2004-4 [1]	ALT-A 2004	5.55%	\$166		\$166
1049	MALT 2004-4 [10]	ALT-A 2004	5.55%	\$62		\$62
1050	MALT 2004-4 [11]	ALT-A 2004	5.55%	\$163		\$163
1051	MALT 2004-4 [2]	ALT-A 2004	5.55%	\$54		\$54
1052	MALT 2004-4 [3]	ALT-A 2004	5.55%	\$82		\$82
1053	MALT 2004-4 [4]	ALT-A 2004	5.55%	\$97		\$97
1054	MALT 2004-4 [5]	ALT-A 2004	5.55%	\$116		\$116
1055	MALT 2004-4 [6]	ALT-A 2004	5.55%	\$141		\$141
1056	MALT 2004-4 [7]	ALT-A 2004	5.55%	\$160		\$160
1057	MALT 2004-4 [8]	ALT-A 2004	5.55%	\$70		\$70

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	GMACM Claim	Insurer	GMACM Recognized Claim
1058	MALT 2004-4 [9]	ALT-A 2004	5.55%	\$321		\$321
1059	MALT 2004-5 [1]	ALT-A 2004	11.45%	\$135		\$135
1060	MALT 2004-5 [2]	ALT-A 2004	11.45%	\$169		\$169
1061	MALT 2004-5 [3]	ALT-A 2004	11.45%	\$128		\$128
1062	MALT 2004-5 [4]	ALT-A 2004	11.45%	\$176		\$176
1063	MALT 2004-5 [5]	ALT-A 2004	11.45%	\$123		\$123
1064	MALT 2004-5 [6]	ALT-A 2004	11.45%	\$220		\$220
1065	MALT 2004-5 [7]	ALT-A 2004	11.45%	\$209		\$209
1066	MALT 2004-6 [1]	ALT-A 2004	14.82%	\$711		\$711
1067	MALT 2004-6 [10]	ALT-A 2004	14.82%	\$1,046		\$1,046
1068	MALT 2004-6 [2]	ALT-A 2004	14.82%	\$438		\$438
1069	MALT 2004-6 [3]	ALT-A 2004	14.82%	\$400		\$400
1070	MALT 2004-6 [4]	ALT-A 2004	14.82%	\$639		\$639
1071	MALT 2004-6 [5]	ALT-A 2004	14.82%	\$348		\$348
1072	MALT 2004-6 [6]	ALT-A 2004	14.82%	\$643		\$643
1073	MALT 2004-6 [7]	ALT-A 2004	14.82%	\$1,930		\$1,930
1074	MALT 2004-6 [8]	ALT-A 2004	14.82%	\$866		\$866
1075	MALT 2004-6 [9]	ALT-A 2004	14.82%	\$459		\$459
1076	MALT 2004-7 [1]	ALT-A 2004	8.78%	\$471		\$471
1077	MALT 2004-7 [10]	ALT-A 2004	8.78%	\$81		\$81
1078	MALT 2004-7 [2]	ALT-A 2004	8.78%	\$95		\$95
1079	MALT 2004-7 [3]	ALT-A 2004	8.78%	\$115		\$115
1080	MALT 2004-7 [4]	ALT-A 2004	8.78%	\$101		\$101
1081	MALT 2004-7 [5]	ALT-A 2004	8.78%	\$63		\$63
1082	MALT 2004-7 [6]	ALT-A 2004	8.78%	\$116		\$116
1083	MALT 2004-7 [7]	ALT-A 2004	8.78%	\$182		\$182
1084	MALT 2004-7 [8]	ALT-A 2004	8.78%	\$79		\$79
1085	MALT 2004-7 [9]	ALT-A 2004	8.78%	\$351		\$351
1086	MALT 2004-8 [1]	ALT-A 2004	19.48%	\$1,337		\$1,337
1087	MALT 2004-8 [2]	ALT-A 2004	19.48%	\$1,192		\$1,192
1088	MALT 2004-8 [3]	ALT-A 2004	19.48%	\$453		\$453
1089	MALT 2004-8 [4]	ALT-A 2004	19.48%	\$439		\$439
1090	MALT 2004-8 [5]	ALT-A 2004	19.48%	\$568		\$568
1091	MALT 2004-8 [6]	ALT-A 2004	19.48%	\$470		\$470
1092	MALT 2004-8 [7]	ALT-A 2004	19.48%	\$346		\$346
1093	MALT 2004-8 [8]	ALT-A 2004	19.48%	\$382		\$382
1094	MALT 2004-9 [Total]	ALT-A 2004	8.33%	\$3,288		\$3,288
1095	MALT 2005-1 [1]	ALT-A 2005	35.28%	\$1,005		\$1,005
1096	MALT 2005-1 [2]	ALT-A 2005	35.28%	\$1,824		\$1,824
1097	MALT 2005-1 [3]	ALT-A 2005	35.28%	\$1,795		\$1,795
1098	MALT 2005-1 [4]	ALT-A 2005	35.28%	\$713		\$713
1099	MALT 2005-1 [5]	ALT-A 2005	35.28%	\$736		\$736
1100	MALT 2005-1 [6]	ALT-A 2005	35.28%	\$6,063		\$6,063
1101	MALT 2005-1 [7]	ALT-A 2005	35.28%	\$1,211		\$1,211
1102	MALT 2005-2 [1]	ALT-A 2005	28.87%	\$4,717		\$4,717
1103	MALT 2005-2 [2]	ALT-A 2005	28.87%	\$2,531		\$2,531
1104	MALT 2005-2 [3]	ALT-A 2005	28.87%	\$692		\$692
1105	MALT 2005-2 [4]	ALT-A 2005	28.87%	\$4,561		\$4,561
1106	MALT 2005-2 [5]	ALT-A 2005	28.87%	\$1,325		\$1,325
1107	MALT 2005-2 [6]	ALT-A 2005	28.87%	\$1,127		\$1,127
1108	MALT 2005-3 [1]	ALT-A 2005	24.62%	\$2,130		\$2,130

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	GMACM Claim	Insurer	GMACM Recognized Claim
1109	MALT 2005-3 [2]	ALT-A 2005	24.62%	\$616		\$616
1110	MALT 2005-3 [3]	ALT-A 2005	24.62%	\$863		\$863
1111	MALT 2005-3 [4]	ALT-A 2005	24.62%	\$1,037		\$1,037
1112	MALT 2005-3 [5]	ALT-A 2005	24.62%	\$748		\$748
1113	MALT 2005-3 [6]	ALT-A 2005	24.62%	\$4,474		\$4,474
1114	MALT 2005-3 [7]	ALT-A 2005	24.62%	\$598		\$598
1115	MALT 2005-4 [1]	ALT-A 2005	20.48%	\$1,875		\$1,875
1116	MALT 2005-4 [2]	ALT-A 2005	20.48%	\$3,653		\$3,653
1117	MALT 2005-4 [3]	ALT-A 2005	20.48%	\$2,311		\$2,311
1118	MALT 2005-4 [4]	ALT-A 2005	20.48%	\$1,152		\$1,152
1119	MALT 2005-4 [5]	ALT-A 2005	20.48%	\$2,654		\$2,654
1120	MALT 2005-5 [1]	ALT-A 2005	13.07%	\$528		\$528
1121	MALT 2005-5 [2]	ALT-A 2005	13.07%	\$1,439		\$1,439
1122	MALT 2005-5 [3]	ALT-A 2005	13.07%	\$3,251		\$3,251
1123	MALT 2005-5 [4]	ALT-A 2005	13.07%	\$356		\$356
1124	MALT 2005-5 [5]	ALT-A 2005	13.07%	\$971		\$971
1125	MALT 2005-6 [1]	ALT-A 2005	2.51%	\$2,370		\$2,370
1126	MALT 2005-6 [2]	ALT-A 2005	2.51%	\$295		\$295
1127	MALT 2006-1 [Total]	ALT-A 2006	0.72%	\$459		\$459
1128	MALT 2006-3 [1]	ALT-A 2006	0.12%	\$101		\$101
1129	MALT 2006-3 [2]	ALT-A 2006	0.12%	\$12		\$12
1130	MALT 2007-1 [GRP_3]	ALT-A 2007	0.62%	\$69		\$69
1131	MALT 2007-1 [POOL_1]	ALT-A 2007	0.62%	\$190		\$190
1132	MALT 2007-HF1 [1]	ALT-A 2007	4.80%	\$494		\$494
1133	MALT 2007-HF1 [2]	ALT-A 2007	4.80%	\$1,905		\$1,905
1134	MALT 2007-HF1 [3]	ALT-A 2007	4.80%	\$355		\$355
1135	MALT 2007-HF1 [4]	ALT-A 2007	4.80%	\$3,043		\$3,043
1136	MALT 2007-HF1 [5]	ALT-A 2007	4.80%	\$239		\$239
1137	MARM 2003-2 [1]	Prime 2003	6.62%	\$56		\$56
1138	MARM 2003-2 [2]	Prime 2003	6.62%	\$65		\$65
1139	MARM 2003-2 [3]	Prime 2003	6.62%	\$102		\$102
1140	MARM 2003-2 [4]	Prime 2003	6.62%	\$109		\$109
1141	MARM 2003-2 [5]	Prime 2003	6.62%	\$43		\$43
1142	MARM 2003-2 [6]	Prime 2003	6.62%	\$21		\$21
1143	MARM 2003-7 [FIVE]	ALT-A 2003	2.44%	\$12		\$12
1144	MARM 2003-7 [FOUR]	ALT-A 2003	2.44%	\$10		\$10
1145	MARM 2003-7 [ONE]	ALT-A 2003	2.44%	\$5		\$5
1146	MARM 2003-7 [THREE]	ALT-A 2003	2.44%	\$14		\$14
1147	MARM 2003-7 [TWO]	ALT-A 2003	2.44%	\$7		\$7
1148	MARM 2004-1 [1]	Prime 2004	2.64%	\$44		\$44
1149	MARM 2004-1 [2]	Prime 2004	2.64%	\$80		\$80
1150	MARM 2004-1 [3]	Prime 2004	2.64%	\$158		\$158
1151	MARM 2004-1 [4]	Prime 2004	2.64%	\$84		\$84
1152	MARM 2004-1 [5]	Prime 2004	2.64%	\$63		\$63
1153	MARM 2004-1 [6]	Prime 2004	2.64%	\$78		\$78
1154	MARM 2004-10 [1]	Prime 2004	31.23%	\$1,633		\$1,633
1155	MARM 2004-10 [2]	Prime 2004	31.23%	\$2,662		\$2,662
1156	MARM 2004-10 [3]	Prime 2004	31.23%	\$1,707		\$1,707
1157	MARM 2004-11 [1]	ALT-A 2004	34.51%	\$10,878		\$10,878
1158	MARM 2004-11 [2]	ALT-A 2004	34.51%	\$12,998		\$12,998
1159	MARM 2004-12 [1]	Prime 2004	7.61%	\$199		\$199

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	GMACM Claim	Insurer	GMACM Recognized Claim
1160	MARM 2004-12 [2]	Prime 2004	7.61%	\$359		\$359
1161	MARM 2004-12 [3]	Prime 2004	7.61%	\$794		\$794
1162	MARM 2004-12 [4]	Prime 2004	7.61%	\$362		\$362
1163	MARM 2004-12 [5]	Prime 2004	7.61%	\$288		\$288
1164	MARM 2004-14 [1]	ALT-A 2004	36.97%	\$11,246		\$11,246
1165	MARM 2004-14 [2]	ALT-A 2004	36.97%	\$8,442		\$8,442
1166	MARM 2004-15 [1]	ALT-A 2004	37.61%	\$1,980		\$1,980
1167	MARM 2004-15 [2]	ALT-A 2004	37.61%	\$2,875		\$2,875
1168	MARM 2004-15 [3]	ALT-A 2004	37.61%	\$983		\$983
1169	MARM 2004-15 [4]	ALT-A 2004	37.61%	\$3,403		\$3,403
1170	MARM 2004-15 [5]	ALT-A 2004	37.61%	\$563		\$563
1171	MARM 2004-15 [6]	ALT-A 2004	37.61%	\$1,765		\$1,765
1172	MARM 2004-15 [7]	ALT-A 2004	37.61%	\$1,799		\$1,799
1173	MARM 2004-15 [8]	ALT-A 2004	37.61%	\$2,323		\$2,323
1174	MARM 2004-15 [9]	ALT-A 2004	37.61%	\$1,853		\$1,853
1175	MARM 2004-2 [1]	ALT-A 2004	36.99%	\$749		\$749
1176	MARM 2004-2 [2]	ALT-A 2004	36.99%	\$1,014		\$1,014
1177	MARM 2004-2 [3]	ALT-A 2004	36.99%	\$3,971		\$3,971
1178	MARM 2004-3 [1]	Prime 2004	48.47%	\$622		\$622
1179	MARM 2004-3 [2]	Prime 2004	48.47%	\$1,079		\$1,079
1180	MARM 2004-3 [3]	Prime 2004	48.47%	\$1,379		\$1,379
1181	MARM 2004-3 [4]	Prime 2004	48.47%	\$1,036		\$1,036
1182	MARM 2004-3 [5]	Prime 2004	48.47%	\$861		\$861
1183	MARM 2004-3 [6]	Prime 2004	48.47%	\$1,417		\$1,417
1184	MARM 2004-3 [7]	Prime 2004	48.47%	\$593		\$593
1185	MARM 2004-3 [8]	Prime 2004	48.47%	\$2,411		\$2,411
1186	MARM 2004-4 [1]	ALT-A 2004	58.20%	\$1,132		\$1,132
1187	MARM 2004-4 [2]	ALT-A 2004	58.20%	\$3,529		\$3,529
1188	MARM 2004-4 [3]	ALT-A 2004	58.20%	\$1,604		\$1,604
1189	MARM 2004-4 [4]	ALT-A 2004	58.20%	\$3,119		\$3,119
1190	MARM 2004-4 [5]	ALT-A 2004	58.20%	\$746		\$746
1191	MARM 2004-5 [1]	Prime 2004	11.45%	\$665		\$665
1192	MARM 2004-5 [2]	Prime 2004	11.45%	\$215		\$215
1193	MARM 2004-5 [3]	Prime 2004	11.45%	\$417		\$417
1194	MARM 2004-5 [4]	Prime 2004	11.45%	\$298		\$298
1195	MARM 2004-5 [5]	Prime 2004	11.45%	\$1,165		\$1,165
1196	MARM 2004-5 [6]	Prime 2004	11.45%	\$709		\$709
1197	MARM 2004-5 [7]	Prime 2004	11.45%	\$76		\$76
1198	MARM 2004-5 [8]	Prime 2004	11.45%	\$168		\$168
1199	MARM 2004-5 [9]	Prime 2004	11.45%	\$374		\$374
1200	MARM 2004-6 [1]	Prime 2004	34.37%	\$852		\$852
1201	MARM 2004-6 [2]	Prime 2004	34.37%	\$1,510		\$1,510
1202	MARM 2004-6 [3]	Prime 2004	34.37%	\$866		\$866
1203	MARM 2004-6 [4]	Prime 2004	34.37%	\$5,072		\$5,072
1204	MARM 2004-6 [5]	Prime 2004	34.37%	\$463		\$463
1205	MARM 2004-6 [6]	Prime 2004	34.37%	\$862		\$862
1206	MARM 2004-7 [1]	Prime 2004	36.03%	\$1,385		\$1,385
1207	MARM 2004-7 [2]	Prime 2004	36.03%	\$1,633		\$1,633
1208	MARM 2004-7 [3]	Prime 2004	36.03%	\$5,825		\$5,825
1209	MARM 2004-7 [4]	Prime 2004	36.03%	\$1,349		\$1,349
1210	MARM 2004-7 [5]	Prime 2004	36.03%	\$1,153		\$1,153

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	GMACM Claim	Insurer	GMACM Recognized Claim
1211	MARM 2004-7 [6]	Prime 2004	36.03%	\$11,037		\$11,037
1212	MARM 2004-8 [1]	ALT-A 2004	44.06%	\$2,407		\$2,407
1213	MARM 2004-8 [2]	ALT-A 2004	44.06%	\$2,623		\$2,623
1214	MARM 2004-8 [3]	ALT-A 2004	44.06%	\$1,563		\$1,563
1215	MARM 2004-8 [4]	ALT-A 2004	44.06%	\$2,989		\$2,989
1216	MARM 2004-8 [5]	ALT-A 2004	44.06%	\$3,102		\$3,102
1217	MARM 2004-8 [6]	ALT-A 2004	44.06%	\$588		\$588
1218	MARM 2004-8 [7]	ALT-A 2004	44.06%	\$724		\$724
1219	MARM 2004-8 [8]	ALT-A 2004	44.06%	\$3,367		\$3,367
1220	MARM 2004-9 [1]	Prime 2004	33.16%	\$15,334		\$15,334
1221	MARM 2004-9 [2]	Prime 2004	33.16%	\$12,853		\$12,853
1222	MARM 2005-1 [1]	ALT-A 2005	48.18%	\$3,636		\$3,636
1223	MARM 2005-1 [10]	ALT-A 2005	48.18%	\$8,282		\$8,282
1224	MARM 2005-1 [2]	ALT-A 2005	48.18%	\$5,123		\$5,123
1225	MARM 2005-1 [3]	ALT-A 2005	48.18%	\$3,120		\$3,120
1226	MARM 2005-1 [4]	ALT-A 2005	48.18%	\$11,619		\$11,619
1227	MARM 2005-1 [5]	ALT-A 2005	48.18%	\$16,162		\$16,162
1228	MARM 2005-1 [6]	ALT-A 2005	48.18%	\$15,282		\$15,282
1229	MARM 2005-1 [7]	ALT-A 2005	48.18%	\$16,948		\$16,948
1230	MARM 2005-1 [8]	ALT-A 2005	48.18%	\$4,881		\$4,881
1231	MARM 2005-1 [9]	ALT-A 2005	48.18%	\$2,246		\$2,246
1232	MARM 2005-2 [1]	ALT-A 2005	30.04%	\$1,772		\$1,772
1233	MARM 2005-2 [2]	ALT-A 2005	30.04%	\$2,440		\$2,440
1234	MARM 2005-2 [3]	ALT-A 2005	30.04%	\$8,891		\$8,891
1235	MARM 2005-2 [4]	ALT-A 2005	30.04%	\$4,649		\$4,649
1236	MARM 2005-2 [5]	ALT-A 2005	30.04%	\$6,431		\$6,431
1237	MARM 2005-2 [6]	ALT-A 2005	30.04%	\$2,286		\$2,286
1238	MARM 2005-2 [7]	ALT-A 2005	30.04%	\$5,107		\$5,107
1239	MARM 2005-3 [1]	ALT-A 2005	50.36%	\$7,075		\$7,075
1240	MARM 2005-3 [2]	ALT-A 2005	50.36%	\$7,902		\$7,902
1241	MARM 2005-3 [3]	ALT-A 2005	50.36%	\$10,644		\$10,644
1242	MARM 2005-3 [4]	ALT-A 2005	50.36%	\$1,216		\$1,216
1243	MARM 2005-3 [5]	ALT-A 2005	50.36%	\$1,228		\$1,228
1244	MARM 2005-6 [1]	Prime 2005	38.40%	\$5,163		\$5,163
1245	MARM 2005-6 [2]	Prime 2005	38.40%	\$1,423		\$1,423
1246	MARM 2005-6 [3]	Prime 2005	38.40%	\$4,141		\$4,141
1247	MARM 2005-6 [4]	Prime 2005	38.40%	\$3,983		\$3,983
1248	MARM 2005-6 [5]	Prime 2005	38.40%	\$10,603		\$10,603
1249	MARM 2005-6 [6]	Prime 2005	38.40%	\$4,703		\$4,703
1250	MARM 2005-6 [7]	Prime 2005	38.40%	\$2,223		\$2,223
1251	MARM 2005-7 [1]	Prime 2005	48.64%	\$10,498		\$10,498
1252	MARM 2005-7 [2]	Prime 2005	48.64%	\$32,082		\$32,082
1253	MARM 2005-7 [3]	Prime 2005	48.64%	\$4,397		\$4,397
1254	MARM 2005-8 [110YR]	ALT-A 2005	0.65%	\$12		\$12
1255	MARM 2005-8 [12YR]	ALT-A 2005	0.65%	\$3		\$3
1256	MARM 2005-8 [13YR]	ALT-A 2005	0.65%	\$10		\$10
1257	MARM 2005-8 [15YR]	ALT-A 2005	0.65%	\$83		\$83
1258	MARM 2005-8 [16M]	ALT-A 2005	0.65%	\$53		\$53
1259	MARM 2005-8 [17YR]	ALT-A 2005	0.65%	\$8		\$8
1260	MARM 2005-8 [22YR]	ALT-A 2005	0.65%	\$5		\$5
1261	MARM 2005-8 [23YR]	ALT-A 2005	0.65%	\$15		\$15

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	GMACM Claim	Insurer	GMACM Recognized Claim
1262	MARM 2005-8 [25YR]	ALT-A 2005	0.65%	\$411		\$411
1263	MARM 2005-8 [26M]	ALT-A 2005	0.65%	\$19		\$19
1264	MARM 2005-8 [27YR]	ALT-A 2005	0.65%	\$546		\$546
1265	MARM 2005-8 [310YR]	ALT-A 2005	0.65%	\$360		\$360
1266	MARM 2006-OA2 [1]	Pay Option ARM 2006	4.19%	\$18,858	FSA	\$0
1267	MARM 2006-OA2 [2]	Pay Option ARM 2006	4.19%	\$12,218	FSA	\$0
1268	MARM 2006-OA2 [3]	Pay Option ARM 2006	4.19%	\$3,129		\$3,129
1269	MARM 2006-OA2 [4]	Pay Option ARM 2006	4.19%	\$14,782	FSA	\$0
1270	MARM 2007-2 [Total]	ALT-A 2007	0.03%	\$125		\$125
1271	MARP 2005-1 [1A]	Subprime 2005	9.26%	\$781		\$781
1272	MARP 2005-1 [1B]	Subprime 2005	9.26%	\$2,205		\$2,205
1273	MARP 2005-1 [1C]	Subprime 2005	9.26%	\$2,255		\$2,255
1274	MARP 2005-1 [1D]	Subprime 2005	9.26%	\$1,591		\$1,591
1275	MARP 2005-1 [1E]	Subprime 2005	9.26%	\$558		\$558
1276	MARP 2005-1 [1F]	Subprime 2005	9.26%	\$498		\$498
1277	MARP 2005-1 [2]	Subprime 2005	9.26%	\$402		\$402
1278	MARP 2005-2 [POOL1_A]	Subprime 2005	0.89%	\$1,125		\$1,125
1279	MARP 2005-2 [POOL1_B]	Subprime 2005	0.89%	\$148		\$148
1280	MARP 2005-2 [POOL1_C]	Subprime 2005	0.89%	\$105		\$105
1281	MARP 2005-2 [POOL1_D]	Subprime 2005	0.89%	\$96		\$96
1282	MARP 2005-2 [POOL2]	Subprime 2005	0.89%	\$87		\$87
1283	MARP 2006-1 [I_1]	Subprime 2006	0.12%	\$76		\$76
1284	MARP 2006-1 [I_234]	Subprime 2006	0.12%	\$26		\$26
1285	MARP 2006-1 [II]	Subprime 2006	0.12%	\$3		\$3
1286	MARP 2006-2 [1]	Subprime 2006	4.42%	\$2,765		\$2,765
1287	MARP 2006-2 [2]	Subprime 2006	4.42%	\$88		\$88
1288	MASD 2004-1 [1A]	Subprime 2004	100.00%	\$10,688		\$10,688
1289	MASD 2004-1 [1F]	Subprime 2004	100.00%	\$28,471		\$28,471
1290	MASD 2004-2 [A]	Subprime 2004	90.46%	\$8,861		\$8,861
1291	MASD 2004-2 [F]	Subprime 2004	90.46%	\$15,775		\$15,775
1292	MASD 2005-1 [1]	Subprime 2005	9.00%	\$2,075		\$2,075
1293	MASD 2005-1 [2]	Subprime 2005	9.00%	\$2,056		\$2,056
1294	MASD 2005-2 [1]	Subprime 2005	90.38%	\$14,652		\$14,652
1295	MASD 2005-2 [2]	Subprime 2005	90.38%	\$20,837		\$20,837
1296	MASD 2005-3 [1]	Subprime 2005	92.42%	\$27,466		\$27,466
1297	MASD 2005-3 [2]	Subprime 2005	92.42%	\$31,603		\$31,603
1298	MASD 2006-1 [A]	Subprime 2006	94.56%	\$74,980		\$74,980
1299	MASD 2006-1 [F]	Subprime 2006	94.56%	\$33,179		\$33,179
1300	MASD 2006-2 [A]	Subprime 2006	5.00%	\$7,392		\$7,392
1301	MASD 2006-2 [F]	Subprime 2006	5.00%	\$3,019		\$3,019
1302	MASD 2006-3 [A]	Subprime 2006	5.00%	\$5,310		\$5,310
1303	MASD 2006-3 [F]	Subprime 2006	5.00%	\$3,508		\$3,508
1304	MASTR 2002-7 [1]	Prime 2002	5.81%	\$109		\$109
1305	MASTR 2002-7 [2]	Prime 2002	5.81%	\$117		\$117
1306	MASTR 2002-7 [3]	Prime 2002	5.81%	\$21		\$21
1307	MASTR 2002-8 [1]	Prime 2002	2.20%	\$23		\$23
1308	MASTR 2002-8 [2]	Prime 2002	2.20%	\$52		\$52
1309	MASTR 2003-10 [1]	Prime 2003	18.15%	\$82		\$82
1310	MASTR 2003-10 [2]	Prime 2003	18.15%	\$46		\$46
1311	MASTR 2003-10 [3]	Prime 2003	18.15%	\$923		\$923
1312	MASTR 2003-10 [4]	Prime 2003	18.15%	\$329		\$329

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	GMACM Claim	Insurer	GMACM Recognized Claim
1313	MASTR 2003-10 [5]	Prime 2003	18.15%	\$44		\$44
1314	MASTR 2003-10 [6]	Prime 2003	18.15%	\$138		\$138
1315	MASTR 2003-11 [1]	Prime 2003	2.27%	\$25		\$25
1316	MASTR 2003-11 [10]	Prime 2003	2.27%	\$24		\$24
1317	MASTR 2003-11 [2]	Prime 2003	2.27%	\$36		\$36
1318	MASTR 2003-11 [3]	Prime 2003	2.27%	\$12		\$12
1319	MASTR 2003-11 [4]	Prime 2003	2.27%	\$8		\$8
1320	MASTR 2003-11 [5]	Prime 2003	2.27%	\$5		\$5
1321	MASTR 2003-11 [6]	Prime 2003	2.27%	\$54		\$54
1322	MASTR 2003-11 [7]	Prime 2003	2.27%	\$27		\$27
1323	MASTR 2003-11 [8]	Prime 2003	2.27%	\$18		\$18
1324	MASTR 2003-11 [9]	Prime 2003	2.27%	\$45		\$45
1325	MASTR 2003-12 [1]	Prime 2003	7.76%	\$68		\$68
1326	MASTR 2003-12 [2]	Prime 2003	7.76%	\$29		\$29
1327	MASTR 2003-12 [3]	Prime 2003	7.76%	\$207		\$207
1328	MASTR 2003-12 [4]	Prime 2003	7.76%	\$92		\$92
1329	MASTR 2003-12 [5]	Prime 2003	7.76%	\$24		\$24
1330	MASTR 2003-12 [6]	Prime 2003	7.76%	\$89		\$89
1331	MASTR 2003-2 [ONE]	Prime 2003	14.62%	\$122		\$122
1332	MASTR 2003-2 [THREE]	Prime 2003	14.62%	\$223		\$223
1333	MASTR 2003-2 [TWO]	Prime 2003	14.62%	\$181		\$181
1334	MASTR 2003-3 [FIVE]	Prime 2003	14.24%	\$83		\$83
1335	MASTR 2003-3 [FOUR]	Prime 2003	14.24%	\$20		\$20
1336	MASTR 2003-3 [ONE]	Prime 2003	14.24%	\$93		\$93
1337	MASTR 2003-3 [THREE]	Prime 2003	14.24%	\$251		\$251
1338	MASTR 2003-3 [TWO]	Prime 2003	14.24%	\$114		\$114
1339	MASTR 2003-3 [TWO]	Prime 2003	14.24%	\$3		\$3
1340	MASTR 2003-3 [TWO]	Prime 2003	14.24%	\$212		\$212
1341	MASTR 2003-4 [EIGHT]	Prime 2003	0.38%	\$1		\$1
1342	MASTR 2003-4 [FIVE]	Prime 2003	0.38%	\$0		\$0
1343	MASTR 2003-4 [FOUR]	Prime 2003	0.38%	\$2		\$2
1344	MASTR 2003-4 [ONE]	Prime 2003	0.38%	\$2		\$2
1345	MASTR 2003-4 [SEVEN]	Prime 2003	0.38%	\$0		\$0
1346	MASTR 2003-4 [SIX]	Prime 2003	0.38%	\$9		\$9
1347	MASTR 2003-4 [THREE]	Prime 2003	0.38%	\$1		\$1
1348	MASTR 2003-4 [TWO]	Prime 2003	0.38%	\$6		\$6
1349	MASTR 2003-5 [1]	Prime 2003	1.07%	\$21		\$21
1350	MASTR 2003-5 [2]	Prime 2003	1.07%	\$32		\$32
1351	MASTR 2003-5 [3]	Prime 2003	1.07%	\$2		\$2
1352	MASTR 2003-5 [4]	Prime 2003	1.07%	\$31		\$31
1353	MASTR 2003-5 [5]	Prime 2003	1.07%	\$16		\$16
1354	MASTR 2003-6 [EIGHT]	Prime 2003	7.84%	\$131		\$131
1355	MASTR 2003-6 [FIVE]	Prime 2003	7.84%	\$124		\$124
1356	MASTR 2003-6 [FOUR]	Prime 2003	7.84%	\$58		\$58
1357	MASTR 2003-6 [NINE]	Prime 2003	7.84%	\$123		\$123
1358	MASTR 2003-6 [ONE]	Prime 2003	7.84%	\$35		\$35
1359	MASTR 2003-6 [SEVEN]	Prime 2003	7.84%	\$54		\$54
1360	MASTR 2003-6 [SIX]	Prime 2003	7.84%	\$510		\$510
1361	MASTR 2003-6 [THREE]	Prime 2003	7.84%	\$605		\$605
1362	MASTR 2003-6 [TWO]	Prime 2003	7.84%	\$32		\$32
1363	MASTR 2003-7 [1]	Prime 2003	2.84%	\$81		\$81

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	GMACM Claim	Insurer	GMACM Recognized Claim
1364	MASTR 2003-7 [2]	Prime 2003	2.84%	\$62		\$62
1365	MASTR 2003-7 [3]	Prime 2003	2.84%	\$7		\$7
1366	MASTR 2003-7 [4]	Prime 2003	2.84%	\$152		\$152
1367	MASTR 2003-7 [5]	Prime 2003	2.84%	\$4		\$4
1368	MASTR 2003-8 [1]	Prime 2003	3.16%	\$141		\$141
1369	MASTR 2003-8 [2]	Prime 2003	3.16%	\$92		\$92
1370	MASTR 2003-8 [3]	Prime 2003	3.16%	\$128	MBIA	\$0
1371	MASTR 2003-8 [4]	Prime 2003	3.16%	\$16		\$16
1372	MASTR 2003-8 [5]	Prime 2003	3.16%	\$14		\$14
1373	MASTR 2003-8 [6]	Prime 2003	3.16%	\$5		\$5
1374	MASTR 2003-8 [7]	Prime 2003	3.16%	\$8		\$8
1375	MASTR 2003-8 [8]	Prime 2003	3.16%	\$51		\$51
1376	MASTR 2003-9 [1]	Prime 2003	26.56%	\$424		\$424
1377	MASTR 2003-9 [2]	Prime 2003	26.56%	\$431		\$431
1378	MASTR 2003-9 [3]	Prime 2003	26.56%	\$38		\$38
1379	MASTR 2003-9 [4]	Prime 2003	26.56%	\$53		\$53
1380	MASTR 2003-9 [5]	Prime 2003	26.56%	\$288		\$288
1381	MASTR 2004-1 [1]	Prime 2004	12.12%	\$140		\$140
1382	MASTR 2004-1 [2]	Prime 2004	12.12%	\$10		\$10
1383	MASTR 2004-1 [3]	Prime 2004	12.12%	\$38		\$38
1384	MASTR 2004-1 [4]	Prime 2004	12.12%	\$23		\$23
1385	MASTR 2004-1 [5]	Prime 2004	12.12%	\$92		\$92
1386	MASTR 2004-10 [1]	Prime 2004	12.11%	\$135		\$135
1387	MASTR 2004-10 [2]	Prime 2004	12.11%	\$215		\$215
1388	MASTR 2004-10 [3]	Prime 2004	12.11%	\$201		\$201
1389	MASTR 2004-10 [4]	Prime 2004	12.11%	\$134		\$134
1390	MASTR 2004-10 [5]	Prime 2004	12.11%	\$160		\$160
1391	MASTR 2004-10 [6]	Prime 2004	12.11%	\$125		\$125
1392	MASTR 2004-11 [1]	Prime 2004	6.07%	\$56		\$56
1393	MASTR 2004-11 [2]	Prime 2004	6.07%	\$120		\$120
1394	MASTR 2004-11 [3]	Prime 2004	6.07%	\$62		\$62
1395	MASTR 2004-11 [4]	Prime 2004	6.07%	\$175		\$175
1396	MASTR 2004-11 [5]	Prime 2004	6.07%	\$165		\$165
1397	MASTR 2004-3 [1]	Prime 2004	10.46%	\$50		\$50
1398	MASTR 2004-3 [2]	Prime 2004	10.46%	\$41		\$41
1399	MASTR 2004-3 [3]	Prime 2004	10.46%	\$160		\$160
1400	MASTR 2004-3 [4]	Prime 2004	10.46%	\$225		\$225
1401	MASTR 2004-3 [5]	Prime 2004	10.46%	\$48		\$48
1402	MASTR 2004-4 [ONE1]	Prime 2004	2.65%	\$41		\$41
1403	MASTR 2004-4 [ONE2]	Prime 2004	2.65%	\$35		\$35
1404	MASTR 2004-4 [ONE3]	Prime 2004	2.65%	\$4		\$4
1405	MASTR 2004-4 [THREE]	Prime 2004	2.65%	\$25		\$25
1406	MASTR 2004-4 [TWO]	Prime 2004	2.65%	\$93		\$93
1407	MASTR 2004-5 [1]	Prime 2004	2.56%	\$81		\$81
1408	MASTR 2004-5 [2]	Prime 2004	2.56%	\$26		\$26
1409	MASTR 2004-6 [1]	Prime 2004	2.80%	\$37		\$37
1410	MASTR 2004-6 [2A]	Prime 2004	2.80%	\$34		\$34
1411	MASTR 2004-6 [2B]	Prime 2004	2.80%	\$32		\$32
1412	MASTR 2004-6 [3]	Prime 2004	2.80%	\$25		\$25
1413	MASTR 2004-6 [4]	Prime 2004	2.80%	\$36		\$36
1414	MASTR 2004-6 [5]	Prime 2004	2.80%	\$54		\$54

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	GMACM Claim	Insurer	GMACM Recognized Claim
1415	MASTR 2004-6 [6]	Prime 2004	2.80%	\$20		\$20
1416	MASTR 2004-6 [7]	Prime 2004	2.80%	\$49		\$49
1417	MASTR 2004-8 [1]	Prime 2004	0.98%	\$6		\$6
1418	MASTR 2004-8 [2]	Prime 2004	0.98%	\$16		\$16
1419	MASTR 2004-8 [3]	Prime 2004	0.98%	\$3		\$3
1420	MASTR 2004-8 [4]	Prime 2004	0.98%	\$9		\$9
1421	MASTR 2004-9 [1]	Prime 2004	5.95%	\$41		\$41
1422	MASTR 2004-9 [2]	Prime 2004	5.95%	\$253		\$253
1423	MASTR 2004-9 [3]	Prime 2004	5.95%	\$167		\$167
1424	MASTR 2004-9 [4]	Prime 2004	5.95%	\$143		\$143
1425	MASTR 2004-9 [5]	Prime 2004	5.95%	\$50		\$50
1426	MASTR 2004-9 [6]	Prime 2004	5.95%	\$81		\$81
1427	MASTR 2004-9 [7]	Prime 2004	5.95%	\$62		\$62
1428	MASTR 2004-9 [8]	Prime 2004	5.95%	\$109		\$109
1429	MHL 2007-1 [IA]	ALT-A 2007	100.00%	\$178,904		\$178,904
1430	MHL 2007-1 [IF]	ALT-A 2007	100.00%	\$119,589		\$119,589
1431	MHL 2007-1 [IIA]	ALT-A 2007	100.00%	\$336,195		\$336,195
1432	MHL 2007-1 [IIF]	ALT-A 2007	100.00%	\$140,308		\$140,308
1433	MLMI 2003-A2 [FOUR]	Prime 2003	1.79%	\$4		\$4
1434	MLMI 2003-A2 [ONE]	Prime 2003	1.79%	\$22		\$22
1435	MLMI 2003-A2 [THREE]	Prime 2003	1.79%	\$23		\$23
1436	MLMI 2003-A2 [TWO]	Prime 2003	1.79%	\$11		\$11
1437	MLMI 2003-A4 [1]	Prime 2003	17.23%	\$1,219		\$1,219
1438	MLMI 2003-A4 [2]	Prime 2003	17.23%	\$380		\$380
1439	MLMI 2003-A4 [3]	Prime 2003	17.23%	\$228		\$228
1440	MLMI 2003-A4 [4]	Prime 2003	17.23%	\$26		\$26
1441	MLMI 2005-A6 [1]	ALT-A 2005	16.10%	\$14,288		\$14,288
1442	MLMI 2005-A6 [2]	ALT-A 2005	16.10%	\$21,898		\$21,898
1443	MMFT 2007-1A [Total]	Second Lien 2007	100.00%	\$43,588	FSA	\$0
1444	MSSTR 2004-1 [1]	Prime 2004	3.36%	\$150		\$150
1445	MSSTR 2004-1 [2]	Prime 2004	3.36%	\$504		\$504
1446	MSSTR 2004-1 [3]	Prime 2004	3.36%	\$46		\$46
1447	MSSTR 2004-1 [4]	Prime 2004	3.36%	\$84		\$84
1448	MSSTR 2005-1 [1]	Prime 2005	3.91%	\$520		\$520
1449	MSSTR 2005-1 [2]	Prime 2005	3.91%	\$271		\$271
1450	MSSTR 2005-1 [3]	Prime 2005	3.91%	\$136		\$136
1451	MSSTR 2005-1 [4]	Prime 2005	3.91%	\$148		\$148
1452	MSSTR 2005-2 [FIVE]	Prime 2005	1.37%	\$9		\$9
1453	MSSTR 2005-2 [FOUR]	Prime 2005	1.37%	\$23		\$23
1454	MSSTR 2005-2 [ONE/TWO]	Prime 2005	1.37%	\$66		\$66
1455	MSSTR 2005-2 [THREE]	Prime 2005	1.37%	\$64		\$64
1456	NAA 2004-AP1 [Total]	ALT-A 2004	21.49%	\$7,349		\$7,349
1457	NAA 2004-AP2 [Total]	ALT-A 2004	100.00%	\$42,017		\$42,017
1458	NAA 2004-AR1 [1]	ALT-A 2004	100.00%	\$4,006		\$4,006
1459	NAA 2004-AR1 [2]	ALT-A 2004	100.00%	\$5,725		\$5,725
1460	NAA 2004-AR1 [3]	ALT-A 2004	100.00%	\$5,910		\$5,910
1461	NAA 2004-AR1 [4]	ALT-A 2004	100.00%	\$5,079		\$5,079
1462	NAA 2004-AR1 [5A]	ALT-A 2004	100.00%	\$10,358		\$10,358
1463	NAA 2004-AR1 [5B]	ALT-A 2004	100.00%	\$8,531		\$8,531
1464	NAA 2005-AP1 [1]	ALT-A 2005	96.07%	\$26,198		\$26,198
1465	NAA 2005-AP1 [2]	ALT-A 2005	96.07%	\$43,808		\$43,808

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	GMACM Claim	Insurer	GMACM Recognized Claim
1466	NAA 2005-AP2 [Total]	ALT-A 2005	100.00%	\$106,844		\$106,844
1467	NAA 2005-AP3 [Total]	ALT-A 2005	99.55%	\$126,894		\$126,894
1468	NAA 2005-S1 [Total]	ALT-A 2005	9.00%	\$344		\$344
1469	NAA 2005-S2 [Total]	CES 2005	100.00%	\$7,594		\$7,594
1470	NAA 2005-S3 [Total]	CES 2005	100.00%	\$4,173		\$4,173
1471	NAA 2005-S4 [Total]	CES 2005	0.06%	\$7		\$7
1472	NAA 2006-AR3 [Total]	ALT-A 2006	86.48%	\$218,790		\$218,790
1473	NAA 2006-AR4 [Total]	ALT-A 2006	99.94%	\$406,394		\$406,394
1474	NAA 2006-S1 [Total]	CES 2006	0.30%	\$27		\$27
1475	NAA 2006-S2 [Total]	CES 2006	5.00%	\$535		\$535
1476	NAA 2007-1 [1]	ALT-A 2007	61.99%	\$379,281	FSA	\$0
1477	NAA 2007-1 [2]	ALT-A 2007	61.99%	\$359,435	Ambac	\$359,435
1478	NAA 2007-2 [Total]	ALT-A 2007	99.85%	\$351,848		\$351,848
1479	NAA 2007-S2 [Total]	CES 2007	33.17%	\$412	Assured Guaranty	\$0
1480	NCHET 2004-A [1]	Subprime 2004	71.68%	\$100,293	FNMA, FGIC	\$100,293
1481	NCHET 2004-A [2]	Subprime 2004	71.68%	\$65,649	FGIC	\$65,649
1482	NCHET 2004-A [3A]	Subprime 2004	71.68%	\$27,905	FGIC	\$27,905
1483	NCHET 2004-A [3B]	Subprime 2004	71.68%	\$37,659	FGIC	\$37,659
1484	NHELI 2007-1 [1]	ALT-A 2007	99.92%	\$331,387		\$331,387
1485	NHELI 2007-1 [2_1]	ALT-A 2007	99.92%	\$84,868		\$84,868
1486	NHELI 2007-1 [2_2]	ALT-A 2007	99.92%	\$385,132		\$385,132
1487	PRIME 2003-3 [Total]	Prime 2003	3.16%	\$184	MBIA	\$0
1488	PRIME 2004-1 [1]	Prime 2004	1.72%	\$41	Radian	\$0
1489	PRIME 2004-1 [2]	Prime 2004	1.72%	\$48	Radian	\$0
1490	PRIME 2004-CL1 [1]	Prime 2004	0.14%	\$46		\$46
1491	PRIME 2004-CL1 [2]	Prime 2004	0.14%	\$8		\$8
1492	PRIME 2004-CL1 [3]	Prime 2004	0.14%	\$14		\$14
1493	PRIME 2004-CL2 [Total]	Prime 2004	12.24%	\$1,023		\$1,023
1494	PRIME 2005-2 [1]	Subprime 2005	10.66%	\$969		\$969
1495	PRIME 2005-2 [2]	Subprime 2005	10.66%	\$981		\$981
1496	PRIME 2005-4 [1]	Prime 2005	0.75%	\$76		\$76
1497	PRIME 2005-4 [2]	Prime 2005	0.75%	\$117		\$117
1498	PRIME 2005-5 [1]	Subprime 2005	4.94%	\$479		\$479
1499	PRIME 2005-5 [2]	Subprime 2005	4.94%	\$713		\$713
1500	PRIME 2006-1 [Total]	ALT-A 2006	10.93%	\$6,711		\$6,711
1501	PRIME 2006-CL1 [Total]	ALT-A 2006	12.79%	\$3,784		\$3,784
1502	RBSGC 2005-A [1]	ALT-A 2005	11.01%	\$532		\$532
1503	RBSGC 2005-A [2]	ALT-A 2005	11.01%	\$2,689		\$2,689
1504	RBSGC 2005-A [3]	ALT-A 2005	11.01%	\$1,613		\$1,613
1505	RBSGC 2005-A [4]	ALT-A 2005	11.01%	\$1,070		\$1,070
1506	RBSGC 2005-A [5]	ALT-A 2005	11.01%	\$1,291		\$1,291
1507	RBSGC 2007-B [1]	ALT-A 2007	0.11%	\$121		\$121
1508	RBSGC 2007-B [2]	ALT-A 2007	0.11%	\$6		\$6
1509	RBSGC 2007-B [3]	ALT-A 2007	0.11%	\$24		\$24
1510	RYMS 1991-15 [Total]	Prime 1999	10.70%	\$46	GEMICO (Pool Policy)	\$46
1511	RYMS 1991-16 [Total]	Prime 1999	24.48%	\$60	GEMICO (Pool Policy)	\$60
1512	SACO 2005-GP1 [Total]	Second Lien 2005	100.00%	\$4,458	Assured Guaranty	\$0
1513	SACO 2005-WM1 [Total]	CES 2005	20.77%	\$3,748		\$3,748
1514	SACO 2005-WM3 [Total]	CES 2005	20.77%	\$4,948		\$4,948
1515	SACO 2006-1 [Total]	Second Lien 2006	16.36%	\$491	XL	\$0
1516	SACO 2006-10 [Total]	CES 2006	47.57%	\$1,967		\$1,967

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	GMACM Claim	Insurer	GMACM Recognized Claim
1517	SACO 2006-12 [1]	Second Lien 2006	23.99%	\$181		\$181
1518	SACO 2006-12 [2]	Second Lien 2006	23.99%	\$444	CIFG	\$0
1519	SACO 2006-5 [1]	CES 2006	41.41%	\$1,384		\$1,384
1520	SACO 2006-5 [2]	CES 2006	41.41%	\$2,018		\$2,018
1521	SACO 2006-6 [A]	CES 2006	26.65%	\$68		\$68
1522	SACO 2006-6 [F]	CES 2006	26.65%	\$2,044		\$2,044
1523	SACO 2006-7 [Total]	CES 2006	17.72%	\$464		\$464
1524	SACO 2006-9 [A]	CES 2006	73.38%	\$516		\$516
1525	SACO 2006-9 [F]	CES 2006	73.38%	\$2,820		\$2,820
1526	SACO 2007-1 [1A]	CES 2007	73.83%	\$179		\$179
1527	SACO 2007-1 [1F]	CES 2007	73.83%	\$1,035		\$1,035
1528	SACO 2007-1 [2A]	CES 2007	73.83%	\$51		\$51
1529	SACO 2007-1 [2F]	CES 2007	73.83%	\$400		\$400
1530	SACO 2007-2 [1]	CES 2007	62.19%	\$1,272		\$1,272
1531	SACO 2007-2 [2]	CES 2007	62.19%	\$186		\$186
1532	SAIL 2005-5 [1A]	Subprime 2005	10.93%	\$14,582	CIFG	\$0
1533	SAIL 2005-5 [1F]	Subprime 2005	10.93%	\$3,142	CIFG	\$0
1534	SAIL 2005-5 [2A]	Subprime 2005	10.93%	\$17,946	CIFG	\$0
1535	SAIL 2005-5 [2F]	Subprime 2005	10.93%	\$3,025	CIFG	\$0
1536	SAIL 2005-5 [3A]	Subprime 2005	10.93%	\$14,442	CIFG	\$0
1537	SAIL 2005-5 [3F]	Subprime 2005	10.93%	\$3,146	CIFG	\$0
1538	SAIL 2005-5 [4A]	Subprime 2005	10.93%	\$18,278	CIFG	\$0
1539	SAIL 2005-5 [4F]	Subprime 2005	10.93%	\$3,139	CIFG	\$0
1540	SAIL 2005-9 [1A]	Subprime 2005	0.66%	\$1,669		\$1,669
1541	SAIL 2005-9 [1F]	Subprime 2005	0.66%	\$361		\$361
1542	SAIL 2005-9 [2A]	Subprime 2005	0.66%	\$792		\$792
1543	SAIL 2005-9 [2F]	Subprime 2005	0.66%	\$109		\$109
1544	SAIL 2005-9 [3A]	Subprime 2005	0.66%	\$3,653		\$3,653
1545	SAIL 2005-9 [3F]	Subprime 2005	0.66%	\$649		\$649
1546	SAIL 2006-2 [A]	Subprime 2006	0.78%	\$5,099		\$5,099
1547	SAIL 2006-2 [F]	Subprime 2006	0.78%	\$960		\$960
1548	SAIL 2006-3 [1A]	Subprime 2006	2.30%	\$10,918		\$10,918
1549	SAIL 2006-3 [1F]	Subprime 2006	2.30%	\$2,797		\$2,797
1550	SAIL 2006-3 [2A]	Subprime 2006	2.30%	\$4,317		\$4,317
1551	SAIL 2006-3 [2F]	Subprime 2006	2.30%	\$1,246		\$1,246
1552	SAIL 2006-3 [3A]	Subprime 2006	2.30%	\$12,467		\$12,467
1553	SAIL 2006-3 [3F]	Subprime 2006	2.30%	\$2,856		\$2,856
1554	SAMI 2003-AR1 [1]	Prime 2003	4.06%	\$306		\$306
1555	SAMI 2003-AR1 [2]	Prime 2003	4.06%	\$116		\$116
1556	SAMI 2003-AR1 [3]	Prime 2003	4.06%	\$181		\$181
1557	SAMI 2003-AR1 [4]	Prime 2003	4.06%	\$49		\$49
1558	SAMI 2003-AR1 [5]	Prime 2003	4.06%	\$27		\$27
1559	SAMI 2004-AR6 [1]	ALT-A 2004	4.25%	\$714		\$714
1560	SAMI 2004-AR6 [2]	ALT-A 2004	4.25%	\$291		\$291
1561	SAMI 2004-AR6 [3]	ALT-A 2004	4.25%	\$142		\$142
1562	SAMI 2005-AR1 [1]	ALT-A 2005	8.56%	\$3,278		\$3,278
1563	SAMI 2005-AR1 [2]	ALT-A 2005	8.56%	\$1,295		\$1,295
1564	SASC 1995-2A [1]	Prime 1999	27.89%	\$659		\$659
1565	SASC 1995-2A [2]	Prime 1999	27.89%	\$283	FGIC	\$283
1566	SASC 2001-8A [FOUR]	Prime 2001	9.00%	\$96		\$96
1567	SASC 2001-8A [ONE]	Prime 2001	9.00%	\$40		\$40

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	GMACM Claim	Insurer	GMACM Recognized Claim
1568	SASC 2001-8A [THREE]	Prime 2001	9.00%	\$18		\$18
1569	SASC 2001-8A [TWO]	Prime 2001	9.00%	\$19		\$19
1570	SASC 2001-9 [FIVED]	Prime 2001	4.50%	\$6		\$6
1571	SASC 2001-9 [FIVENR]	Prime 2001	4.50%	\$18		\$18
1572	SASC 2001-9 [FIVER]	Prime 2001	4.50%	\$0		\$0
1573	SASC 2001-9 [FOURD]	Prime 2001	4.50%	\$3	MBIA	\$0
1574	SASC 2001-9 [FOURNR]	Prime 2001	4.50%	\$39	MBIA	\$0
1575	SASC 2001-9 [FOURR]	Prime 2001	4.50%	\$2	MBIA	\$0
1576	SASC 2001-9 [ONED]	Prime 2001	4.50%	\$0	MBIA	\$0
1577	SASC 2001-9 [ONENR]	Prime 2001	4.50%	\$23	MBIA	\$0
1578	SASC 2001-9 [ONER]	Prime 2001	4.50%	\$0	MBIA	\$0
1579	SASC 2001-9 [SIXD]	Prime 2001	4.50%	\$17	MBIA	\$0
1580	SASC 2001-9 [SIXNR]	Prime 2001	4.50%	\$23	MBIA	\$0
1581	SASC 2001-9 [SIXR]	Prime 2001	4.50%	\$1	MBIA	\$0
1582	SASC 2001-9 [THREE]	Prime 2001	4.50%	\$38	MBIA	\$0
1583	SASC 2001-9 [TWNOR]	Prime 2001	4.50%	\$44	MBIA	\$0
1584	SASC 2001-9 [TWOR]	Prime 2001	4.50%	\$2	MBIA	\$0
1585	SASC 2002-12 [1]	Prime 2002	9.00%	\$252	LEHMAN (Financial Guaranty)/FHLMC (Pool Policy) - Insurer Exception	\$252
1586	SASC 2002-12 [2]	Prime 2002	9.00%	\$5,596	LEHMAN (Financial Guaranty)/FHLMC (Pool Policy) - Insurer Exception	\$5,596
1587	SASC 2002-12 [3]	Prime 2002	9.00%	\$483	LEHMAN (Financial Guaranty)/FHLMC (Pool Policy) - Insurer Exception	\$483
1588	SASC 2002-12 [4]	Prime 2002	9.00%	\$4,751	LEHMAN (Financial Guaranty)/FHLMC (Pool Policy) - Insurer Exception	\$4,751
1589	SASC 2002-4H [1]	Subprime 2002	20.87%	\$925		\$925
1590	SASC 2002-4H [2]	Subprime 2002	20.87%	\$108		\$108
1591	SASC 2005-RF1 [Total]	Subprime 2005	2.90%	\$822		\$822
1592	SASC 2005-RF2 [Total]	Subprime 2005	9.50%	\$6,817		\$6,817
1593	SASC 2005-RF4 [Total]	Subprime 2005	7.49%	\$7,184		\$7,184
1594	SASC 2005-RF6 [Total]	Subprime 2005	6.70%	\$3,115		\$3,115
1595	SASC 2005-S1 [1]	CES 2005	7.22%	\$230	United Guaranty (Pool Policy)	\$230
1596	SASC 2005-S1 [2]	CES 2005	7.22%	\$892		\$892
1597	SASC 2005-S2 [Total]	CES 2005	22.81%	\$2,494		\$2,494
1598	SASC 2005-S3 [Total]	CES 2005	39.01%	\$7,414		\$7,414
1599	SASC 2005-S4 [Total]	CES 2005	0.03%	\$3		\$3
1600	SASC 2005-S5 [Total]	CES 2005	14.25%	\$1,359		\$1,359
1601	SASC 2005-S6 [Total]	CES 2005	100.00%	\$15,605		\$15,605
1602	SASC 2005-S7 [Total]	CES 2005	86.77%	\$2,166	United Guaranty (Pool Policy)	\$2,166
1603	SASC 2006-BC2 [1A]	Subprime 2006	0.90%	\$2,379		\$2,379
1604	SASC 2006-BC2 [1F]	Subprime 2006	0.90%	\$959		\$959
1605	SASC 2006-BC2 [2A]	Subprime 2006	0.90%	\$2,452		\$2,452
1606	SASC 2006-BC2 [2F]	Subprime 2006	0.90%	\$1,083		\$1,083
1607	SASC 2006-S1 [Total]	CES 2006	4.40%	\$218		\$218
1608	SASC 2007-TC1 [A]	Subprime 2007	7.75%	\$2,910		\$2,910
1609	SASC 2007-TC1 [F]	Subprime 2007	7.75%	\$1,667		\$1,667
1610	SASC 2008-RF1 [Total]	Subprime 2008	5.00%	\$1,303		\$1,303
1611	SASCO 2002-9 [2FR]	Prime 2002	16.74%	\$24		\$24
1612	SASCO 2002-9 [2L]	Prime 2002	16.74%	\$4		\$4
1613	SASCO 2002-9 [A1-MI]	Prime 2002	16.74%	\$824		\$824
1614	SASCO 2002-9 [A1-NOMI]	Prime 2002	16.74%	\$767		\$767
1615	SASCO 2002-9 [B1-MI]	Prime 2002	16.74%	\$168		\$168
1616	SASCO 2002-9 [B1-NOMI]	Prime 2002	16.74%	\$648		\$648
1617	SASI 1993-6 [CIT1]	Prime 1999	4.50%	\$5		\$5
1618	SASI 1993-6 [CWF1]	Prime 1999	4.50%	\$6		\$6

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	GMACM Claim	Insurer	GMACM Recognized Claim
1619	SASI 1993-6 [GEC1]	Prime 1999	4.50%	\$2		\$2
1620	SASI 1993-6 [ITT2]	Prime 1999	4.50%	\$4		\$4
1621	SASI 1993-6 [ITT3]	Prime 1999	4.50%	\$8	GEMICO (Pool Policy)/FSA - Insurer Exception	\$8
1622	SASI 1993-6 [ITT4]	Prime 1999	4.50%	\$4		\$4
1623	SASI 1993-6 [ITT5]	Prime 1999	4.50%	\$2		\$2
1624	SASI 1993-6 [SASC3]	Prime 1999	4.50%	\$31	GEMICO (Pool Policy)/FSA - Insurer Exception	\$31
1625	SEMT 2004-10 [1]	Prime 2004	7.22%	\$734		\$734
1626	SEMT 2004-10 [2]	Prime 2004	7.22%	\$737		\$737
1627	SEMT 2004-11 [1]	Prime 2004	13.06%	\$1,036		\$1,036
1628	SEMT 2004-11 [2]	Prime 2004	13.06%	\$205		\$205
1629	SEMT 2004-11 [3]	Prime 2004	13.06%	\$408		\$408
1630	SEMT 2004-12 [1]	Prime 2004	14.63%	\$1,842		\$1,842
1631	SEMT 2004-12 [2]	Prime 2004	14.63%	\$1,009		\$1,009
1632	SEMT 2004-12 [3]	Prime 2004	14.63%	\$1,015		\$1,015
1633	SEMT 2004-3 [1]	Prime 2004	51.23%	\$858		\$858
1634	SEMT 2004-3 [2]	Prime 2004	51.23%	\$8,038		\$8,038
1635	SEMT 2004-4 [Total]	Prime 2004	2.82%	\$510		\$510
1636	SEMT 2004-5 [1]	Prime 2004	3.64%	\$339		\$339
1637	SEMT 2004-5 [2A]	Prime 2004	3.64%	\$88		\$88
1638	SEMT 2004-5 [2B]	Prime 2004	3.64%	\$72		\$72
1639	SEMT 2004-6 [1]	Prime 2004	0.11%	\$13		\$13
1640	SEMT 2004-6 [2A]	Prime 2004	0.11%	\$3		\$3
1641	SEMT 2004-6 [2B]	Prime 2004	0.11%	\$2		\$2
1642	SEMT 2004-6 [3]	Prime 2004	0.11%	\$5		\$5
1643	SEMT 2004-7 [1]	Prime 2004	0.79%	\$73		\$73
1644	SEMT 2004-7 [2]	Prime 2004	0.79%	\$37		\$37
1645	SEMT 2004-7 [3]	Prime 2004	0.79%	\$37		\$37
1646	SEMT 2004-8 [1A]	Prime 2004	5.38%	\$322		\$322
1647	SEMT 2004-8 [1B]	Prime 2004	5.38%	\$286		\$286
1648	SEMT 2004-8 [2]	Prime 2004	5.38%	\$697		\$697
1649	SEMT 2004-9 [1]	Prime 2004	7.42%	\$1,033		\$1,033
1650	SEMT 2004-9 [2]	Prime 2004	7.42%	\$675		\$675
1651	SEMT 2005-1 [1]	Prime 2005	23.83%	\$1,765		\$1,765
1652	SEMT 2005-1 [2]	Prime 2005	23.83%	\$592		\$592
1653	SEMT 2005-2 [1]	Prime 2005	13.15%	\$819		\$819
1654	SEMT 2005-2 [2]	Prime 2005	13.15%	\$513		\$513
1655	SEMT 2005-3 [Total]	ALT-A 2005	23.86%	\$2,931		\$2,931
1656	SEMT 2005-4 [1]	Prime 2005	2.35%	\$94		\$94
1657	SEMT 2005-4 [2]	Prime 2005	2.35%	\$106		\$106
1658	SEMT 2007-1 [1]	Prime 2007	25.14%	\$1,758		\$1,758
1659	SEMT 2007-1 [2]	Prime 2007	25.14%	\$14,948		\$14,948
1660	SEMT 2007-1 [3]	Prime 2007	25.14%	\$2,183		\$2,183
1661	SEMT 2007-1 [4]	Prime 2007	25.14%	\$3,672		\$3,672
1662	SEMT 2007-1 [5]	Prime 2007	25.14%	\$5,910		\$5,910
1663	SEMT 2007-2 [1]	Prime 2007	8.47%	\$4,857		\$4,857
1664	SEMT 2007-2 [2A]	Prime 2007	8.47%	\$1,720		\$1,720
1665	SEMT 2007-2 [2B]	Prime 2007	8.47%	\$1,330		\$1,330
1666	SEMT 2007-3 [1]	Prime 2007	27.27%	\$11,325		\$11,325
1667	SEMT 2007-3 [2A]	Prime 2007	27.27%	\$3,631		\$3,631
1668	SEMT 2007-3 [2B]	Prime 2007	27.27%	\$2,169		\$2,169
1669	SEMT 2007-3 [2C]	Prime 2007	27.27%	\$2,059		\$2,059

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	GMACM Claim	Insurer	GMACM Recognized Claim
1670	SEMT 2007-4 [1]	Prime 2007	59.37%	\$6,511		\$6,511
1671	SEMT 2007-4 [2]	Prime 2007	59.37%	\$512		\$512
1672	SEMT 2007-4 [3]	Prime 2007	59.37%	\$6,833		\$6,833
1673	SEMT 2007-4 [4]	Prime 2007	59.37%	\$3,481		\$3,481
1674	SEMT 2007-4 [5]	Prime 2007	59.37%	\$2,031		\$2,031
1675	SMART 1993-3A [1]	Prime 1999	4.50%	\$0	GEMICO (Pool Policy)	\$0
1676	SMART 1993-3A [2]	Prime 1999	4.50%	\$0	GEMICO (Pool Policy)	\$0
1677	SMART 1993-3A [3]	Prime 1999	4.50%	\$3	GEMICO (Pool Policy)/FGIC	\$3
1678	SMART 1993-6A [A]	Prime 1999	4.50%	\$0	GEMICO (Pool Policy)	\$0
1679	SMART 1993-6A [B]	Prime 1999	4.50%	\$6	FGIC/GEMICO (Pool Policy)	\$6
1680	SMSC 1992-2 [Total]	Prime 1999	8.99%	\$34	GEMICO (Pool Policy)/PMI (Pool Policy)	\$34
1681	SMSC 1992-3 [Total]	Prime 1999	43.13%	\$190	GEMICO (Pool Policy)/PMI (Pool Policy)/FSI (Pool Policy)	\$190
1682	SMSC 1992-4 [Total]	Prime 1999	44.51%	\$522	GEMICO (Pool Policy)/PMI (Pool Policy)/FSI (Pool Policy)	\$522
1683	SMSC 1992-6 [Total]	Prime 1999	47.68%	\$157	GEMICO (Pool Policy)/PMI (Pool Policy)/FSA (Pool Policy)	\$157
1684	SMSC 1994-2 [Total]	Prime 1999	26.35%	\$90		\$90
1685	Southwest Savings 1988-1 [Total]	1999	4.50%	\$1		\$1
1686	SVHE 2003-2 [1]	Subprime 2003	53.42%	\$5,317		\$5,317
1687	SVHE 2003-2 [2]	Subprime 2003	53.42%	\$2,755		\$2,755
1688	SVHE 2005-A [Total]	Subprime 2005	45.96%	\$7,273		\$7,273
1689	SVHE 2005-B [Total]	Subprime 2005	65.47%	\$11,555		\$11,555
1690	TMTS 2005-13SL [1]	Second Lien 2005	100.00%	\$884	FGIC	\$884
1691	TMTS 2005-13SL [2]	Second Lien 2005	100.00%	\$131	FGIC	\$131
1692	TMTS 2005-9HGS [1]	Second Lien 2005	100.00%	\$6,828		\$6,828
1693	TMTS 2005-9HGS [2]	Second Lien 2005	100.00%	\$1,213		\$1,213
1694	TMTS 2006-2HGS [F]	Second Lien 2006	100.00%	\$15,864	FGIC	\$15,864
1695	TMTS 2006-2HGS [H]	Second Lien 2006	100.00%	\$1,748	FGIC	\$1,748
1696	TMTS 2006-HF1 [F]	Second Lien 2006	100.00%	\$3,952		\$3,952
1697	TMTS 2006-HF1 [H]	Second Lien 2006	100.00%	\$662		\$662
1698	TRUMN 2004-1 [1]	Subprime 2004	9.00%	\$5,983		\$5,983
1699	TRUMN 2004-1 [2]	Subprime 2004	9.00%	\$304		\$304
1700	TRUMN 2005-1 [1]	Subprime 2005	9.00%	\$5,099		\$5,099
1701	TRUMN 2005-1 [2]	Subprime 2005	9.00%	\$223		\$223
1702	TRUMN 2006-1 [1A]	Subprime 2006	5.00%	\$2,045		\$2,045
1703	TRUMN 2006-1 [1F]	Subprime 2006	5.00%	\$2,646		\$2,646
1704	TRUMN 2006-1 [2]	Subprime 2006	5.00%	\$213		\$213
1705				\$17,790,612		\$15,939,445

Schedule 1R

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
2	AHM 2004-4 [1]	ALT-A 2004	14.48%	\$5,141		\$5,141
3	AHM 2004-4 [2]	ALT-A 2004	14.48%	\$11,797		\$11,797
4	AHM 2004-4 [3]	ALT-A 2004	14.48%	\$11,131		\$11,131
5	AHM 2004-4 [4]	ALT-A 2004	14.48%	\$17,976		\$17,976
6	AHM 2004-4 [5]	ALT-A 2004	14.48%	\$11,743		\$11,743
7	AHM 2004-4 [6]	ALT-A 2004	14.48%	\$7,796		\$7,796
8	AHM 2004-4 [7]	ALT-A 2004	14.48%	\$4,404	MBIA	\$0
9	BAFC 2005-3 [1]	Prime 2005	16.89%	\$2,686		\$2,686
10	BAFC 2005-3 [2A]	Prime 2005	16.89%	\$887		\$887
11	BAFC 2005-3 [2B]	Prime 2005	16.89%	\$437		\$437
12	BAFC 2005-3 [2C]	Prime 2005	16.89%	\$399		\$399
13	BAFC 2005-4 [1]	Prime 2005	6.30%	\$274	Assured Guaranty - Insurer Exception	\$274
14	BAFC 2005-4 [2]	Prime 2005	6.30%	\$474	Assured Guaranty - Insurer Exception	\$474
15	BAFC 2005-5 [1]	Prime 2005	16.22%	\$1,247		\$1,247
16	BAFC 2005-5 [2]	Prime 2005	16.22%	\$1,167		\$1,167
17	BAFC 2005-5 [3]	Prime 2005	16.22%	\$592		\$592
18	BAFC 2005-6 [1]	Prime 2005	6.36%	\$962		\$962
19	BAFC 2005-6 [2]	Prime 2005	6.36%	\$1,006		\$1,006
20	BAFC 2005-7 [1]	Prime 2005	2.11%	\$150		\$150
21	BAFC 2005-7 [2]	Prime 2005	2.11%	\$133		\$133
22	BAFC 2005-7 [3]	Prime 2005	2.11%	\$239		\$239
23	BAFC 2005-7 [4]	Prime 2005	2.11%	\$192		\$192
24	BAFC 2005-8 [1]	Prime 2005	9.20%	\$396		\$396
25	BAFC 2005-8 [2]	Prime 2005	9.20%	\$1,273		\$1,273
26	BAFC 2005-8 [3]	Prime 2005	9.20%	\$216		\$216
27	BAFC 2005-8 [4]	Prime 2005	9.20%	\$1,084		\$1,084
28	BAFC 2006-1 [1]	ALT-A 2006	13.02%	\$1,852		\$1,852
29	BAFC 2006-1 [2]	ALT-A 2006	13.02%	\$794		\$794
30	BAFC 2006-1 [3]	ALT-A 2006	13.02%	\$694		\$694
31	BAFC 2006-5 [1]	Prime 2006	5.76%	\$577		\$577
32	BAFC 2006-5 [2]	Prime 2006	5.76%	\$280		\$280
33	BAFC 2006-5 [3]	Prime 2006	5.76%	\$294		\$294
34	BAFC 2006-5 [4]	Prime 2006	5.76%	\$969		\$969
35	BALTA 2003-1 [1]	ALT-A 2003	4.50%	\$59		\$59
36	BALTA 2003-1 [2]	ALT-A 2003	4.50%	\$46		\$46
37	BALTA 2005-4 [I]	ALT-A 2005	0.03%	\$20		\$20
38	BALTA 2005-4 [II1]	ALT-A 2005	0.03%	\$11		\$11
39	BALTA 2005-4 [II2]	ALT-A 2005	0.03%	\$10		\$10
40	BALTA 2005-4 [II3]	ALT-A 2005	0.03%	\$59		\$59
41	BALTA 2005-4 [II4]	ALT-A 2005	0.03%	\$5		\$5
42	BALTA 2005-4 [II5]	ALT-A 2005	0.03%	\$3		\$3
43	BAYV 2004-C [1A]	Subprime 2004	4.00%	\$1,160		\$1,160
44	BAYV 2004-C [1F]	Subprime 2004	4.00%	\$935		\$935
45	BAYV 2004-C [1LONG_ARM]	Subprime 2004	4.00%	\$98		\$98
46	BAYV 2004-D [A]	Subprime 2004	5.00%	\$1,827		\$1,827
47	BAYV 2004-D [F]	Subprime 2004	5.00%	\$1,554		\$1,554
48	BAYV 2005-B [1]	Subprime 2005	3.97%	\$833	FGIC	\$833
49	BAYV 2005-B [2A]	Subprime 2005	3.97%	\$1,088		\$1,088

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
50	BAYV 2005-B [2F]	Subprime 2005	3.97%	\$194		\$194
51	BSARM 2005-12 [I-1]	Prime 2005	8.76%	\$2,846		\$2,846
52	BSARM 2005-12 [I-2]	Prime 2005	8.76%	\$6,221		\$6,221
53	BSARM 2005-12 [I-3]	Prime 2005	8.76%	\$2,542		\$2,542
54	BSARM 2005-12 [II-1]	Prime 2005	8.76%	\$531		\$531
55	BSARM 2005-12 [II-2]	Prime 2005	8.76%	\$1,249		\$1,249
56	BSARM 2005-12 [II-3]	Prime 2005	8.76%	\$2,497		\$2,497
57	BSARM 2005-12 [II-4]	Prime 2005	8.76%	\$374		\$374
58	BSARM 2005-12 [II-5]	Prime 2005	8.76%	\$623		\$623
59	CARR 2006-RFC1 [A_2YR]	Subprime 2006	100.00%	\$273,060		\$273,060
60	CARR 2006-RFC1 [A_3YR]	Subprime 2006	100.00%	\$46,373		\$46,373
61	CARR 2006-RFC1 [F]	Subprime 2006	100.00%	\$49,752		\$49,752
62	CARR 2007-RFC1 [1A_1]	Subprime 2007	100.00%	\$292,254		\$292,254
63	CARR 2007-RFC1 [1A_2]	Subprime 2007	100.00%	\$69,967		\$69,967
64	CARR 2007-RFC1 [2F]	Subprime 2007	100.00%	\$108,421		\$108,421
65	CMLTI 2007-AMC2 [1A_GE36]	Subprime 2007	25.68%	\$38,996		\$38,996
66	CMLTI 2007-AMC2 [1A_LE24]	Subprime 2007	25.68%	\$64,005		\$64,005
67	CMLTI 2007-AMC2 [1F]	Subprime 2007	25.68%	\$51,512		\$51,512
68	CMLTI 2007-AMC2 [2A_GE36]	Subprime 2007	25.68%	\$8,608		\$8,608
69	CMLTI 2007-AMC2 [2A_LE24]	Subprime 2007	25.68%	\$13,616		\$13,616
70	CMLTI 2007-AMC2 [2F]	Subprime 2007	25.68%	\$14,597		\$14,597
71	CMLTI 2007-AMC2 [3A_GE36]	Subprime 2007	25.68%	\$37,093		\$37,093
72	CMLTI 2007-AMC2 [3A_LE24]	Subprime 2007	25.68%	\$117,616		\$117,616
73	CMLTI 2007-AMC2 [3F]	Subprime 2007	25.68%	\$60,887		\$60,887
74	CSFB 2002-34 [FOUR]	Prime 2002	5.31%	\$593		\$593
75	CSFB 2002-34 [ONE]	Prime 2002	5.31%	\$560		\$560
76	CSFB 2002-34 [THREE]	Prime 2002	5.31%	\$1,035		\$1,035
77	CSFB 2002-34 [TWO]	Prime 2002	5.31%	\$516		\$516
78	CSFB 2002-AR33 [FIVE]	ALT-A 2002	3.62%	\$45		\$45
79	CSFB 2002-AR33 [FOUR]	ALT-A 2002	3.62%	\$13		\$13
80	CSFB 2002-AR33 [ONE]	ALT-A 2002	3.62%	\$28		\$28
81	CSFB 2002-AR33 [THREE]	ALT-A 2002	3.62%	\$141		\$141
82	CSFB 2002-AR33 [TWO]	ALT-A 2002	3.62%	\$34		\$34
83	CSFB 2003-23 [EIGHT]	Prime 2003	9.70%	\$233		\$233
84	CSFB 2003-23 [FIVE]	Prime 2003	9.70%	\$704		\$704
85	CSFB 2003-23 [FOUR]	Prime 2003	9.70%	\$428		\$428
86	CSFB 2003-23 [ONE]	Prime 2003	9.70%	\$1,648		\$1,648
87	CSFB 2003-23 [SEVEN]	Prime 2003	9.70%	\$179		\$179
88	CSFB 2003-23 [SIX]	Prime 2003	9.70%	\$546		\$546
89	CSFB 2003-23 [THREE]	Prime 2003	9.70%	\$1,437		\$1,437
90	CSFB 2003-23 [TWO]	Prime 2003	9.70%	\$778		\$778
91	DBALT 2005-AR2 [1]	ALT-A 2005	17.87%	\$4,793		\$4,793
92	DBALT 2005-AR2 [2]	ALT-A 2005	17.87%	\$2,351		\$2,351
93	DBALT 2005-AR2 [3]	ALT-A 2005	17.87%	\$2,208		\$2,208
94	DBALT 2005-AR2 [4]	ALT-A 2005	17.87%	\$4,555		\$4,555
95	DBALT 2005-AR2 [5]	ALT-A 2005	17.87%	\$3,352		\$3,352
96	DBALT 2005-AR2 [6]	ALT-A 2005	17.87%	\$1,695		\$1,695
97	DBALT 2005-AR2 [7]	ALT-A 2005	17.87%	\$1,408		\$1,408

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
98	DBALT 2007-RMP1 [A]	ALT-A 2007	100.00%	\$26,508		\$26,508
99	DBALT 2007-RMP1 [F]	ALT-A 2007	100.00%	\$78,434		\$78,434
100	DMSI 2004-5 [Total]	ALT-A 2004	38.89%	\$33,125	FGIC	\$33,125
101	FMRMT 2003-A [Total]	2003	50.00%	\$928		\$928
102	FNR 2002-66 [FIVE]	Subprime 2002	4.50%	\$1,297	FNMA/FNMA (Agency Wrap)	\$0
103	FNR 2002-66 [FOUR]	Subprime 2002	4.50%	\$1,832	FNMA/FNMA (Agency Wrap)	\$0
104	FNR 2002-66 [ONE]	Subprime 2002	4.50%	\$7,395	FNMA/FNMA (Agency Wrap)	\$0
105	GRCAP 1991-4 [Total]	Prime 1999	4.50%	\$12		\$12
106	GSAMP 2004-SD1 [Total]	Subprime 2004	0.75%	\$482		\$482
107	GSR 2005-AR7 [1]	Prime 2005	9.00%	\$749		\$749
108	GSR 2005-AR7 [2]	Prime 2005	9.00%	\$2,845		\$2,845
109	GSR 2005-AR7 [3]	Prime 2005	9.00%	\$675		\$675
110	GSR 2005-AR7 [4]	Prime 2005	9.00%	\$863		\$863
111	GSR 2005-AR7 [5]	Prime 2005	9.00%	\$926		\$926
112	GSR 2005-AR7 [6]	Prime 2005	9.00%	\$4,856		\$4,856
113	GSR 2006-AR2 [1]	Prime 2006	15.60%	\$1,127		\$1,127
114	GSR 2006-AR2 [2]	Prime 2006	15.60%	\$2,771		\$2,771
115	GSR 2006-AR2 [3]	Prime 2006	15.60%	\$4,953		\$4,953
116	GSR 2006-AR2 [4]	Prime 2006	15.60%	\$4,244		\$4,244
117	GSR 2006-AR2 [5]	Prime 2006	15.60%	\$6,389		\$6,389
118	GSR 2007-AR1 [1]	Prime 2007	15.91%	\$1,937		\$1,937
119	GSR 2007-AR1 [2]	Prime 2007	15.91%	\$28,186		\$28,186
120	GSR 2007-AR1 [3]	Prime 2007	15.91%	\$4,181		\$4,181
121	GSR 2007-AR1 [4]	Prime 2007	15.91%	\$1,583		\$1,583
122	GSR 2007-AR1 [5]	Prime 2007	15.91%	\$3,441		\$3,441
123	GSR 2007-AR1 [6]	Prime 2007	15.91%	\$2,327		\$2,327
124	GSR 2007-HEL1 [Total]	Second Lien 2007	100.00%	\$238	MBIA	\$0
125	GSRPM 2002-1A [Total]	Subprime 2002	4.50%	\$4,413	Ambac	\$4,413
126	GSRPM 2004-1 [1A]	Subprime 2004	4.50%	\$594		\$594
127	GSRPM 2004-1 [1F]	Subprime 2004	4.50%	\$1,733		\$1,733
128	GSRPM 2004-1 [2]	Subprime 2004	4.50%	\$96		\$96
129	HALO 2007-AR2 [I]	ALT-A 2007	0.33%	\$22		\$22
130	HALO 2007-AR2 [II]	ALT-A 2007	0.33%	\$196		\$196
131	HALO 2007-AR2 [III]	ALT-A 2007	0.33%	\$95		\$95
132	HALO 2007-AR2 [IV]	ALT-A 2007	0.33%	\$53		\$53
133	IMM 2002-9F [Total]	ALT-A 2002	50.00%	\$3,068		\$3,068
134	IMM 2003-2F [Total]	ALT-A 2003	50.00%	\$3,030		\$3,030
135	IMM 2003-9F [Total]	ALT-A 2003	56.09%	\$3,874		\$3,874
136	IMM 2004-10 [1A]	ALT-A 2004	46.05%	\$57,540	FGIC	\$57,540
137	IMM 2004-10 [1F]	ALT-A 2004	46.05%	\$5,185	FGIC	\$5,185
138	IMM 2004-10 [2A]	ALT-A 2004	46.05%	\$37,269	FGIC	\$37,269
139	IMM 2004-10 [2F]	ALT-A 2004	46.05%	\$3,500	FGIC	\$3,500
140	IMM 2004-10 [2S]	ALT-A 2004	46.05%	\$1,255	FGIC	\$1,255
141	IMM 2004-10 [3A]	ALT-A 2004	46.05%	\$15,003		\$15,003
142	IMM 2004-10 [3F]	ALT-A 2004	46.05%	\$723		\$723
143	IMM 2004-10 [4A]	ALT-A 2004	46.05%	\$10,344		\$10,344
144	IMM 2004-4 [1]	ALT-A 2004	8.04%	\$4,995		\$4,995
145	IMM 2004-4 [2]	ALT-A 2004	8.04%	\$957		\$957

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
146	IMM 2004-5 [1_1ST_ARM]	ALT-A 2004	2.63%	\$1,592		\$1,592
147	IMM 2004-5 [1_1ST_FIX]	ALT-A 2004	2.63%	\$99		\$99
148	IMM 2004-5 [1_2ND]	ALT-A 2004	2.63%	\$59		\$59
149	IMM 2004-5 [2]	ALT-A 2004	2.63%	\$132		\$132
150	IMM 2004-7 [1]	ALT-A 2004	50.00%	\$55,671		\$55,671
151	IMM 2004-7 [2]	ALT-A 2004	50.00%	\$36,960	AMBAC	\$36,960
152	IMM 2004-8 [1]	ALT-A 2004	46.81%	\$25,125	FGIC	\$25,125
153	IMM 2004-8 [2]	ALT-A 2004	46.81%	\$34,226	FGIC	\$34,226
154	IMM 2004-8 [3]	ALT-A 2004	46.81%	\$4,049		\$4,049
155	IMM 2005-1 [1A]	ALT-A 2005	48.73%	\$42,144		\$42,144
156	IMM 2005-1 [1F]	ALT-A 2005	48.73%	\$1,168		\$1,168
157	IMM 2005-1 [2A]	ALT-A 2005	48.73%	\$37,825		\$37,825
158	IMM 2005-1 [2F]	ALT-A 2005	48.73%	\$913		\$913
159	IMM 2005-4 [1]	ALT-A 2005	46.24%	\$129,156		\$129,156
160	IMM 2005-4 [2]	ALT-A 2005	46.24%	\$8,899		\$8,899
161	IMM 2005-8 [1]	ALT-A 2005	36.07%	\$52,574		\$52,574
162	IMM 2005-8 [2]	ALT-A 2005	36.07%	\$19,499		\$19,499
163	IMSA 2002-2 [Total]	ALT-A 2002	50.00%	\$4,590		\$4,590
164	IMSA 2003-1 [Total]	ALT-A 2003	50.00%	\$3,872		\$3,872
165	IMSA 2003-3 [Total]	ALT-A 2003	50.00%	\$8,633		\$8,633
166	IMSA 2004-1 [Total]	ALT-A 2004	50.00%	\$8,811		\$8,811
167	IMSA 2004-2 [Total]	ALT-A 2004	50.00%	\$13,746		\$13,746
168	IMSA 2006-1 [1A1]	ALT-A 2006	32.62%	\$17,477		\$17,477
169	IMSA 2006-1 [1A2_ARM]	ALT-A 2006	32.62%	\$42,215		\$42,215
170	IMSA 2006-1 [1A2_FIX]	ALT-A 2006	32.62%	\$22,733		\$22,733
171	IMSA 2006-1 [2_170]	ALT-A 2006	32.62%	\$12,778		\$12,778
172	IMSA 2006-1 [2_REG]	ALT-A 2006	32.62%	\$19,770		\$19,770
173	IMSA 2006-2 [11A2]	ALT-A 2006	34.93%	\$12,547		\$12,547
174	IMSA 2006-2 [11A3]	ALT-A 2006	34.93%	\$17,675		\$17,675
175	IMSA 2006-2 [11A5]	ALT-A 2006	34.93%	\$47,637		\$47,637
176	IMSA 2006-2 [11FIX]	ALT-A 2006	34.93%	\$1,511		\$1,511
177	IMSA 2006-2 [22REG]	ALT-A 2006	34.93%	\$23,379		\$23,379
178	IMSA 2006-2 [22SPEC]	ALT-A 2006	34.93%	\$10,440		\$10,440
179	LMT 2006-7 [1]	ALT-A 2006	0.43%	\$254		\$254
180	LMT 2006-7 [2]	ALT-A 2006	0.43%	\$486		\$486
181	LMT 2006-7 [3]	ALT-A 2006	0.43%	\$301		\$301
182	LMT 2006-7 [4]	ALT-A 2006	0.43%	\$83		\$83
183	LUM 2006-3 [I_1]	ALT-A 2006	28.35%	\$20,643		\$20,643
184	LUM 2006-3 [I_2]	ALT-A 2006	28.35%	\$19,897		\$19,897
185	LUM 2006-3 [II_1]	ALT-A 2006	28.35%	\$6,123		\$6,123
186	LUM 2006-3 [II_2]	ALT-A 2006	28.35%	\$19,036		\$19,036
187	LUM 2006-3 [II_3]	ALT-A 2006	28.35%	\$9,286		\$9,286
188	LUM 2006-5 [Total]	Pay Option ARM 2006	51.86%	\$117,475		\$117,475
189	LXS 2006-12N [1_A1]	ALT-A 2006	16.77%	\$4,146		\$4,146
190	LXS 2006-12N [1_A2]	ALT-A 2006	16.77%	\$33,752		\$33,752
191	LXS 2006-12N [1_A3]	ALT-A 2006	16.77%	\$2,499		\$2,499
192	LXS 2006-12N [1_A4]	ALT-A 2006	16.77%	\$45,968		\$45,968
193	LXS 2006-12N [1_F]	ALT-A 2006	16.77%	\$19,258		\$19,258

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
194	LXS 2006-12N [2_A1]	ALT-A 2006	16.77%	\$2,541		\$2,541
195	LXS 2006-12N [2_A2]	ALT-A 2006	16.77%	\$3,791		\$3,791
196	LXS 2006-12N [2_A3]	ALT-A 2006	16.77%	\$1,097		\$1,097
197	LXS 2006-12N [2_A4]	ALT-A 2006	16.77%	\$32,334		\$32,334
198	LXS 2006-GP1 [1]	ALT-A 2006	50.00%	\$37,662		\$37,662
199	LXS 2006-GP1 [2]	ALT-A 2006	50.00%	\$40,493		\$40,493
200	LXS 2006-GP1 [3]	ALT-A 2006	50.00%	\$83,833		\$83,833
201	LXS 2006-GP2 [1_1]	ALT-A 2006	50.00%	\$31,995		\$31,995
202	LXS 2006-GP2 [1_2]	ALT-A 2006	50.00%	\$40,471		\$40,471
203	LXS 2006-GP2 [1_3]	ALT-A 2006	50.00%	\$50,886		\$50,886
204	LXS 2006-GP2 [2_1]	ALT-A 2006	50.00%	\$11,618		\$11,618
205	LXS 2006-GP2 [2_2]	ALT-A 2006	50.00%	\$14,848		\$14,848
206	LXS 2006-GP2 [2_3]	ALT-A 2006	50.00%	\$31,808		\$31,808
207	LXS 2006-GP2 [3_1]	ALT-A 2006	50.00%	\$8,625		\$8,625
208	LXS 2006-GP2 [3_2]	ALT-A 2006	50.00%	\$9,601		\$9,601
209	LXS 2006-GP2 [3_3]	ALT-A 2006	50.00%	\$21,190		\$21,190
210	LXS 2006-GP3 [1_1]	ALT-A 2006	50.00%	\$12,385		\$12,385
211	LXS 2006-GP3 [1_2]	ALT-A 2006	50.00%	\$12,839		\$12,839
212	LXS 2006-GP3 [1_3]	ALT-A 2006	50.00%	\$32,315		\$32,315
213	LXS 2006-GP3 [2_1]	ALT-A 2006	50.00%	\$5,911		\$5,911
214	LXS 2006-GP3 [2_2]	ALT-A 2006	50.00%	\$14,213		\$14,213
215	LXS 2006-GP3 [2_3]	ALT-A 2006	50.00%	\$18,255		\$18,255
216	LXS 2006-GP3 [3_1]	ALT-A 2006	50.00%	\$25,386		\$25,386
217	LXS 2006-GP3 [3_2]	ALT-A 2006	50.00%	\$30,702		\$30,702
218	LXS 2006-GP3 [3_3]	ALT-A 2006	50.00%	\$41,661		\$41,661
219	MANA 2007-A2 [1]	ALT-A 2007	3.30%	\$4,266		\$4,266
220	MANA 2007-A2 [2]	ALT-A 2007	3.30%	\$4,340		\$4,340
221	MANA 2007-A2 [3]	ALT-A 2007	3.30%	\$10,999		\$10,999
222	MANA 2007-OAR3 [Total]	Pay Option ARM 2007	46.88%	\$96,181		\$96,181
223	MARM 2006-OA2 [1]	Pay Option ARM 2006	4.19%	\$18,858	FSA	\$0
224	MARM 2006-OA2 [2]	Pay Option ARM 2006	4.19%	\$12,218	FSA	\$0
225	MARM 2006-OA2 [3]	Pay Option ARM 2006	4.19%	\$3,129		\$3,129
226	MARM 2006-OA2 [4]	Pay Option ARM 2006	4.19%	\$14,782	FSA	\$0
227	MARM 2007-1 [11M0]	ALT-A 2007	3.27%	\$1,076		\$1,076
228	MARM 2007-1 [11M1]	ALT-A 2007	3.27%	\$1,238		\$1,238
229	MARM 2007-1 [11M2]	ALT-A 2007	3.27%	\$336		\$336
230	MARM 2007-1 [11M3]	ALT-A 2007	3.27%	\$2,881		\$2,881
231	MARM 2007-1 [11T0]	ALT-A 2007	3.27%	\$271		\$271
232	MARM 2007-1 [11T1]	ALT-A 2007	3.27%	\$89		\$89
233	MARM 2007-1 [11T2]	ALT-A 2007	3.27%	\$42		\$42
234	MARM 2007-1 [11T3]	ALT-A 2007	3.27%	\$168		\$168
235	MARM 2007-1 [12M0]	ALT-A 2007	3.27%	\$4,234	FSA	\$0
236	MARM 2007-1 [12M1]	ALT-A 2007	3.27%	\$3,687	FSA	\$0
237	MARM 2007-1 [12M2]	ALT-A 2007	3.27%	\$1,568	FSA	\$0
238	MARM 2007-1 [12M3]	ALT-A 2007	3.27%	\$6,996	FSA	\$0
239	MARM 2007-1 [12T0]	ALT-A 2007	3.27%	\$2,872	FSA	\$0
240	MARM 2007-1 [12T1]	ALT-A 2007	3.27%	\$618	FSA	\$0
241	MARM 2007-1 [12T2]	ALT-A 2007	3.27%	\$220	FSA	\$0

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
242	MARM 2007-1 [12T3]	ALT-A 2007	3.27%	\$1,356	FSA	\$0
243	MARM 2007-1 [2]	ALT-A 2007	3.27%	\$2,692		\$2,692
244	MASD 2007-1 [A]	Subprime 2007	100.00%	\$228,989		\$228,989
245	MASD 2007-1 [F]	Subprime 2007	100.00%	\$78,179		\$78,179
246	MASD 2007-2 [A]	Subprime 2007	100.00%	\$199,813		\$199,813
247	MASD 2007-2 [F]	Subprime 2007	100.00%	\$55,788		\$55,788
248	PRIME 2006-1 [Total]	ALT-A 2006	10.93%	\$6,711		\$6,711
249	RAAC 2004-RP1 [1A]	Subprime 2004	100.00%	\$35,726		\$35,726
250	RAAC 2004-RP1 [1F]	Subprime 2004	100.00%	\$28,385		\$28,385
251	RAAC 2004-RP1 [2A]	Subprime 2004	100.00%	\$26,333		\$26,333
252	RAAC 2004-RP1 [2F]	Subprime 2004	100.00%	\$30,022		\$30,022
253	RAAC 2004-SP1 [1]	ALT-A 2004	100.00%	\$15,526		\$15,526
254	RAAC 2004-SP1 [2]	ALT-A 2004	100.00%	\$8,215		\$8,215
255	RAAC 2004-SP2 [1]	Prime 2004	100.00%	\$1,805		\$1,805
256	RAAC 2004-SP2 [2]	Prime 2004	100.00%	\$5,468		\$5,468
257	RAAC 2004-SP3 [1]	ALT-A 2004	100.00%	\$11,399		\$11,399
258	RAAC 2004-SP3 [2]	ALT-A 2004	100.00%	\$13,231		\$13,231
259	RAAC 2005-RP1 [1]	Subprime 2005	100.00%	\$109,256		\$109,256
260	RAAC 2005-RP1 [2]	Subprime 2005	100.00%	\$77,423		\$77,423
261	RAAC 2005-RP2 [A]	Subprime 2005	100.00%	\$110,752		\$110,752
262	RAAC 2005-RP2 [F]	Subprime 2005	100.00%	\$93,221		\$93,221
263	RAAC 2005-RP3 [A]	Subprime 2005	100.00%	\$172,072		\$172,072
264	RAAC 2005-RP3 [F]	Subprime 2005	100.00%	\$89,675		\$89,675
265	RAAC 2005-SP1 [1]	Prime 2005	100.00%	\$4,257		\$4,257
266	RAAC 2005-SP1 [2]	Prime 2005	100.00%	\$7,094		\$7,094
267	RAAC 2005-SP1 [3]	Prime 2005	100.00%	\$3,830		\$3,830
268	RAAC 2005-SP1 [4]	Prime 2005	100.00%	\$2,755		\$2,755
269	RAAC 2005-SP2 [1A]	ALT-A 2005	100.00%	\$31,377		\$31,377
270	RAAC 2005-SP2 [1F]	ALT-A 2005	100.00%	\$11,914		\$11,914
271	RAAC 2005-SP2 [2A]	ALT-A 2005	100.00%	\$51,271		\$51,271
272	RAAC 2005-SP2 [2F]	ALT-A 2005	100.00%	\$20,965		\$20,965
273	RAAC 2005-SP3 [A]	Subprime 2005	100.00%	\$46,045		\$46,045
274	RAAC 2005-SP3 [F]	Subprime 2005	100.00%	\$45,130		\$45,130
275	RAAC 2006-RP1 [A]	Subprime 2006	100.00%	\$144,788		\$144,788
276	RAAC 2006-RP1 [F]	Subprime 2006	100.00%	\$89,174		\$89,174
277	RAAC 2006-RP2 [A]	Subprime 2006	100.00%	\$259,369		\$259,369
278	RAAC 2006-RP2 [F]	Subprime 2006	100.00%	\$128,454		\$128,454
279	RAAC 2006-RP3 [A]	Subprime 2006	100.00%	\$253,430		\$253,430
280	RAAC 2006-RP3 [F]	Subprime 2006	100.00%	\$102,109		\$102,109
281	RAAC 2006-RP4 [A]	Subprime 2006	100.00%	\$206,098		\$206,098
282	RAAC 2006-RP4 [F]	Subprime 2006	100.00%	\$113,490		\$113,490
283	RAAC 2006-SP1 [A]	Subprime 2006	100.00%	\$129,663		\$129,663
284	RAAC 2006-SP1 [F]	Subprime 2006	100.00%	\$29,405		\$29,405
285	RAAC 2006-SP2 [1F]	Subprime 2006	100.00%	\$36,528		\$36,528
286	RAAC 2006-SP2 [2F]	Subprime 2006	100.00%	\$7,727		\$7,727
287	RAAC 2006-SP2 [A]	Subprime 2006	100.00%	\$110,167		\$110,167
288	RAAC 2006-SP3 [A]	Subprime 2006	100.00%	\$70,221		\$70,221
289	RAAC 2006-SP3 [F1]	Subprime 2006	100.00%	\$35,160		\$35,160

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
290	RAAC 2006-SP3 [F2]	Subprime 2006	100.00%	\$5,171		\$5,171
291	RAAC 2006-SP4 [A]	Subprime 2006	100.00%	\$63,880		\$63,880
292	RAAC 2006-SP4 [F1]	Subprime 2006	100.00%	\$30,597		\$30,597
293	RAAC 2006-SP4 [F2]	Subprime 2006	100.00%	\$4,693		\$4,693
294	RAAC 2007-RP1 [A]	Subprime 2007	100.00%	\$189,242		\$189,242
295	RAAC 2007-RP1 [F]	Subprime 2007	100.00%	\$65,161		\$65,161
296	RAAC 2007-RP2 [A]	Subprime 2007	100.00%	\$178,970		\$178,970
297	RAAC 2007-RP2 [F]	Subprime 2007	100.00%	\$47,366		\$47,366
298	RAAC 2007-RP3 [A]	Subprime 2007	100.00%	\$199,548		\$199,548
299	RAAC 2007-RP3 [F]	Subprime 2007	100.00%	\$61,861		\$61,861
300	RAAC 2007-RP4 [A]	Subprime 2007	100.00%	\$149,199		\$149,199
301	RAAC 2007-RP4 [F]	Subprime 2007	100.00%	\$47,038		\$47,038
302	RAAC 2007-SP1 [A]	Subprime 2007	100.00%	\$54,425		\$54,425
303	RAAC 2007-SP1 [F_1]	Subprime 2007	100.00%	\$56,501		\$56,501
304	RAAC 2007-SP1 [F_2]	Subprime 2007	100.00%	\$2,442		\$2,442
305	RAAC 2007-SP2 [A]	Subprime 2007	100.00%	\$107,289		\$107,289
306	RAAC 2007-SP2 [F_1]	Subprime 2007	100.00%	\$63,156		\$63,156
307	RAAC 2007-SP2 [F_2]	Subprime 2007	100.00%	\$4,918		\$4,918
308	RAAC 2007-SP3 [A]	Subprime 2007	100.00%	\$132,067		\$132,067
309	RAAC 2007-SP3 [F]	Subprime 2007	100.00%	\$40,168		\$40,168
310	RALI 1999-QS4 [Total]	ALT-A 1999	100.00%	\$1,726		\$1,726
311	RALI 2001-QS13 [Total]	ALT-A 2001	100.00%	\$2,100		\$2,100
312	RALI 2001-QS16 [Total]	ALT-A 2001	100.00%	\$5,913		\$5,913
313	RALI 2001-QS17 [Total]	ALT-A 2001	100.00%	\$7,646	MBIA - Insurer Exception	\$7,646
314	RALI 2001-QS18 [Total]	ALT-A 2001	100.00%	\$10,300		\$10,300
315	RALI 2001-QS19 [Total]	ALT-A 2001	100.00%	\$2,906		\$2,906
316	RALI 2002-QS1 [Total]	ALT-A 2002	100.00%	\$7,874		\$7,874
317	RALI 2002-QS10 [Total]	ALT-A 2002	100.00%	\$5,121		\$5,121
318	RALI 2002-QS11 [Total]	ALT-A 2002	100.00%	\$9,818		\$9,818
319	RALI 2002-QS12 [Total]	ALT-A 2002	100.00%	\$15,554		\$15,554
320	RALI 2002-QS13 [Total]	ALT-A 2002	100.00%	\$2,801		\$2,801
321	RALI 2002-QS14 [Total]	ALT-A 2002	100.00%	\$7,157		\$7,157
322	RALI 2002-QS15 [1]	ALT-A 2002	100.00%	\$7,140		\$7,140
323	RALI 2002-QS15 [2]	ALT-A 2002	100.00%	\$7,124	MBIA - Insurer Exception	\$7,124
324	RALI 2002-QS16 [Total]	ALT-A 2002	100.00%	\$2,540		\$2,540
325	RALI 2002-QS17 [1]	ALT-A 2002	100.00%	\$9,831		\$9,831
326	RALI 2002-QS17 [2]	ALT-A 2002	100.00%	\$10,023		\$10,023
327	RALI 2002-QS18 [Total]	ALT-A 2002	100.00%	\$3,299		\$3,299
328	RALI 2002-QS19 [Total]	ALT-A 2002	100.00%	\$31,379		\$31,379
329	RALI 2002-QS2 [Total]	ALT-A 2002	100.00%	\$6,599		\$6,599
330	RALI 2002-QS3 [Total]	ALT-A 2002	100.00%	\$16,049		\$16,049
331	RALI 2002-QS4 [Total]	ALT-A 2002	100.00%	\$1,689		\$1,689
332	RALI 2002-QS5 [Total]	ALT-A 2002	100.00%	\$16,270		\$16,270
333	RALI 2002-QS6 [Total]	ALT-A 2002	100.00%	\$16,790		\$16,790
334	RALI 2002-QS7 [Total]	ALT-A 2002	100.00%	\$7,847		\$7,847
335	RALI 2002-QS8 [Total]	ALT-A 2002	100.00%	\$1,466		\$1,466
336	RALI 2002-QS9 [Total]	ALT-A 2002	100.00%	\$9,272		\$9,272
337	RALI 2003-QA1 [1]	ALT-A 2003	100.00%	\$5,622		\$5,622

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
338	RALI 2003-QA1 [2]	ALT-A 2003	100.00%	\$4,211		\$4,211
339	RALI 2003-QS1 [Total]	ALT-A 2003	100.00%	\$27,394	MBIA - Insurer Exception	\$27,394
340	RALI 2003-QS10 [Total]	ALT-A 2003	100.00%	\$26,644		\$26,644
341	RALI 2003-QS11 [Total]	ALT-A 2003	100.00%	\$38,720		\$38,720
342	RALI 2003-QS12 [Total]	ALT-A 2003	100.00%	\$4,216		\$4,216
343	RALI 2003-QS13 [Total]	ALT-A 2003	100.00%	\$34,189		\$34,189
344	RALI 2003-QS14 [Total]	ALT-A 2003	100.00%	\$3,467		\$3,467
345	RALI 2003-QS15 [Total]	ALT-A 2003	100.00%	\$32,151		\$32,151
346	RALI 2003-QS16 [Total]	ALT-A 2003	100.00%	\$5,258		\$5,258
347	RALI 2003-QS17 [1]	ALT-A 2003	100.00%	\$6,415		\$6,415
348	RALI 2003-QS17 [2]	ALT-A 2003	100.00%	\$23,142		\$23,142
349	RALI 2003-QS17 [3]	ALT-A 2003	100.00%	\$8,545		\$8,545
350	RALI 2003-QS18 [Total]	ALT-A 2003	100.00%	\$2,745		\$2,745
351	RALI 2003-QS19 [1]	ALT-A 2003	100.00%	\$9,247		\$9,247
352	RALI 2003-QS19 [2]	ALT-A 2003	100.00%	\$11,169		\$11,169
353	RALI 2003-QS19 [3]	ALT-A 2003	100.00%	\$7,372		\$7,372
354	RALI 2003-QS2 [Total]	ALT-A 2003	100.00%	\$18,273		\$18,273
355	RALI 2003-QS20 [1]	ALT-A 2003	100.00%	\$1,028		\$1,028
356	RALI 2003-QS20 [2]	ALT-A 2003	100.00%	\$3,749		\$3,749
357	RALI 2003-QS21 [Total]	ALT-A 2003	100.00%	\$23,604		\$23,604
358	RALI 2003-QS22 [Total]	ALT-A 2003	100.00%	\$14,282		\$14,282
359	RALI 2003-QS23 [Total]	ALT-A 2003	100.00%	\$3,027		\$3,027
360	RALI 2003-QS3 [Total]	ALT-A 2003	100.00%	\$2,633		\$2,633
361	RALI 2003-QS4 [Total]	ALT-A 2003	100.00%	\$18,364		\$18,364
362	RALI 2003-QS5 [Total]	ALT-A 2003	100.00%	\$7,189		\$7,189
363	RALI 2003-QS6 [Total]	ALT-A 2003	100.00%	\$15,021		\$15,021
364	RALI 2003-QS7 [Total]	ALT-A 2003	100.00%	\$13,808		\$13,808
365	RALI 2003-QS8 [Total]	ALT-A 2003	100.00%	\$16,777	MBIA - Insurer Exception	\$16,777
366	RALI 2003-QS9 [Total]	ALT-A 2003	100.00%	\$3,062		\$3,062
367	RALI 2004-QA1 [1_2YR]	ALT-A 2004	100.00%	\$1,546		\$1,546
368	RALI 2004-QA1 [1_3YR]	ALT-A 2004	100.00%	\$3,804		\$3,804
369	RALI 2004-QA1 [1_5YR]	ALT-A 2004	100.00%	\$4,680		\$4,680
370	RALI 2004-QA1 [2_2YR]	ALT-A 2004	100.00%	\$265		\$265
371	RALI 2004-QA1 [2_3YR]	ALT-A 2004	100.00%	\$1,951		\$1,951
372	RALI 2004-QA1 [2_5YR]	ALT-A 2004	100.00%	\$2,130		\$2,130
373	RALI 2004-QA2 [1]	ALT-A 2004	100.00%	\$26,995		\$26,995
374	RALI 2004-QA2 [2]	ALT-A 2004	100.00%	\$11,937		\$11,937
375	RALI 2004-QA3 [CB-I]	ALT-A 2004	100.00%	\$6,031		\$6,031
376	RALI 2004-QA3 [CB-II]	ALT-A 2004	100.00%	\$6,753		\$6,753
377	RALI 2004-QA3 [NB-I]	ALT-A 2004	100.00%	\$3,328		\$3,328
378	RALI 2004-QA3 [NB-II]	ALT-A 2004	100.00%	\$5,318		\$5,318
379	RALI 2004-QA4 [CBI]	ALT-A 2004	100.00%	\$8,529		\$8,529
380	RALI 2004-QA4 [NBI]	ALT-A 2004	100.00%	\$3,016		\$3,016
381	RALI 2004-QA4 [NBII]	ALT-A 2004	100.00%	\$10,512		\$10,512
382	RALI 2004-QA4 [NBIII]	ALT-A 2004	100.00%	\$1,118		\$1,118
383	RALI 2004-QA5 [1]	ALT-A 2004	100.00%	\$4,956		\$4,956
384	RALI 2004-QA5 [2]	ALT-A 2004	100.00%	\$3,893		\$3,893
385	RALI 2004-QA5 [3]	ALT-A 2004	100.00%	\$19,911		\$19,911

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
386	RALI 2004-QA6 [1]	ALT-A 2004	100.00%	\$15,625		\$15,625
387	RALI 2004-QA6 [2]	ALT-A 2004	100.00%	\$12,711		\$12,711
388	RALI 2004-QA6 [3]	ALT-A 2004	100.00%	\$32,930		\$32,930
389	RALI 2004-QA6 [4]	ALT-A 2004	100.00%	\$16,658		\$16,658
390	RALI 2004-QA6 [5]	ALT-A 2004	100.00%	\$13,794		\$13,794
391	RALI 2004-QA6 [6]	ALT-A 2004	100.00%	\$10,274		\$10,274
392	RALI 2004-QS1 [Total]	ALT-A 2004	100.00%	\$22,588		\$22,588
393	RALI 2004-QS10 [Total]	ALT-A 2004	100.00%	\$16,432		\$16,432
394	RALI 2004-QS11 [Total]	ALT-A 2004	100.00%	\$12,081		\$12,081
395	RALI 2004-QS12 [Total]	ALT-A 2004	100.00%	\$28,885		\$28,885
396	RALI 2004-QS13 [CB]	ALT-A 2004	100.00%	\$2,585		\$2,585
397	RALI 2004-QS13 [NB]	ALT-A 2004	100.00%	\$388		\$388
398	RALI 2004-QS14 [Total]	ALT-A 2004	100.00%	\$16,449		\$16,449
399	RALI 2004-QS15 [Total]	ALT-A 2004	100.00%	\$16,898		\$16,898
400	RALI 2004-QS16 [1]	ALT-A 2004	100.00%	\$34,217		\$34,217
401	RALI 2004-QS16 [2]	ALT-A 2004	100.00%	\$8,262		\$8,262
402	RALI 2004-QS2 [AI]	ALT-A 2004	100.00%	\$5,110		\$5,110
403	RALI 2004-QS2 [CB]	ALT-A 2004	100.00%	\$18,626		\$18,626
404	RALI 2004-QS3 [CB]	ALT-A 2004	100.00%	\$3,467		\$3,467
405	RALI 2004-QS3 [I]	ALT-A 2004	100.00%	\$359		\$359
406	RALI 2004-QS3 [II]	ALT-A 2004	100.00%	\$763		\$763
407	RALI 2004-QS4 [Total]	ALT-A 2004	100.00%	\$19,161		\$19,161
408	RALI 2004-QS5 [Total]	ALT-A 2004	100.00%	\$20,683		\$20,683
409	RALI 2004-QS6 [Total]	ALT-A 2004	100.00%	\$4,037		\$4,037
410	RALI 2004-QS7 [Total]	ALT-A 2004	100.00%	\$38,435		\$38,435
411	RALI 2004-QS8 [Total]	ALT-A 2004	100.00%	\$18,618		\$18,618
412	RALI 2004-QS9 [Total]	ALT-A 2004	100.00%	\$4,142		\$4,142
413	RALI 2005-QA1 [Total]	ALT-A 2005	100.00%	\$42,209		\$42,209
414	RALI 2005-QA10 [1]	ALT-A 2005	100.00%	\$8,842		\$8,842
415	RALI 2005-QA10 [2]	ALT-A 2005	100.00%	\$35,776		\$35,776
416	RALI 2005-QA10 [3]	ALT-A 2005	100.00%	\$93,696		\$93,696
417	RALI 2005-QA10 [4]	ALT-A 2005	100.00%	\$32,982		\$32,982
418	RALI 2005-QA11 [1]	ALT-A 2005	100.00%	\$5,903		\$5,903
419	RALI 2005-QA11 [2]	ALT-A 2005	100.00%	\$19,305		\$19,305
420	RALI 2005-QA11 [3]	ALT-A 2005	100.00%	\$14,092		\$14,092
421	RALI 2005-QA11 [4]	ALT-A 2005	100.00%	\$48,895		\$48,895
422	RALI 2005-QA11 [5]	ALT-A 2005	100.00%	\$26,203		\$26,203
423	RALI 2005-QA11 [6]	ALT-A 2005	100.00%	\$10,749		\$10,749
424	RALI 2005-QA12 [1]	ALT-A 2005	100.00%	\$20,273		\$20,273
425	RALI 2005-QA12 [2]	ALT-A 2005	100.00%	\$13,386		\$13,386
426	RALI 2005-QA12 [3]	ALT-A 2005	100.00%	\$17,307		\$17,307
427	RALI 2005-QA12 [4]	ALT-A 2005	100.00%	\$11,182		\$11,182
428	RALI 2005-QA12 [5]	ALT-A 2005	100.00%	\$11,681		\$11,681
429	RALI 2005-QA13 [1]	ALT-A 2005	100.00%	\$30,697		\$30,697
430	RALI 2005-QA13 [2]	ALT-A 2005	100.00%	\$125,662		\$125,662
431	RALI 2005-QA13 [3]	ALT-A 2005	100.00%	\$15,326		\$15,326
432	RALI 2005-QA2 [A1I]	ALT-A 2005	100.00%	\$6,769		\$6,769
433	RALI 2005-QA2 [A1II]	ALT-A 2005	100.00%	\$8,349		\$8,349

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
434	RALI 2005-QA2 [CBI]	ALT-A 2005	100.00%	\$15,783		\$15,783
435	RALI 2005-QA2 [CBII]	ALT-A 2005	100.00%	\$23,797		\$23,797
436	RALI 2005-QA2 [NBII]	ALT-A 2005	100.00%	\$9,841		\$9,841
437	RALI 2005-QA2 [NBIII]	ALT-A 2005	100.00%	\$12,513		\$12,513
438	RALI 2005-QA3 [1]	ALT-A 2005	100.00%	\$23,393		\$23,393
439	RALI 2005-QA3 [2]	ALT-A 2005	100.00%	\$15,900		\$15,900
440	RALI 2005-QA3 [3]	ALT-A 2005	100.00%	\$20,612		\$20,612
441	RALI 2005-QA3 [4]	ALT-A 2005	100.00%	\$9,969		\$9,969
442	RALI 2005-QA3 [5]	ALT-A 2005	100.00%	\$2,825		\$2,825
443	RALI 2005-QA3 [6]	ALT-A 2005	100.00%	\$1,541		\$1,541
444	RALI 2005-QA3 [7]	ALT-A 2005	100.00%	\$8,432		\$8,432
445	RALI 2005-QA3 [8]	ALT-A 2005	100.00%	\$4,674		\$4,674
446	RALI 2005-QA4 [1]	ALT-A 2005	100.00%	\$21,141		\$21,141
447	RALI 2005-QA4 [2]	ALT-A 2005	100.00%	\$14,839		\$14,839
448	RALI 2005-QA4 [3]	ALT-A 2005	100.00%	\$27,683		\$27,683
449	RALI 2005-QA4 [4]	ALT-A 2005	100.00%	\$16,288		\$16,288
450	RALI 2005-QA4 [5]	ALT-A 2005	100.00%	\$4,009		\$4,009
451	RALI 2005-QA5 [1]	ALT-A 2005	100.00%	\$9,060		\$9,060
452	RALI 2005-QA5 [2]	ALT-A 2005	100.00%	\$8,923		\$8,923
453	RALI 2005-QA6 [1]	ALT-A 2005	100.00%	\$33,022		\$33,022
454	RALI 2005-QA6 [2]	ALT-A 2005	100.00%	\$22,030		\$22,030
455	RALI 2005-QA6 [3]	ALT-A 2005	100.00%	\$26,899		\$26,899
456	RALI 2005-QA6 [4]	ALT-A 2005	100.00%	\$17,229		\$17,229
457	RALI 2005-QA6 [5]	ALT-A 2005	100.00%	\$6,423		\$6,423
458	RALI 2005-QA7 [1]	ALT-A 2005	100.00%	\$20,986		\$20,986
459	RALI 2005-QA7 [2]	ALT-A 2005	100.00%	\$75,529		\$75,529
460	RALI 2005-QA8 [1]	ALT-A 2005	100.00%	\$21,455		\$21,455
461	RALI 2005-QA8 [2]	ALT-A 2005	100.00%	\$11,588		\$11,588
462	RALI 2005-QA8 [3]	ALT-A 2005	100.00%	\$34,161		\$34,161
463	RALI 2005-QA8 [4]	ALT-A 2005	100.00%	\$14,590		\$14,590
464	RALI 2005-QA8 [5]	ALT-A 2005	100.00%	\$9,940		\$9,940
465	RALI 2005-QA8 [6]	ALT-A 2005	100.00%	\$7,200		\$7,200
466	RALI 2005-QA9 [1]	ALT-A 2005	100.00%	\$24,489		\$24,489
467	RALI 2005-QA9 [2]	ALT-A 2005	100.00%	\$12,696		\$12,696
468	RALI 2005-QA9 [3]	ALT-A 2005	100.00%	\$80,020		\$80,020
469	RALI 2005-QA9 [4]	ALT-A 2005	100.00%	\$43,548		\$43,548
470	RALI 2005-QO1 [Total]	Pay Option Arm 2005	100.00%	\$187,209		\$187,209
471	RALI 2005-QO2 [Total]	Pay Option Arm 2005	100.00%	\$115,989		\$115,989
472	RALI 2005-QO3 [Total]	Pay Option Arm 2005	100.00%	\$150,607		\$150,607
473	RALI 2005-QO4 [1]	Pay Option Arm 2005	100.00%	\$80,827		\$80,827
474	RALI 2005-QO4 [2]	Pay Option Arm 2005	100.00%	\$163,587		\$163,587
475	RALI 2005-QO5 [Total]	Pay Option Arm 2005	100.00%	\$457,420		\$457,420
476	RALI 2005-QS1 [Total]	ALT-A 2005	100.00%	\$21,883		\$21,883
477	RALI 2005-QS10 [1]	ALT-A 2005	100.00%	\$8,375		\$8,375
478	RALI 2005-QS10 [2]	ALT-A 2005	100.00%	\$10,852		\$10,852
479	RALI 2005-QS10 [3]	ALT-A 2005	100.00%	\$19,217		\$19,217
480	RALI 2005-QS11 [Total]	ALT-A 2005	100.00%	\$33,353		\$33,353
481	RALI 2005-QS12 [Total]	ALT-A 2005	100.00%	\$79,725		\$79,725

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
482	RALI 2005-QS13 [1]	ALT-A 2005	100.00%	\$54,440		\$54,440
483	RALI 2005-QS13 [2]	ALT-A 2005	100.00%	\$54,682		\$54,682
484	RALI 2005-QS14 [1]	ALT-A 2005	100.00%	\$21,593		\$21,593
485	RALI 2005-QS14 [2]	ALT-A 2005	100.00%	\$20,381		\$20,381
486	RALI 2005-QS14 [3]	ALT-A 2005	100.00%	\$59,582		\$59,582
487	RALI 2005-QS15 [1]	ALT-A 2005	100.00%	\$19,204		\$19,204
488	RALI 2005-QS15 [2]	ALT-A 2005	100.00%	\$9,740		\$9,740
489	RALI 2005-QS15 [3]	ALT-A 2005	100.00%	\$60,952		\$60,952
490	RALI 2005-QS16 [Total]	ALT-A 2005	100.00%	\$89,810		\$89,810
491	RALI 2005-QS17 [Total]	ALT-A 2005	100.00%	\$132,419		\$132,419
492	RALI 2005-QS2 [Total]	ALT-A 2005	100.00%	\$24,797		\$24,797
493	RALI 2005-QS3 [111]	ALT-A 2005	100.00%	\$13,530		\$13,530
494	RALI 2005-QS3 [2]	ALT-A 2005	100.00%	\$12,012		\$12,012
495	RALI 2005-QS3 [312]	ALT-A 2005	100.00%	\$29,396		\$29,396
496	RALI 2005-QS4 [Total]	ALT-A 2005	100.00%	\$24,839		\$24,839
497	RALI 2005-QS5 [Total]	ALT-A 2005	100.00%	\$31,485	Radian	\$0
498	RALI 2005-QS6 [Total]	ALT-A 2005	100.00%	\$39,411		\$39,411
499	RALI 2005-QS7 [1]	ALT-A 2005	100.00%	\$35,825		\$35,825
500	RALI 2005-QS7 [2]	ALT-A 2005	100.00%	\$14,311		\$14,311
501	RALI 2005-QS8 [Total]	ALT-A 2005	100.00%	\$5,943		\$5,943
502	RALI 2005-QS9 [Total]	ALT-A 2005	100.00%	\$67,038		\$67,038
503	RALI 2006-QA1 [1]	ALT-A 2006	100.00%	\$37,220		\$37,220
504	RALI 2006-QA1 [2]	ALT-A 2006	100.00%	\$124,155		\$124,155
505	RALI 2006-QA1 [3]	ALT-A 2006	100.00%	\$35,940		\$35,940
506	RALI 2006-QA10 [Total]	ALT-A 2006	100.00%	\$206,725		\$206,725
507	RALI 2006-QA11 [Total]	ALT-A 2006	100.00%	\$212,485		\$212,485
508	RALI 2006-QA2 [1]	ALT-A 2006	100.00%	\$116,045		\$116,045
509	RALI 2006-QA2 [2]	ALT-A 2006	100.00%	\$18,656		\$18,656
510	RALI 2006-QA2 [3]	ALT-A 2006	100.00%	\$13,146		\$13,146
511	RALI 2006-QA3 [Total]	ALT-A 2006	100.00%	\$146,731		\$146,731
512	RALI 2006-QA4 [1]	ALT-A 2006	100.00%	\$124,563		\$124,563
513	RALI 2006-QA5 [1]	ALT-A 2006	100.00%	\$263,144		\$263,144
514	RALI 2006-QA5 [2]	ALT-A 2006	100.00%	\$38,479		\$38,479
515	RALI 2006-QA6 [Total]	ALT-A 2006	100.00%	\$275,962		\$275,962
516	RALI 2006-QA7 [1]	ALT-A 2006	100.00%	\$110,915		\$110,915
517	RALI 2006-QA7 [2]	ALT-A 2006	100.00%	\$164,795		\$164,795
518	RALI 2006-QA8 [Total]	ALT-A 2006	100.00%	\$391,941		\$391,941
519	RALI 2006-QA9 [Total]	ALT-A 2006	100.00%	\$146,306		\$146,306
520	RALI 2006-QS1 [Total]	ALT-A 2006	100.00%	\$74,113		\$74,113
521	RALI 2006-QS10 [Total]	ALT-A 2006	100.00%	\$163,499		\$163,499
522	RALI 2006-QS11 [1]	ALT-A 2006	100.00%	\$229,859		\$229,859
523	RALI 2006-QS11 [2]	ALT-A 2006	100.00%	\$12,095		\$12,095
524	RALI 2006-QS12 [I]	ALT-A 2006	100.00%	\$49,299		\$49,299
525	RALI 2006-QS12 [II]	ALT-A 2006	100.00%	\$144,264		\$144,264
526	RALI 2006-QS13 [1]	ALT-A 2006	100.00%	\$149,677		\$149,677
527	RALI 2006-QS13 [2]	ALT-A 2006	100.00%	\$29,001		\$29,001
528	RALI 2006-QS14 [Total]	ALT-A 2006	100.00%	\$258,553		\$258,553
529	RALI 2006-QS15 [Total]	ALT-A 2006	100.00%	\$184,129		\$184,129

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
530	RALI 2006-QS16 [Total]	ALT-A 2006	100.00%	\$272,656		\$272,656
531	RALI 2006-QS17 [Total]	ALT-A 2006	100.00%	\$202,851		\$202,851
532	RALI 2006-QS18 [1]	ALT-A 2006	100.00%	\$131,283		\$131,283
533	RALI 2006-QS18 [2]	ALT-A 2006	100.00%	\$305,867		\$305,867
534	RALI 2006-QS18 [3]	ALT-A 2006	100.00%	\$42,274		\$42,274
535	RALI 2006-QS2 [1]	ALT-A 2006	100.00%	\$171,033		\$171,033
536	RALI 2006-QS2 [2]	ALT-A 2006	100.00%	\$26,396		\$26,396
537	RALI 2006-QS2 [3]	ALT-A 2006	100.00%	\$3,571		\$3,571
538	RALI 2006-QS3 [1]	ALT-A 2006	100.00%	\$132,924		\$132,924
539	RALI 2006-QS3 [2]	ALT-A 2006	100.00%	\$168,397		\$168,397
540	RALI 2006-QS4 [Total]	ALT-A 2006	100.00%	\$215,106		\$215,106
541	RALI 2006-QS5 [Total]	ALT-A 2006	100.00%	\$210,158		\$210,158
542	RALI 2006-QS6 [1]	ALT-A 2006	100.00%	\$227,700		\$227,700
543	RALI 2006-QS6 [2]	ALT-A 2006	100.00%	\$32,287		\$32,287
544	RALI 2006-QS7 [Total]	ALT-A 2006	100.00%	\$190,078		\$190,078
545	RALI 2006-QS8 [Total]	ALT-A 2006	100.00%	\$361,089		\$361,089
546	RALI 2006-QS9 [1]	ALT-A 2006	100.00%	\$146,480		\$146,480
547	RALI 2006-QS9 [2]	ALT-A 2006	100.00%	\$37,247		\$37,247
548	RALI 2007-QA1 [Total]	ALT-A 2007	100.00%	\$200,937		\$200,937
549	RALI 2007-QA2 [Total]	ALT-A 2007	100.00%	\$186,838		\$186,838
550	RALI 2007-QA3 [Total]	ALT-A 2007	100.00%	\$498,890		\$498,890
551	RALI 2007-QA4 [Total]	ALT-A 2007	100.00%	\$152,802		\$152,802
552	RALI 2007-QA5 [1]	ALT-A 2007	100.00%	\$132,875		\$132,875
553	RALI 2007-QA5 [2]	ALT-A 2007	100.00%	\$89,821		\$89,821
554	RALI 2007-QA5 [3]	ALT-A 2007	100.00%	\$27,897		\$27,897
555	RALI 2007-QS1 [1]	ALT-A 2007	100.00%	\$147,720		\$147,720
556	RALI 2007-QS1 [2]	ALT-A 2007	100.00%	\$297,924		\$297,924
557	RALI 2007-QS10 [Total]	ALT-A 2007	100.00%	\$173,468		\$173,468
558	RALI 2007-QS11 [Total]	ALT-A 2007	100.00%	\$114,477		\$114,477
559	RALI 2007-QS2 [Total]	ALT-A 2007	100.00%	\$215,179		\$215,179
560	RALI 2007-QS3 [Total]	ALT-A 2007	100.00%	\$429,222		\$429,222
561	RALI 2007-QS4 [I]	ALT-A 2007	100.00%	\$20,327		\$20,327
562	RALI 2007-QS4 [II]	ALT-A 2007	100.00%	\$79,993		\$79,993
563	RALI 2007-QS4 [III]	ALT-A 2007	100.00%	\$121,534		\$121,534
564	RALI 2007-QS4 [IV]	ALT-A 2007	100.00%	\$21,489		\$21,489
565	RALI 2007-QS4 [V]	ALT-A 2007	100.00%	\$36,469		\$36,469
566	RALI 2007-QS5 [Total]	ALT-A 2007	100.00%	\$158,754		\$158,754
567	RALI 2007-QS6 [Total]	ALT-A 2007	100.00%	\$295,237		\$295,237
568	RALI 2007-QS7 [1]	ALT-A 2007	100.00%	\$186,880		\$186,880
569	RALI 2007-QS7 [2]	ALT-A 2007	100.00%	\$96,097		\$96,097
570	RALI 2007-QS8 [Total]	ALT-A 2007	100.00%	\$234,889		\$234,889
571	RALI 2007-QS9 [Total]	ALT-A 2007	100.00%	\$268,099		\$268,099
572	RAMP 2001-RS2 [1]	Subprime 2001	100.00%	\$21,615		\$21,615
573	RAMP 2001-RS2 [2]	Subprime 2001	100.00%	\$15,529		\$15,529
574	RAMP 2002-RS2 [1]	Subprime 2002	100.00%	\$57,455	AMBAC - Insurer Exception	\$57,455
575	RAMP 2002-RS2 [2]	Subprime 2002	100.00%	\$11,582		\$11,582
576	RAMP 2002-RS3 [1]	Subprime 2002	100.00%	\$66,644		\$66,644
577	RAMP 2002-RS3 [2]	Subprime 2002	100.00%	\$21,774		\$21,774

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
578	RAMP 2002-RZ2 [Total]	Subprime 2002	100.00%	\$37,943		\$37,943
579	RAMP 2002-RZ3 [Total]	Subprime 2002	100.00%	\$64,028		\$64,028
580	RAMP 2002-SL1 [1]	Subprime 2002	100.00%	\$2,395		\$2,395
581	RAMP 2002-SL1 [2A]	Subprime 2002	100.00%	\$68		\$68
582	RAMP 2002-SL1 [2B]	Subprime 2002	100.00%	\$162		\$162
583	RAMP 2002-SL1 [2C]	Subprime 2002	100.00%	\$404		\$404
584	RAMP 2002-SL1 [2D]	Subprime 2002	100.00%	\$794		\$794
585	RAMP 2003-RS10 [1]	Subprime 2003	100.00%	\$91,773		\$91,773
586	RAMP 2003-RS10 [2A]	Subprime 2003	100.00%	\$131,465		\$131,465
587	RAMP 2003-RS10 [2B]	Subprime 2003	100.00%	\$97,968		\$97,968
588	RAMP 2003-RS7 [1]	Subprime 2003	100.00%	\$146,858	AMBAC - Insurer Exception	\$146,858
589	RAMP 2003-RS7 [2A]	Subprime 2003	100.00%	\$76,149		\$76,149
590	RAMP 2003-RS7 [2B]	Subprime 2003	100.00%	\$43,514		\$43,514
591	RAMP 2003-SL1 [1]	Subprime 2003	100.00%	\$2,187		\$2,187
592	RAMP 2003-SL1 [2]	Subprime 2003	100.00%	\$966		\$966
593	RAMP 2003-SL1 [3]	Subprime 2003	100.00%	\$14,658		\$14,658
594	RAMP 2003-SL1 [4]	Subprime 2003	100.00%	\$5,945		\$5,945
595	RAMP 2004-KR1 [1]	Subprime 2004	100.00%	\$73,469		\$73,469
596	RAMP 2004-KR1 [2]	Subprime 2004	100.00%	\$73,469		\$73,469
597	RAMP 2004-KR2 [1]	Subprime 2004	100.00%	\$32,425		\$32,425
598	RAMP 2004-KR2 [2]	Subprime 2004	100.00%	\$32,425		\$32,425
599	RAMP 2004-RS10 [1]	Subprime 2004	100.00%	\$93,898		\$93,898
600	RAMP 2004-RS10 [2]	Subprime 2004	100.00%	\$297,343		\$297,343
601	RAMP 2004-RS11 [A]	Subprime 2004	100.00%	\$232,761		\$232,761
602	RAMP 2004-RS11 [F]	Subprime 2004	100.00%	\$64,210		\$64,210
603	RAMP 2004-RS12 [1]	Subprime 2004	100.00%	\$85,896		\$85,896
604	RAMP 2004-RS12 [2]	Subprime 2004	100.00%	\$218,702		\$218,702
605	RAMP 2004-RS2 [1]	Subprime 2004	100.00%	\$77,587		\$77,587
606	RAMP 2004-RS2 [2A]	Subprime 2004	100.00%	\$108,621		\$108,621
607	RAMP 2004-RS2 [2B]	Subprime 2004	100.00%	\$60,659		\$60,659
608	RAMP 2004-RS3 [1]	Subprime 2004	100.00%	\$112,209		\$112,209
609	RAMP 2004-RS3 [2]	Subprime 2004	100.00%	\$22,442		\$22,442
610	RAMP 2004-RS4 [1]	Subprime 2004	100.00%	\$109,884		\$109,884
611	RAMP 2004-RS4 [2A]	Subprime 2004	100.00%	\$96,148		\$96,148
612	RAMP 2004-RS4 [2B]	Subprime 2004	100.00%	\$96,148		\$96,148
613	RAMP 2004-RS6 [1]	Subprime 2004	100.00%	\$78,327		\$78,327
614	RAMP 2004-RS6 [2A]	Subprime 2004	100.00%	\$136,738		\$136,738
615	RAMP 2004-RS6 [2B]	Subprime 2004	100.00%	\$46,024		\$46,024
616	RAMP 2004-RS8 [1]	Subprime 2004	100.00%	\$98,436		\$98,436
617	RAMP 2004-RS8 [2]	Subprime 2004	100.00%	\$154,686		\$154,686
618	RAMP 2004-RZ1 [1]	Subprime 2004	100.00%	\$49,836		\$49,836
619	RAMP 2004-RZ1 [2]	Subprime 2004	100.00%	\$24,535		\$24,535
620	RAMP 2004-RZ3 [1]	Subprime 2004	100.00%	\$25,473		\$25,473
621	RAMP 2004-RZ3 [2]	Subprime 2004	100.00%	\$28,472		\$28,472
622	RAMP 2004-RZ4 [A]	Subprime 2004	100.00%	\$23,415		\$23,415
623	RAMP 2004-RZ4 [F]	Subprime 2004	100.00%	\$17,561		\$17,561
624	RAMP 2004-SL1 [EIGHT]	Subprime 2004	100.00%	\$12,685		\$12,685
625	RAMP 2004-SL1 [FIVE]	Subprime 2004	100.00%	\$3,050		\$3,050

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
626	RAMP 2004-SL1 [FOUR]	Subprime 2004	100.00%	\$4,674		\$4,674
627	RAMP 2004-SL1 [NINE]	Subprime 2004	100.00%	\$2,088		\$2,088
628	RAMP 2004-SL1 [ONE]	Subprime 2004	100.00%	\$11,185		\$11,185
629	RAMP 2004-SL1 [SEVEN]	Subprime 2004	100.00%	\$15,639		\$15,639
630	RAMP 2004-SL1 [SIX]	Subprime 2004	100.00%	\$1,682		\$1,682
631	RAMP 2004-SL1 [THREE]	Subprime 2004	100.00%	\$2,843		\$2,843
632	RAMP 2004-SL1 [TWO]	Subprime 2004	100.00%	\$422		\$422
633	RAMP 2004-SL2 [1]	Subprime 2004	100.00%	\$9,169		\$9,169
634	RAMP 2004-SL2 [2]	Subprime 2004	100.00%	\$8,752		\$8,752
635	RAMP 2004-SL2 [3]	Subprime 2004	100.00%	\$14,170		\$14,170
636	RAMP 2004-SL2 [4]	Subprime 2004	100.00%	\$9,762		\$9,762
637	RAMP 2004-SL3 [1]	Subprime 2004	100.00%	\$2,569		\$2,569
638	RAMP 2004-SL3 [2]	Subprime 2004	100.00%	\$6,155		\$6,155
639	RAMP 2004-SL3 [3]	Subprime 2004	100.00%	\$4,272		\$4,272
640	RAMP 2004-SL3 [4]	Subprime 2004	100.00%	\$3,444		\$3,444
641	RAMP 2004-SL4 [1]	Subprime 2004	100.00%	\$2,670		\$2,670
642	RAMP 2004-SL4 [2]	Subprime 2004	100.00%	\$1,433		\$1,433
643	RAMP 2004-SL4 [3]	Subprime 2004	100.00%	\$3,831		\$3,831
644	RAMP 2004-SL4 [4]	Subprime 2004	100.00%	\$2,384		\$2,384
645	RAMP 2004-SL4 [5]	Subprime 2004	100.00%	\$1,969		\$1,969
646	RAMP 2005-EFC1 [1A]	Subprime 2005	100.00%	\$164,391		\$164,391
647	RAMP 2005-EFC1 [1F]	Subprime 2005	100.00%	\$16,872		\$16,872
648	RAMP 2005-EFC1 [2A]	Subprime 2005	100.00%	\$134,891		\$134,891
649	RAMP 2005-EFC1 [2F]	Subprime 2005	100.00%	\$22,233		\$22,233
650	RAMP 2005-EFC2 [A]	Subprime 2005	100.00%	\$230,103		\$230,103
651	RAMP 2005-EFC2 [F]	Subprime 2005	100.00%	\$30,031		\$30,031
652	RAMP 2005-EFC3 [1A]	Subprime 2005	100.00%	\$133,739		\$133,739
653	RAMP 2005-EFC3 [1F]	Subprime 2005	100.00%	\$9,524		\$9,524
654	RAMP 2005-EFC3 [2A]	Subprime 2005	100.00%	\$116,027		\$116,027
655	RAMP 2005-EFC3 [2F]	Subprime 2005	100.00%	\$26,977		\$26,977
656	RAMP 2005-EFC4 [A]	Subprime 2005	100.00%	\$252,917		\$252,917
657	RAMP 2005-EFC4 [F]	Subprime 2005	100.00%	\$39,713		\$39,713
658	RAMP 2005-EFC5 [A]	Subprime 2005	100.00%	\$237,531		\$237,531
659	RAMP 2005-EFC5 [F]	Subprime 2005	100.00%	\$34,431		\$34,431
660	RAMP 2005-EFC6 [1A]	Subprime 2005	100.00%	\$171,337		\$171,337
661	RAMP 2005-EFC6 [1F]	Subprime 2005	100.00%	\$27,454		\$27,454
662	RAMP 2005-EFC6 [2A]	Subprime 2005	100.00%	\$77,262		\$77,262
663	RAMP 2005-EFC6 [2F]	Subprime 2005	100.00%	\$9,811		\$9,811
664	RAMP 2005-RS1 [1]	Subprime 2005	100.00%	\$78,713		\$78,713
665	RAMP 2005-RS1 [2]	Subprime 2005	100.00%	\$228,267		\$228,267
666	RAMP 2005-RS2 [1A]	Subprime 2005	100.00%	\$148,280		\$148,280
667	RAMP 2005-RS2 [1F]	Subprime 2005	100.00%	\$26,389		\$26,389
668	RAMP 2005-RS2 [2A]	Subprime 2005	100.00%	\$52,018		\$52,018
669	RAMP 2005-RS2 [2F]	Subprime 2005	100.00%	\$15,340		\$15,340
670	RAMP 2005-RS3 [1AA]	Subprime 2005	100.00%	\$64,787		\$64,787
671	RAMP 2005-RS3 [1AF]	Subprime 2005	100.00%	\$31,216		\$31,216
672	RAMP 2005-RS3 [1BA]	Subprime 2005	100.00%	\$77,094		\$77,094
673	RAMP 2005-RS3 [1BF]	Subprime 2005	100.00%	\$18,895		\$18,895

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
674	RAMP 2005-RS3 [2]	Subprime 2005	100.00%	\$34,268		\$34,268
675	RAMP 2005-RS4 [A]	Subprime 2005	100.00%	\$137,203		\$137,203
676	RAMP 2005-RS4 [F]	Subprime 2005	100.00%	\$38,056		\$38,056
677	RAMP 2005-RS5 [1A]	Subprime 2005	100.00%	\$54,047		\$54,047
678	RAMP 2005-RS5 [1F]	Subprime 2005	100.00%	\$14,969		\$14,969
679	RAMP 2005-RS5 [2A]	Subprime 2005	100.00%	\$59,064		\$59,064
680	RAMP 2005-RS5 [2F]	Subprime 2005	100.00%	\$9,870		\$9,870
681	RAMP 2005-RS6 [1A]	Subprime 2005	100.00%	\$174,589		\$174,589
682	RAMP 2005-RS6 [1F]	Subprime 2005	100.00%	\$40,256		\$40,256
683	RAMP 2005-RS6 [2A]	Subprime 2005	100.00%	\$143,721		\$143,721
684	RAMP 2005-RS6 [2F]	Subprime 2005	100.00%	\$27,221		\$27,221
685	RAMP 2005-RS7 [A]	Subprime 2005	100.00%	\$111,079		\$111,079
686	RAMP 2005-RS7 [F]	Subprime 2005	100.00%	\$71,988		\$71,988
687	RAMP 2005-RS8 [AG5]	Subprime 2005	100.00%	\$51,002		\$51,002
688	RAMP 2005-RS8 [AL5]	Subprime 2005	100.00%	\$151,716		\$151,716
689	RAMP 2005-RS8 [F]	Subprime 2005	100.00%	\$68,419		\$68,419
690	RAMP 2005-RZ1 [A]	Subprime 2005	100.00%	\$20,873		\$20,873
691	RAMP 2005-RZ1 [F]	Subprime 2005	100.00%	\$11,095		\$11,095
692	RAMP 2005-RZ2 [1A]	Subprime 2005	100.00%	\$38,097		\$38,097
693	RAMP 2005-RZ2 [1F]	Subprime 2005	100.00%	\$9,124		\$9,124
694	RAMP 2005-RZ2 [2A]	Subprime 2005	100.00%	\$37,976		\$37,976
695	RAMP 2005-RZ2 [2F]	Subprime 2005	100.00%	\$9,245		\$9,245
696	RAMP 2005-RZ3 [A]	Subprime 2005	100.00%	\$109,061		\$109,061
697	RAMP 2005-RZ3 [F]	Subprime 2005	100.00%	\$28,535		\$28,535
698	RAMP 2005-RZ4 [A]	Subprime 2005	100.00%	\$95,731		\$95,731
699	RAMP 2005-RZ4 [F]	Subprime 2005	100.00%	\$29,128		\$29,128
700	RAMP 2005-SL1 [1]	ALT-A 2005	100.00%	\$2,852		\$2,852
701	RAMP 2005-SL1 [2]	ALT-A 2005	100.00%	\$2,132		\$2,132
702	RAMP 2005-SL1 [3]	ALT-A 2005	100.00%	\$3,080		\$3,080
703	RAMP 2005-SL1 [4]	ALT-A 2005	100.00%	\$5,776		\$5,776
704	RAMP 2005-SL1 [5]	ALT-A 2005	100.00%	\$5,307		\$5,307
705	RAMP 2005-SL1 [6]	ALT-A 2005	100.00%	\$2,638		\$2,638
706	RAMP 2005-SL1 [7]	ALT-A 2005	100.00%	\$9,567		\$9,567
707	RAMP 2005-SL2 [1]	ALT-A 2005	100.00%	\$6,333		\$6,333
708	RAMP 2005-SL2 [2]	ALT-A 2005	100.00%	\$4,513		\$4,513
709	RAMP 2005-SL2 [3]	ALT-A 2005	100.00%	\$5,386		\$5,386
710	RAMP 2005-SL2 [4]	ALT-A 2005	100.00%	\$6,347		\$6,347
711	RAMP 2005-SL2 [5]	ALT-A 2005	100.00%	\$4,940		\$4,940
712	RAMP 2006-EFC1 [A]	Subprime 2006	100.00%	\$217,597		\$217,597
713	RAMP 2006-EFC1 [F]	Subprime 2006	100.00%	\$48,157		\$48,157
714	RAMP 2006-EFC2 [A]	Subprime 2006	100.00%	\$138,253		\$138,253
715	RAMP 2006-EFC2 [F]	Subprime 2006	100.00%	\$48,326		\$48,326
716	RAMP 2006-NC1 [A]	Subprime 2006	100.00%	\$264,068		\$264,068
717	RAMP 2006-NC1 [F]	Subprime 2006	100.00%	\$66,452		\$66,452
718	RAMP 2006-NC2 [A]	Subprime 2006	100.00%	\$416,395		\$416,395
719	RAMP 2006-NC2 [F]	Subprime 2006	100.00%	\$118,081		\$118,081
720	RAMP 2006-NC3 [A]	Subprime 2006	100.00%	\$304,157		\$304,157
721	RAMP 2006-NC3 [F]	Subprime 2006	100.00%	\$92,153		\$92,153

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
722	RAMP 2006-RS1 [1A]	Subprime 2006	100.00%	\$274,903		\$274,903
723	RAMP 2006-RS1 [1F]	Subprime 2006	100.00%	\$105,388		\$105,388
724	RAMP 2006-RS1 [2A]	Subprime 2006	100.00%	\$211,218		\$211,218
725	RAMP 2006-RS1 [2F]	Subprime 2006	100.00%	\$36,137		\$36,137
726	RAMP 2006-RS2 [A]	Subprime 2006	100.00%	\$257,572		\$257,572
727	RAMP 2006-RS2 [F]	Subprime 2006	100.00%	\$175,057		\$175,057
728	RAMP 2006-RS3 [A]	Subprime 2006	100.00%	\$162,773	MGIC (Pool Policy)	\$162,773
729	RAMP 2006-RS3 [F]	Subprime 2006	100.00%	\$303,169	MGIC (Pool Policy)	\$303,169
730	RAMP 2006-RS4 [A]	Subprime 2006	100.00%	\$411,722		\$411,722
731	RAMP 2006-RS4 [F]	Subprime 2006	100.00%	\$163,369		\$163,369
732	RAMP 2006-RS5 [A]	Subprime 2006	100.00%	\$94,564		\$94,564
733	RAMP 2006-RS5 [F]	Subprime 2006	100.00%	\$136,345		\$136,345
734	RAMP 2006-RS6 [A]	Subprime 2006	100.00%	\$171,851		\$171,851
735	RAMP 2006-RS6 [F]	Subprime 2006	100.00%	\$72,924		\$72,924
736	RAMP 2006-RZ1 [A]	Subprime 2006	100.00%	\$125,774		\$125,774
737	RAMP 2006-RZ1 [F]	Subprime 2006	100.00%	\$40,660		\$40,660
738	RAMP 2006-RZ2 [A]	Subprime 2006	100.00%	\$131,467		\$131,467
739	RAMP 2006-RZ2 [F]	Subprime 2006	100.00%	\$34,394		\$34,394
740	RAMP 2006-RZ3 [A]	Subprime 2006	100.00%	\$316,280		\$316,280
741	RAMP 2006-RZ3 [F]	Subprime 2006	100.00%	\$76,134		\$76,134
742	RAMP 2006-RZ4 [A]	Subprime 2006	100.00%	\$366,180		\$366,180
743	RAMP 2006-RZ4 [F]	Subprime 2006	100.00%	\$100,162		\$100,162
744	RAMP 2006-RZ5 [A]	Subprime 2006	100.00%	\$149,305		\$149,305
745	RAMP 2006-RZ5 [F]	Subprime 2006	100.00%	\$67,874		\$67,874
746	RAMP 2007-RS1 [A]	Subprime 2007	100.00%	\$75,482		\$75,482
747	RAMP 2007-RS1 [F]	Subprime 2007	100.00%	\$251,112		\$251,112
748	RAMP 2007-RS2 [A]	Subprime 2007	100.00%	\$132,959		\$132,959
749	RAMP 2007-RS2 [F]	Subprime 2007	100.00%	\$98,983		\$98,983
750	RAMP 2007-RZ1 [A]	Subprime 2007	100.00%	\$106,841		\$106,841
751	RAMP 2007-RZ1 [F]	Subprime 2007	100.00%	\$44,384		\$44,384
752	RASC 2001-KS2 [1]	Subprime 2001	100.00%	\$196,734		\$196,734
753	RASC 2001-KS2 [2]	Subprime 2001	100.00%	\$136,621		\$136,621
754	RASC 2001-KS3 [1]	Subprime 2001	100.00%	\$181,802		\$181,802
755	RASC 2001-KS3 [2]	Subprime 2001	100.00%	\$245,968		\$245,968
756	RASC 2002-KS2 [1]	Subprime 2002	100.00%	\$69,572		\$69,572
757	RASC 2002-KS2 [2A]	Subprime 2002	100.00%	\$85,384		\$85,384
758	RASC 2002-KS2 [2B]	Subprime 2002	100.00%	\$85,384		\$85,384
759	RASC 2003-KS10 [1]	Subprime 2003	100.00%	\$72,659		\$72,659
760	RASC 2003-KS10 [2A]	Subprime 2003	100.00%	\$64,344		\$64,344
761	RASC 2003-KS10 [2B]	Subprime 2003	100.00%	\$64,347		\$64,347
762	RASC 2003-KS11 [1]	Subprime 2003	100.00%	\$76,132		\$76,132
763	RASC 2003-KS11 [2A]	Subprime 2003	100.00%	\$99,923		\$99,923
764	RASC 2003-KS11 [2B]	Subprime 2003	100.00%	\$118,956		\$118,956
765	RASC 2003-KS2 [1]	Subprime 2003	100.00%	\$271,127		\$271,127
766	RASC 2003-KS2 [2A]	Subprime 2003	100.00%	\$30,707		\$30,707
767	RASC 2003-KS2 [2B]	Subprime 2003	100.00%	\$28,655		\$28,655
768	RASC 2003-KS3 [1]	Subprime 2003	100.00%	\$52,600		\$52,600
769	RASC 2003-KS3 [2]	Subprime 2003	100.00%	\$52,600		\$52,600

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
770	RASC 2003-KS6 [1]	Subprime 2003	100.00%	\$80,951		\$80,951
771	RASC 2003-KS6 [2]	Subprime 2003	100.00%	\$39,889		\$39,889
772	RASC 2003-KS7 [1]	Subprime 2003	100.00%	\$108,714		\$108,714
773	RASC 2003-KS7 [2A]	Subprime 2003	100.00%	\$65,978		\$65,978
774	RASC 2003-KS7 [2B]	Subprime 2003	100.00%	\$50,233		\$50,233
775	RASC 2003-KS8 [1]	Subprime 2003	100.00%	\$54,952		\$54,952
776	RASC 2003-KS8 [2A]	Subprime 2003	100.00%	\$51,575		\$51,575
777	RASC 2003-KS8 [2B]	Subprime 2003	100.00%	\$51,575		\$51,575
778	RASC 2004-KS1 [1]	Subprime 2004	100.00%	\$56,396		\$56,396
779	RASC 2004-KS1 [2A]	Subprime 2004	100.00%	\$61,095		\$61,095
780	RASC 2004-KS1 [2B]	Subprime 2004	100.00%	\$61,095		\$61,095
781	RASC 2004-KS10 [1A]	Subprime 2004	100.00%	\$68,085		\$68,085
782	RASC 2004-KS10 [1F]	Subprime 2004	100.00%	\$16,601		\$16,601
783	RASC 2004-KS10 [2A]	Subprime 2004	100.00%	\$160,148		\$160,148
784	RASC 2004-KS10 [2F]	Subprime 2004	100.00%	\$16,004		\$16,004
785	RASC 2004-KS11 [1A]	Subprime 2004	100.00%	\$83,960		\$83,960
786	RASC 2004-KS11 [1F]	Subprime 2004	100.00%	\$5,570		\$5,570
787	RASC 2004-KS11 [2A]	Subprime 2004	100.00%	\$82,310		\$82,310
788	RASC 2004-KS11 [2F]	Subprime 2004	100.00%	\$7,220		\$7,220
789	RASC 2004-KS12 [1A]	Subprime 2004	100.00%	\$60,737		\$60,737
790	RASC 2004-KS12 [1F]	Subprime 2004	100.00%	\$6,182		\$6,182
791	RASC 2004-KS12 [2A]	Subprime 2004	100.00%	\$60,933		\$60,933
792	RASC 2004-KS12 [2F]	Subprime 2004	100.00%	\$5,985		\$5,985
793	RASC 2004-KS2 [1]	Subprime 2004	100.00%	\$61,126		\$61,126
794	RASC 2004-KS2 [2A]	Subprime 2004	100.00%	\$73,769		\$73,769
795	RASC 2004-KS2 [2B]	Subprime 2004	100.00%	\$73,777		\$73,777
796	RASC 2004-KS3 [1]	Subprime 2004	100.00%	\$44,340		\$44,340
797	RASC 2004-KS3 [2A]	Subprime 2004	100.00%	\$52,653		\$52,653
798	RASC 2004-KS3 [2B]	Subprime 2004	100.00%	\$52,653		\$52,653
799	RASC 2004-KS5 [1]	Subprime 2004	100.00%	\$62,989		\$62,989
800	RASC 2004-KS5 [2A]	Subprime 2004	100.00%	\$91,859		\$91,859
801	RASC 2004-KS5 [2B]	Subprime 2004	100.00%	\$91,859		\$91,859
802	RASC 2004-KS6 [1]	Subprime 2004	100.00%	\$44,587		\$44,587
803	RASC 2004-KS6 [2A]	Subprime 2004	100.00%	\$89,175		\$89,175
804	RASC 2004-KS6 [2B]	Subprime 2004	100.00%	\$89,175		\$89,175
805	RASC 2004-KS8 [1]	Subprime 2004	100.00%	\$42,743		\$42,743
806	RASC 2004-KS8 [2]	Subprime 2004	100.00%	\$85,486		\$85,486
807	RASC 2005-AHL1 [A]	Subprime 2005	100.00%	\$268,024		\$268,024
808	RASC 2005-AHL1 [F]	Subprime 2005	100.00%	\$8,421		\$8,421
809	RASC 2005-AHL2 [A]	Subprime 2005	100.00%	\$231,159		\$231,159
810	RASC 2005-AHL2 [F]	Subprime 2005	100.00%	\$49,897		\$49,897
811	RASC 2005-AHL3 [A]	Subprime 2005	100.00%	\$289,550		\$289,550
812	RASC 2005-AHL3 [F]	Subprime 2005	100.00%	\$56,710		\$56,710
813	RASC 2005-EMX1 [1A]	Subprime 2005	100.00%	\$60,049		\$60,049
814	RASC 2005-EMX1 [1F]	Subprime 2005	100.00%	\$22,817		\$22,817
815	RASC 2005-EMX1 [2A]	Subprime 2005	100.00%	\$66,320		\$66,320
816	RASC 2005-EMX1 [2F]	Subprime 2005	100.00%	\$16,545		\$16,545
817	RASC 2005-EMX2 [A]	Subprime 2005	100.00%	\$145,895		\$145,895

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
818	RASC 2005-EMX2 [F]	Subprime 2005	100.00%	\$49,289		\$49,289
819	RASC 2005-EMX3 [1A]	Subprime 2005	100.00%	\$117,266		\$117,266
820	RASC 2005-EMX3 [1F]	Subprime 2005	100.00%	\$23,601		\$23,601
821	RASC 2005-EMX3 [2A]	Subprime 2005	100.00%	\$112,690		\$112,690
822	RASC 2005-EMX3 [2F]	Subprime 2005	100.00%	\$28,078		\$28,078
823	RASC 2005-EMX4 [A]	Subprime 2005	100.00%	\$198,256		\$198,256
824	RASC 2005-EMX4 [F]	Subprime 2005	100.00%	\$44,244		\$44,244
825	RASC 2005-KS1 [1A]	Subprime 2005	100.00%	\$172,606		\$172,606
826	RASC 2005-KS1 [1F]	Subprime 2005	100.00%	\$21,576		\$21,576
827	RASC 2005-KS10 [1A]	Subprime 2005	100.00%	\$283,412		\$283,412
828	RASC 2005-KS10 [1F]	Subprime 2005	100.00%	\$41,742		\$41,742
829	RASC 2005-KS10 [2A]	Subprime 2005	100.00%	\$232,734		\$232,734
830	RASC 2005-KS10 [2F]	Subprime 2005	100.00%	\$57,850		\$57,850
831	RASC 2005-KS11 [1A]	Subprime 2005	100.00%	\$262,312		\$262,312
832	RASC 2005-KS11 [1F]	Subprime 2005	100.00%	\$59,551		\$59,551
833	RASC 2005-KS11 [2A]	Subprime 2005	100.00%	\$252,943		\$252,943
834	RASC 2005-KS11 [2F]	Subprime 2005	100.00%	\$68,663		\$68,663
835	RASC 2005-KS12 [A]	Subprime 2005	100.00%	\$412,050		\$412,050
836	RASC 2005-KS12 [F]	Subprime 2005	100.00%	\$85,476		\$85,476
837	RASC 2005-KS2 [1A]	Subprime 2005	100.00%	\$73,765		\$73,765
838	RASC 2005-KS2 [1F]	Subprime 2005	100.00%	\$7,044		\$7,044
839	RASC 2005-KS2 [2A]	Subprime 2005	100.00%	\$73,232		\$73,232
840	RASC 2005-KS2 [2F]	Subprime 2005	100.00%	\$7,677		\$7,677
841	RASC 2005-KS3 [A]	Subprime 2005	100.00%	\$106,613		\$106,613
842	RASC 2005-KS3 [F]	Subprime 2005	100.00%	\$15,891		\$15,891
843	RASC 2005-KS4 [A]	Subprime 2005	100.00%	\$99,409		\$99,409
844	RASC 2005-KS4 [F]	Subprime 2005	100.00%	\$19,197		\$19,197
845	RASC 2005-KS5 [A]	Subprime 2005	100.00%	\$114,929		\$114,929
846	RASC 2005-KS5 [F]	Subprime 2005	100.00%	\$19,064		\$19,064
847	RASC 2005-KS6 [A]	Subprime 2005	100.00%	\$190,993		\$190,993
848	RASC 2005-KS6 [F]	Subprime 2005	100.00%	\$29,500		\$29,500
849	RASC 2005-KS7 [A]	Subprime 2005	100.00%	\$134,859		\$134,859
850	RASC 2005-KS7 [F]	Subprime 2005	100.00%	\$20,615		\$20,615
851	RASC 2005-KS8 [A]	Subprime 2005	100.00%	\$433,780		\$433,780
852	RASC 2005-KS8 [F]	Subprime 2005	100.00%	\$95,983		\$95,983
853	RASC 2005-KS9 [A]	Subprime 2005	100.00%	\$149,113		\$149,113
854	RASC 2005-KS9 [F]	Subprime 2005	100.00%	\$34,593		\$34,593
855	RASC 2006-EMX1 [A]	Subprime 2006	100.00%	\$179,723		\$179,723
856	RASC 2006-EMX1 [F]	Subprime 2006	100.00%	\$49,944		\$49,944
857	RASC 2006-EMX2 [A]	Subprime 2006	100.00%	\$289,024		\$289,024
858	RASC 2006-EMX2 [F]	Subprime 2006	100.00%	\$63,771		\$63,771
859	RASC 2006-EMX3 [1A]	Subprime 2006	100.00%	\$425,144		\$425,144
860	RASC 2006-EMX3 [1F]	Subprime 2006	100.00%	\$112,059		\$112,059
861	RASC 2006-EMX4 [1A]	Subprime 2006	100.00%	\$393,736		\$393,736
862	RASC 2006-EMX4 [1F]	Subprime 2006	100.00%	\$107,743		\$107,743
863	RASC 2006-EMX5 [A]	Subprime 2006	100.00%	\$347,207		\$347,207
864	RASC 2006-EMX5 [F]	Subprime 2006	100.00%	\$105,778		\$105,778
865	RASC 2006-EMX6 [A]	Subprime 2006	100.00%	\$450,853		\$450,853

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
866	RASC 2006-EMX6 [F]	Subprime 2006	100.00%	\$109,358		\$109,358
867	RASC 2006-EMX7 [A]	Subprime 2006	100.00%	\$346,669		\$346,669
868	RASC 2006-EMX7 [F]	Subprime 2006	100.00%	\$94,414		\$94,414
869	RASC 2006-EMX8 [1A]	Subprime 2006	100.00%	\$311,775		\$311,775
870	RASC 2006-EMX8 [1F]	Subprime 2006	100.00%	\$89,584		\$89,584
871	RASC 2006-EMX8 [2A]	Subprime 2006	100.00%	\$233,249		\$233,249
872	RASC 2006-EMX8 [2F]	Subprime 2006	100.00%	\$63,931		\$63,931
873	RASC 2006-EMX9 [1A]	Subprime 2006	100.00%	\$424,201		\$424,201
874	RASC 2006-EMX9 [1F]	Subprime 2006	100.00%	\$86,596		\$86,596
875	RASC 2006-EMX9 [2A]	Subprime 2006	100.00%	\$241,378		\$241,378
876	RASC 2006-EMX9 [2F]	Subprime 2006	100.00%	\$44,896		\$44,896
877	RASC 2006-KS1 [A]	Subprime 2006	100.00%	\$335,863		\$335,863
878	RASC 2006-KS1 [F]	Subprime 2006	100.00%	\$61,498		\$61,498
879	RASC 2006-KS2 [A]	Subprime 2006	100.00%	\$388,000		\$388,000
880	RASC 2006-KS2 [F]	Subprime 2006	100.00%	\$68,378		\$68,378
881	RASC 2006-KS3 [1A]	Subprime 2006	100.00%	\$368,298		\$368,298
882	RASC 2006-KS3 [1F]	Subprime 2006	100.00%	\$95,541		\$95,541
883	RASC 2006-KS3 [2A]	Subprime 2006	100.00%	\$144,739		\$144,739
884	RASC 2006-KS3 [2F]	Subprime 2006	100.00%	\$19,739		\$19,739
885	RASC 2006-KS4 [A]	Subprime 2006	100.00%	\$313,088		\$313,088
886	RASC 2006-KS4 [F]	Subprime 2006	100.00%	\$49,029		\$49,029
887	RASC 2006-KS5 [A]	Subprime 2006	100.00%	\$231,631		\$231,631
888	RASC 2006-KS5 [F]	Subprime 2006	100.00%	\$104,295		\$104,295
889	RASC 2006-KS6 [A]	Subprime 2006	100.00%	\$213,563		\$213,563
890	RASC 2006-KS6 [F]	Subprime 2006	100.00%	\$69,188		\$69,188
891	RASC 2006-KS7 [A]	Subprime 2006	100.00%	\$226,903		\$226,903
892	RASC 2006-KS7 [F]	Subprime 2006	100.00%	\$61,311		\$61,311
893	RASC 2006-KS8 [A]	Subprime 2006	100.00%	\$246,561		\$246,561
894	RASC 2006-KS8 [F]	Subprime 2006	100.00%	\$96,075		\$96,075
895	RASC 2006-KS9 [1A]	Subprime 2006	100.00%	\$557,639		\$557,639
896	RASC 2006-KS9 [1F]	Subprime 2006	100.00%	\$201,023		\$201,023
897	RASC 2006-KS9 [2A]	Subprime 2006	100.00%	\$112,480		\$112,480
898	RASC 2006-KS9 [2F]	Subprime 2006	100.00%	\$30,256		\$30,256
899	RASC 2007-KS1 [A]	Subprime 2007	100.00%	\$159,029		\$159,029
900	RASC 2007-KS1 [F]	Subprime 2007	100.00%	\$64,691		\$64,691
901	RASC 2007-KS2 [1A]	Subprime 2007	100.00%	\$362,163		\$362,163
902	RASC 2007-KS2 [1F]	Subprime 2007	100.00%	\$128,843		\$128,843
903	RASC 2007-KS2 [2A]	Subprime 2007	100.00%	\$111,776		\$111,776
904	RASC 2007-KS2 [2F]	Subprime 2007	100.00%	\$24,658		\$24,658
905	RASC 2007-KS3 [1A]	Subprime 2007	100.00%	\$517,135		\$517,135
906	RASC 2007-KS3 [1F]	Subprime 2007	100.00%	\$209,640		\$209,640
907	RASC 2007-KS3 [2A]	Subprime 2007	100.00%	\$112,899		\$112,899
908	RASC 2007-KS3 [2F]	Subprime 2007	100.00%	\$30,917		\$30,917
909	RASC 2007-KS4 [A]	Subprime 2007	100.00%	\$107,572		\$107,572
910	RASC 2007-KS4 [F]	Subprime 2007	100.00%	\$40,347		\$40,347
911	RFMS2 1998-HI2 [Total]	CES 1999	100.00%	\$19,931		\$19,931
912	RFMS2 2002-HI4 [Total]	Second Lien 2002	100.00%	\$30,885		\$30,885
913	RFMS2 2002-HI5 [Total]	Second Lien 2003	100.00%	\$34,176		\$34,176

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
914	RFMS2 2002-HS1 [Total]	CES 2002	100.00%	\$2,969		\$2,969
915	RFMS2 2002-HS2 [Total]	CES 2002	100.00%	\$2,761		\$2,761
916	RFMS2 2003-HI1 [Total]	Second Lien 2003	100.00%	\$29,000		\$29,000
917	RFMS2 2003-HI2 [Total]	Second Lien 2003	100.00%	\$30,834		\$30,834
918	RFMS2 2003-HI4 [1]	Second Lien 2003	100.00%	\$14,311		\$14,311
919	RFMS2 2003-HI4 [2]	Second Lien 2003	100.00%	\$14,311		\$14,311
920	RFMS2 2003-HS3 [1]	CES 2003	100.00%	\$7,431	MBIA	\$0
921	RFMS2 2003-HS3 [2A]	CES 2003	100.00%	\$2,050	MBIA	\$0
922	RFMS2 2003-HS3 [2B]	CES 2003	100.00%	\$2,050	MBIA	\$0
923	RFMS2 2004-HI1 [Total]	Second Lien 2004	100.00%	\$25,768		\$25,768
924	RFMS2 2004-HS2 [1]	CES 2004	100.00%	\$7,986	MBIA	\$0
925	RFMS2 2004-HS2 [2]	CES 2004	100.00%	\$6,534	MBIA	\$0
926	RFMS2 2005-HI2 [Total]	Second Lien 2005	100.00%	\$7,778		\$7,778
927	RFMS2 2005-HI3 [Total]	Second Lien 2005	100.00%	\$3,921		\$3,921
928	RFMS2 2006-HI1 [Total]	Second Lien 2006	100.00%	\$3,249		\$3,249
929	RFMS2 2006-HI3 [Total]	Second Lien 2006	100.00%	\$3,029	FGIC	\$3,029
930	RFMS2 2006-HI4 [Total]	Second Lien 2006	100.00%	\$3,403	FGIC	\$3,403
931	RFMS2 2006-HSA1 [Total]	CES 2006	100.00%	\$4,577	FGIC	\$4,577
932	RFMS2 2006-HSA3 [Total]	Second Lien 2006	100.00%	\$927	FSA	\$0
933	RFMS2 2006-HSA4 [Total]	Second Lien 2006	100.00%	\$1,791	MBIA	\$0
934	RFMS2 2006-HSA5 [Total]	Second Lien 2006	100.00%	\$1,081	MBIA	\$0
935	RFMSI 2003-S10 [Total]	Prime 2003	100.00%	\$2,703		\$2,703
936	RFMSI 2003-S11 [Total]	Prime 2003	100.00%	\$1,785		\$1,785
937	RFMSI 2003-S12 [1]	Prime 2003	100.00%	\$2,054		\$2,054
938	RFMSI 2003-S12 [2]	Prime 2003	100.00%	\$4,320		\$4,320
939	RFMSI 2003-S12 [3]	Prime 2003	100.00%	\$1,462		\$1,462
940	RFMSI 2003-S12 [4]	Prime 2003	100.00%	\$1,473		\$1,473
941	RFMSI 2003-S13 [Total]	Prime 2003	100.00%	\$5,298	MBIA - Insurer Exception	\$5,298
942	RFMSI 2003-S14 [Total]	Prime 2003	100.00%	\$821		\$821
943	RFMSI 2003-S15 [Total]	Prime 2003	100.00%	\$302		\$302
944	RFMSI 2003-S16 [Total]	Prime 2003	100.00%	\$929		\$929
945	RFMSI 2003-S17 [Total]	Prime 2003	100.00%	\$7,252		\$7,252
946	RFMSI 2003-S18 [Total]	Prime 2003	100.00%	\$1,135		\$1,135
947	RFMSI 2003-S19 [Total]	Prime 2003	100.00%	\$2,919		\$2,919
948	RFMSI 2003-S20 [1]	Prime 2003	100.00%	\$2,116	Radian - Insurer Exception	\$2,116
949	RFMSI 2003-S20 [2]	Prime 2003	100.00%	\$1,172		\$1,172
950	RFMSI 2003-S4 [Total]	Prime 2003	100.00%	\$3,856	MBIA - Insurer Exception	\$3,856
951	RFMSI 2003-S6 [Total]	Prime 2003	100.00%	\$902		\$902
952	RFMSI 2003-S7 [Total]	Prime 2003	100.00%	\$5,501		\$5,501
953	RFMSI 2003-S9 [Total]	Prime 2003	100.00%	\$3,025		\$3,025
954	RFMSI 2004-PS1 [Total]	Prime 2004	100.00%	\$394		\$394
955	RFMSI 2004-S1 [Total]	Prime 2004	100.00%	\$3,902		\$3,902
956	RFMSI 2004-S2 [Total]	Prime 2004	100.00%	\$4,672	Radian - Insurer Exception	\$4,672
957	RFMSI 2004-S3 [Total]	Prime 2004	100.00%	\$1,409		\$1,409
958	RFMSI 2004-S4 [1]	Prime 2004	100.00%	\$3,195	MBIA - Insurer Exception	\$3,195
959	RFMSI 2004-S4 [2]	Prime 2004	100.00%	\$1,577		\$1,577
960	RFMSI 2004-S5 [1]	Prime 2004	100.00%	\$3,091		\$3,091
961	RFMSI 2004-S5 [2]	Prime 2004	100.00%	\$971		\$971

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
962	RFMSI 2004-S6 [ONE]	Prime 2004	100.00%	\$3,443		\$3,443
963	RFMSI 2004-S6 [THREE]	Prime 2004	100.00%	\$3,036		\$3,036
964	RFMSI 2004-S6 [TWO]	Prime 2004	100.00%	\$3,848		\$3,848
965	RFMSI 2004-S7 [Total]	Prime 2004	100.00%	\$1,485		\$1,485
966	RFMSI 2004-S8 [Total]	Prime 2004	100.00%	\$5,917		\$5,917
967	RFMSI 2004-S9 [1]	Prime 2004	100.00%	\$15,162		\$15,162
968	RFMSI 2004-S9 [2]	Prime 2004	100.00%	\$3,711		\$3,711
969	RFMSI 2004-SA1 [1]	Prime 2004	100.00%	\$2,031		\$2,031
970	RFMSI 2004-SA1 [2]	Prime 2004	100.00%	\$6,500		\$6,500
971	RFMSI 2004-SA1 [3]	Prime 2004	100.00%	\$1,627		\$1,627
972	RFMSI 2005-S1 [1]	Prime 2005	100.00%	\$7,171		\$7,171
973	RFMSI 2005-S1 [2]	Prime 2005	100.00%	\$5,612		\$5,612
974	RFMSI 2005-S3 [Total]	Prime 2005	100.00%	\$2,906		\$2,906
975	RFMSI 2005-S4 [Total]	Prime 2005	100.00%	\$13,423		\$13,423
976	RFMSI 2005-S5 [Total]	Prime 2005	100.00%	\$7,208	Assured Guaranty - Insurer Exception	\$7,208
977	RFMSI 2005-S6 [Total]	Prime 2005	100.00%	\$10,478		\$10,478
978	RFMSI 2005-S8 [Total]	Prime 2005	100.00%	\$22,023		\$22,023
979	RFMSI 2005-S9 [Total]	Prime 2005	100.00%	\$26,310		\$26,310
980	RFMSI 2005-SA1 [1]	Prime 2005	100.00%	\$4,061		\$4,061
981	RFMSI 2005-SA1 [2]	Prime 2005	100.00%	\$4,051		\$4,051
982	RFMSI 2005-SA1 [3]	Prime 2005	100.00%	\$7,832		\$7,832
983	RFMSI 2005-SA2 [1]	Prime 2005	100.00%	\$4,787		\$4,787
984	RFMSI 2005-SA2 [2]	Prime 2005	100.00%	\$14,136		\$14,136
985	RFMSI 2005-SA2 [3]	Prime 2005	100.00%	\$7,575		\$7,575
986	RFMSI 2005-SA2 [4]	Prime 2005	100.00%	\$2,670		\$2,670
987	RFMSI 2005-SA2 [5]	Prime 2005	100.00%	\$3,929		\$3,929
988	RFMSI 2005-SA2 [6]	Prime 2005	100.00%	\$4,767		\$4,767
989	RFMSI 2005-SA3 [1]	Prime 2005	100.00%	\$16,436		\$16,436
990	RFMSI 2005-SA3 [2]	Prime 2005	100.00%	\$23,497		\$23,497
991	RFMSI 2005-SA3 [3]	Prime 2005	100.00%	\$11,743		\$11,743
992	RFMSI 2005-SA3 [4]	Prime 2005	100.00%	\$11,740		\$11,740
993	RFMSI 2005-SA4 [I1]	Prime 2005	100.00%	\$11,499		\$11,499
994	RFMSI 2005-SA4 [I2]	Prime 2005	100.00%	\$10,620		\$10,620
995	RFMSI 2005-SA4 [I3]	Prime 2005	100.00%	\$2,178		\$2,178
996	RFMSI 2005-SA4 [II1]	Prime 2005	100.00%	\$40,885		\$40,885
997	RFMSI 2005-SA4 [II2]	Prime 2005	100.00%	\$32,159		\$32,159
998	RFMSI 2005-SA5 [1]	Prime 2005	100.00%	\$14,199		\$14,199
999	RFMSI 2005-SA5 [2]	Prime 2005	100.00%	\$22,222		\$22,222
1000	RFMSI 2005-SA5 [3]	Prime 2005	100.00%	\$11,456		\$11,456
1001	RFMSI 2006-S1 [1]	Prime 2006	100.00%	\$21,194		\$21,194
1002	RFMSI 2006-S1 [2]	Prime 2006	100.00%	\$8,419		\$8,419
1003	RFMSI 2006-S10 [1]	Prime 2006	100.00%	\$60,510		\$60,510
1004	RFMSI 2006-S10 [2]	Prime 2006	100.00%	\$23,829		\$23,829
1005	RFMSI 2006-S11 [Total]	Prime 2006	100.00%	\$55,723		\$55,723
1006	RFMSI 2006-S12 [I]	Prime 2006	100.00%	\$8,205		\$8,205
1007	RFMSI 2006-S12 [II]	Prime 2006	100.00%	\$53,189		\$53,189
1008	RFMSI 2006-S12 [III]	Prime 2006	100.00%	\$26,617		\$26,617
1009	RFMSI 2006-S2 [Total]	Prime 2006	100.00%	\$25,261		\$25,261

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
1010	RFMSI 2006-S3 [Total]	Prime 2006	100.00%	\$45,852		\$45,852
1011	RFMSI 2006-S4 [Total]	Prime 2006	100.00%	\$24,878		\$24,878
1012	RFMSI 2006-S5 [Total]	Prime 2006	100.00%	\$71,905		\$71,905
1013	RFMSI 2006-S6 [Total]	Prime 2006	100.00%	\$64,279		\$64,279
1014	RFMSI 2006-S7 [Total]	Prime 2006	100.00%	\$50,920		\$50,920
1015	RFMSI 2006-S8 [Total]	Prime 2006	100.00%	\$42,400		\$42,400
1016	RFMSI 2006-S9 [Total]	Prime 2006	100.00%	\$45,215		\$45,215
1017	RFMSI 2006-SA1 [1]	Prime 2006	100.00%	\$32,246		\$32,246
1018	RFMSI 2006-SA1 [2]	Prime 2006	100.00%	\$7,173		\$7,173
1019	RFMSI 2006-SA2 [1]	Prime 2006	100.00%	\$12,698		\$12,698
1020	RFMSI 2006-SA2 [2]	Prime 2006	100.00%	\$73,524		\$73,524
1021	RFMSI 2006-SA2 [3]	Prime 2006	100.00%	\$18,547		\$18,547
1022	RFMSI 2006-SA2 [4]	Prime 2006	100.00%	\$17,044		\$17,044
1023	RFMSI 2006-SA3 [1]	Prime 2006	100.00%	\$3,604		\$3,604
1024	RFMSI 2006-SA3 [2]	Prime 2006	100.00%	\$22,919		\$22,919
1025	RFMSI 2006-SA3 [3]	Prime 2006	100.00%	\$14,729		\$14,729
1026	RFMSI 2006-SA3 [4]	Prime 2006	100.00%	\$10,297		\$10,297
1027	RFMSI 2006-SA4 [1]	Prime 2006	100.00%	\$4,014		\$4,014
1028	RFMSI 2006-SA4 [2]	Prime 2006	100.00%	\$27,471		\$27,471
1029	RFMSI 2006-SA4 [3]	Prime 2006	100.00%	\$10,430		\$10,430
1030	RFMSI 2007-S1 [Total]	Prime 2007	100.00%	\$52,765		\$52,765
1031	RFMSI 2007-S2 [Total]	Prime 2007	100.00%	\$45,718		\$45,718
1032	RFMSI 2007-S3 [1]	Prime 2007	100.00%	\$58,229		\$58,229
1033	RFMSI 2007-S3 [2]	Prime 2007	100.00%	\$5,789		\$5,789
1034	RFMSI 2007-S4 [Total]	Prime 2007	100.00%	\$49,101		\$49,101
1035	RFMSI 2007-S5 [Total]	Prime 2007	100.00%	\$61,629		\$61,629
1036	RFMSI 2007-S6 [1]	Prime 2007	100.00%	\$51,666		\$51,666
1037	RFMSI 2007-S6 [2]	Prime 2007	100.00%	\$41,356		\$41,356
1038	RFMSI 2007-S7 [Total]	Prime 2007	100.00%	\$43,499		\$43,499
1039	RFMSI 2007-S8 [1]	Prime 2007	100.00%	\$50,687		\$50,687
1040	RFMSI 2007-S8 [2]	Prime 2007	100.00%	\$7,453		\$7,453
1041	RFMSI 2007-S9 [1]	Prime 2007	100.00%	\$18,637		\$18,637
1042	RFMSI 2007-S9 [2]	Prime 2007	100.00%	\$4,175		\$4,175
1043	RFMSI 2007-SA1 [1]	Prime 2007	100.00%	\$2,427		\$2,427
1044	RFMSI 2007-SA1 [2]	Prime 2007	100.00%	\$30,719		\$30,719
1045	RFMSI 2007-SA1 [3]	Prime 2007	100.00%	\$9,557		\$9,557
1046	RFMSI 2007-SA1 [4]	Prime 2007	100.00%	\$6,366		\$6,366
1047	RFMSI 2007-SA2 [1]	Prime 2007	100.00%	\$4,021		\$4,021
1048	RFMSI 2007-SA2 [2]	Prime 2007	100.00%	\$40,609		\$40,609
1049	RFMSI 2007-SA2 [3]	Prime 2007	100.00%	\$5,852		\$5,852
1050	RFMSI 2007-SA2 [4]	Prime 2007	100.00%	\$11,922		\$11,922
1051	RFMSI 2007-SA2 [5]	Prime 2007	100.00%	\$5,087		\$5,087
1052	RFMSI 2007-SA3 [1]	Prime 2007	100.00%	\$1,320		\$1,320
1053	RFMSI 2007-SA3 [2]	Prime 2007	100.00%	\$40,754		\$40,754
1054	RFMSI 2007-SA3 [3]	Prime 2007	100.00%	\$12,257		\$12,257
1055	RFMSI 2007-SA3 [4]	Prime 2007	100.00%	\$8,504		\$8,504
1056	RFMSI 2007-SA4 [1]	Prime 2007	100.00%	\$2,452		\$2,452
1057	RFMSI 2007-SA4 [2]	Prime 2007	100.00%	\$1,215		\$1,215

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
1058	RFMSI 2007-SA4 [3]	Prime 2007	100.00%	\$39,277		\$39,277
1059	RFMSI 2007-SA4 [4]	Prime 2007	100.00%	\$17,403		\$17,403
1060	RFMSI 2007-SA4 [5]	Prime 2007	100.00%	\$14,496		\$14,496
1061	RFSC 2001-RM2 [1]	ALT-A 2001	100.00%	\$3,453		\$3,453
1062	RFSC 2001-RM2 [2]	ALT-A 2001	100.00%	\$3,270		\$3,270
1063	RFSC 2002-RM1 [1]	ALT-A 2002	100.00%	\$2,429		\$2,429
1064	RFSC 2002-RM1 [2]	ALT-A 2002	100.00%	\$508		\$508
1065	RFSC 2002-RM1 [3]	ALT-A 2002	100.00%	\$1,078		\$1,078
1066	RFSC 2003-RM1 [Total]	Prime 2003	100.00%	\$2,806		\$2,806
1067	RFSC 2003-RM2 [ONE]	Prime 2003	100.00%	\$2,730		\$2,730
1068	RFSC 2003-RM2 [THREE]	Prime 2003	100.00%	\$1,680		\$1,680
1069	RFSC 2003-RM2 [TWO]	Prime 2003	100.00%	\$831		\$831
1070	SACO 2005-WM1 [Total]	CES 2005	20.77%	\$3,748		\$3,748
1071	SACO 2005-WM3 [Total]	CES 2005	20.77%	\$4,948		\$4,948
1072	SACO 2006-10 [Total]	CES 2006	47.57%	\$1,967		\$1,967
1073	SAIL 2005-5 [1A]	Subprime 2005	10.93%	\$14,582	CIFG	\$0
1074	SAIL 2005-5 [1F]	Subprime 2005	10.93%	\$3,142	CIFG	\$0
1075	SAIL 2005-5 [2A]	Subprime 2005	10.93%	\$17,946	CIFG	\$0
1076	SAIL 2005-5 [2F]	Subprime 2005	10.93%	\$3,025	CIFG	\$0
1077	SAIL 2005-5 [3A]	Subprime 2005	10.93%	\$14,442	CIFG	\$0
1078	SAIL 2005-5 [3F]	Subprime 2005	10.93%	\$3,146	CIFG	\$0
1079	SAIL 2005-5 [4A]	Subprime 2005	10.93%	\$18,278	CIFG	\$0
1080	SAIL 2005-5 [4F]	Subprime 2005	10.93%	\$3,139	CIFG	\$0
1081	SAIL 2005-9 [1A]	Subprime 2005	0.66%	\$1,669		\$1,669
1082	SAIL 2005-9 [1F]	Subprime 2005	0.66%	\$361		\$361
1083	SAIL 2005-9 [2A]	Subprime 2005	0.66%	\$792		\$792
1084	SAIL 2005-9 [2F]	Subprime 2005	0.66%	\$109		\$109
1085	SAIL 2005-9 [3A]	Subprime 2005	0.66%	\$3,653		\$3,653
1086	SAIL 2005-9 [3F]	Subprime 2005	0.66%	\$649		\$649
1087	SARM 2007-3 [1]	Prime 2007	2.95%	\$4,001		\$4,001
1088	SARM 2007-3 [2]	Prime 2007	2.95%	\$1,674		\$1,674
1089	SARM 2007-3 [3]	Prime 2007	2.95%	\$2,039		\$2,039
1090	SARM 2007-3 [4]	Prime 2007	2.95%	\$2,905		\$2,905
1091	SARM 2007-6 [11]	ALT-A 2007	0.75%	\$426		\$426
1092	SARM 2007-6 [12]	ALT-A 2007	0.75%	\$1,053		\$1,053
1093	SARM 2007-6 [2]	ALT-A 2007	0.75%	\$927		\$927
1094	SASC 2001-9 [FIVED]	Prime 2001	4.50%	\$6		\$6
1095	SASC 2001-9 [FIVENR]	Prime 2001	4.50%	\$18		\$18
1096	SASC 2001-9 [FIVER]	Prime 2001	4.50%	\$0		\$0
1097	SASC 2001-9 [FOURD]	Prime 2001	4.50%	\$3	MBIA	\$0
1098	SASC 2001-9 [FOURNR]	Prime 2001	4.50%	\$39	MBIA	\$0
1099	SASC 2001-9 [FOURR]	Prime 2001	4.50%	\$2	MBIA	\$0
1100	SASC 2001-9 [ONED]	Prime 2001	4.50%	\$0	MBIA	\$0
1101	SASC 2001-9 [ONENR]	Prime 2001	4.50%	\$23	MBIA	\$0
1102	SASC 2001-9 [ONER]	Prime 2001	4.50%	\$0	MBIA	\$0
1103	SASC 2001-9 [SIXD]	Prime 2001	4.50%	\$17	MBIA	\$0
1104	SASC 2001-9 [SIXNR]	Prime 2001	4.50%	\$23	MBIA	\$0
1105	SASC 2001-9 [SIXR]	Prime 2001	4.50%	\$1	MBIA	\$0

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
1106	SASC 2001-9 [THREE]	Prime 2001	4.50%	\$38	MBIA	\$0
1107	SASC 2001-9 [TWNOR]	Prime 2001	4.50%	\$44	MBIA	\$0
1108	SASC 2001-9 [TWOR]	Prime 2001	4.50%	\$2	MBIA	\$0
1109	SASC 2005-RF1 [Total]	Subprime 2005	2.90%	\$822		\$822
1110	SASC 2005-RF2 [Total]	Subprime 2005	9.50%	\$6,817		\$6,817
1111	SASC 2005-RF4 [Total]	Subprime 2005	7.49%	\$7,184		\$7,184
1112	SASC 2005-RF6 [Total]	Subprime 2005	6.70%	\$3,115		\$3,115
1113	SASC 2005-S1 [1]	CES 2005	7.22%	\$230	United Guaranty (Pool Policy)	\$230
1114	SASC 2005-S1 [2]	CES 2005	7.22%	\$892		\$892
1115	SASC 2007-TC1 [A]	Subprime 2007	7.75%	\$2,910		\$2,910
1116	SASC 2007-TC1 [F]	Subprime 2007	7.75%	\$1,667		\$1,667
1117	SASCO 2002-9 [2FR]	Prime 2002	0.90%	\$1		\$1
1118	SASCO 2002-9 [2L]	Prime 2002	0.90%	\$0		\$0
1119	SASCO 2002-9 [A1-MI]	Prime 2002	0.90%	\$44		\$44
1120	SASCO 2002-9 [A1-NOMI]	Prime 2002	0.90%	\$41		\$41
1121	SASCO 2002-9 [B1-MI]	Prime 2002	0.90%	\$9		\$9
1122	SASCO 2002-9 [B1-NOMI]	Prime 2002	0.90%	\$35		\$35
1123	SASI 1993-6 [CIT1]	Prime 1999	4.50%	\$5		\$5
1124	SASI 1993-6 [CWF1]	Prime 1999	4.50%	\$6		\$6
1125	SASI 1993-6 [GEC1]	Prime 1999	4.50%	\$2		\$2
1126	SASI 1993-6 [ITT2]	Prime 1999	4.50%	\$4		\$4
1127	SASI 1993-6 [ITT3]	Prime 1999	4.50%	\$8	GEMICO (Pool Policy)/FSA - Insurer Exception	\$8
1128	SASI 1993-6 [ITT4]	Prime 1999	4.50%	\$4		\$4
1129	SASI 1993-6 [ITT5]	Prime 1999	4.50%	\$2		\$2
1130	SASI 1993-6 [SASC3]	Prime 1999	4.50%	\$31	GEMICO (Pool Policy)/FSA - Insurer Exception	\$31
1131	SEMT 2004-10 [1]	Prime 2004	1.87%	\$190		\$190
1132	SEMT 2004-10 [2]	Prime 2004	1.87%	\$191		\$191
1133	SEMT 2004-11 [1]	Prime 2004	0.15%	\$12		\$12
1134	SEMT 2004-11 [2]	Prime 2004	0.15%	\$2		\$2
1135	SEMT 2004-11 [3]	Prime 2004	0.15%	\$5		\$5
1136	SEMT 2005-2 [1]	Prime 2005	14.64%	\$912		\$912
1137	SEMT 2005-2 [2]	Prime 2005	14.64%	\$571		\$571
1138	SEMT 2005-3 [Total]	ALT-A 2005	23.86%	\$2,931		\$2,931
1139	SMART 1993-3A [1]	Prime 1999	4.50%	\$0	GEMICO (Pool Policy)	\$0
1140	SMART 1993-3A [2]	Prime 1999	4.50%	\$0	GEMICO (Pool Policy)	\$0
1141	SMART 1993-3A [3]	Prime 1999	4.50%	\$3	GEMICO (Pool Policy)/FGIC	\$3
1142	SMART 1993-6A [A]	Prime 1999	4.50%	\$0	GEMICO (Pool Policy)	\$0
1143	SMART 1993-6A [B]	Prime 1999	4.50%	\$6	FGIC/GEMICO (Pool Policy)	\$6
1144	SMSC 1992-3 [Total]	Prime 1999	43.13%	\$190	GEMICO (Pool Policy)/PMI (Pool Policy)/FSI (Pool Policy)	\$190
1145	SMSC 1992-4 [Total]	Prime 1999	44.51%	\$522	GEMICO (Pool Policy)/PMI (Pool Policy)/FSI (Pool Policy)	\$522
1146	SMSC 1992-6 [Total]	Prime 1999	47.68%	\$157	GEMICO (Pool Policy)/PMI (Pool Policy)/FSA (Pool Policy)	\$157
1147	SMSC 1994-2 [Total]	Prime 1999	26.35%	\$90		\$90
1148	Southwest Savings 1988-1 [Total]	1999	4.50%	\$1		\$1
1149	TMTS 2005-11 [1A]	Second Lien 2005	9.00%	\$11,356		\$11,356
1150	TMTS 2005-11 [1B]	Second Lien 2005	9.00%	\$1,257		\$1,257
1151	TMTS 2005-11 [2A]	Second Lien 2005	9.00%	\$5,299		\$5,299
1152	TMTS 2005-11 [2B]	Second Lien 2005	9.00%	\$1,308		\$1,308
1153				\$60,439,273		\$60,217,472

Schedule 2G

	A	B	C	D	E	F	G	H	I
1	Name	Cohort	Net Total Collateral Losses	Debtor's Attributable Portion of Net Collateral 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 [Total]	Subprime 2004	\$10,167,719	\$10,167,719	\$5,700,828	\$2,557,664		\$2,557,664	100.00%
16	GMACM 2004-HE1 [Total]	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 [Total]	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 [Total]	Second Lien 2004	\$80,341,434	\$80,341,434	\$45,075,604	\$20,223,066	FSA	\$0	100.00%
19	GMACM 2004-HE4 [Total]	Second Lien 2004	\$92,047,687	\$92,047,687	\$51,717,576	\$23,202,971	MBIA	\$0	100.00%
20	GMACM 2004-HE5 [Total]	CES 2004	\$22,329,699	\$22,329,699	\$8,555,177	\$3,838,260	FGIC	\$3,838,260	100.00%
21	GMACM 2004-HLTV1 [1]	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 [Total]	Prime 2004	\$2,087,993	\$2,087,993	\$1,118,351	\$501,746	MBIA - Insurer Exception	\$501,746	100.00%
23	GMACM 2004-J2 [Total]	Prime 2004	\$3,228,005	\$3,228,005	\$1,669,643	\$749,082	MBIA - Insurer Exception	\$749,082	100.00%
24	GMACM 2004-J3 [Total]	Prime 2004	\$2,371,419	\$2,371,419	\$1,378,753	\$618,574		\$618,574	100.00%
25	GMACM 2004-J4 [Total]	Prime 2004	\$4,546,196	\$4,546,196	\$2,417,852	\$1,084,764		\$1,084,764	100.00%
26	GMACM 2004-J5 [Total]	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 [1]	Second Lien 2004	\$27,131,527	\$27,131,527	\$15,508,138	\$6,957,690	MBIA	\$0	100.00%
30	GMACM 2004-VF1 [2]	Second Lien 2004	\$18,333,382	\$18,333,382	\$10,601,107	\$4,756,162	MBIA	\$0	100.00%
31	GMACM 2005-AA1 [1]	ALT-A 2005	\$19,034,675	\$19,034,675	\$8,125,177	\$3,645,342		\$3,645,342	100.00%
32	GMACM 2005-AA1 [2]	ALT-A 2005	\$6,379,178	\$6,379,178	\$2,689,326	\$1,206,560		\$1,206,560	100.00%
33	GMACM 2005-AF1 [Total]	ALT-A 2005	\$20,245,375	\$20,245,375	\$8,435,517	\$3,784,575		\$3,784,575	100.00%
34	GMACM 2005-AF2 [Total]	ALT-A 2005	\$48,473,380	\$48,473,380	\$21,027,865	\$9,434,103		\$9,434,103	100.00%
35	GMACM 2005-AR1 [1]	Prime 2005	\$2,192,751	\$2,192,751	\$956,109	\$428,956		\$428,956	100.00%
36	GMACM 2005-AR1 [2]	Prime 2005	\$4,131,487	\$4,131,487	\$1,998,016	\$896,405		\$896,405	100.00%
37	GMACM 2005-AR1 [3]	Prime 2005	\$5,680,616	\$5,680,616	\$2,940,235	\$1,319,130		\$1,319,130	100.00%
38	GMACM 2005-AR1 [4]	Prime 2005	\$558,393	\$558,393	\$318,927	\$143,086		\$143,086	100.00%
39	GMACM 2005-AR1 [5]	Prime 2005	\$2,369,547	\$2,369,547	\$1,328,150	\$595,872		\$595,872	100.00%
40	GMACM 2005-AR2 [1]	Prime 2005	\$1,753,754	\$1,753,754	\$831,946	\$373,251		\$373,251	100.00%
41	GMACM 2005-AR2 [2]	Prime 2005	\$16,431,574	\$16,431,574	\$8,104,170	\$3,635,917		\$3,635,917	100.00%
42	GMACM 2005-AR2 [3]	Prime 2005	\$1,762,743	\$1,762,743	\$894,807	\$401,453		\$401,453	100.00%

	A	B	C	D	E	F	G	H	I
1	Name	Cohort	Net Total Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	GMACM Claim	Insurer	GMACM Recognized Claim	GMACM Seller %
43	GMACM 2005-AR2 [4]	Prime 2005	\$4,108,235	\$4,108,235	\$2,184,420	\$980,035		\$980,035	100.00%
44	GMACM 2005-AR3 [1]	Prime 2005	\$1,356,862	\$1,356,862	\$629,106	\$282,247		\$282,247	100.00%
45	GMACM 2005-AR3 [2]	Prime 2005	\$7,608,625	\$7,608,625	\$3,637,958	\$1,632,161		\$1,632,161	100.00%
46	GMACM 2005-AR3 [3]	Prime 2005	\$8,876,679	\$8,876,679	\$4,561,903	\$2,046,687		\$2,046,687	100.00%
47	GMACM 2005-AR3 [4]	Prime 2005	\$3,699,520	\$3,699,520	\$1,906,814	\$855,488		\$855,488	100.00%
48	GMACM 2005-AR3 [5]	Prime 2005	\$4,354,598	\$4,354,598	\$2,351,603	\$1,055,041		\$1,055,041	100.00%
49	GMACM 2005-AR4 [1]	Prime 2005	\$1,110,041	\$1,110,041	\$494,117	\$221,684		\$221,684	100.00%
50	GMACM 2005-AR4 [2]	Prime 2005	\$4,329,496	\$4,329,496	\$2,035,432	\$913,192		\$913,192	100.00%
51	GMACM 2005-AR4 [3]	Prime 2005	\$11,070,297	\$11,070,297	\$5,378,449	\$2,413,029		\$2,413,029	100.00%
52	GMACM 2005-AR4 [4]	Prime 2005	\$2,369,820	\$2,369,820	\$1,253,732	\$562,484		\$562,484	100.00%
53	GMACM 2005-AR4 [5]	Prime 2005	\$3,387,889	\$3,387,889	\$1,826,907	\$819,638		\$819,638	100.00%
54	GMACM 2005-AR5 [1]	Prime 2005	\$2,354,835	\$2,354,835	\$1,092,864	\$490,311		\$490,311	100.00%
55	GMACM 2005-AR5 [2]	Prime 2005	\$6,399,212	\$6,399,212	\$2,999,445	\$1,345,694		\$1,345,694	100.00%
56	GMACM 2005-AR5 [3]	Prime 2005	\$12,943,405	\$12,943,405	\$6,530,963	\$2,930,101		\$2,930,101	100.00%
57	GMACM 2005-AR5 [4]	Prime 2005	\$5,542,512	\$5,542,512	\$2,855,981	\$1,281,329		\$1,281,329	100.00%
58	GMACM 2005-AR5 [5]	Prime 2005	\$9,239,127	\$9,239,127	\$4,901,424	\$2,199,013		\$2,199,013	100.00%
59	GMACM 2005-AR6 [1]	Prime 2005	\$3,686,392	\$3,686,392	\$1,775,293	\$796,481		\$796,481	100.00%
60	GMACM 2005-AR6 [2]	Prime 2005	\$20,391,512	\$20,391,512	\$9,600,732	\$4,307,346		\$4,307,346	100.00%
61	GMACM 2005-AR6 [3]	Prime 2005	\$8,117,086	\$8,117,086	\$4,133,890	\$1,854,660		\$1,854,660	100.00%
62	GMACM 2005-AR6 [4]	Prime 2005	\$12,402,357	\$12,402,357	\$6,700,126	\$3,005,996		\$3,005,996	100.00%
63	GMACM 2005-HE1 [Total]	Second Lien 2005	\$147,193,604	\$147,193,604	\$82,211,019	\$36,883,785	FGIC	\$36,883,785	100.00%
64	GMACM 2005-HE2 [Total]	CES 2005	\$55,803,093	\$55,803,093	\$21,407,615	\$9,604,477	FGIC	\$9,604,477	100.00%
65	GMACM 2005-HE3 [Total]	Second Lien 2005	\$134,006,819	\$134,006,819	\$76,038,432	\$34,114,467	AMBAC	\$34,114,467	100.00%
66	GMACM 2005-J1 [Total]	Prime 2005	\$15,446,805	\$15,446,805	\$7,838,299	\$3,516,635		\$3,516,635	100.00%
67	GMACM 2006-AR1 [1]	Prime 2006	\$30,785,688	\$30,785,688	\$11,171,432	\$5,012,037		\$5,012,037	100.00%
68	GMACM 2006-AR1 [2]	Prime 2006	\$10,881,907	\$10,881,907	\$3,925,797	\$1,761,300		\$1,761,300	100.00%
69	GMACM 2006-AR1 [3]	Prime 2006	\$8,860,241	\$8,860,241	\$3,174,901	\$1,424,412		\$1,424,412	100.00%
70	GMACM 2006-AR2 [1]	Prime 2006	\$1,922,838	\$1,922,838	\$698,261	\$313,273		\$313,273	100.00%
71	GMACM 2006-AR2 [2]	Prime 2006	\$21,724,017	\$21,724,017	\$7,876,429	\$3,533,742		\$3,533,742	100.00%
72	GMACM 2006-AR2 [3]	Prime 2006	\$7,447,843	\$7,447,843	\$2,709,007	\$1,215,390		\$1,215,390	100.00%
73	GMACM 2006-AR2 [4]	Prime 2006	\$3,250,542	\$3,250,542	\$1,165,581	\$522,935		\$522,935	100.00%
74	GMACM 2006-AR2 [5]	Prime 2006	\$5,228,500	\$5,228,500	\$1,871,052	\$839,443		\$839,443	100.00%
75	GMACM 2006-HE1 [F]	Second Lien 2006	\$137,295,455	\$137,295,455	\$67,757,341	\$30,399,175	FGIC	\$30,399,175	100.00%
76	GMACM 2006-HE1 [H]	Second Lien 2006	\$235,105,365	\$235,105,365	\$116,089,342	\$52,083,216	FGIC	\$52,083,216	100.00%
77	GMACM 2006-HE2 [Total]	CES 2006	\$95,580,483	\$95,580,483	\$50,389,127	\$22,606,966	FGIC	\$22,606,966	100.00%
78	GMACM 2006-HE3 [Total]	CES 2006	\$166,732,648	\$166,732,648	\$88,110,893	\$39,530,749	FGIC	\$39,530,749	100.00%
79	GMACM 2006-HE4 [Total]	Second Lien 2006	\$157,062,316	\$157,062,316	\$77,618,563	\$34,823,390	MBIA	\$0	100.00%
80	GMACM 2006-HE5 [1]	CES 2006	\$151,469,850	\$151,469,850	\$80,315,827	\$36,033,511	FGIC	\$36,033,511	100.00%
81	GMACM 2006-HE5 [2]	CES 2006	\$118,223,865	\$118,223,865	\$62,490,354	\$28,036,153	FGIC	\$28,036,153	100.00%
82	GMACM 2006-HLTV1 [Total]	Second Lien 2006	\$64,995,996	\$64,995,996	\$32,067,616	\$14,387,062	FGIC	\$14,387,062	100.00%
83	GMACM 2006-J1 [Total]	Prime 2006	\$32,980,554	\$32,980,554	\$11,816,068	\$5,301,252		\$5,301,252	100.00%
84	GMACM 2007-HE1 [Total]	CES 2007	\$109,341,630	\$109,341,630	\$57,902,349	\$25,977,755	MBIA	\$0	100.00%
85	GMACM 2007-HE2 [Total]	CES 2007	\$310,380,896	\$310,380,896	\$164,421,022	\$73,767,113	FGIC	\$73,767,113	100.00%
86	GMACM 2007-HE3 [1]	CES 2007	\$51,576,444	\$51,576,444	\$27,422,939	\$12,303,238		\$12,303,238	100.00%
87	GMACM 2007-HE3 [2]	CES 2007	\$90,557,530	\$90,557,530	\$47,851,382	\$21,468,412		\$21,468,412	100.00%
88			\$2,830,065,019	\$2,830,065,019	\$1,450,096,178	\$650,582,312		\$534,641,276	

Schedule 2R

	A	B	C	D	E	F	G	H	I
1	Name	Cohort	Net Total 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 [1A]	Subprime 2004	\$6,819,135	\$6,819,135	\$3,902,959	\$1,751,054		\$1,751,054	100.00%
3	RAAC 2004-RP1 [1F]	Subprime 2004	\$6,639,525	\$6,639,525	\$3,776,527	\$1,694,330		\$1,694,330	100.00%
4	RAAC 2004-RP1 [2A]	Subprime 2004	\$5,029,588	\$5,029,588	\$2,878,640	\$1,291,495		\$1,291,495	100.00%
5	RAAC 2004-RP1 [2F]	Subprime 2004	\$7,000,217	\$7,000,217	\$3,982,035	\$1,786,531		\$1,786,531	100.00%
6	RAAC 2004-SP1 [1]	ALT-A 2004	\$3,443,801	\$3,443,801	\$1,533,496	\$688,000		\$688,000	100.00%
7	RAAC 2004-SP1 [2]	ALT-A 2004	\$2,385,842	\$2,385,842	\$1,064,178	\$477,441		\$477,441	100.00%
8	RAAC 2004-SP2 [1]	Prime 2004	\$62,679	\$62,679	\$37,471	\$16,811		\$16,811	100.00%
9	RAAC 2004-SP2 [2]	Prime 2004	\$777,491	\$777,491	\$415,129	\$186,247		\$186,247	100.00%
10	RAAC 2004-SP3 [1]	ALT-A 2004	\$4,006,286	\$4,006,286	\$1,593,367	\$714,860		\$714,860	100.00%
11	RAAC 2004-SP3 [2]	ALT-A 2004	\$5,103,783	\$5,103,783	\$2,081,340	\$933,788		\$933,788	100.00%
12	RAAC 2005-RP1 [1]	Subprime 2005	\$28,853,548	\$28,853,548	\$16,446,599	\$7,378,729		\$7,378,729	100.00%
13	RAAC 2005-RP1 [2]	Subprime 2005	\$16,004,981	\$16,004,981	\$9,156,110	\$4,107,868		\$4,107,868	100.00%
14	RAAC 2005-RP2 [A]	Subprime 2005	\$19,189,133	\$19,189,133	\$10,917,945	\$4,898,311		\$4,898,311	100.00%
15	RAAC 2005-RP2 [F]	Subprime 2005	\$23,781,826	\$23,781,826	\$13,540,728	\$6,075,016		\$6,075,016	100.00%
16	RAAC 2005-RP3 [A]	Subprime 2005	\$35,443,373	\$35,443,373	\$20,241,087	\$9,081,117		\$9,081,117	100.00%
17	RAAC 2005-RP3 [F]	Subprime 2005	\$22,234,270	\$22,234,270	\$12,644,501	\$5,672,926		\$5,672,926	100.00%
18	RAAC 2005-SP1 [1]	Prime 2005	\$1,810,272	\$1,810,272	\$1,034,980	\$464,341		\$464,341	100.00%
19	RAAC 2005-SP1 [2]	Prime 2005	\$2,935,529	\$2,935,529	\$1,632,602	\$732,463		\$732,463	100.00%
20	RAAC 2005-SP1 [3]	Prime 2005	\$1,459,339	\$1,459,339	\$855,574	\$383,852		\$383,852	100.00%
21	RAAC 2005-SP1 [4]	Prime 2005	\$1,084,890	\$1,084,890	\$589,608	\$264,526		\$264,526	100.00%
22	RAAC 2005-SP2 [1A]	ALT-A 2005	\$14,832,654	\$14,832,654	\$6,544,717	\$2,936,272		\$2,936,272	100.00%
23	RAAC 2005-SP2 [1F]	ALT-A 2005	\$7,425,283	\$7,425,283	\$3,181,119	\$1,427,202		\$1,427,202	100.00%
24	RAAC 2005-SP2 [2A]	ALT-A 2005	\$13,829,955	\$13,829,955	\$5,822,909	\$2,612,435		\$2,612,435	100.00%
25	RAAC 2005-SP2 [2F]	ALT-A 2005	\$7,279,528	\$7,279,528	\$3,011,539	\$1,351,120		\$1,351,120	100.00%
26	RAAC 2005-SP3 [A]	Subprime 2005	\$23,432,636	\$23,432,636	\$13,390,917	\$6,007,804		\$6,007,804	100.00%
27	RAAC 2005-SP3 [F]	Subprime 2005	\$17,006,694	\$17,006,694	\$9,595,288	\$4,304,904		\$4,304,904	100.00%
28	RAAC 2006-RP1 [A]	Subprime 2006	\$45,526,317	\$45,526,317	\$25,301,872	\$11,351,627		\$11,351,627	100.00%
29	RAAC 2006-RP1 [F]	Subprime 2006	\$24,248,759	\$24,248,759	\$13,486,799	\$6,050,821		\$6,050,821	100.00%
30	RAAC 2006-RP2 [A]	Subprime 2006	\$75,097,864	\$75,097,864	\$41,732,934	\$18,723,385		\$18,723,385	100.00%
31	RAAC 2006-RP2 [F]	Subprime 2006	\$37,421,418	\$37,421,418	\$20,802,706	\$9,333,086		\$9,333,086	100.00%
32	RAAC 2006-RP3 [A]	Subprime 2006	\$81,624,323	\$81,624,323	\$45,359,002	\$20,350,212		\$20,350,212	100.00%
33	RAAC 2006-RP3 [F]	Subprime 2006	\$36,568,727	\$36,568,727	\$20,326,629	\$9,119,495		\$9,119,495	100.00%
34	RAAC 2006-RP4 [A]	Subprime 2006	\$78,725,340	\$78,725,340	\$43,758,758	\$19,632,266		\$19,632,266	100.00%
35	RAAC 2006-RP4 [F]	Subprime 2006	\$45,187,577	\$45,187,577	\$25,119,998	\$11,270,029		\$11,270,029	100.00%
36	RAAC 2006-SP1 [A]	Subprime 2006	\$65,485,752	\$65,485,752	\$36,390,248	\$16,326,401		\$16,326,401	100.00%
37	RAAC 2006-SP1 [F]	Subprime 2006	\$13,665,444	\$13,665,444	\$7,597,436	\$3,408,572		\$3,408,572	100.00%
38	RAAC 2006-SP2 [1F]	Subprime 2006	\$24,519,518	\$24,519,518	\$13,635,321	\$6,117,455		\$6,117,455	100.00%
39	RAAC 2006-SP2 [2F]	Subprime 2006	\$3,561,946	\$3,561,946	\$1,978,832	\$887,799		\$887,799	100.00%
40	RAAC 2006-SP2 [A]	Subprime 2006	\$62,171,520	\$62,171,520	\$34,551,802	\$15,501,586		\$15,501,586	100.00%
41	RAAC 2006-SP3 [A]	Subprime 2006	\$54,051,175	\$54,051,175	\$30,041,812	\$13,478,190		\$13,478,190	100.00%
42	RAAC 2006-SP3 [F1]	Subprime 2006	\$21,404,457	\$21,404,457	\$11,904,874	\$5,341,094		\$5,341,094	100.00%
43	RAAC 2006-SP3 [F2]	Subprime 2006	\$2,106,430	\$2,106,430	\$1,170,396	\$525,095		\$525,095	100.00%
44	RAAC 2006-SP4 [A]	Subprime 2006	\$48,399,580	\$48,399,580	\$26,903,141	\$12,070,032		\$12,070,032	100.00%
45	RAAC 2006-SP4 [F1]	Subprime 2006	\$17,905,552	\$17,905,552	\$9,960,491	\$4,468,751		\$4,468,751	100.00%

	A	B	C	D	E	F	G	H	I
1	Name	Cohort	Net Total Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
46	RAAC 2006-SP4 [F2]	Subprime 2006	\$1,892,536	\$1,892,536	\$1,051,897	\$471,931		\$471,931	100.00%
47	RAAC 2007-RP1 [A]	Subprime 2007	\$93,845,226	\$93,845,226	\$52,171,171	\$23,406,476		\$23,406,476	100.00%
48	RAAC 2007-RP1 [F]	Subprime 2007	\$32,137,949	\$32,137,949	\$17,868,775	\$8,016,785		\$8,016,785	100.00%
49	RAAC 2007-RP2 [A]	Subprime 2007	\$76,100,982	\$76,100,982	\$42,308,850	\$18,981,768		\$18,981,768	100.00%
50	RAAC 2007-RP2 [F]	Subprime 2007	\$23,211,063	\$23,211,063	\$12,902,159	\$5,788,524		\$5,788,524	100.00%
51	RAAC 2007-RP3 [A]	Subprime 2007	\$128,853,731	\$128,853,731	\$71,627,787	\$32,135,642		\$32,135,642	100.00%
52	RAAC 2007-RP3 [F]	Subprime 2007	\$41,064,220	\$41,064,220	\$22,826,633	\$10,241,116		\$10,241,116	100.00%
53	RAAC 2007-RP4 [A]	Subprime 2007	\$101,946,206	\$101,946,206	\$56,669,704	\$25,424,732		\$25,424,732	100.00%
54	RAAC 2007-RP4 [F]	Subprime 2007	\$28,154,434	\$28,154,434	\$15,656,458	\$7,024,234		\$7,024,234	100.00%
55	RAAC 2007-SP1 [A]	Subprime 2007	\$47,840,219	\$47,840,219	\$26,597,009	\$11,932,687		\$11,932,687	100.00%
56	RAAC 2007-SP1 [F_1]	Subprime 2007	\$32,200,315	\$32,200,315	\$17,923,545	\$8,041,357		\$8,041,357	100.00%
57	RAAC 2007-SP1 [F_2]	Subprime 2007	\$801,837	\$801,837	\$445,919	\$200,061		\$200,061	100.00%
58	RAAC 2007-SP2 [A]	Subprime 2007	\$75,409,301	\$75,409,301	\$41,917,585	\$18,806,228		\$18,806,228	100.00%
59	RAAC 2007-SP2 [F_1]	Subprime 2007	\$35,510,702	\$35,510,702	\$19,756,694	\$8,863,795		\$8,863,795	100.00%
60	RAAC 2007-SP2 [F_2]	Subprime 2007	\$1,997,163	\$1,997,163	\$1,110,407	\$498,181		\$498,181	100.00%
61	RAAC 2007-SP3 [A]	Subprime 2007	\$99,400,235	\$99,400,235	\$55,263,713	\$24,793,938		\$24,793,938	100.00%
62	RAAC 2007-SP3 [F]	Subprime 2007	\$25,757,670	\$25,757,670	\$14,332,626	\$6,430,300		\$6,430,300	100.00%
63	RALI 2004-QA1 [1_2YR]	ALT-A 2004	\$424,756	\$424,756	\$192,327	\$86,287		\$86,287	100.00%
64	RALI 2004-QA1 [1_3YR]	ALT-A 2004	\$1,377,709	\$1,377,709	\$602,319	\$270,229		\$270,229	100.00%
65	RALI 2004-QA1 [1_5YR]	ALT-A 2004	\$2,238,705	\$2,238,705	\$952,077	\$427,147		\$427,147	100.00%
66	RALI 2004-QA1 [2_2YR]	ALT-A 2004	\$34,435	\$34,435	\$15,794	\$7,086		\$7,086	100.00%
67	RALI 2004-QA1 [2_3YR]	ALT-A 2004	\$330,910	\$330,910	\$146,324	\$65,648		\$65,648	100.00%
68	RALI 2004-QA1 [2_5YR]	ALT-A 2004	\$621,797	\$621,797	\$260,873	\$117,040		\$117,040	100.00%
69	RALI 2004-QA2 [1]	ALT-A 2004	\$9,972,005	\$9,972,005	\$4,274,318	\$1,917,663		\$1,917,663	100.00%
70	RALI 2004-QA2 [2]	ALT-A 2004	\$3,672,857	\$3,672,857	\$1,539,949	\$690,895		\$690,895	100.00%
71	RALI 2004-QA3 [CB-I]	ALT-A 2004	\$2,235,760	\$2,235,760	\$975,031	\$437,445		\$437,445	100.00%
72	RALI 2004-QA3 [CB-II]	ALT-A 2004	\$3,345,584	\$3,345,584	\$1,391,365	\$624,233		\$624,233	100.00%
73	RALI 2004-QA3 [NB-I]	ALT-A 2004	\$675,215	\$675,215	\$295,777	\$132,699		\$132,699	100.00%
74	RALI 2004-QA3 [NB-II]	ALT-A 2004	\$2,862,380	\$2,862,380	\$1,203,089	\$539,763		\$539,763	100.00%
75	RALI 2004-QA4 [CBI]	ALT-A 2004	\$4,368,512	\$4,368,512	\$1,890,099	\$847,989		\$847,989	100.00%
76	RALI 2004-QA4 [NBI]	ALT-A 2004	\$1,462,619	\$1,462,619	\$653,359	\$293,128		\$293,128	100.00%
77	RALI 2004-QA4 [NBII]	ALT-A 2004	\$3,770,347	\$3,770,347	\$1,600,844	\$718,215		\$718,215	100.00%
78	RALI 2004-QA4 [NBIII]	ALT-A 2004	\$514,134	\$514,134	\$212,298	\$95,247		\$95,247	100.00%
79	RALI 2004-QA5 [1]	ALT-A 2004	\$2,186,564	\$2,186,564	\$980,316	\$439,816		\$439,816	100.00%
80	RALI 2004-QA5 [2]	ALT-A 2004	\$350,247	\$350,247	\$136,529	\$61,253		\$61,253	100.00%
81	RALI 2004-QA5 [3]	ALT-A 2004	\$12,002,492	\$12,002,492	\$5,091,402	\$2,284,246		\$2,284,246	100.00%
82	RALI 2004-QA6 [1]	ALT-A 2004	\$6,095,206	\$6,095,206	\$2,719,305	\$1,220,010		\$1,220,010	100.00%
83	RALI 2004-QA6 [2]	ALT-A 2004	\$4,312,384	\$4,312,384	\$1,937,180	\$869,111		\$869,111	100.00%
84	RALI 2004-QA6 [3]	ALT-A 2004	\$15,226,210	\$15,226,210	\$6,499,705	\$2,916,078		\$2,916,078	100.00%

	A	B	C	D	E	F	G	H	I
1	Name	Cohort	Net Total Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
85	RALI 2004-QA6 [4]	ALT-A 2004	\$8,401,255	\$8,401,255	\$3,593,792	\$1,612,346		\$1,612,346	100.00%
86	RALI 2004-QA6 [5]	ALT-A 2004	\$4,852,056	\$4,852,056	\$2,140,539	\$960,348		\$960,348	100.00%
87	RALI 2004-QA6 [6]	ALT-A 2004	\$4,998,795	\$4,998,795	\$2,144,216	\$961,997		\$961,997	100.00%
88	RALI 2004-QS1 [Total]	ALT-A 2004	\$7,116,080	\$7,116,080	\$2,999,267	\$1,345,614		\$1,345,614	100.00%
89	RALI 2004-QS10 [Total]	ALT-A 2004	\$6,805,929	\$6,805,929	\$2,947,235	\$1,322,270		\$1,322,270	100.00%
90	RALI 2004-QS11 [Total]	ALT-A 2004	\$6,117,274	\$6,117,274	\$2,597,569	\$1,165,393		\$1,165,393	100.00%
91	RALI 2004-QS12 [Total]	ALT-A 2004	\$11,958,833	\$11,958,833	\$5,061,895	\$2,271,008		\$2,271,008	100.00%
92	RALI 2004-QS13 [CB]	ALT-A 2004	\$1,260,775	\$1,260,775	\$545,364	\$244,676		\$244,676	100.00%
93	RALI 2004-QS13 [NB]	ALT-A 2004	\$35,924	\$35,924	\$13,945	\$6,257		\$6,257	100.00%
94	RALI 2004-QS14 [Total]	ALT-A 2004	\$7,191,774	\$7,191,774	\$3,089,872	\$1,386,264		\$1,386,264	100.00%
95	RALI 2004-QS15 [Total]	ALT-A 2004	\$9,037,632	\$9,037,632	\$3,947,724	\$1,771,137		\$1,771,137	100.00%
96	RALI 2004-QS16 [1]	ALT-A 2004	\$16,387,668	\$16,387,668	\$7,062,848	\$3,168,731		\$3,168,731	100.00%
97	RALI 2004-QS16 [2]	ALT-A 2004	\$1,610,187	\$1,610,187	\$656,931	\$294,731		\$294,731	100.00%
98	RALI 2004-QS2 [AI]	ALT-A 2004	\$1,051,770	\$1,051,770	\$440,154	\$197,474		\$197,474	100.00%
99	RALI 2004-QS2 [CB]	ALT-A 2004	\$6,869,011	\$6,869,011	\$2,978,470	\$1,336,284		\$1,336,284	100.00%
100	RALI 2004-QS3 [CB]	ALT-A 2004	\$1,290,989	\$1,290,989	\$555,200	\$249,089		\$249,089	100.00%
101	RALI 2004-QS3 [I]	ALT-A 2004	\$166,274	\$166,274	\$72,912	\$32,712		\$32,712	100.00%
102	RALI 2004-QS3 [II]	ALT-A 2004	\$99,279	\$99,279	\$38,536	\$17,289		\$17,289	100.00%
103	RALI 2004-QS4 [Total]	ALT-A 2004	\$7,559,444	\$7,559,444	\$3,214,118	\$1,442,007		\$1,442,007	100.00%
104	RALI 2004-QS5 [Total]	ALT-A 2004	\$8,197,861	\$8,197,861	\$3,502,121	\$1,571,219		\$1,571,219	100.00%
105	RALI 2004-QS6 [Total]	ALT-A 2004	\$1,342,050	\$1,342,050	\$574,277	\$257,648		\$257,648	100.00%
106	RALI 2004-QS7 [Total]	ALT-A 2004	\$12,123,587	\$12,123,587	\$5,090,930	\$2,284,034		\$2,284,034	100.00%
107	RALI 2004-QS8 [Total]	ALT-A 2004	\$7,532,047	\$7,532,047	\$3,196,591	\$1,434,143		\$1,434,143	100.00%
108	RALI 2004-QS9 [Total]	ALT-A 2004	\$1,299,101	\$1,299,101	\$565,749	\$253,822		\$253,822	100.00%
109	RALI 2005-QA1 [Total]	ALT-A 2005	\$26,941,306	\$26,941,306	\$11,653,331	\$5,228,240		\$5,228,240	100.00%
110	RALI 2005-QA10 [1]	ALT-A 2005	\$1,195,787	\$1,195,787	\$541,955	\$243,147		\$243,147	100.00%
111	RALI 2005-QA10 [2]	ALT-A 2005	\$20,472,692	\$20,472,692	\$9,027,565	\$4,050,196		\$4,050,196	100.00%
112	RALI 2005-QA10 [3]	ALT-A 2005	\$65,470,136	\$65,470,136	\$28,318,773	\$12,705,152		\$12,705,152	100.00%
113	RALI 2005-QA10 [4]	ALT-A 2005	\$18,173,357	\$18,173,357	\$7,590,261	\$3,405,353		\$3,405,353	100.00%
114	RALI 2005-QA11 [1]	ALT-A 2005	\$1,218,355	\$1,218,355	\$511,348	\$229,415		\$229,415	100.00%
115	RALI 2005-QA11 [2]	ALT-A 2005	\$14,986,164	\$14,986,164	\$6,580,600	\$2,952,371		\$2,952,371	100.00%
116	RALI 2005-QA11 [3]	ALT-A 2005	\$9,539,923	\$9,539,923	\$4,192,399	\$1,880,910		\$1,880,910	100.00%
117	RALI 2005-QA11 [4]	ALT-A 2005	\$40,351,227	\$40,351,227	\$17,501,491	\$7,852,004		\$7,852,004	100.00%

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1	Name	Cohort	Net Total Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
118	RALI 2005-QA11 [5]	ALT-A 2005	\$17,127,691	\$17,127,691	\$7,338,745	\$3,292,511		\$3,292,511	100.00%
119	RALI 2005-QA11 [6]	ALT-A 2005	\$7,072,234	\$7,072,234	\$2,983,690	\$1,338,625		\$1,338,625	100.00%
120	RALI 2005-QA12 [1]	ALT-A 2005	\$13,663,911	\$13,663,911	\$5,989,211	\$2,687,046		\$2,687,046	100.00%
121	RALI 2005-QA12 [2]	ALT-A 2005	\$9,063,150	\$9,063,150	\$3,986,207	\$1,788,403		\$1,788,403	100.00%
122	RALI 2005-QA12 [3]	ALT-A 2005	\$12,542,111	\$12,542,111	\$5,404,276	\$2,424,616		\$2,424,616	100.00%
123	RALI 2005-QA12 [4]	ALT-A 2005	\$6,730,375	\$6,730,375	\$2,864,356	\$1,285,087		\$1,285,087	100.00%
124	RALI 2005-QA12 [5]	ALT-A 2005	\$8,221,655	\$8,221,655	\$3,535,837	\$1,586,345		\$1,586,345	100.00%
125	RALI 2005-QA13 [1]	ALT-A 2005	\$17,704,658	\$17,704,658	\$7,761,434	\$3,482,150		\$3,482,150	100.00%
126	RALI 2005-QA13 [2]	ALT-A 2005	\$91,471,028	\$91,471,028	\$39,789,956	\$17,851,672		\$17,851,672	100.00%
127	RALI 2005-QA13 [3]	ALT-A 2005	\$7,954,710	\$7,954,710	\$3,438,993	\$1,542,896		\$1,542,896	100.00%
128	RALI 2005-QA2 [A1I]	ALT-A 2005	\$5,848,448	\$5,848,448	\$2,555,237	\$1,146,401		\$1,146,401	100.00%
129	RALI 2005-QA2 [A1II]	ALT-A 2005	\$6,665,344	\$6,665,344	\$2,814,867	\$1,262,884		\$1,262,884	100.00%
130	RALI 2005-QA2 [CBI]	ALT-A 2005	\$7,301,527	\$7,301,527	\$3,213,102	\$1,441,551		\$1,441,551	100.00%
131	RALI 2005-QA2 [CBII]	ALT-A 2005	\$14,465,864	\$14,465,864	\$6,059,443	\$2,718,555		\$2,718,555	100.00%
132	RALI 2005-QA2 [NBI]	ALT-A 2005	\$3,134,660	\$3,134,660	\$1,340,329	\$601,336		\$601,336	100.00%
133	RALI 2005-QA2 [NBII]	ALT-A 2005	\$8,049,693	\$8,049,693	\$3,361,647	\$1,508,195		\$1,508,195	100.00%
134	RALI 2005-QA3 [1]	ALT-A 2005	\$14,930,793	\$14,930,793	\$6,512,869	\$2,921,984		\$2,921,984	100.00%
135	RALI 2005-QA3 [2]	ALT-A 2005	\$9,336,570	\$9,336,570	\$4,027,372	\$1,806,871		\$1,806,871	100.00%
136	RALI 2005-QA3 [3]	ALT-A 2005	\$12,146,690	\$12,146,690	\$5,092,551	\$2,284,761		\$2,284,761	100.00%
137	RALI 2005-QA3 [4]	ALT-A 2005	\$3,846,821	\$3,846,821	\$1,544,159	\$692,783		\$692,783	100.00%
138	RALI 2005-QA3 [5]	ALT-A 2005	\$1,552,476	\$1,552,476	\$640,488	\$287,354		\$287,354	100.00%
139	RALI 2005-QA3 [6]	ALT-A 2005	\$423,679	\$423,679	\$166,185	\$74,558		\$74,558	100.00%
140	RALI 2005-QA3 [7]	ALT-A 2005	\$4,366,990	\$4,366,990	\$1,911,028	\$857,379		\$857,379	100.00%
141	RALI 2005-QA3 [8]	ALT-A 2005	\$2,574,749	\$2,574,749	\$1,130,786	\$507,325		\$507,325	100.00%
142	RALI 2005-QA4 [1]	ALT-A 2005	\$16,434,753	\$16,434,753	\$7,148,455	\$3,207,138		\$3,207,138	100.00%
143	RALI 2005-QA4 [2]	ALT-A 2005	\$9,710,647	\$9,710,647	\$4,183,665	\$1,876,992		\$1,876,992	100.00%
144	RALI 2005-QA4 [3]	ALT-A 2005	\$20,726,459	\$20,726,459	\$8,822,301	\$3,958,105		\$3,958,105	100.00%
145	RALI 2005-QA4 [4]	ALT-A 2005	\$10,635,268	\$10,635,268	\$4,390,356	\$1,969,723		\$1,969,723	100.00%
146	RALI 2005-QA4 [5]	ALT-A 2005	\$2,133,333	\$2,133,333	\$905,640	\$406,313		\$406,313	100.00%
147	RALI 2005-QA5 [1]	ALT-A 2005	\$4,607,314	\$4,607,314	\$2,041,698	\$916,003		\$916,003	100.00%
148	RALI 2005-QA5 [2]	ALT-A 2005	\$5,503,446	\$5,503,446	\$2,433,842	\$1,091,938		\$1,091,938	100.00%
149	RALI 2005-QA6 [1]	ALT-A 2005	\$18,876,161	\$18,876,161	\$8,239,148	\$3,696,475		\$3,696,475	100.00%
150	RALI 2005-QA6 [2]	ALT-A 2005	\$11,142,143	\$11,142,143	\$4,837,290	\$2,170,239		\$2,170,239	100.00%
151	RALI 2005-QA6 [3]	ALT-A 2005	\$16,504,641	\$16,504,641	\$6,947,949	\$3,117,181		\$3,117,181	100.00%
152	RALI 2005-QA6 [4]	ALT-A 2005	\$13,007,415	\$13,007,415	\$5,584,134	\$2,505,309		\$2,505,309	100.00%
153	RALI 2005-QA6 [5]	ALT-A 2005	\$5,048,321	\$5,048,321	\$2,156,010	\$967,289		\$967,289	100.00%
154	RALI 2005-QA7 [1]	ALT-A 2005	\$14,145,226	\$14,145,226	\$6,103,247	\$2,738,208		\$2,738,208	100.00%
155	RALI 2005-QA7 [2]	ALT-A 2005	\$56,305,543	\$56,305,543	\$23,866,311	\$10,707,565		\$10,707,565	100.00%
156	RALI 2005-QA8 [1]	ALT-A 2005	\$14,242,286	\$14,242,286	\$6,196,990	\$2,780,265		\$2,780,265	100.00%
157	RALI 2005-QA8 [2]	ALT-A 2005	\$7,489,280	\$7,489,280	\$3,263,902	\$1,464,342		\$1,464,342	100.00%
158	RALI 2005-QA8 [3]	ALT-A 2005	\$27,002,357	\$27,002,357	\$11,650,299	\$5,226,880		\$5,226,880	100.00%

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1	Name	Cohort	Net Total Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
159	RALI 2005-QA8 [4]	ALT-A 2005	\$10,109,165	\$10,109,165	\$4,296,019	\$1,927,399		\$1,927,399	100.00%
160	RALI 2005-QA8 [5]	ALT-A 2005	\$7,133,298	\$7,133,298	\$3,031,023	\$1,359,862		\$1,359,862	100.00%
161	RALI 2005-QA8 [6]	ALT-A 2005	\$4,106,014	\$4,106,014	\$1,705,086	\$764,983		\$764,983	100.00%
162	RALI 2005-QA9 [1]	ALT-A 2005	\$15,037,724	\$15,037,724	\$6,591,186	\$2,957,121		\$2,957,121	100.00%
163	RALI 2005-QA9 [2]	ALT-A 2005	\$10,497,131	\$10,497,131	\$4,696,326	\$2,106,996		\$2,106,996	100.00%
164	RALI 2005-QA9 [3]	ALT-A 2005	\$55,330,017	\$55,330,017	\$23,868,985	\$10,708,765		\$10,708,765	100.00%
165	RALI 2005-QA9 [4]	ALT-A 2005	\$30,038,902	\$30,038,902	\$12,876,447	\$5,776,988		\$5,776,988	100.00%
166	RALI 2005-QO1 [Total]	Pay Option Arm 2005	\$121,308,683	\$121,308,683	\$33,635,129	\$15,090,323		\$15,090,323	100.00%
167	RALI 2005-QO2 [Total]	Pay Option Arm 2005	\$82,682,064	\$82,682,064	\$23,234,995	\$10,424,327		\$10,424,327	100.00%
168	RALI 2005-QO3 [Total]	Pay Option Arm 2005	\$109,314,347	\$109,314,347	\$31,027,729	\$13,920,519		\$13,920,519	100.00%
169	RALI 2005-QO4 [1]	Pay Option Arm 2005	\$61,203,661	\$61,203,661	\$17,387,372	\$7,800,804		\$7,800,804	100.00%
170	RALI 2005-QO4 [2]	Pay Option Arm 2005	\$122,250,668	\$122,250,668	\$34,759,561	\$15,594,797		\$15,594,797	100.00%
171	RALI 2005-QO5 [Total]	Pay Option Arm 2005	\$316,028,961	\$316,028,961	\$90,530,833	\$40,616,450		\$40,616,450	100.00%
172	RALI 2005-QS1 [Total]	ALT-A 2005	\$14,250,968	\$14,250,968	\$5,880,447	\$2,638,249		\$2,638,249	100.00%
173	RALI 2005-QS10 [1]	ALT-A 2005	\$7,139,268	\$7,139,268	\$3,035,316	\$1,361,788		\$1,361,788	100.00%
174	RALI 2005-QS10 [2]	ALT-A 2005	\$6,385,476	\$6,385,476	\$2,645,377	\$1,186,842		\$1,186,842	100.00%
175	RALI 2005-QS10 [3]	ALT-A 2005	\$13,346,092	\$13,346,092	\$5,662,553	\$2,540,491		\$2,540,491	100.00%
176	RALI 2005-QS11 [Total]	ALT-A 2005	\$22,481,714	\$22,481,714	\$9,492,304	\$4,258,700		\$4,258,700	100.00%
177	RALI 2005-QS12 [Total]	ALT-A 2005	\$55,651,247	\$55,651,247	\$23,510,977	\$10,548,146		\$10,548,146	100.00%
178	RALI 2005-QS13 [1]	ALT-A 2005	\$36,963,357	\$36,963,357	\$15,660,116	\$7,025,875		\$7,025,875	100.00%
179	RALI 2005-QS13 [2]	ALT-A 2005	\$38,007,610	\$38,007,610	\$16,065,219	\$7,207,624		\$7,207,624	100.00%
180	RALI 2005-QS14 [1]	ALT-A 2005	\$6,198,189	\$6,198,189	\$2,510,097	\$1,126,149		\$1,126,149	100.00%
181	RALI 2005-QS14 [2]	ALT-A 2005	\$17,029,066	\$17,029,066	\$7,355,305	\$3,299,941		\$3,299,941	100.00%
182	RALI 2005-QS14 [3]	ALT-A 2005	\$32,326,250	\$32,326,250	\$13,627,334	\$6,113,872		\$6,113,872	100.00%
183	RALI 2005-QS15 [1]	ALT-A 2005	\$13,730,503	\$13,730,503	\$5,887,828	\$2,641,560		\$2,641,560	100.00%
184	RALI 2005-QS15 [2]	ALT-A 2005	\$5,782,111	\$5,782,111	\$2,474,503	\$1,110,180		\$1,110,180	100.00%
185	RALI 2005-QS15 [3]	ALT-A 2005	\$35,509,146	\$35,509,146	\$15,129,077	\$6,787,626		\$6,787,626	100.00%
186	RALI 2005-QS16 [Total]	ALT-A 2005	\$54,522,209	\$54,522,209	\$23,264,325	\$10,437,486		\$10,437,486	100.00%
187	RALI 2005-QS17 [Total]	ALT-A 2005	\$76,335,380	\$76,335,380	\$32,761,396	\$14,698,325		\$14,698,325	100.00%
188	RALI 2005-QS2 [Total]	ALT-A 2005	\$14,575,418	\$14,575,418	\$5,969,690	\$2,678,288		\$2,678,288	100.00%
189	RALI 2005-QS3 [111]	ALT-A 2005	\$7,025,859	\$7,025,859	\$2,855,607	\$1,281,162		\$1,281,162	100.00%
190	RALI 2005-QS3 [2]	ALT-A 2005	\$4,041,422	\$4,041,422	\$1,626,451	\$729,703		\$729,703	100.00%
191	RALI 2005-QS3 [312]	ALT-A 2005	\$19,944,801	\$19,944,801	\$8,446,713	\$3,789,599		\$3,789,599	100.00%
192	RALI 2005-QS4 [Total]	ALT-A 2005	\$16,353,729	\$16,353,729	\$6,803,076	\$3,052,184		\$3,052,184	100.00%
193	RALI 2005-QS5 [Total]	ALT-A 2005	\$15,166,179	\$15,166,179	\$6,391,048	\$2,867,329	Radian	\$0	100.00%

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1	Name	Cohort	Net Total Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
	RALI 2005-QS6								
194	[Total]	ALT-A 2005	\$23,875,505	\$23,875,505	\$10,023,050	\$4,496,818		\$4,496,818	100.00%
195	RALI 2005-QS7 [1]	ALT-A 2005	\$23,830,136	\$23,830,136	\$9,996,874	\$4,485,075		\$4,485,075	100.00%
196	RALI 2005-QS7 [2]	ALT-A 2005	\$9,594,338	\$9,594,338	\$4,020,657	\$1,803,859		\$1,803,859	100.00%
	RALI 2005-QS8								
197	[Total]	ALT-A 2005	\$2,539,785	\$2,539,785	\$1,045,359	\$468,998		\$468,998	100.00%
	RALI 2005-QS9								
198	[Total]	ALT-A 2005	\$34,132,932	\$34,132,932	\$14,243,899	\$6,390,492		\$6,390,492	100.00%
199	RALI 2006-QA1 [1]	ALT-A 2006	\$21,691,108	\$21,691,108	\$7,522,096	\$3,374,771		\$3,374,771	100.00%
200	RALI 2006-QA1 [2]	ALT-A 2006	\$97,945,398	\$97,945,398	\$33,809,159	\$15,168,402		\$15,168,402	100.00%
201	RALI 2006-QA1 [3]	ALT-A 2006	\$23,507,027	\$23,507,027	\$8,111,503	\$3,639,207		\$3,639,207	100.00%
	RALI 2006-QA10								
202	[Total]	ALT-A 2006	\$118,689,793	\$118,689,793	\$41,080,594	\$18,430,714		\$18,430,714	100.00%
	RALI 2006-QA11								
203	[Total]	ALT-A 2006	\$126,081,604	\$126,081,604	\$43,673,618	\$19,594,068		\$19,594,068	100.00%
204	RALI 2006-QA2 [1]	ALT-A 2006	\$79,445,538	\$79,445,538	\$27,468,601	\$12,323,725		\$12,323,725	100.00%
205	RALI 2006-QA2 [2]	ALT-A 2006	\$12,023,273	\$12,023,273	\$4,145,200	\$1,859,734		\$1,859,734	100.00%
206	RALI 2006-QA2 [3]	ALT-A 2006	\$8,733,007	\$8,733,007	\$2,996,302	\$1,344,284		\$1,344,284	100.00%
	RALI 2006-QA3								
207	[Total]	ALT-A 2006	\$102,957,233	\$102,957,233	\$35,632,752	\$15,986,552		\$15,986,552	100.00%
208	RALI 2006-QA4 [1]	ALT-A 2006	\$81,080,562	\$81,080,562	\$28,046,484	\$12,582,990		\$12,582,990	100.00%
209	RALI 2006-QA5 [1]	ALT-A 2006	\$152,159,428	\$152,159,428	\$52,652,688	\$23,622,507		\$23,622,507	100.00%
210	RALI 2006-QA5 [2]	ALT-A 2006	\$21,306,252	\$21,306,252	\$7,291,892	\$3,271,491		\$3,271,491	100.00%
	RALI 2006-QA6								
211	[Total]	ALT-A 2006	\$184,902,914	\$184,902,914	\$64,155,515	\$28,783,224		\$28,783,224	100.00%
212	RALI 2006-QA7 [1]	ALT-A 2006	\$69,089,680	\$69,089,680	\$23,940,669	\$10,740,926		\$10,740,926	100.00%
213	RALI 2006-QA7 [2]	ALT-A 2006	\$121,605,696	\$121,605,696	\$42,231,622	\$18,947,120		\$18,947,120	100.00%
	RALI 2006-QA8								
214	[Total]	ALT-A 2006	\$261,080,121	\$261,080,121	\$90,598,338	\$40,646,736		\$40,646,736	100.00%
	RALI 2006-QA9								
215	[Total]	ALT-A 2006	\$91,185,526	\$91,185,526	\$31,531,071	\$14,146,342		\$14,146,342	100.00%
	RALI 2006-QH1								
216	[Total]	Pay Option Arm 2006	\$113,291,465	\$113,291,465	\$41,425,929	\$18,585,647	Ambac	\$18,585,647	100.00%
217	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%
218	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%
219	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%
	RALI 2006-QO10								
220	[Total]	Pay Option Arm 2006	\$272,652,864	\$272,652,864	\$98,319,334	\$44,110,743		\$44,110,743	100.00%
	RALI 2006-QO2								
221	[Total]	Pay Option Arm 2006	\$87,278,452	\$87,278,452	\$31,542,572	\$14,151,502		\$14,151,502	100.00%
	RALI 2006-QO3								
222	[Total]	Pay Option Arm 2006	\$187,034,845	\$187,034,845	\$66,952,310	\$30,038,000		\$30,038,000	100.00%
	RALI 2006-QO4								
223	[Total]	Pay Option Arm 2006	\$202,660,477	\$202,660,477	\$73,189,418	\$32,836,264		\$32,836,264	100.00%
224	RALI 2006-QO4 [1]	Pay Option Arm 2006	\$127,155,367	\$127,155,367	\$46,103,863	\$20,684,392	XL	\$0	100.00%
225	RALI 2006-QO4 [2]	Pay Option Arm 2006	\$132,433,134	\$132,433,134	\$47,842,604	\$21,464,474	XL	\$0	100.00%
226	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%
227	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%
228	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%
	RALI 2006-QO6								
229	[Total]	Pay Option Arm 2006	\$449,322,172	\$449,322,172	\$162,375,739	\$72,849,501		\$72,849,501	100.00%
230	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%
231	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%
	RALI 2006-QO7								
232	[3_PP_OYR]	Pay Option Arm 2006	\$69,918,207	\$69,918,207	\$25,080,835	\$11,252,459		\$11,252,459	100.00%
	RALI 2006-QO7								
233	[3_PP_1YR]	Pay Option Arm 2006	\$86,103,708	\$86,103,708	\$30,821,966	\$13,828,204		\$13,828,204	100.00%

	A	B	C	D	E	F	G	H	I
1	Name	Cohort	Net Total Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
234	RALI 2006-Q07 [3_PP_3YR]	Pay Option Arm 2006	\$2,344,547	\$2,344,547	\$848,647	\$380,743		\$380,743	100.00%
235	RALI 2006-Q08 [1NO_PP]	Pay Option Arm 2006	\$47,042,154	\$47,042,154	\$16,953,835	\$7,606,299		\$7,606,299	100.00%
236	RALI 2006-Q08 [1PP_1YR]	Pay Option Arm 2006	\$92,833,297	\$92,833,297	\$33,412,625	\$14,990,497		\$14,990,497	100.00%
237	RALI 2006-Q08 [1PP_3YR]	Pay Option Arm 2006	\$174,400,889	\$174,400,889	\$63,264,191	\$28,383,334		\$28,383,334	100.00%
238	RALI 2006-Q08 [2PP_3YR]	Pay Option Arm 2006	\$182,121,631	\$182,121,631	\$65,554,796	\$29,411,008		\$29,411,008	100.00%
239	RALI 2006-Q09 [1NO_PP]	Pay Option Arm 2006	\$32,457,431	\$32,457,431	\$11,654,960	\$5,228,971		\$5,228,971	100.00%
240	RALI 2006-Q09 [1PP_1YR]	Pay Option Arm 2006	\$64,963,730	\$64,963,730	\$23,337,782	\$10,470,442		\$10,470,442	100.00%
241	RALI 2006-Q09 [1PP_23YR]	Pay Option Arm 2006	\$135,010	\$135,010	\$50,891	\$22,832		\$22,832	100.00%
242	RALI 2006-Q09 [1PP_3YR]	Pay Option Arm 2006	\$123,969,045	\$123,969,045	\$44,996,922	\$20,187,765		\$20,187,765	100.00%
243	RALI 2006-Q09 [2PP_3YR]	Pay Option Arm 2006	\$124,821,534	\$124,821,534	\$45,231,370	\$20,292,950		\$20,292,950	100.00%
244	RALI 2006-QS1 [Total]	ALT-A 2006	\$52,154,309	\$52,154,309	\$17,857,760	\$8,011,843		\$8,011,843	100.00%
245	RALI 2006-QS10 [Total]	ALT-A 2006	\$100,557,075	\$100,557,075	\$34,479,649	\$15,469,215		\$15,469,215	100.00%
246	RALI 2006-QS11 [1]	ALT-A 2006	\$143,611,059	\$143,611,059	\$49,325,609	\$22,129,821		\$22,129,821	100.00%
247	RALI 2006-QS11 [2]	ALT-A 2006	\$10,029,044	\$10,029,044	\$3,452,998	\$1,549,180		\$1,549,180	100.00%
248	RALI 2006-QS12 [I]	ALT-A 2006	\$31,241,371	\$31,241,371	\$10,798,896	\$4,844,900		\$4,844,900	100.00%
249	RALI 2006-QS12 [II]	ALT-A 2006	\$93,411,164	\$93,411,164	\$32,221,326	\$14,456,024		\$14,456,024	100.00%
250	RALI 2006-QS13 [1]	ALT-A 2006	\$108,835,479	\$108,835,479	\$37,447,821	\$16,800,879		\$16,800,879	100.00%
251	RALI 2006-QS13 [2]	ALT-A 2006	\$9,318,118	\$9,318,118	\$3,141,170	\$1,409,279		\$1,409,279	100.00%
252	RALI 2006-QS14 [Total]	ALT-A 2006	\$163,538,308	\$163,538,308	\$56,348,772	\$25,280,747		\$25,280,747	100.00%
253	RALI 2006-QS15 [Total]	ALT-A 2006	\$121,625,404	\$121,625,404	\$41,928,540	\$18,811,143		\$18,811,143	100.00%
254	RALI 2006-QS16 [Total]	ALT-A 2006	\$167,277,151	\$167,277,151	\$57,498,540	\$25,796,587		\$25,796,587	100.00%
255	RALI 2006-QS17 [Total]	ALT-A 2006	\$126,729,837	\$126,729,837	\$43,573,311	\$19,549,066		\$19,549,066	100.00%
256	RALI 2006-QS18 [1]	ALT-A 2006	\$82,781,770	\$82,781,770	\$28,518,587	\$12,794,798		\$12,794,798	100.00%
257	RALI 2006-QS18 [2]	ALT-A 2006	\$192,382,426	\$192,382,426	\$66,424,032	\$29,800,989		\$29,800,989	100.00%
258	RALI 2006-QS18 [3]	ALT-A 2006	\$10,594,899	\$10,594,899	\$3,576,346	\$1,604,520		\$1,604,520	100.00%
259	RALI 2006-QS2 [1]	ALT-A 2006	\$128,102,001	\$128,102,001	\$43,946,639	\$19,716,558		\$19,716,558	100.00%
260	RALI 2006-QS2 [2]	ALT-A 2006	\$7,195,416	\$7,195,416	\$2,421,573	\$1,086,433		\$1,086,433	100.00%
261	RALI 2006-QS2 [3]	ALT-A 2006	\$1,853,466	\$1,853,466	\$623,939	\$279,929		\$279,929	100.00%
262	RALI 2006-QS3 [1]	ALT-A 2006	\$80,993,173	\$80,993,173	\$27,813,146	\$12,478,304		\$12,478,304	100.00%
263	RALI 2006-QS3 [2]	ALT-A 2006	\$103,895,014	\$103,895,014	\$35,837,503	\$16,078,413		\$16,078,413	100.00%
264	RALI 2006-QS4 [Total]	ALT-A 2006	\$143,712,269	\$143,712,269	\$49,376,733	\$22,152,758		\$22,152,758	100.00%
265	RALI 2006-QS5 [Total]	ALT-A 2006	\$139,833,975	\$139,833,975	\$48,072,553	\$21,567,640		\$21,567,640	100.00%
266	RALI 2006-QS6 [1]	ALT-A 2006	\$160,579,444	\$160,579,444	\$55,373,308	\$24,843,107		\$24,843,107	100.00%
267	RALI 2006-QS6 [2]	ALT-A 2006	\$9,815,273	\$9,815,273	\$3,328,583	\$1,493,361		\$1,493,361	100.00%

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1	Name	Cohort	Net Total Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
268	RALI 2006-QS7 [Total]	ALT-A 2006	\$113,855,935	\$113,855,935	\$39,215,364	\$17,593,883		\$17,593,883	100.00%
269	RALI 2006-QS8 [Total]	ALT-A 2006	\$204,742,078	\$204,742,078	\$70,445,452	\$31,605,190		\$31,605,190	100.00%
270	RALI 2006-QS9 [1]	ALT-A 2006	\$91,760,351	\$91,760,351	\$31,582,551	\$14,169,439		\$14,169,439	100.00%
271	RALI 2006-QS9 [2]	ALT-A 2006	\$22,960,068	\$22,960,068	\$7,952,391	\$3,567,822		\$3,567,822	100.00%
272	RALI 2007-QA1 [Total]	ALT-A 2007	\$135,783,325	\$135,783,325	\$46,948,050	\$21,063,135		\$21,063,135	100.00%
273	RALI 2007-QA2 [Total]	ALT-A 2007	\$122,561,937	\$122,561,937	\$42,455,608	\$19,047,611		\$19,047,611	100.00%
274	RALI 2007-QA3 [Total]	ALT-A 2007	\$331,625,616	\$331,625,616	\$114,864,146	\$51,533,535		\$51,533,535	100.00%
275	RALI 2007-QA4 [Total]	ALT-A 2007	\$87,240,592	\$87,240,592	\$30,295,539	\$13,592,024		\$13,592,024	100.00%
276	RALI 2007-QA5 [1]	ALT-A 2007	\$92,481,593	\$92,481,593	\$32,014,734	\$14,363,337		\$14,363,337	100.00%
277	RALI 2007-QA5 [2]	ALT-A 2007	\$59,632,841	\$59,632,841	\$20,595,938	\$9,240,320		\$9,240,320	100.00%
278	RALI 2007-QA5 [3]	ALT-A 2007	\$16,883,932	\$16,883,932	\$5,755,079	\$2,582,003		\$2,582,003	100.00%
279	RALI 2007-QH1 [Total]	ALT-A 2007	\$202,655,058	\$202,655,058	\$69,834,430	\$31,331,056		\$31,331,056	100.00%
280	RALI 2007-QH2 [Total]	ALT-A 2007	\$134,525,243	\$134,525,243	\$46,343,223	\$20,791,780		\$20,791,780	100.00%
281	RALI 2007-QH3 [Total]	ALT-A 2007	\$139,167,011	\$139,167,011	\$47,962,922	\$21,518,455		\$21,518,455	100.00%
282	RALI 2007-QH4 [Total]	ALT-A 2007	\$154,380,286	\$154,380,286	\$53,069,172	\$23,809,362		\$23,809,362	100.00%
283	RALI 2007-QH5 [1]	ALT-A 2007	\$133,486,749	\$133,486,749	\$45,904,665	\$20,595,022		\$20,595,022	100.00%
284	RALI 2007-QH5 [2]	ALT-A 2007	\$63,139,530	\$63,139,530	\$21,746,397	\$9,756,471		\$9,756,471	100.00%
285	RALI 2007-QH6 [Total]	ALT-A 2007	\$234,932,685	\$234,932,685	\$80,805,321	\$36,253,121		\$36,253,121	100.00%
286	RALI 2007-QH7 [1]	ALT-A 2007	\$78,607,829	\$78,607,829	\$26,963,784	\$12,097,239		\$12,097,239	100.00%
287	RALI 2007-QH7 [2]	ALT-A 2007	\$52,959,083	\$52,959,083	\$18,194,569	\$8,162,951		\$8,162,951	100.00%
288	RALI 2007-QH8 [Total]	ALT-A 2007	\$220,474,243	\$220,474,243	\$75,804,176	\$34,009,369		\$34,009,369	100.00%
289	RALI 2007-QH9 [Total]	ALT-A 2007	\$228,871,769	\$228,871,769	\$78,626,391	\$35,275,549		\$35,275,549	100.00%
290	RALI 2007-QO1 [Total]	Pay Option Arm 2007	\$248,001,070	\$248,001,070	\$90,084,572	\$40,416,236		\$40,416,236	100.00%
291	RALI 2007-QO2 [Total]	Pay Option Arm 2007	\$213,492,089	\$213,492,089	\$77,160,670	\$34,617,957		\$34,617,957	100.00%
292	RALI 2007-QO3 [Total]	Pay Option Arm 2007	\$119,591,896	\$119,591,896	\$43,464,620	\$19,500,302		\$19,500,302	100.00%
293	RALI 2007-QO4 [1YPP]	Pay Option Arm 2007	\$38,775,953	\$38,775,953	\$14,078,762	\$6,316,404		\$6,316,404	100.00%
294	RALI 2007-QO4 [3YPP]	Pay Option Arm 2007	\$138,102,595	\$138,102,595	\$50,463,360	\$22,640,270		\$22,640,270	100.00%
295	RALI 2007-QO4 [NOPP]	Pay Option Arm 2007	\$24,595,930	\$24,595,930	\$8,904,388	\$3,994,933		\$3,994,933	100.00%
296	RALI 2007-QO5 [Total]	Pay Option Arm 2007	\$95,228,288	\$95,228,288	\$34,885,606	\$15,651,347		\$15,651,347	100.00%
297	RALI 2007-QS1 [1]	ALT-A 2007	\$101,160,880	\$101,160,880	\$34,622,541	\$15,533,323		\$15,533,323	100.00%
298	RALI 2007-QS1 [2]	ALT-A 2007	\$198,634,133	\$198,634,133	\$68,162,793	\$30,581,080		\$30,581,080	100.00%
299	RALI 2007-QS10 [Total]	ALT-A 2007	\$127,891,133	\$127,891,133	\$44,021,301	\$19,750,055		\$19,750,055	100.00%
300	RALI 2007-QS11 [Total]	ALT-A 2007	\$90,763,338	\$90,763,338	\$31,312,099	\$14,048,101		\$14,048,101	100.00%
301	RALI 2007-QS2 [Total]	ALT-A 2007	\$126,979,943	\$126,979,943	\$43,545,056	\$19,536,389		\$19,536,389	100.00%
302	RALI 2007-QS3 [Total]	ALT-A 2007	\$253,087,310	\$253,087,310	\$86,963,337	\$39,015,901		\$39,015,901	100.00%

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1	Name	Cohort	Net Total Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
303	RALI 2007-QS4 [I]	ALT-A 2007	\$14,357,563	\$14,357,563	\$4,931,492	\$2,212,502		\$2,212,502	100.00%
304	RALI 2007-QS4 [III]	ALT-A 2007	\$62,213,846	\$62,213,846	\$21,532,637	\$9,660,568		\$9,660,568	100.00%
305	RALI 2007-QS4 [III]	ALT-A 2007	\$77,717,218	\$77,717,218	\$26,600,027	\$11,934,041		\$11,934,041	100.00%
306	RALI 2007-QS4 [IV]	ALT-A 2007	\$16,451,790	\$16,451,790	\$5,693,897	\$2,554,554		\$2,554,554	100.00%
307	RALI 2007-QS4 [V]	ALT-A 2007	\$9,930,565	\$9,930,565	\$3,352,607	\$1,504,140		\$1,504,140	100.00%
308	[Total]	ALT-A 2007	\$115,597,289	\$115,597,289	\$39,663,031	\$17,794,728		\$17,794,728	100.00%
309	[Total]	ALT-A 2007	\$217,738,744	\$217,738,744	\$74,873,512	\$33,591,829		\$33,591,829	100.00%
310	RALI 2007-QS7 [1]	ALT-A 2007	\$126,732,793	\$126,732,793	\$43,270,391	\$19,413,161		\$19,413,161	100.00%
311	RALI 2007-QS7 [2]	ALT-A 2007	\$74,333,014	\$74,333,014	\$25,646,653	\$11,506,312		\$11,506,312	100.00%
312	[Total]	ALT-A 2007	\$165,411,041	\$165,411,041	\$56,624,303	\$25,404,363		\$25,404,363	100.00%
313	[Total]	ALT-A 2007	\$192,460,010	\$192,460,010	\$66,118,025	\$29,663,700		\$29,663,700	100.00%
314	RAMP 2004-KR1 [1]	Subprime 2004	\$85,994,251	\$85,994,251	\$49,246,190	\$22,094,190		\$22,094,190	100.00%
315	RAMP 2004-KR1 [2]	Subprime 2004	\$58,544,562	\$58,544,562	\$33,472,339	\$15,017,288		\$15,017,288	100.00%
316	RAMP 2004-KR2 [1]	Subprime 2004	\$63,925,009	\$63,925,009	\$36,582,618	\$16,412,707		\$16,412,707	100.00%
317	RAMP 2004-KR2 [2]	Subprime 2004	\$44,383,741	\$44,383,741	\$25,377,712	\$11,385,652		\$11,385,652	100.00%
318	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%
319	RAMP 2004-RS1 [2A]	Subprime 2004	\$40,617,693	\$40,617,693	\$23,260,963	\$10,435,978		\$10,435,978	100.00%
320	RAMP 2004-RS1 [2B]	Subprime 2004	\$26,091,838	\$26,091,838	\$14,962,698	\$6,712,980		\$6,712,980	100.00%
321	RAMP 2004-RS10 [1]	Subprime 2004	\$38,819,123	\$38,819,123	\$21,998,496	\$9,869,575		\$9,869,575	100.00%
322	RAMP 2004-RS10 [2]	Subprime 2004	\$111,445,050	\$111,445,050	\$63,762,807	\$28,607,037		\$28,607,037	100.00%
323	RAMP 2004-RS11 [A]	Subprime 2004	\$84,515,889	\$84,515,889	\$48,320,131	\$21,678,716		\$21,678,716	100.00%
324	RAMP 2004-RS11 [F]	Subprime 2004	\$23,098,024	\$23,098,024	\$13,051,043	\$5,855,320		\$5,855,320	100.00%
325	RAMP 2004-RS12 [1]	Subprime 2004	\$34,409,734	\$34,409,734	\$19,480,480	\$8,739,873		\$8,739,873	100.00%
326	RAMP 2004-RS12 [2]	Subprime 2004	\$86,353,687	\$86,353,687	\$49,376,376	\$22,152,597		\$22,152,597	100.00%
327	RAMP 2004-RS2 [1]	Subprime 2004	\$19,921,568	\$19,921,568	\$11,238,778	\$5,042,252		\$5,042,252	100.00%
328	RAMP 2004-RS2 [2A]	Subprime 2004	\$34,571,030	\$34,571,030	\$19,823,789	\$8,893,897		\$8,893,897	100.00%
329	RAMP 2004-RS2 [2B]	Subprime 2004	\$19,205,710	\$19,205,710	\$11,015,030	\$4,941,868		\$4,941,868	100.00%
330	RAMP 2004-RS3 [1]	Subprime 2004	\$36,014,675	\$36,014,675	\$20,344,296	\$9,127,421		\$9,127,421	100.00%
331	RAMP 2004-RS3 [2]	Subprime 2004	\$7,531,579	\$7,531,579	\$4,315,797	\$1,936,272		\$1,936,272	100.00%
332	RAMP 2004-RS4 [1]	Subprime 2004	\$29,306,260	\$29,306,260	\$16,517,744	\$7,410,648		\$7,410,648	100.00%
333	RAMP 2004-RS4 [2A]	Subprime 2004	\$33,973,280	\$33,973,280	\$19,452,947	\$8,727,520		\$8,727,520	100.00%
334	RAMP 2004-RS4 [2B]	Subprime 2004	\$32,542,213	\$32,542,213	\$18,661,651	\$8,372,507		\$8,372,507	100.00%
335	RAMP 2004-RS5 [1]	Subprime 2004	\$17,682,494	\$17,682,494	\$10,112,627	\$4,537,007	AMBAC	\$4,537,007	100.00%

	A	B	C	D	E	F	G	H	I
1	Name	Cohort	Net Total Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
336	RAMP 2004-RS5 [2A]	Subprime 2004	\$28,685,460	\$28,685,460	\$16,425,900	\$7,369,442		\$7,369,442	100.00%
337	RAMP 2004-RS5 [2B]	Subprime 2004	\$30,019,687	\$30,019,687	\$17,163,648	\$7,700,431		\$7,700,431	100.00%
338	RAMP 2004-RS6 [1]	Subprime 2004	\$24,899,249	\$24,899,249	\$14,035,904	\$6,297,176		\$6,297,176	100.00%
339	RAMP 2004-RS6 [2A]	Subprime 2004	\$47,007,391	\$47,007,391	\$26,902,338	\$12,069,672		\$12,069,672	100.00%
340	RAMP 2004-RS6 [2B]	Subprime 2004	\$16,281,524	\$16,281,524	\$9,309,026	\$4,176,473		\$4,176,473	100.00%
341	RAMP 2004-RS7 [1]	Subprime 2004	\$31,207,692	\$31,207,692	\$17,577,847	\$7,886,261	FGIC	\$7,886,261	100.00%
342	RAMP 2004-RS7 [2A]	Subprime 2004	\$32,717,481	\$32,717,481	\$18,755,504	\$8,414,614	FGIC	\$8,414,614	100.00%
343	RAMP 2004-RS7 [2B]	Subprime 2004	\$29,376,753	\$29,376,753	\$16,841,812	\$7,556,040	FGIC	\$7,556,040	100.00%
344	RAMP 2004-RS7 [3]	Subprime 2004	\$6,748,701	\$6,748,701	\$3,765,712	\$1,689,478	FGIC	\$1,689,478	100.00%
345	RAMP 2004-RS8 [1]	Subprime 2004	\$36,234,187	\$36,234,187	\$20,469,412	\$9,183,555		\$9,183,555	100.00%
346	RAMP 2004-RS8 [2]	Subprime 2004	\$59,601,734	\$59,601,734	\$34,076,432	\$15,288,313		\$15,288,313	100.00%
347	RAMP 2004-RS9 [1]	Subprime 2004	\$25,645,428	\$25,645,428	\$14,596,583	\$6,548,723	AMBAC	\$6,548,723	100.00%
348	RAMP 2004-RS9 [2]	Subprime 2004	\$72,827,221	\$72,827,221	\$41,648,474	\$18,685,492		\$18,685,492	100.00%
349	RAMP 2004-RZ1 [1]	Subprime 2004	\$23,533,534	\$23,533,534	\$13,347,694	\$5,988,412		\$5,988,412	100.00%
350	RAMP 2004-RZ1 [2]	Subprime 2004	\$7,755,378	\$7,755,378	\$4,440,708	\$1,992,313		\$1,992,313	100.00%
351	RAMP 2004-RZ2 [1]	Subprime 2004	\$25,715,420	\$25,715,420	\$14,590,734	\$6,546,099	FGIC	\$6,546,099	100.00%
352	RAMP 2004-RZ2 [2]	Subprime 2004	\$10,299,774	\$10,299,774	\$5,881,618	\$2,638,774	FGIC	\$2,638,774	100.00%
353	RAMP 2004-RZ3 [1]	Subprime 2004	\$14,970,705	\$14,970,705	\$8,471,384	\$3,800,667		\$3,800,667	100.00%
354	RAMP 2004-RZ3 [2]	Subprime 2004	\$12,444,695	\$12,444,695	\$7,101,170	\$3,185,923		\$3,185,923	100.00%
355	RAMP 2004-RZ4 [A]	Subprime 2004	\$12,087,161	\$12,087,161	\$6,895,120	\$3,093,480		\$3,093,480	100.00%
356	RAMP 2004-RZ4 [F]	Subprime 2004	\$14,025,985	\$14,025,985	\$7,946,157	\$3,565,025		\$3,565,025	100.00%
357	RAMP 2004-SL1 [EIGHT]	Subprime 2004	\$716,664	\$716,664	\$400,050	\$179,482		\$179,482	100.00%
358	RAMP 2004-SL1 [FIVE]	Subprime 2004	\$32,908	\$32,908	\$18,196	\$8,164		\$8,164	100.00%
359	RAMP 2004-SL1 [FOUR]	Subprime 2004	\$78,823	\$78,823	\$43,613	\$19,567		\$19,567	100.00%
360	RAMP 2004-SL1 [NINE]	Subprime 2004	\$127,433	\$127,433	\$70,463	\$31,613		\$31,613	100.00%
361	RAMP 2004-SL1 [ONE]	Subprime 2004	\$4,147,997	\$4,147,997	\$2,365,239	\$1,061,159		\$1,061,159	100.00%
362	RAMP 2004-SL1 [SEVEN]	Subprime 2004	\$1,307,687	\$1,307,687	\$734,790	\$329,662		\$329,662	100.00%
363	RAMP 2004-SL1 [SIX]	Subprime 2004	\$464,953	\$464,953	\$263,403	\$118,175		\$118,175	100.00%
364	RAMP 2004-SL1 [THREE]	Subprime 2004	\$17,161	\$17,161	\$9,676	\$4,341		\$4,341	100.00%
365	RAMP 2004-SL1 [TWO]	Subprime 2004	\$16,279	\$16,279	\$9,003	\$4,039		\$4,039	100.00%
366	RAMP 2004-SL2 [1]	Subprime 2004	\$118,389	\$118,389	\$65,977	\$29,600		\$29,600	100.00%

	A	B	C	D	E	F	G	H	I
1	Name	Cohort	Net Total Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
367	RAMP 2004-SL2 [2]	Subprime 2004	\$495,833	\$495,833	\$274,540	\$123,172		\$123,172	100.00%
368	RAMP 2004-SL2 [3]	Subprime 2004	\$1,124,730	\$1,124,730	\$629,941	\$282,622		\$282,622	100.00%
369	RAMP 2004-SL2 [4]	Subprime 2004	\$5,853,802	\$5,853,802	\$3,350,968	\$1,503,404		\$1,503,404	100.00%
370	RAMP 2004-SL3 [1]	Subprime 2004	\$272,919	\$272,919	\$155,993	\$69,986		\$69,986	100.00%
371	RAMP 2004-SL3 [2]	Subprime 2004	\$750,273	\$750,273	\$421,457	\$189,086		\$189,086	100.00%
372	RAMP 2004-SL3 [3]	Subprime 2004	\$406,291	\$406,291	\$227,291	\$101,974		\$101,974	100.00%
373	RAMP 2004-SL3 [4]	Subprime 2004	\$1,699,613	\$1,699,613	\$970,892	\$435,589		\$435,589	100.00%
374	RAMP 2004-SL4 [1]	Subprime 2004	\$49,965	\$49,965	\$27,628	\$12,395		\$12,395	100.00%
375	RAMP 2004-SL4 [2]	Subprime 2004	\$146,088	\$146,088	\$81,723	\$36,665		\$36,665	100.00%
376	RAMP 2004-SL4 [3]	Subprime 2004	\$427,877	\$427,877	\$239,051	\$107,250		\$107,250	100.00%
377	RAMP 2004-SL4 [4]	Subprime 2004	\$419,724	\$419,724	\$236,139	\$105,943		\$105,943	100.00%
378	RAMP 2004-SL4 [5]	Subprime 2004	\$1,397,490	\$1,397,490	\$798,230	\$358,124		\$358,124	100.00%
379	RAMP 2005-EFC1 [1A]	Subprime 2005	\$69,173,063	\$69,173,063	\$39,476,680	\$17,711,121		\$17,711,121	100.00%
380	RAMP 2005-EFC1 [1F]	Subprime 2005	\$12,056,960	\$12,056,960	\$6,792,828	\$3,047,587		\$3,047,587	100.00%
381	RAMP 2005-EFC1 [2A]	Subprime 2005	\$61,435,263	\$61,435,263	\$35,036,182	\$15,718,902		\$15,718,902	100.00%
382	RAMP 2005-EFC1 [2F]	Subprime 2005	\$16,748,008	\$16,748,008	\$9,436,379	\$4,233,610		\$4,233,610	100.00%
383	RAMP 2005-EFC2 [A]	Subprime 2005	\$101,148,279	\$101,148,279	\$57,737,839	\$25,903,949		\$25,903,949	100.00%
384	RAMP 2005-EFC2 [F]	Subprime 2005	\$18,270,213	\$18,270,213	\$10,289,780	\$4,616,486		\$4,616,486	100.00%
385	RAMP 2005-EFC3 [1A]	Subprime 2005	\$65,312,627	\$65,312,627	\$37,251,145	\$16,712,641		\$16,712,641	100.00%
386	RAMP 2005-EFC3 [1F]	Subprime 2005	\$6,628,196	\$6,628,196	\$3,745,982	\$1,680,626		\$1,680,626	100.00%
387	RAMP 2005-EFC3 [2A]	Subprime 2005	\$47,266,394	\$47,266,394	\$26,935,661	\$12,084,622		\$12,084,622	100.00%
388	RAMP 2005-EFC3 [2F]	Subprime 2005	\$16,573,666	\$16,573,666	\$9,350,299	\$4,194,990		\$4,194,990	100.00%
389	RAMP 2005-EFC4 [A]	Subprime 2005	\$129,644,110	\$129,644,110	\$73,941,134	\$33,173,520		\$33,173,520	100.00%
390	RAMP 2005-EFC4 [F]	Subprime 2005	\$23,296,896	\$23,296,896	\$13,122,812	\$5,887,520		\$5,887,520	100.00%
391	RAMP 2005-EFC5 [A]	Subprime 2005	\$129,368,509	\$129,368,509	\$73,684,527	\$33,058,394		\$33,058,394	100.00%
392	RAMP 2005-EFC5 [F]	Subprime 2005	\$21,624,518	\$21,624,518	\$12,201,197	\$5,474,039		\$5,474,039	100.00%
393	RAMP 2005-EFC6 [1A]	Subprime 2005	\$91,772,118	\$91,772,118	\$52,375,503	\$23,498,149		\$23,498,149	100.00%
394	RAMP 2005-EFC6 [1F]	Subprime 2005	\$20,769,435	\$20,769,435	\$11,745,602	\$5,269,637		\$5,269,637	100.00%
395	RAMP 2005-EFC6 [2A]	Subprime 2005	\$33,689,926	\$33,689,926	\$19,163,039	\$8,597,453		\$8,597,453	100.00%
396	RAMP 2005-EFC6 [2F]	Subprime 2005	\$6,436,035	\$6,436,035	\$3,626,622	\$1,627,076		\$1,627,076	100.00%
397	RAMP 2005-EFC7 [1A]	Subprime 2005	\$78,138,224	\$78,138,224	\$44,506,718	\$19,967,837	FGIC	\$19,967,837	100.00%
398	RAMP 2005-EFC7 [1F]	Subprime 2005	\$26,092,878	\$26,092,878	\$14,753,924	\$6,619,314	FGIC	\$6,619,314	100.00%
399	RAMP 2005-EFC7 [2A]	Subprime 2005	\$44,058,681	\$44,058,681	\$25,177,022	\$11,295,613	FGIC	\$11,295,613	100.00%
400	RAMP 2005-EFC7 [2F]	Subprime 2005	\$5,066,696	\$5,066,696	\$2,876,303	\$1,290,447	FGIC	\$1,290,447	100.00%
401	RAMP 2005-NC1 [1A]	Subprime 2005	\$85,484,594	\$85,484,594	\$48,752,350	\$21,872,630	FGIC	\$21,872,630	100.00%

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402	RAMP 2005-NC1 [1F]	Subprime 2005	\$25,271,470	\$25,271,470	\$14,311,132	\$6,420,656	FGIC	\$6,420,656	100.00%
403	RAMP 2005-NC1 [2A]	Subprime 2005	\$61,696,843	\$61,696,843	\$35,165,697	\$15,777,009	FGIC	\$15,777,009	100.00%
404	RAMP 2005-NC1 [2F]	Subprime 2005	\$27,149,460	\$27,149,460	\$15,360,535	\$6,891,469	FGIC	\$6,891,469	100.00%
405	RAMP 2005-RS1 [1]	Subprime 2005	\$40,013,212	\$40,013,212	\$22,557,518	\$10,120,378		\$10,120,378	100.00%
406	RAMP 2005-RS1 [2]	Subprime 2005	\$99,244,735	\$99,244,735	\$56,626,381	\$25,405,295		\$25,405,295	100.00%
407	RAMP 2005-RS2 [1A]	Subprime 2005	\$61,905,028	\$61,905,028	\$35,349,657	\$15,859,542		\$15,859,542	100.00%
408	RAMP 2005-RS2 [1F]	Subprime 2005	\$16,029,124	\$16,029,124	\$9,062,453	\$4,065,849		\$4,065,849	100.00%
409	RAMP 2005-RS2 [2A]	Subprime 2005	\$19,011,637	\$19,011,637	\$10,847,277	\$4,866,606		\$4,866,606	100.00%
410	RAMP 2005-RS2 [2F]	Subprime 2005	\$8,736,196	\$8,736,196	\$4,929,380	\$2,211,555		\$2,211,555	100.00%
411	RAMP 2005-RS3 [1AA]	Subprime 2005	\$27,193,008	\$27,193,008	\$15,511,184	\$6,959,057		\$6,959,057	100.00%
412	RAMP 2005-RS3 [1AF]	Subprime 2005	\$20,917,142	\$20,917,142	\$11,794,843	\$5,291,729		\$5,291,729	100.00%
413	RAMP 2005-RS3 [1BA]	Subprime 2005	\$35,292,207	\$35,292,207	\$20,079,811	\$9,008,761		\$9,008,761	100.00%
414	RAMP 2005-RS3 [1BF]	Subprime 2005	\$12,710,329	\$12,710,329	\$7,166,615	\$3,215,285		\$3,215,285	100.00%
415	RAMP 2005-RS3 [2]	Subprime 2005	\$15,865,140	\$15,865,140	\$8,954,061	\$4,017,219		\$4,017,219	100.00%
416	RAMP 2005-RS4 [A]	Subprime 2005	\$67,024,304	\$67,024,304	\$38,201,775	\$17,139,138		\$17,139,138	100.00%
417	RAMP 2005-RS4 [F]	Subprime 2005	\$20,820,533	\$20,820,533	\$11,726,878	\$5,261,237		\$5,261,237	100.00%
418	RAMP 2005-RS5 [1A]	Subprime 2005	\$24,725,556	\$24,725,556	\$14,074,520	\$6,314,501		\$6,314,501	100.00%
419	RAMP 2005-RS5 [1F]	Subprime 2005	\$10,630,408	\$10,630,408	\$5,989,533	\$2,687,190		\$2,687,190	100.00%
420	RAMP 2005-RS5 [2A]	Subprime 2005	\$35,220,616	\$35,220,616	\$20,069,742	\$9,004,244		\$9,004,244	100.00%
421	RAMP 2005-RS5 [2F]	Subprime 2005	\$8,341,665	\$8,341,665	\$4,711,851	\$2,113,961		\$2,113,961	100.00%
422	RAMP 2005-RS6 [1A]	Subprime 2005	\$73,094,634	\$73,094,634	\$41,687,831	\$18,703,150		\$18,703,150	100.00%
423	RAMP 2005-RS6 [1F]	Subprime 2005	\$26,872,003	\$26,872,003	\$15,151,652	\$6,797,754		\$6,797,754	100.00%
424	RAMP 2005-RS6 [2A]	Subprime 2005	\$76,867,095	\$76,867,095	\$43,799,132	\$19,650,380		\$19,650,380	100.00%
425	RAMP 2005-RS6 [2F]	Subprime 2005	\$19,451,317	\$19,451,317	\$11,000,927	\$4,935,541		\$4,935,541	100.00%
426	RAMP 2005-RS7 [A]	Subprime 2005	\$51,845,493	\$51,845,493	\$29,504,222	\$13,237,001		\$13,237,001	100.00%
427	RAMP 2005-RS7 [F]	Subprime 2005	\$38,257,195	\$38,257,195	\$21,543,421	\$9,665,406		\$9,665,406	100.00%
428	RAMP 2005-RS8 [AG5]	Subprime 2005	\$32,229,039	\$32,229,039	\$18,272,471	\$8,197,902		\$8,197,902	100.00%
429	RAMP 2005-RS8 [AL5]	Subprime 2005	\$78,074,733	\$78,074,733	\$44,514,432	\$19,971,298		\$19,971,298	100.00%
430	RAMP 2005-RS8 [F]	Subprime 2005	\$35,390,738	\$35,390,738	\$19,958,347	\$8,954,266		\$8,954,266	100.00%
431	RAMP 2005-RS9 [1A_L]	Subprime 2005	\$23,308,656	\$23,308,656	\$13,196,254	\$5,920,469	FGIC	\$5,920,469	100.00%

	A	B	C	D	E	F	G	H	I
1	Name	Cohort	Net Total Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
432	RAMP 2005-RS9 [1A_S]	Subprime 2005	\$68,738,835	\$68,738,835	\$39,126,674	\$17,554,092	FGIC	\$17,554,092	100.00%
433	RAMP 2005-RS9 [1F]	Subprime 2005	\$36,660,035	\$36,660,035	\$20,716,523	\$9,294,421	FGIC	\$9,294,421	100.00%
434	RAMP 2005-RS9 [2A_L]	Subprime 2005	\$8,853,973	\$8,853,973	\$5,024,373	\$2,254,174	FGIC	\$2,254,174	100.00%
435	RAMP 2005-RS9 [2A_S]	Subprime 2005	\$72,725,684	\$72,725,684	\$41,447,661	\$18,595,397	FGIC	\$18,595,397	100.00%
436	RAMP 2005-RS9 [2F]	Subprime 2005	\$20,427,868	\$20,427,868	\$11,578,404	\$5,194,624	FGIC	\$5,194,624	100.00%
437	RAMP 2005-RZ1 [A]	Subprime 2005	\$14,682,916	\$14,682,916	\$8,343,085	\$3,743,106		\$3,743,106	100.00%
438	RAMP 2005-RZ1 [F]	Subprime 2005	\$11,482,144	\$11,482,144	\$6,485,526	\$2,909,717		\$2,909,717	100.00%
439	RAMP 2005-RZ2 [1A]	Subprime 2005	\$22,207,688	\$22,207,688	\$12,657,089	\$5,678,574		\$5,678,574	100.00%
440	RAMP 2005-RZ2 [1F]	Subprime 2005	\$6,706,532	\$6,706,532	\$3,798,736	\$1,704,294		\$1,704,294	100.00%
441	RAMP 2005-RZ2 [2A]	Subprime 2005	\$25,559,677	\$25,559,677	\$14,536,377	\$6,521,712		\$6,521,712	100.00%
442	RAMP 2005-RZ2 [2F]	Subprime 2005	\$7,677,029	\$7,677,029	\$4,343,140	\$1,948,540		\$1,948,540	100.00%
443	RAMP 2005-RZ3 [A]	Subprime 2005	\$64,551,652	\$64,551,652	\$36,794,419	\$16,507,731		\$16,507,731	100.00%
444	RAMP 2005-RZ3 [F]	Subprime 2005	\$18,799,079	\$18,799,079	\$10,624,279	\$4,766,558		\$4,766,558	100.00%
445	RAMP 2005-RZ4 [A]	Subprime 2005	\$83,856,750	\$83,856,750	\$47,825,142	\$21,456,640		\$21,456,640	100.00%
446	RAMP 2005-RZ4 [F]	Subprime 2005	\$25,495,934	\$25,495,934	\$14,411,718	\$6,465,784		\$6,465,784	100.00%
447	RAMP 2005-SL1 [1]	ALT-A 2005	\$316,278	\$316,278	\$122,880	\$55,130		\$55,130	100.00%
448	RAMP 2005-SL1 [2]	ALT-A 2005	\$214,194	\$214,194	\$84,799	\$38,045		\$38,045	100.00%
449	RAMP 2005-SL1 [3]	ALT-A 2005	\$2,366,444	\$2,366,444	\$1,046,003	\$469,287		\$469,287	100.00%
450	RAMP 2005-SL1 [4]	ALT-A 2005	\$1,200,472	\$1,200,472	\$495,942	\$222,503		\$222,503	100.00%
451	RAMP 2005-SL1 [5]	ALT-A 2005	\$1,303,177	\$1,303,177	\$522,877	\$234,588		\$234,588	100.00%
452	RAMP 2005-SL1 [6]	ALT-A 2005	\$1,189,819	\$1,189,819	\$505,205	\$226,659		\$226,659	100.00%
453	RAMP 2005-SL1 [7]	ALT-A 2005	\$7,735,437	\$7,735,437	\$3,359,197	\$1,507,096		\$1,507,096	100.00%
454	RAMP 2005-SL2 [1]	ALT-A 2005	\$302,438	\$302,438	\$117,395	\$52,669		\$52,669	100.00%
455	RAMP 2005-SL2 [2]	ALT-A 2005	\$1,568,381	\$1,568,381	\$687,037	\$308,238		\$308,238	100.00%
456	RAMP 2005-SL2 [3]	ALT-A 2005	\$1,526,436	\$1,526,436	\$632,898	\$283,948		\$283,948	100.00%
457	RAMP 2005-SL2 [4]	ALT-A 2005	\$2,730,339	\$2,730,339	\$1,178,031	\$528,521		\$528,521	100.00%
458	RAMP 2005-SL2 [5]	ALT-A 2005	\$3,089,817	\$3,089,817	\$1,359,518	\$609,945		\$609,945	100.00%
459	RAMP 2006-EFC1 [A]	Subprime 2006	\$124,233,607	\$124,233,607	\$69,050,031	\$30,979,138		\$30,979,138	100.00%
460	RAMP 2006-EFC1 [F]	Subprime 2006	\$34,786,684	\$34,786,684	\$19,342,743	\$8,678,077		\$8,678,077	100.00%
461	RAMP 2006-EFC2 [A]	Subprime 2006	\$106,881,854	\$106,881,854	\$59,422,826	\$26,659,914		\$26,659,914	100.00%
462	RAMP 2006-EFC2 [F]	Subprime 2006	\$39,080,119	\$39,080,119	\$21,734,983	\$9,751,350		\$9,751,350	100.00%
463	RAMP 2006-NC1 [A]	Subprime 2006	\$123,559,915	\$123,559,915	\$68,662,265	\$30,805,167		\$30,805,167	100.00%
464	RAMP 2006-NC1 [F]	Subprime 2006	\$35,623,267	\$35,623,267	\$19,809,915	\$8,887,673		\$8,887,673	100.00%
465	RAMP 2006-NC2 [A]	Subprime 2006	\$183,384,446	\$183,384,446	\$101,918,958	\$45,725,706		\$45,725,706	100.00%
466	RAMP 2006-NC2 [F]	Subprime 2006	\$57,013,026	\$57,013,026	\$31,708,467	\$14,225,931		\$14,225,931	100.00%

	A	B	C	D	E	F	G	H	I
1	Name	Cohort	Net Total Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
467	RAMP 2006-NC3 [A]	Subprime 2006	\$129,874,502	\$129,874,502	\$72,179,832	\$32,383,315		\$32,383,315	100.00%
468	RAMP 2006-NC3 [F]	Subprime 2006	\$42,661,703	\$42,661,703	\$23,727,964	\$10,645,496		\$10,645,496	100.00%
469	RAMP 2006-RS1 [1A]	Subprime 2006	\$139,203,110	\$139,203,110	\$77,382,422	\$34,717,446		\$34,717,446	100.00%
470	RAMP 2006-RS1 [1F]	Subprime 2006	\$59,740,546	\$59,740,546	\$33,218,548	\$14,903,425		\$14,903,425	100.00%
471	RAMP 2006-RS1 [2A]	Subprime 2006	\$116,046,100	\$116,046,100	\$64,499,965	\$28,937,761		\$28,937,761	100.00%
472	RAMP 2006-RS1 [2F]	Subprime 2006	\$24,143,676	\$24,143,676	\$13,425,806	\$6,023,457		\$6,023,457	100.00%
473	RAMP 2006-RS2 [A]	Subprime 2006	\$150,057,328	\$150,057,328	\$83,401,888	\$37,418,065		\$37,418,065	100.00%
474	RAMP 2006-RS2 [F]	Subprime 2006	\$88,757,924	\$88,757,924	\$49,365,294	\$22,147,626		\$22,147,626	100.00%
475	RAMP 2006-RS3 [A]	Subprime 2006	\$76,965,669	\$76,965,669	\$42,772,864	\$19,189,947	MGIC (Pool Policy)	\$19,189,947	100.00%
476	RAMP 2006-RS3 [F]	Subprime 2006	\$135,543,094	\$135,543,094	\$75,385,807	\$33,821,669	MGIC (Pool Policy)	\$33,821,669	100.00%
477	RAMP 2006-RS4 [A]	Subprime 2006	\$246,474,867	\$246,474,867	\$136,983,995	\$61,457,554		\$61,457,554	100.00%
478	RAMP 2006-RS4 [F]	Subprime 2006	\$93,300,680	\$93,300,680	\$51,879,066	\$23,275,423		\$23,275,423	100.00%
479	RAMP 2006-RS5 [A]	Subprime 2006	\$58,016,723	\$58,016,723	\$32,246,505	\$14,467,320		\$14,467,320	100.00%
480	RAMP 2006-RS5 [F]	Subprime 2006	\$76,811,839	\$76,811,839	\$42,719,206	\$19,165,873		\$19,165,873	100.00%
481	RAMP 2006-RS6 [A]	Subprime 2006	\$109,297,956	\$109,297,956	\$60,744,923	\$27,253,070		\$27,253,070	100.00%
482	RAMP 2006-RS6 [F]	Subprime 2006	\$35,952,810	\$35,952,810	\$19,994,292	\$8,970,393		\$8,970,393	100.00%
483	RAMP 2006-RZ1 [A]	Subprime 2006	\$108,145,173	\$108,145,173	\$60,106,687	\$26,966,727		\$26,966,727	100.00%
484	RAMP 2006-RZ1 [F]	Subprime 2006	\$34,897,714	\$34,897,714	\$19,414,969	\$8,710,481		\$8,710,481	100.00%
485	RAMP 2006-RZ2 [A]	Subprime 2006	\$107,777,974	\$107,777,974	\$59,894,624	\$26,871,585		\$26,871,585	100.00%
486	RAMP 2006-RZ2 [F]	Subprime 2006	\$23,618,253	\$23,618,253	\$13,137,432	\$5,894,079		\$5,894,079	100.00%
487	RAMP 2006-RZ3 [A]	Subprime 2006	\$238,960,739	\$238,960,739	\$132,810,688	\$59,585,210		\$59,585,210	100.00%
488	RAMP 2006-RZ3 [F]	Subprime 2006	\$48,544,187	\$48,544,187	\$27,002,010	\$12,114,390		\$12,114,390	100.00%
489	RAMP 2006-RZ4 [A]	Subprime 2006	\$288,472,108	\$288,472,108	\$160,338,380	\$71,935,445		\$71,935,445	100.00%
490	RAMP 2006-RZ4 [F]	Subprime 2006	\$72,876,036	\$72,876,036	\$40,532,889	\$18,184,987		\$18,184,987	100.00%
491	RAMP 2006-RZ5 [A]	Subprime 2006	\$144,669,076	\$144,669,076	\$80,406,753	\$36,074,305		\$36,074,305	100.00%
492	RAMP 2006-RZ5 [F]	Subprime 2006	\$62,065,277	\$62,065,277	\$34,517,197	\$15,486,061		\$15,486,061	100.00%
493	RAMP 2007-RS1 [A]	Subprime 2007	\$41,524,708	\$41,524,708	\$23,086,412	\$10,357,665		\$10,357,665	100.00%
494	RAMP 2007-RS1 [F]	Subprime 2007	\$139,125,561	\$139,125,561	\$77,365,399	\$34,709,808		\$34,709,808	100.00%
495	RAMP 2007-RS2 [A]	Subprime 2007	\$111,193,752	\$111,193,752	\$61,805,501	\$27,728,896		\$27,728,896	100.00%
496	RAMP 2007-RS2 [F]	Subprime 2007	\$67,903,369	\$67,903,369	\$37,768,301	\$16,944,661		\$16,944,661	100.00%

	A	B	C	D	E	F	G	H	I
1	Name	Cohort	Net Total Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
497	RAMP 2007-RZ1 [A]	Subprime 2007	\$105,384,995	\$105,384,995	\$58,575,326	\$26,279,685		\$26,279,685	100.00%
498	RAMP 2007-RZ1 [F]	Subprime 2007	\$39,569,044	\$39,569,044	\$22,008,943	\$9,874,262		\$9,874,262	100.00%
499	RASC 2004-KS1 [1]	Subprime 2004	\$19,904,485	\$19,904,485	\$11,217,544	\$5,032,725		\$5,032,725	100.00%
500	RASC 2004-KS1 [2A]	Subprime 2004	\$16,074,227	\$16,074,227	\$9,191,542	\$4,123,764		\$4,123,764	100.00%
501	RASC 2004-KS1 [2B]	Subprime 2004	\$15,599,526	\$15,599,526	\$8,929,061	\$4,006,002		\$4,006,002	100.00%
502	RASC 2004-KS10 [1A]	Subprime 2004	\$18,698,074	\$18,698,074	\$10,699,373	\$4,800,249		\$4,800,249	100.00%
503	RASC 2004-KS10 [1F]	Subprime 2004	\$7,347,386	\$7,347,386	\$4,150,557	\$1,862,138		\$1,862,138	100.00%
504	RASC 2004-KS10 [2A]	Subprime 2004	\$50,569,433	\$50,569,433	\$28,904,741	\$12,968,045		\$12,968,045	100.00%
505	RASC 2004-KS10 [2F]	Subprime 2004	\$8,156,741	\$8,156,741	\$4,604,414	\$2,065,760		\$2,065,760	100.00%
506	RASC 2004-KS11 [1A]	Subprime 2004	\$28,358,503	\$28,358,503	\$16,204,003	\$7,269,889		\$7,269,889	100.00%
507	RASC 2004-KS11 [1F]	Subprime 2004	\$2,921,401	\$2,921,401	\$1,650,087	\$740,308		\$740,308	100.00%
508	RASC 2004-KS11 [2A]	Subprime 2004	\$27,117,556	\$27,117,556	\$15,501,315	\$6,954,629		\$6,954,629	100.00%
509	RASC 2004-KS11 [2F]	Subprime 2004	\$3,473,119	\$3,473,119	\$1,964,895	\$881,546		\$881,546	100.00%
510	RASC 2004-KS12 [1A]	Subprime 2004	\$23,199,991	\$23,199,991	\$13,278,977	\$5,957,582		\$5,957,582	100.00%
511	RASC 2004-KS12 [1F]	Subprime 2004	\$3,429,187	\$3,429,187	\$1,942,014	\$871,280		\$871,280	100.00%
512	RASC 2004-KS12 [2A]	Subprime 2004	\$21,371,105	\$21,371,105	\$12,211,553	\$5,478,685		\$5,478,685	100.00%
513	RASC 2004-KS12 [2F]	Subprime 2004	\$3,380,262	\$3,380,262	\$1,907,846	\$855,951		\$855,951	100.00%
514	RASC 2004-KS2 [1]	Subprime 2004	\$23,454,882	\$23,454,882	\$13,228,959	\$5,935,142		\$5,935,142	100.00%
515	RASC 2004-KS2 [2A]	Subprime 2004	\$17,871,521	\$17,871,521	\$10,224,920	\$4,587,387		\$4,587,387	100.00%
516	RASC 2004-KS2 [2B]	Subprime 2004	\$17,777,457	\$17,777,457	\$10,172,945	\$4,564,068		\$4,564,068	100.00%
517	RASC 2004-KS3 [1]	Subprime 2004	\$15,563,536	\$15,563,536	\$8,759,851	\$3,930,087		\$3,930,087	100.00%
518	RASC 2004-KS3 [2A]	Subprime 2004	\$14,157,504	\$14,157,504	\$8,093,478	\$3,631,120		\$3,631,120	100.00%
519	RASC 2004-KS3 [2B]	Subprime 2004	\$14,075,780	\$14,075,780	\$8,048,290	\$3,610,847		\$3,610,847	100.00%
520	RASC 2004-KS4 [1]	Subprime 2004	\$16,176,240	\$16,176,240	\$9,153,243	\$4,106,581	AMBAC	\$4,106,581	100.00%
521	RASC 2004-KS4 [2A]	Subprime 2004	\$21,183,761	\$21,183,761	\$12,116,244	\$5,435,925	AMBAC	\$5,435,925	100.00%
522	RASC 2004-KS4 [2B]	Subprime 2004	\$20,412,175	\$20,412,175	\$11,686,311	\$5,243,037	AMBAC	\$5,243,037	100.00%
523	RASC 2004-KS5 [1]	Subprime 2004	\$24,177,040	\$24,177,040	\$13,581,714	\$6,093,405		\$6,093,405	100.00%
524	RASC 2004-KS5 [2A]	Subprime 2004	\$25,176,509	\$25,176,509	\$14,388,483	\$6,455,360		\$6,455,360	100.00%
525	RASC 2004-KS5 [2B]	Subprime 2004	\$24,431,449	\$24,431,449	\$13,976,509	\$6,270,528		\$6,270,528	100.00%
526	RASC 2004-KS6 [1]	Subprime 2004	\$19,572,769	\$19,572,769	\$11,033,061	\$4,949,957		\$4,949,957	100.00%
527	RASC 2004-KS6 [2A]	Subprime 2004	\$26,575,817	\$26,575,817	\$15,205,535	\$6,821,928		\$6,821,928	100.00%
528	RASC 2004-KS6 [2B]	Subprime 2004	\$26,639,291	\$26,639,291	\$15,240,631	\$6,837,674		\$6,837,674	100.00%
529	RASC 2004-KS7 [1]	Subprime 2004	\$17,950,455	\$17,950,455	\$10,117,443	\$4,539,167	FGIC	\$4,539,167	100.00%

	A	B	C	D	E	F	G	H	I
1	Name	Cohort	Net Total Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
530	RASC 2004-KS7 [2A]	Subprime 2004	\$18,698,981	\$18,698,981	\$10,683,418	\$4,793,091	FGIC	\$4,793,091	100.00%
531	RASC 2004-KS7 [2B]	Subprime 2004	\$19,160,076	\$19,160,076	\$10,938,376	\$4,907,477	FGIC	\$4,907,477	100.00%
532	RASC 2004-KS8 [1]	Subprime 2004	\$21,103,817	\$21,103,817	\$11,915,800	\$5,345,996		\$5,345,996	100.00%
533	RASC 2004-KS8 [2]	Subprime 2004	\$27,836,805	\$27,836,805	\$15,937,260	\$7,150,215		\$7,150,215	100.00%
534	RASC 2004-KS9 [1]	Subprime 2004	\$12,933,296	\$12,933,296	\$7,285,102	\$3,268,444	FGIC	\$3,268,444	100.00%
535	RASC 2004-KS9 [2]	Subprime 2004	\$27,657,220	\$27,657,220	\$15,795,876	\$7,086,783	FGIC	\$7,086,783	100.00%
536	RASC 2005-AHL1 [A]	Subprime 2005	\$99,458,652	\$99,458,652	\$56,707,581	\$25,441,726		\$25,441,726	100.00%
537	RASC 2005-AHL1 [F]	Subprime 2005	\$4,415,699	\$4,415,699	\$2,500,106	\$1,121,667		\$1,121,667	100.00%
538	RASC 2005-AHL2 [A]	Subprime 2005	\$86,152,991	\$86,152,991	\$49,191,559	\$22,069,680		\$22,069,680	100.00%
539	RASC 2005-AHL2 [F]	Subprime 2005	\$20,881,172	\$20,881,172	\$11,748,861	\$5,271,099		\$5,271,099	100.00%
540	RASC 2005-AHL3 [A]	Subprime 2005	\$107,860,397	\$107,860,397	\$61,569,467	\$27,622,999		\$27,622,999	100.00%
541	RASC 2005-AHL3 [F]	Subprime 2005	\$22,149,846	\$22,149,846	\$12,465,105	\$5,592,441		\$5,592,441	100.00%
542	RASC 2005-EMX1 [1A]	Subprime 2005	\$22,395,515	\$22,395,515	\$12,759,631	\$5,724,579		\$5,724,579	100.00%
543	RASC 2005-EMX1 [1F]	Subprime 2005	\$15,177,222	\$15,177,222	\$8,535,066	\$3,829,238		\$3,829,238	100.00%
544	RASC 2005-EMX1 [2A]	Subprime 2005	\$23,087,315	\$23,087,315	\$13,122,770	\$5,887,501		\$5,887,501	100.00%
545	RASC 2005-EMX1 [2F]	Subprime 2005	\$9,790,923	\$9,790,923	\$5,502,829	\$2,468,831		\$2,468,831	100.00%
546	RASC 2005-EMX2 [A]	Subprime 2005	\$55,167,321	\$55,167,321	\$31,369,204	\$14,073,721		\$14,073,721	100.00%
547	RASC 2005-EMX2 [F]	Subprime 2005	\$29,793,128	\$29,793,128	\$16,829,542	\$7,550,535		\$7,550,535	100.00%
548	RASC 2005-EMX3 [1A]	Subprime 2005	\$57,614,160	\$57,614,160	\$32,847,804	\$14,737,092		\$14,737,092	100.00%
549	RASC 2005-EMX3 [1F]	Subprime 2005	\$13,386,691	\$13,386,691	\$7,601,417	\$3,410,358		\$3,410,358	100.00%
550	RASC 2005-EMX3 [2A]	Subprime 2005	\$50,687,020	\$50,687,020	\$28,840,420	\$12,939,188		\$12,939,188	100.00%
551	RASC 2005-EMX3 [2F]	Subprime 2005	\$14,470,596	\$14,470,596	\$8,204,078	\$3,680,741		\$3,680,741	100.00%
552	RASC 2005-EMX4 [A]	Subprime 2005	\$90,679,459	\$90,679,459	\$51,605,474	\$23,152,677		\$23,152,677	100.00%
553	RASC 2005-EMX4 [F]	Subprime 2005	\$32,002,070	\$32,002,070	\$18,246,900	\$8,186,430		\$8,186,430	100.00%
554	RASC 2005-EMX5 [A]	Subprime 2005	\$68,387,817	\$68,387,817	\$39,004,772	\$17,499,401	FGIC	\$17,499,401	100.00%
555	RASC 2005-EMX5 [F]	Subprime 2005	\$26,476,260	\$26,476,260	\$15,127,530	\$6,786,931	FGIC	\$6,786,931	100.00%
556	RASC 2005-KS1 [1A]	Subprime 2005	\$59,781,370	\$59,781,370	\$34,094,640	\$15,296,482		\$15,296,482	100.00%
557	RASC 2005-KS1 [1F]	Subprime 2005	\$13,865,151	\$13,865,151	\$7,820,617	\$3,508,702		\$3,508,702	100.00%
558	RASC 2005-KS10 [1A]	Subprime 2005	\$144,539,990	\$144,539,990	\$82,494,989	\$37,011,187		\$37,011,187	100.00%
559	RASC 2005-KS10 [1F]	Subprime 2005	\$26,771,885	\$26,771,885	\$15,182,221	\$6,811,469		\$6,811,469	100.00%
560	RASC 2005-KS10 [2A]	Subprime 2005	\$106,210,099	\$106,210,099	\$60,515,795	\$27,150,272		\$27,150,272	100.00%
561	RASC 2005-KS10 [2F]	Subprime 2005	\$34,680,249	\$34,680,249	\$19,620,541	\$8,802,711		\$8,802,711	100.00%

	A	B	C	D	E	F	G	H	I
1	Name	Cohort	Net Total Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
562	RASC 2005-KS11 [1A]	Subprime 2005	\$138,668,473	\$138,668,473	\$79,100,329	\$35,488,181		\$35,488,181	100.00%
563	RASC 2005-KS11 [1F]	Subprime 2005	\$37,848,181	\$37,848,181	\$21,478,313	\$9,636,196		\$9,636,196	100.00%
564	RASC 2005-KS11 [2A]	Subprime 2005	\$121,311,413	\$121,311,413	\$69,097,720	\$31,000,533		\$31,000,533	100.00%
565	RASC 2005-KS11 [2F]	Subprime 2005	\$42,055,273	\$42,055,273	\$23,802,338	\$10,678,864		\$10,678,864	100.00%
566	RASC 2005-KS12 [A]	Subprime 2005	\$238,777,556	\$238,777,556	\$136,181,105	\$61,097,339		\$61,097,339	100.00%
567	RASC 2005-KS12 [F]	Subprime 2005	\$58,006,933	\$58,006,933	\$32,888,726	\$14,755,451		\$14,755,451	100.00%
568	RASC 2005-KS2 [1A]	Subprime 2005	\$24,203,965	\$24,203,965	\$13,809,155	\$6,195,446		\$6,195,446	100.00%
569	RASC 2005-KS2 [1F]	Subprime 2005	\$3,839,594	\$3,839,594	\$2,163,731	\$970,753		\$970,753	100.00%
570	RASC 2005-KS2 [2A]	Subprime 2005	\$28,000,231	\$28,000,231	\$15,959,793	\$7,160,324		\$7,160,324	100.00%
571	RASC 2005-KS2 [2F]	Subprime 2005	\$4,780,228	\$4,780,228	\$2,693,225	\$1,208,309		\$1,208,309	100.00%
572	RASC 2005-KS3 [A]	Subprime 2005	\$43,157,888	\$43,157,888	\$24,619,996	\$11,045,705		\$11,045,705	100.00%
573	RASC 2005-KS3 [F]	Subprime 2005	\$10,087,998	\$10,087,998	\$5,684,513	\$2,550,344		\$2,550,344	100.00%
574	RASC 2005-KS4 [A]	Subprime 2005	\$45,767,673	\$45,767,673	\$26,102,336	\$11,710,753		\$11,710,753	100.00%
575	RASC 2005-KS4 [F]	Subprime 2005	\$10,453,781	\$10,453,781	\$5,888,363	\$2,641,801		\$2,641,801	100.00%
576	RASC 2005-KS5 [A]	Subprime 2005	\$49,800,836	\$49,800,836	\$28,410,599	\$12,746,350		\$12,746,350	100.00%
577	RASC 2005-KS5 [F]	Subprime 2005	\$9,999,097	\$9,999,097	\$5,639,013	\$2,529,930		\$2,529,930	100.00%
578	RASC 2005-KS6 [A]	Subprime 2005	\$83,392,066	\$83,392,066	\$47,545,545	\$21,331,199		\$21,331,199	100.00%
579	RASC 2005-KS6 [F]	Subprime 2005	\$16,383,428	\$16,383,428	\$9,223,572	\$4,138,134		\$4,138,134	100.00%
580	RASC 2005-KS7 [A]	Subprime 2005	\$60,007,420	\$60,007,420	\$34,186,874	\$15,337,862		\$15,337,862	100.00%
581	RASC 2005-KS7 [F]	Subprime 2005	\$11,993,921	\$11,993,921	\$6,767,717	\$3,036,320		\$3,036,320	100.00%
582	RASC 2005-KS8 [A]	Subprime 2005	\$186,927,727	\$186,927,727	\$106,617,732	\$47,833,800		\$47,833,800	100.00%
583	RASC 2005-KS8 [F]	Subprime 2005	\$45,302,813	\$45,302,813	\$25,501,448	\$11,441,166		\$11,441,166	100.00%
584	RASC 2005-KS9 [A]	Subprime 2005	\$78,030,505	\$78,030,505	\$44,477,455	\$19,954,708		\$19,954,708	100.00%
585	RASC 2005-KS9 [F]	Subprime 2005	\$20,622,087	\$20,622,087	\$11,598,103	\$5,203,462		\$5,203,462	100.00%
586	RASC 2006-EMX1 [A]	Subprime 2006	\$87,539,690	\$87,539,690	\$48,654,675	\$21,828,808		\$21,828,808	100.00%
587	RASC 2006-EMX1 [F]	Subprime 2006	\$36,722,058	\$36,722,058	\$20,413,519	\$9,158,478		\$9,158,478	100.00%
588	RASC 2006-EMX2 [A]	Subprime 2006	\$136,678,579	\$136,678,579	\$75,965,994	\$34,081,968		\$34,081,968	100.00%
589	RASC 2006-EMX2 [F]	Subprime 2006	\$43,888,050	\$43,888,050	\$24,393,097	\$10,943,907		\$10,943,907	100.00%
590	RASC 2006-EMX3 [1A]	Subprime 2006	\$203,307,136	\$203,307,136	\$113,003,157	\$50,698,606		\$50,698,606	100.00%
591	RASC 2006-EMX3 [1F]	Subprime 2006	\$83,480,875	\$83,480,875	\$46,389,526	\$20,812,554		\$20,812,554	100.00%
592	RASC 2006-EMX4 [1A]	Subprime 2006	\$193,844,110	\$193,844,110	\$107,741,982	\$48,338,192		\$48,338,192	100.00%
593	RASC 2006-EMX4 [1F]	Subprime 2006	\$74,645,977	\$74,645,977	\$41,480,815	\$18,610,272		\$18,610,272	100.00%
594	RASC 2006-EMX5 [A]	Subprime 2006	\$173,858,045	\$173,858,045	\$96,635,569	\$43,355,326		\$43,355,326	100.00%
595	RASC 2006-EMX5 [F]	Subprime 2006	\$75,101,638	\$75,101,638	\$41,732,961	\$18,723,397		\$18,723,397	100.00%
596	RASC 2006-EMX6 [A]	Subprime 2006	\$211,998,050	\$211,998,050	\$117,837,431	\$52,867,492		\$52,867,492	100.00%
597	RASC 2006-EMX6 [F]	Subprime 2006	\$64,427,910	\$64,427,910	\$35,805,050	\$16,063,853		\$16,063,853	100.00%

	A	B	C	D	E	F	G	H	I
1	Name	Cohort	Net Total Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
598	RASC 2006-EMX7 [A]	Subprime 2006	\$164,270,635	\$164,270,635	\$91,312,400	\$40,967,098		\$40,967,098	100.00%
599	RASC 2006-EMX7 [F]	Subprime 2006	\$64,580,018	\$64,580,018	\$35,885,196	\$16,099,810		\$16,099,810	100.00%
600	RASC 2006-EMX8 [1A]	Subprime 2006	\$150,320,435	\$150,320,435	\$83,557,677	\$37,487,959		\$37,487,959	100.00%
601	RASC 2006-EMX8 [1F]	Subprime 2006	\$57,369,490	\$57,369,490	\$31,878,613	\$14,302,266		\$14,302,266	100.00%
602	RASC 2006-EMX8 [2A]	Subprime 2006	\$100,767,235	\$100,767,235	\$56,016,226	\$25,131,551		\$25,131,551	100.00%
603	RASC 2006-EMX8 [2F]	Subprime 2006	\$36,571,907	\$36,571,907	\$20,322,701	\$9,117,733		\$9,117,733	100.00%
604	RASC 2006-EMX9 [1A]	Subprime 2006	\$193,253,309	\$193,253,309	\$107,424,862	\$48,195,917		\$48,195,917	100.00%
605	RASC 2006-EMX9 [1F]	Subprime 2006	\$47,718,848	\$47,718,848	\$26,522,091	\$11,899,075		\$11,899,075	100.00%
606	RASC 2006-EMX9 [2A]	Subprime 2006	\$104,623,664	\$104,623,664	\$58,157,014	\$26,092,010		\$26,092,010	100.00%
607	RASC 2006-EMX9 [2F]	Subprime 2006	\$23,894,576	\$23,894,576	\$13,280,567	\$5,958,296		\$5,958,296	100.00%
608	RASC 2006-KS1 [A]	Subprime 2006	\$183,712,757	\$183,712,757	\$102,113,595	\$45,813,029		\$45,813,029	100.00%
609	RASC 2006-KS1 [F]	Subprime 2006	\$42,268,655	\$42,268,655	\$23,502,958	\$10,544,548		\$10,544,548	100.00%
610	RASC 2006-KS2 [A]	Subprime 2006	\$226,147,206	\$226,147,206	\$125,696,938	\$56,393,642		\$56,393,642	100.00%
611	RASC 2006-KS2 [F]	Subprime 2006	\$49,632,181	\$49,632,181	\$27,594,956	\$12,380,414		\$12,380,414	100.00%
612	RASC 2006-KS3 [1A]	Subprime 2006	\$206,326,258	\$206,326,258	\$114,670,060	\$51,446,459		\$51,446,459	100.00%
613	RASC 2006-KS3 [1F]	Subprime 2006	\$63,467,656	\$63,467,656	\$35,279,629	\$15,828,125		\$15,828,125	100.00%
614	RASC 2006-KS3 [2A]	Subprime 2006	\$70,218,894	\$70,218,894	\$39,027,597	\$17,509,642		\$17,509,642	100.00%
615	RASC 2006-KS3 [2F]	Subprime 2006	\$10,755,096	\$10,755,096	\$5,983,650	\$2,684,551		\$2,684,551	100.00%
616	RASC 2006-KS4 [A]	Subprime 2006	\$188,843,077	\$188,843,077	\$104,967,230	\$47,093,306		\$47,093,306	100.00%
617	RASC 2006-KS4 [F]	Subprime 2006	\$32,711,366	\$32,711,366	\$18,192,399	\$8,161,978		\$8,161,978	100.00%
618	RASC 2006-KS5 [A]	Subprime 2006	\$162,740,637	\$162,740,637	\$90,460,976	\$40,585,109		\$40,585,109	100.00%
619	RASC 2006-KS5 [F]	Subprime 2006	\$82,518,794	\$82,518,794	\$45,878,748	\$20,583,394		\$20,583,394	100.00%
620	RASC 2006-KS6 [A]	Subprime 2006	\$146,676,000	\$146,676,000	\$81,533,015	\$36,579,599		\$36,579,599	100.00%
621	RASC 2006-KS6 [F]	Subprime 2006	\$50,097,593	\$50,097,593	\$27,855,949	\$12,497,507		\$12,497,507	100.00%
622	RASC 2006-KS7 [A]	Subprime 2006	\$154,721,524	\$154,721,524	\$86,013,506	\$38,589,761		\$38,589,761	100.00%
623	RASC 2006-KS7 [F]	Subprime 2006	\$43,590,905	\$43,590,905	\$24,239,222	\$10,874,871		\$10,874,871	100.00%
624	RASC 2006-KS8 [A]	Subprime 2006	\$152,685,639	\$152,685,639	\$84,875,644	\$38,079,262		\$38,079,262	100.00%
625	RASC 2006-KS8 [F]	Subprime 2006	\$60,588,229	\$60,588,229	\$33,694,941	\$15,117,158		\$15,117,158	100.00%
626	RASC 2006-KS9 [1A]	Subprime 2006	\$339,361,287	\$339,361,287	\$188,623,868	\$84,625,664		\$84,625,664	100.00%
627	RASC 2006-KS9 [1F]	Subprime 2006	\$112,884,949	\$112,884,949	\$62,776,427	\$28,164,500		\$28,164,500	100.00%
628	RASC 2006-KS9 [2A]	Subprime 2006	\$66,759,570	\$66,759,570	\$37,105,728	\$16,647,399		\$16,647,399	100.00%
629	RASC 2006-KS9 [2F]	Subprime 2006	\$16,112,520	\$16,112,520	\$8,961,124	\$4,020,388		\$4,020,388	100.00%
630	RASC 2007-EMX1 [1A]	Subprime 2007	\$109,901,605	\$109,901,605	\$61,101,952	\$27,413,250	FGIC	\$27,413,250	100.00%
631	RASC 2007-EMX1 [1F]	Subprime 2007	\$45,782,549	\$45,782,549	\$25,454,210	\$11,419,973	FGIC	\$11,419,973	100.00%
632	RASC 2007-EMX1 [2A]	Subprime 2007	\$101,823,988	\$101,823,988	\$56,613,314	\$25,399,433	FGIC	\$25,399,433	100.00%
633	RASC 2007-EMX1 [2F]	Subprime 2007	\$33,712,435	\$33,712,435	\$18,743,316	\$8,409,145	FGIC	\$8,409,145	100.00%
634	RASC 2007-KS1 [A]	Subprime 2007	\$126,243,405	\$126,243,405	\$70,178,981	\$31,485,638		\$31,485,638	100.00%

	A	B	C	D	E	F	G	H	I
1	Name	Cohort	Net Total Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
635	RASC 2007-KS1 [F]	Subprime 2007	\$51,705,138	\$51,705,138	\$28,755,579	\$12,901,125		\$12,901,125	100.00%
636	RASC 2007-KS2 [1A]	Subprime 2007	\$272,979,848	\$272,979,848	\$151,742,641	\$68,078,986		\$68,078,986	100.00%
637	RASC 2007-KS2 [1F]	Subprime 2007	\$99,150,965	\$99,150,965	\$55,134,116	\$24,735,794		\$24,735,794	100.00%
638	RASC 2007-KS2 [2A]	Subprime 2007	\$77,219,880	\$77,219,880	\$42,931,493	\$19,261,116		\$19,261,116	100.00%
639	RASC 2007-KS2 [2F]	Subprime 2007	\$16,264,549	\$16,264,549	\$9,047,489	\$4,059,135		\$4,059,135	100.00%
640	RASC 2007-KS3 [1A]	Subprime 2007	\$369,146,091	\$369,146,091	\$205,226,688	\$92,074,481		\$92,074,481	100.00%
641	RASC 2007-KS3 [1F]	Subprime 2007	\$143,889,258	\$143,889,258	\$80,017,906	\$35,899,849		\$35,899,849	100.00%
642	RASC 2007-KS3 [2A]	Subprime 2007	\$74,234,491	\$74,234,491	\$41,276,336	\$18,518,533		\$18,518,533	100.00%
643	RASC 2007-KS3 [2F]	Subprime 2007	\$20,694,562	\$20,694,562	\$11,510,383	\$5,164,107		\$5,164,107	100.00%
644	RASC 2007-KS4 [A]	Subprime 2007	\$88,305,253	\$88,305,253	\$49,086,523	\$22,022,556		\$22,022,556	100.00%
645	RASC 2007-KS4 [F]	Subprime 2007	\$33,256,187	\$33,256,187	\$18,491,354	\$8,296,103		\$8,296,103	100.00%
646	RFMS2 2004-HI1 [Total]	Second Lien 2004	\$29,067,274	\$29,067,274	\$15,797,164	\$7,087,361		\$7,087,361	100.00%
647	RFMS2 2004-HI2 [Total]	Second Lien 2004	\$40,589,877	\$40,589,877	\$22,057,373	\$9,895,989	FGIC	\$9,895,989	100.00%
648	RFMS2 2004-HI3 [Total]	Second Lien 2004	\$34,882,879	\$34,882,879	\$19,008,197	\$8,527,984	FGIC	\$8,527,984	100.00%
649	RFMS2 2004-HS1 [1]	CES 2004	\$9,367,472	\$9,367,472	\$3,641,172	\$1,633,604	FGIC	\$1,633,604	100.00%
650	RFMS2 2004-HS1 [2]	CES 2004	\$5,299,340	\$5,299,340	\$2,065,774	\$926,805	FGIC	\$926,805	100.00%
651	RFMS2 2004-HS2 [1]	CES 2004	\$9,851,983	\$9,851,983	\$3,835,507	\$1,720,791	MBIA	\$0	100.00%
652	RFMS2 2004-HS2 [2]	CES 2004	\$10,507,019	\$10,507,019	\$4,082,467	\$1,831,589	MBIA	\$0	100.00%
653	RFMS2 2004-HS3 [Total]	CES 2004	\$11,688,112	\$11,688,112	\$4,539,215	\$2,036,508	FGIC	\$2,036,508	100.00%
654	RFMS2 2005-HI1 [Total]	Second Lien 2005	\$42,101,490	\$42,101,490	\$23,090,697	\$10,359,588	FGIC	\$10,359,588	100.00%
655	RFMS2 2005-HI2 [Total]	Second Lien 2005	\$47,190,282	\$47,190,282	\$26,028,238	\$11,677,509		\$11,677,509	100.00%
656	RFMS2 2005-HI3 [Total]	Second Lien 2005	\$51,159,961	\$51,159,961	\$28,347,534	\$12,718,056		\$12,718,056	100.00%
657	RFMS2 2005-HS1 [1]	CES 2005	\$59,788,118	\$59,788,118	\$22,920,616	\$10,283,282	FGIC	\$10,283,282	100.00%
658	RFMS2 2005-HS1 [2]	CES 2005	\$44,010,796	\$44,010,796	\$17,154,290	\$7,696,233	FGIC	\$7,696,233	100.00%
659	RFMS2 2005-HS2 [1]	CES 2005	\$44,966,151	\$44,966,151	\$17,412,906	\$7,812,260	FGIC	\$7,812,260	100.00%
660	RFMS2 2005-HS2 [2]	CES 2005	\$34,972,923	\$34,972,923	\$13,693,958	\$6,143,763	FGIC	\$6,143,763	100.00%
661	RFMS2 2005-HSA1 [1]	CES 2005	\$23,142,910	\$23,142,910	\$9,102,978	\$4,084,030	FGIC	\$4,084,030	100.00%
662	RFMS2 2005-HSA1 [2]	CES 2005	\$16,251,358	\$16,251,358	\$6,396,187	\$2,869,635	FGIC	\$2,869,635	100.00%
663	RFMS2 2006-HI1 [Total]	Second Lien 2006	\$63,288,600	\$63,288,600	\$31,213,000	\$14,003,641		\$14,003,641	100.00%
664	RFMS2 2006-HI2 [Total]	Second Lien 2006	\$69,589,653	\$69,589,653	\$34,293,493	\$15,385,697	FGIC	\$15,385,697	100.00%
665	RFMS2 2006-HI3 [Total]	Second Lien 2006	\$72,240,315	\$72,240,315	\$35,626,510	\$15,983,752	FGIC	\$15,983,752	100.00%
666	RFMS2 2006-HI4 [Total]	Second Lien 2006	\$89,713,773	\$89,713,773	\$44,205,531	\$19,832,710	FGIC	\$19,832,710	100.00%

	A	B	C	D	E	F	G	H	I
1	Name	Cohort	Net Total Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
667	RFMS2 2006-HIS [Total]	Second Lien 2006	\$84,032,631	\$84,032,631	\$41,409,834	\$18,578,426	FGIC	\$18,578,426	100.00%
668	RFMS2 2006-HSA1 [Total]	CES 2006	\$70,178,784	\$70,178,784	\$36,895,342	\$16,553,010	FGIC	\$16,553,010	100.00%
669	RFMS2 2006-HSA2 [1]	CES 2006	\$41,461,652	\$41,461,652	\$21,711,823	\$9,740,959	FGIC	\$9,740,959	100.00%
670	RFMS2 2006-HSA2 [2]	CES 2006	\$32,433,678	\$32,433,678	\$16,922,877	\$7,592,410	FGIC	\$7,592,410	100.00%
671	RFMS2 2006-HSA3 [Total]	Second Lien 2006	\$15,362,129	\$15,362,129	\$7,599,899	\$3,409,677	FSA	\$0	100.00%
672	RFMS2 2006-HSA4 [Total]	Second Lien 2006	\$39,270,403	\$39,270,403	\$19,403,627	\$8,705,392	MBIA	\$0	100.00%
673	RFMS2 2006-HSA5 [Total]	Second Lien 2006	\$24,828,284	\$24,828,284	\$12,274,313	\$5,506,842	MBIA	\$0	100.00%
674	RFMS2 2007-HI1 [Total]	Second Lien 2007	\$91,281,474	\$91,281,474	\$44,979,154	\$20,179,794	FGIC	\$20,179,794	100.00%
675	RFMS2 2007-HSA1 [Total]	Second Lien 2007	\$58,319,595	\$58,319,595	\$28,873,736	\$12,954,135	MBIA	\$0	100.00%
676	RFMS2 2007-HSA2 [Total]	CES 2007	\$45,700,053	\$45,700,053	\$24,889,271	\$11,166,514	MBIA	\$0	100.00%
677	RFMS2 2007-HSA3 [1]	Second Lien 2007	\$48,838,299	\$48,838,299	\$24,128,088	\$10,825,011	MBIA	\$0	100.00%
678	RFMS2 2007-HSA3 [2]	Second Lien 2007	\$10,140,903	\$10,140,903	\$5,070,197	\$2,274,732	MBIA	\$0	100.00%
679	RFMSI 2004-PS1 [Total]	Prime 2004	\$146,369	\$146,369	\$87,498	\$39,256		\$39,256	100.00%
680	RFMSI 2004-S1 [Total]	Prime 2004	\$1,124,681	\$1,124,681	\$623,808	\$279,870		\$279,870	100.00%
681	RFMSI 2004-S2 [Total]	Prime 2004	\$1,676,332	\$1,676,332	\$917,406	\$411,592	Radian - Insurer Exception	\$411,592	100.00%
682	RFMSI 2004-S3 [Total]	Prime 2004	\$265,438	\$265,438	\$154,960	\$69,522		\$69,522	100.00%
683	RFMSI 2004-S4 [1]	Prime 2004	\$1,457,421	\$1,457,421	\$806,238	\$361,717	MBIA - Insurer Exception	\$361,717	100.00%
684	RFMSI 2004-S4 [2]	Prime 2004	\$492,188	\$492,188	\$294,180	\$131,983		\$131,983	100.00%
685	RFMSI 2004-S5 [1]	Prime 2004	\$1,535,168	\$1,535,168	\$843,206	\$378,303		\$378,303	100.00%
686	RFMSI 2004-S5 [2]	Prime 2004	\$294,218	\$294,218	\$173,104	\$77,663		\$77,663	100.00%
687	RFMSI 2004-S6 [ONE]	Prime 2004	\$906,458	\$906,458	\$517,651	\$232,243		\$232,243	100.00%
688	RFMSI 2004-S6 [THREE]	Prime 2004	\$528,878	\$528,878	\$299,722	\$134,470		\$134,470	100.00%
689	RFMSI 2004-S6 [TWO]	Prime 2004	\$1,613,495	\$1,613,495	\$837,100	\$375,563		\$375,563	100.00%
690	RFMSI 2004-S7 [Total]	Prime 2004	\$218,428	\$218,428	\$130,546	\$58,569		\$58,569	100.00%
691	RFMSI 2004-S8 [Total]	Prime 2004	\$2,014,217	\$2,014,217	\$1,043,772	\$468,286		\$468,286	100.00%
692	RFMSI 2004-S9 [1]	Prime 2004	\$5,050,274	\$5,050,274	\$2,615,694	\$1,173,525		\$1,173,525	100.00%
693	RFMSI 2004-S9 [2]	Prime 2004	\$1,113,819	\$1,113,819	\$542,199	\$243,256		\$243,256	100.00%
694	RFMSI 2004-SA1 [1]	Prime 2004	\$538,599	\$538,599	\$258,924	\$116,166		\$116,166	100.00%
695	RFMSI 2004-SA1 [2]	Prime 2004	\$2,186,473	\$2,186,473	\$1,155,425	\$518,379		\$518,379	100.00%
696	RFMSI 2004-SA1 [3]	Prime 2004	\$366,289	\$366,289	\$205,702	\$92,288		\$92,288	100.00%
697	RFMSI 2005-S1 [1]	Prime 2005	\$5,020,073	\$5,020,073	\$2,571,451	\$1,153,676		\$1,153,676	100.00%
698	RFMSI 2005-S1 [2]	Prime 2005	\$1,325,470	\$1,325,470	\$713,592	\$320,151		\$320,151	100.00%
699	RFMSI 2005-S2 [Total]	Prime 2005	\$5,312,528	\$5,312,528	\$2,672,784	\$1,199,139	FGIC - Insurer Exception	\$1,199,139	100.00%
700	RFMSI 2005-S3 [Total]	Prime 2005	\$499,929	\$499,929	\$282,445	\$126,718		\$126,718	100.00%

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1	Name	Cohort	Net Total Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
701	RFMSI 2005-S4 [Total]	Prime 2005	\$6,672,692	\$6,672,692	\$3,417,486	\$1,533,247		\$1,533,247	100.00%
702	RFMSI 2005-S5 [Total]	Prime 2005	\$5,469,164	\$5,469,164	\$2,769,456	\$1,242,510	Assured Guaranty - Insurer Exception	\$1,242,510	100.00%
703	RFMSI 2005-S6 [Total]	Prime 2005	\$7,627,544	\$7,627,544	\$4,014,295	\$1,801,004		\$1,801,004	100.00%
704	RFMSI 2005-S7 [Total]	Prime 2005	\$14,679,025	\$14,679,025	\$6,944,878	\$3,115,804	FGIC	\$3,115,804	100.00%
705	RFMSI 2005-S8 [Total]	Prime 2005	\$12,223,392	\$12,223,392	\$6,021,888	\$2,701,706		\$2,701,706	100.00%
706	RFMSI 2005-S9 [Total]	Prime 2005	\$17,604,957	\$17,604,957	\$8,233,430	\$3,693,909		\$3,693,909	100.00%
707	RFMSI 2005-SA1 [1]	Prime 2005	\$2,874,527	\$2,874,527	\$1,292,167	\$579,728		\$579,728	100.00%
708	RFMSI 2005-SA1 [2]	Prime 2005	\$2,469,303	\$2,469,303	\$1,297,181	\$581,977		\$581,977	100.00%
709	RFMSI 2005-SA1 [3]	Prime 2005	\$3,413,022	\$3,413,022	\$1,823,699	\$818,198		\$818,198	100.00%
710	RFMSI 2005-SA2 [1]	Prime 2005	\$3,652,574	\$3,652,574	\$1,727,506	\$775,041		\$775,041	100.00%
711	RFMSI 2005-SA2 [2]	Prime 2005	\$10,565,613	\$10,565,613	\$5,412,228	\$2,428,183		\$2,428,183	100.00%
712	RFMSI 2005-SA2 [3]	Prime 2005	\$4,141,131	\$4,141,131	\$2,178,149	\$977,221		\$977,221	100.00%
713	RFMSI 2005-SA2 [4]	Prime 2005	\$1,102,711	\$1,102,711	\$639,251	\$286,798		\$286,798	100.00%
714	RFMSI 2005-SA2 [5]	Prime 2005	\$2,774,800	\$2,774,800	\$1,272,274	\$570,803		\$570,803	100.00%
715	RFMSI 2005-SA2 [6]	Prime 2005	\$3,842,039	\$3,842,039	\$1,911,894	\$857,767		\$857,767	100.00%
716	RFMSI 2005-SA3 [1]	Prime 2005	\$12,796,549	\$12,796,549	\$6,036,584	\$2,708,299		\$2,708,299	100.00%
717	RFMSI 2005-SA3 [2]	Prime 2005	\$15,492,503	\$15,492,503	\$7,831,515	\$3,513,591		\$3,513,591	100.00%
718	RFMSI 2005-SA3 [3]	Prime 2005	\$5,906,129	\$5,906,129	\$2,979,226	\$1,336,623		\$1,336,623	100.00%
719	RFMSI 2005-SA3 [4]	Prime 2005	\$5,232,299	\$5,232,299	\$2,804,979	\$1,258,447		\$1,258,447	100.00%
720	RFMSI 2005-SA4 [I1]	Prime 2005	\$5,796,521	\$5,796,521	\$2,791,939	\$1,252,597		\$1,252,597	100.00%
721	RFMSI 2005-SA4 [I2]	Prime 2005	\$10,802,144	\$10,802,144	\$5,119,572	\$2,296,884		\$2,296,884	100.00%
722	RFMSI 2005-SA4 [I3]	Prime 2005	\$1,637,993	\$1,637,993	\$798,881	\$358,416		\$358,416	100.00%
723	RFMSI 2005-SA4 [II1]	Prime 2005	\$27,087,674	\$27,087,674	\$13,226,901	\$5,934,218		\$5,934,218	100.00%
724	RFMSI 2005-SA4 [II2]	Prime 2005	\$14,947,649	\$14,947,649	\$7,828,330	\$3,512,162		\$3,512,162	100.00%
725	RFMSI 2005-SA5 [1]	Prime 2005	\$10,653,187	\$10,653,187	\$4,915,295	\$2,205,236		\$2,205,236	100.00%
726	RFMSI 2005-SA5 [2]	Prime 2005	\$16,468,109	\$16,468,109	\$7,911,440	\$3,549,449		\$3,549,449	100.00%
727	RFMSI 2005-SA5 [3]	Prime 2005	\$6,272,819	\$6,272,819	\$3,114,023	\$1,397,099		\$1,397,099	100.00%
728	RFMSI 2006-S1 [1]	Prime 2006	\$16,090,685	\$16,090,685	\$5,767,133	\$2,587,411		\$2,587,411	100.00%
729	RFMSI 2006-S1 [2]	Prime 2006	\$9,469,261	\$9,469,261	\$3,404,087	\$1,527,236		\$1,527,236	100.00%
730	RFMSI 2006-S10 [1]	Prime 2006	\$57,211,783	\$57,211,783	\$20,607,014	\$9,245,289		\$9,245,289	100.00%
731	RFMSI 2006-S10 [2]	Prime 2006	\$6,495,275	\$6,495,275	\$2,316,494	\$1,039,290		\$1,039,290	100.00%

Schedule 2B - RFC Original R/W Claims
 Subject to Further Review and Due Diligence

	A	B	C	D	E	F	G	H	I
1	Name	Cohort	Net Total Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
732	RFMSI 2006-S11 [Total]	Prime 2006	\$44,443,729	\$44,443,729	\$15,997,010	\$7,177,022		\$7,177,022	100.00%
733	RFMSI 2006-S12 [I]	Prime 2006	\$1,399,478	\$1,399,478	\$492,168	\$220,810		\$220,810	100.00%
734	RFMSI 2006-S12 [II]	Prime 2006	\$49,612,356	\$49,612,356	\$17,811,667	\$7,991,163		\$7,991,163	100.00%
735	RFMSI 2006-S12 [III]	Prime 2006	\$30,387,587	\$30,387,587	\$10,924,449	\$4,901,229		\$4,901,229	100.00%
736	RFMSI 2006-S2 [Total]	Prime 2006	\$19,792,392	\$19,792,392	\$7,116,729	\$3,192,904		\$3,192,904	100.00%
737	RFMSI 2006-S3 [Total]	Prime 2006	\$29,079,076	\$29,079,076	\$10,476,944	\$4,700,457		\$4,700,457	100.00%
738	RFMSI 2006-S4 [Total]	Prime 2006	\$22,071,738	\$22,071,738	\$7,923,935	\$3,555,055		\$3,555,055	100.00%
739	RFMSI 2006-S5 [Total]	Prime 2006	\$54,693,301	\$54,693,301	\$19,696,279	\$8,836,690		\$8,836,690	100.00%
740	RFMSI 2006-S6 [Total]	Prime 2006	\$49,382,385	\$49,382,385	\$17,815,384	\$7,992,831		\$7,992,831	100.00%
741	RFMSI 2006-S7 [Total]	Prime 2006	\$37,706,573	\$37,706,573	\$13,588,282	\$6,096,351		\$6,096,351	100.00%
742	RFMSI 2006-S8 [Total]	Prime 2006	\$32,108,589	\$32,108,589	\$11,549,042	\$5,181,451		\$5,181,451	100.00%
743	RFMSI 2006-S9 [Total]	Prime 2006	\$30,560,226	\$30,560,226	\$11,013,905	\$4,941,363		\$4,941,363	100.00%
744	RFMSI 2006-SA1 [1]	Prime 2006	\$29,541,450	\$29,541,450	\$10,667,671	\$4,786,026		\$4,786,026	100.00%
745	RFMSI 2006-SA1 [2]	Prime 2006	\$5,532,410	\$5,532,410	\$1,994,519	\$894,837		\$894,837	100.00%
746	RFMSI 2006-SA2 [1]	Prime 2006	\$10,648,834	\$10,648,834	\$3,846,860	\$1,725,885		\$1,725,885	100.00%
747	RFMSI 2006-SA2 [2]	Prime 2006	\$75,768,791	\$75,768,791	\$27,429,233	\$12,306,062		\$12,306,062	100.00%
748	RFMSI 2006-SA2 [3]	Prime 2006	\$12,779,803	\$12,779,803	\$4,595,046	\$2,061,557		\$2,061,557	100.00%
749	RFMSI 2006-SA2 [4]	Prime 2006	\$9,641,939	\$9,641,939	\$3,437,387	\$1,542,176		\$1,542,176	100.00%
750	RFMSI 2006-SA3 [1]	Prime 2006	\$2,864,816	\$2,864,816	\$1,032,254	\$463,119		\$463,119	100.00%
751	RFMSI 2006-SA3 [2]	Prime 2006	\$19,338,635	\$19,338,635	\$6,981,735	\$3,132,339		\$3,132,339	100.00%
752	RFMSI 2006-SA3 [3]	Prime 2006	\$10,738,786	\$10,738,786	\$3,876,633	\$1,739,243		\$1,739,243	100.00%
753	RFMSI 2006-SA3 [4]	Prime 2006	\$6,627,569	\$6,627,569	\$2,378,152	\$1,066,953		\$1,066,953	100.00%
754	RFMSI 2006-SA4 [1]	Prime 2006	\$3,006,723	\$3,006,723	\$1,089,925	\$488,992		\$488,992	100.00%
755	RFMSI 2006-SA4 [2]	Prime 2006	\$24,095,438	\$24,095,438	\$8,718,913	\$3,911,720		\$3,911,720	100.00%
756	RFMSI 2006-SA4 [3]	Prime 2006	\$12,629,024	\$12,629,024	\$4,572,222	\$2,051,317		\$2,051,317	100.00%
757	RFMSI 2007-S1 [Total]	Prime 2007	\$43,925,697	\$43,925,697	\$15,789,882	\$7,084,094		\$7,084,094	100.00%
758	RFMSI 2007-S2 [Total]	Prime 2007	\$40,886,238	\$40,886,238	\$14,682,107	\$6,587,093		\$6,587,093	100.00%
759	RFMSI 2007-S3 [1]	Prime 2007	\$52,468,991	\$52,468,991	\$18,898,687	\$8,478,852		\$8,478,852	100.00%
760	RFMSI 2007-S3 [2]	Prime 2007	\$941,275	\$941,275	\$333,011	\$149,404		\$149,404	100.00%
761	RFMSI 2007-S4 [Total]	Prime 2007	\$31,192,233	\$31,192,233	\$11,221,345	\$5,034,430		\$5,034,430	100.00%
762	RFMSI 2007-S5 [Total]	Prime 2007	\$47,491,017	\$47,491,017	\$17,031,643	\$7,641,207		\$7,641,207	100.00%
763	RFMSI 2007-S6 [1]	Prime 2007	\$42,315,056	\$42,315,056	\$15,238,989	\$6,836,937		\$6,836,937	100.00%

	A	B	C	D	E	F	G	H	I
1	Name	Cohort	Net Total Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
764	RFMSI 2007-S6 [2]	Prime 2007	\$34,381,957	\$34,381,957	\$12,386,665	\$5,557,249		\$5,557,249	100.00%
	RFMSI 2007-S7								
765	[Total]	Prime 2007	\$41,373,718	\$41,373,718	\$14,874,313	\$6,673,326		\$6,673,326	100.00%
766	RFMSI 2007-S8 [1]	Prime 2007	\$46,198,891	\$46,198,891	\$16,650,252	\$7,470,097		\$7,470,097	100.00%
767	RFMSI 2007-S8 [2]	Prime 2007	\$2,203,685	\$2,203,685	\$786,774	\$352,984		\$352,984	100.00%
768	RFMSI 2007-S9 [1]	Prime 2007	\$15,336,106	\$15,336,106	\$5,530,596	\$2,481,289		\$2,481,289	100.00%
769	RFMSI 2007-S9 [2]	Prime 2007	\$799,247	\$799,247	\$281,172	\$126,147		\$126,147	100.00%
770	RFMSI 2007-SA1 [1]	Prime 2007	\$1,684,146	\$1,684,146	\$605,786	\$271,785		\$271,785	100.00%
771	RFMSI 2007-SA1 [2]	Prime 2007	\$30,551,954	\$30,551,954	\$11,062,810	\$4,963,304		\$4,963,304	100.00%
772	RFMSI 2007-SA1 [3]	Prime 2007	\$10,757,394	\$10,757,394	\$3,884,554	\$1,742,796		\$1,742,796	100.00%
773	RFMSI 2007-SA1 [4]	Prime 2007	\$3,308,676	\$3,308,676	\$1,176,833	\$527,983		\$527,983	100.00%
774	RFMSI 2007-SA2 [1]	Prime 2007	\$4,491,985	\$4,491,985	\$1,631,998	\$732,192		\$732,192	100.00%
775	RFMSI 2007-SA2 [2]	Prime 2007	\$37,281,076	\$37,281,076	\$13,487,643	\$6,051,200		\$6,051,200	100.00%
776	RFMSI 2007-SA2 [3]	Prime 2007	\$7,103,673	\$7,103,673	\$2,579,153	\$1,157,131		\$1,157,131	100.00%
777	RFMSI 2007-SA2 [4]	Prime 2007	\$9,977,927	\$9,977,927	\$3,591,271	\$1,611,216		\$1,611,216	100.00%
778	RFMSI 2007-SA2 [5]	Prime 2007	\$2,762,880	\$2,762,880	\$985,100	\$441,963		\$441,963	100.00%
779	RFMSI 2007-SA3 [1]	Prime 2007	\$1,508,913	\$1,508,913	\$545,098	\$244,557		\$244,557	100.00%
780	RFMSI 2007-SA3 [2]	Prime 2007	\$43,483,069	\$43,483,069	\$15,730,477	\$7,057,442		\$7,057,442	100.00%
781	RFMSI 2007-SA3 [3]	Prime 2007	\$11,720,170	\$11,720,170	\$4,240,062	\$1,902,294		\$1,902,294	100.00%
782	RFMSI 2007-SA3 [4]	Prime 2007	\$5,258,106	\$5,258,106	\$1,879,383	\$843,181		\$843,181	100.00%
783	RFMSI 2007-SA4 [1]	Prime 2007	\$90,694	\$90,694	\$31,893	\$14,309		\$14,309	100.00%
784	RFMSI 2007-SA4 [2]	Prime 2007	\$1,095,730	\$1,095,730	\$393,866	\$176,707		\$176,707	100.00%
785	RFMSI 2007-SA4 [3]	Prime 2007	\$38,283,077	\$38,283,077	\$13,832,317	\$6,205,837		\$6,205,837	100.00%
786	RFMSI 2007-SA4 [4]	Prime 2007	\$14,985,634	\$14,985,634	\$5,411,667	\$2,427,932		\$2,427,932	100.00%
787	RFMSI 2007-SA4 [5]	Prime 2007	\$11,620,169	\$11,620,169	\$4,173,654	\$1,872,500		\$1,872,500	100.00%
788			\$38,420,267,482	\$38,420,267,482	\$17,941,511,184	\$ 8,049,417,688		\$7,946,006,807	

Schedule 3G

	A	B	C	D	E	F	G	H	I
	Name	Cohort	Net Total Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	GMACM Claim	Insurer	GMACM Recognized Claim	GMACM Seller %
1									
2	ARMT 2004-5 [1]	ALT-A 2004	\$2,865,881	\$257,929	\$114,320	\$25,645		\$25,645	4.50%
3	ARMT 2004-5 [2]	ALT-A 2004	\$8,036,747	\$723,307	\$296,478	\$66,507		\$66,507	4.50%
4	ARMT 2004-5 [3]	ALT-A 2004	\$5,787,717	\$520,895	\$212,714	\$47,717		\$47,717	4.50%
5	ARMT 2004-5 [4]	ALT-A 2004	\$5,572,235	\$501,501	\$198,729	\$44,580		\$44,580	4.50%
6	ARMT 2004-5 [5]	ALT-A 2004	\$6,707,818	\$603,704	\$269,447	\$60,443		\$60,443	4.50%
7	ARMT 2004-5 [6]	ALT-A 2004	\$9,091,981	\$818,278	\$353,801	\$79,366		\$79,366	4.50%
8	ARMT 2004-5 [7A]	ALT-A 2004	\$6,451,231	\$580,611	\$259,879	\$58,297		\$58,297	4.50%
9	ARMT 2004-5 [7B]	ALT-A 2004	\$11,295,496	\$1,016,595	\$453,430	\$101,715		\$101,715	4.50%
10	ARMT 2005-1 [1]	ALT-A 2005	\$6,080,686	\$547,262	\$234,375	\$52,576		\$52,576	4.50%
11	ARMT 2005-1 [2]	ALT-A 2005	\$13,072,540	\$1,176,529	\$472,714	\$106,041		\$106,041	4.50%
12	ARMT 2005-1 [3]	ALT-A 2005	\$7,465,549	\$671,899	\$293,755	\$65,896		\$65,896	4.50%
13	ARMT 2005-1 [4]	ALT-A 2005	\$13,142,774	\$1,182,850	\$499,137	\$111,968		\$111,968	4.50%
14	ARMT 2005-1 [51]	ALT-A 2005	\$9,853,270	\$886,794	\$395,392	\$88,696		\$88,696	4.50%
15	ARMT 2005-1 [52]	ALT-A 2005	\$21,770,428	\$1,959,338	\$863,938	\$193,802		\$193,802	4.50%
16	ARMT 2005-10 [1]	ALT-A 2005	\$10,702,109	\$963,190	\$405,959	\$91,066		\$91,066	4.50%
17	ARMT 2005-10 [2]	ALT-A 2005	\$30,610,085	\$2,754,908	\$1,156,765	\$259,490		\$259,490	4.50%
18	ARMT 2005-10 [3]	ALT-A 2005	\$29,763,712	\$2,678,734	\$1,097,098	\$246,105		\$246,105	4.50%
19	ARMT 2005-10 [4]	ALT-A 2005	\$18,143,593	\$1,632,923	\$699,953	\$157,016		\$157,016	4.50%
20	ARMT 2005-10 [5]	ALT-A 2005	\$66,504,968	\$5,985,447	\$2,652,842	\$595,096		\$595,096	4.50%
21	ARMT 2005-10 [6]	ALT-A 2005	\$6,870,091	\$618,308	\$262,190	\$58,816		\$58,816	4.50%
22	ARMT 2005-11 [1]	ALT-A 2005	\$6,741,236	\$606,711	\$264,034	\$59,229		\$59,229	4.50%
23	ARMT 2005-11 [2]	ALT-A 2005	\$34,391,270	\$3,095,214	\$1,321,417	\$296,425		\$296,425	4.50%
24	ARMT 2005-11 [3]	ALT-A 2005	\$15,741,682	\$1,416,751	\$589,438	\$132,225		\$132,225	4.50%
25	ARMT 2005-11 [4]	ALT-A 2005	\$83,082,789	\$7,477,451	\$3,231,419	\$724,884		\$724,884	4.50%
26	ARMT 2005-11 [5]	ALT-A 2005	\$70,901,103	\$6,381,099	\$2,815,446	\$631,572		\$631,572	4.50%
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 [Total]	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	\$1,547,409	\$37,404	\$13,184	\$5,915		\$5,915	2.42%
58	BAFC 2007-4 [S4]	Prime 2007	\$6,297,762	\$152,230	\$53,587	\$24,042		\$24,042	2.42%
59	BAFC 2007-4 [S5]	Prime 2007	\$2,747,930	\$66,423	\$23,383	\$10,491		\$10,491	2.42%
60	BAFC 2007-4 [T2]	Prime 2007	\$88,029,095	\$2,127,853	\$771,298	\$346,041		\$346,041	2.42%
61	BAFC 2007-7 [1]	ALT-A 2007	\$21,387,152	\$151,849	\$51,269	\$23,002		\$23,002	0.71%
62	BAFC 2007-7 [2]	ALT-A 2007	\$7,399,944	\$52,540	\$17,801	\$7,986		\$7,986	0.71%
63	BAFC 2007-7 [3]	ALT-A 2007	\$113,350,506	\$804,789	\$274,839	\$123,306		\$123,306	0.71%
64	BALTA 2005-4 [I]	ALT-A 2005	\$40,360,845	\$257,319	\$111,676	\$47,810		\$47,810	0.61%

	A	B	C	D	E	F	G	H	I
1	Name	Cohort	Net Total Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	GMACM Claim	Insurer	GMACM Recognized Claim	GMACM Seller %
65	BALTA 2005-4 [III]	ALT-A 2005	\$21,587,644	\$137,631	\$59,437	\$25,446		\$25,446	0.61%
66	BALTA 2005-4 [II2]	ALT-A 2005	\$15,573,544	\$99,289	\$42,498	\$18,194		\$18,194	0.61%
67	BALTA 2005-4 [III3]	ALT-A 2005	\$124,064,736	\$790,971	\$333,975	\$142,980		\$142,980	0.61%
68	BALTA 2005-4 [II4]	ALT-A 2005	\$8,986,500	\$57,293	\$23,409	\$10,022		\$10,022	0.61%
69	BALTA 2005-4 [II5]	ALT-A 2005	\$8,181,787	\$52,163	\$20,991	\$8,987		\$8,987	0.61%
70	BALTA 2006-4 [I1]	ALT-A 2006	\$211,487,030	\$394,358	\$137,094	\$61,507		\$61,507	0.19%
71	BALTA 2006-4 [I2]	ALT-A 2006	\$322,987,098	\$602,271	\$209,847	\$94,147		\$94,147	0.19%
72	BALTA 2006-4 [I3]	ALT-A 2006	\$222,914,989	\$415,668	\$144,646	\$64,895		\$64,895	0.19%
73	BALTA 2006-4 [II1]	ALT-A 2006	\$19,143,852	\$35,697	\$12,338	\$5,535		\$5,535	0.19%
74	BALTA 2006-4 [II2]	ALT-A 2006	\$195,195,049	\$363,978	\$125,837	\$56,456		\$56,456	0.19%
75	BALTA 2006-4 [III3]	ALT-A 2006	\$189,772,159	\$353,866	\$122,340	\$54,887		\$54,887	0.19%
76	BALTA 2006-4 [III1]	ALT-A 2006	\$40,077,281	\$74,732	\$25,555	\$11,465		\$11,465	0.19%
77	BALTA 2006-4 [III2]	ALT-A 2006	\$124,048,980	\$231,313	\$79,777	\$35,792		\$35,792	0.19%
78	BALTA 2006-4 [III3]	ALT-A 2006	\$139,721,884	\$260,538	\$89,707	\$40,247		\$40,247	0.19%
79	BALTA 2006-5 [1]	ALT-A 2006	\$299,735,911	\$597,358	\$207,858	\$93,255		\$93,255	0.20%
80	BALTA 2006-5 [2]	ALT-A 2006	\$89,092,727	\$177,557	\$60,967	\$27,353		\$27,353	0.20%
81	BALTA 2006-8 [I]	ALT-A 2006	\$225,321,346	\$1,168,798	\$406,322	\$182,296		\$182,296	0.52%
82	BALTA 2006-8 [II]	ALT-A 2006	\$144,847,591	\$751,361	\$259,222	\$116,299		\$116,299	0.52%
83	BALTA 2006-8 [III]	ALT-A 2006	\$26,646,824	\$138,224	\$46,434	\$20,833		\$20,833	0.52%
84	BSABS 2004-AC1 [Total]	ALT-A 2004	\$6,317,402	\$85,917	\$37,276	\$16,724		\$16,724	1.36%
85	BSABS 2004-AC7 [Total]	ALT-A 2004	\$14,497,964	\$347,951	\$149,512	\$67,078		\$67,078	2.40%
86	BSABS 2007-SD2 [2NEG]	Subprime 2007	\$20,203,400	\$2,030	\$1,129	\$507		\$507	0.01%
87	BSABS 2007-SD2 [2NO NEG]	Subprime 2007	\$44,981,385	\$4,520	\$2,513	\$1,128		\$1,128	0.01%
88	BSABS 2007-SD2 [I]	Subprime 2007	\$37,098,031	\$3,728	\$2,075	\$931		\$931	0.01%
89	BSABS 2007-SD3 [A]	Subprime 2007	\$82,895,923	\$585,893	\$325,838	\$146,186	FGIC	\$146,186	0.71%
90	BSABS 2007-SD3 [F]	Subprime 2007	\$55,303,597	\$390,875	\$217,412	\$97,541	FGIC	\$97,541	0.71%
91	BSSLT 2007-SV1A [Total]	CES 2007	\$525,306,659	\$26,265,333	\$13,848,235	\$3,106,489	XL - Insurer Exception	\$3,106,489	2.50%
92	CSFB 2002-34 [FOUR]	Prime 2002	\$41,075	\$3,697	\$1,133	\$508		\$508	9.00%
93	CSFB 2002-34 [ONE]	Prime 2002	\$5,468,199	\$492,138	\$76,804	\$34,458		\$34,458	9.00%
94	CSFB 2002-34 [THREE]	Prime 2002	\$218,970	\$19,707	\$4,692	\$2,105		\$2,105	9.00%
95	CSFB 2002-34 [TWO]	Prime 2002	\$278,011	\$25,021	\$5,454	\$2,447		\$2,447	9.00%
96	CSFB 2002-AR33 [FIVE]	ALT-A 2002	\$993,832	\$89,445	\$23,366	\$10,483		\$10,483	9.00%
97	CSFB 2002-AR33 [FOUR]	ALT-A 2002	\$90,077	\$8,107	\$1,793	\$804		\$804	9.00%
98	CSFB 2002-AR33 [ONE]	ALT-A 2002	\$110,894	\$9,980	\$2,500	\$1,122		\$1,122	9.00%
99	CSFB 2002-AR33 [THREE]	ALT-A 2002	\$978,884	\$88,100	\$22,987	\$10,313		\$10,313	9.00%
100	CSFB 2002-AR33 [TWO]	ALT-A 2002	\$51,290	\$4,616	\$1,021	\$458		\$458	9.00%
101	CSFB 2005-10 [1]	Prime 2005	\$1,451,471	\$66,496	\$38,847	\$17,428		\$17,428	4.58%
102	CSFB 2005-10 [10]	Prime 2005	\$19,404,020	\$888,955	\$390,835	\$175,347		\$175,347	4.58%
103	CSFB 2005-10 [11]	Prime 2005	\$1,432,377	\$65,621	\$35,288	\$15,832		\$15,832	4.58%
104	CSFB 2005-10 [12]	Prime 2005	\$687,498	\$31,496	\$18,829	\$8,448		\$8,448	4.58%
105	CSFB 2005-10 [2]	Prime 2005	\$2,019,510	\$92,520	\$48,182	\$21,617		\$21,617	4.58%
106	CSFB 2005-10 [3]	Prime 2005	\$13,269,878	\$607,932	\$284,846	\$127,795		\$127,795	4.58%
107	CSFB 2005-10 [4]	Prime 2005	\$12,337,507	\$565,218	\$242,798	\$108,931		\$108,931	4.58%
108	CSFB 2005-10 [5]	Prime 2005	\$18,512,802	\$848,126	\$403,674	\$181,107		\$181,107	4.58%
109	CSFB 2005-10 [6]	Prime 2005	\$9,624,418	\$440,923	\$227,505	\$102,070		\$102,070	4.58%
110	CSFB 2005-10 [7]	Prime 2005	\$89,462	\$4,099	\$2,450	\$1,099		\$1,099	4.58%
111	CSFB 2005-10 [8]	Prime 2005	\$3,848,330	\$176,303	\$82,222	\$36,889		\$36,889	4.58%
112	CSFB 2005-10 [9]	Prime 2005	\$4,292,991	\$196,675	\$90,678	\$40,683		\$40,683	4.58%
113	CSFB 2005-11 [1]	Prime 2005	\$6,958,522	\$210,141	\$92,148	\$41,342		\$41,342	3.02%
114	CSFB 2005-11 [2]	Prime 2005	\$7,786,460	\$235,144	\$106,704	\$47,872		\$47,872	3.02%
115	CSFB 2005-11 [3]	Prime 2005	\$5,241,841	\$158,299	\$70,659	\$31,701		\$31,701	3.02%
116	CSFB 2005-11 [4]	Prime 2005	\$10,697,461	\$323,054	\$137,104	\$61,511		\$61,511	3.02%
117	CSFB 2005-11 [5]	Prime 2005	\$1,614,458	\$48,755	\$25,178	\$11,296		\$11,296	3.02%

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1	Name	Cohort	Net Total Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	GMACM Claim	Insurer	GMACM Recognized Claim	GMACM Seller %
118	CSFB 2005-11 [6]	Prime 2005	\$3,324,262	\$100,390	\$50,670	\$22,733		\$22,733	3.02%
119	CSFB 2005-11 [7]	Prime 2005	\$8,684,883	\$262,276	\$115,781	\$51,945		\$51,945	3.02%
120	CSFB 2005-11 [8]	Prime 2005	\$3,383,953	\$102,192	\$56,264	\$25,243		\$25,243	3.02%
121	CSFB 2005-12 [1]	ALT-A 2005	\$12,949,547	\$434,310	\$192,097	\$86,184		\$86,184	3.35%
122	CSFB 2005-12 [2]	ALT-A 2005	\$17,002,560	\$570,243	\$247,119	\$110,870		\$110,870	3.35%
123	CSFB 2005-12 [3]	ALT-A 2005	\$29,504,667	\$989,546	\$443,666	\$199,050		\$199,050	3.35%
124	CSFB 2005-12 [4]	ALT-A 2005	\$42,745,795	\$1,433,636	\$618,068	\$277,295		\$277,295	3.35%
125	CSFB 2005-12 [5]	ALT-A 2005	\$14,632,994	\$490,771	\$199,058	\$89,307		\$89,307	3.35%
126	CSFB 2005-12 [6]	ALT-A 2005	\$19,496,510	\$653,886	\$276,164	\$123,900		\$123,900	3.35%
127	CSFB 2005-12 [7]	ALT-A 2005	\$23,795,091	\$798,055	\$356,134	\$159,779		\$159,779	3.35%
128	CSFB 2005-12 [8]	ALT-A 2005	\$2,956,335	\$99,151	\$41,049	\$18,417		\$18,417	3.35%
129	CSFB 2005-3 [1]	Prime 2005	\$5,303,197	\$477,288	\$219,413	\$98,439		\$98,439	9.00%
130	CSFB 2005-3 [2]	Prime 2005	\$3,199,216	\$287,929	\$134,929	\$60,536		\$60,536	9.00%
131	CSFB 2005-3 [3]	Prime 2005	\$8,760,885	\$788,480	\$420,638	\$188,718		\$188,718	9.00%
132	CSFB 2005-3 [4]	Prime 2005	\$205,581	\$18,502	\$11,600	\$4,962		\$4,962	9.00%
133	CSFB 2005-3 [5]	Prime 2005	\$828,701	\$74,583	\$40,243	\$18,055		\$18,055	9.00%
134	CSFB 2005-3 [6]	Prime 2005	\$3,934,972	\$354,147	\$164,698	\$73,891		\$73,891	9.00%
135	CSFB 2005-3 [7]	Prime 2005	\$2,014,215	\$181,279	\$90,597	\$40,646		\$40,646	9.00%
136	CSFB 2005-4 [1]	Prime 2005	\$2,570,230	\$231,321	\$122,240	\$54,843		\$54,843	9.00%
137	CSFB 2005-4 [2]	Prime 2005	\$9,780,047	\$880,204	\$437,869	\$196,449		\$196,449	9.00%
138	CSFB 2005-4 [3]	Prime 2005	\$5,295,924	\$476,633	\$255,345	\$114,560		\$114,560	9.00%
139	CSFB 2005-5 [1]	Prime 2005	\$824,696	\$20,947	\$12,377	\$5,553		\$5,553	2.54%
140	CSFB 2005-5 [2]	Prime 2005	\$4,648,598	\$118,074	\$63,667	\$28,564		\$28,564	2.54%
141	CSFB 2005-5 [3]	Prime 2005	\$3,135,891	\$79,652	\$42,458	\$19,049		\$19,049	2.54%
142	CSFB 2005-5 [4]	Prime 2005	\$3,081,455	\$78,269	\$37,602	\$16,870		\$16,870	2.54%
143	CSFB 2005-5 [5]	Prime 2005	\$570,852	\$14,500	\$8,400	\$3,769		\$3,769	2.54%
144	CSFB 2005-5 [6]	Prime 2005	\$1,043,855	\$26,514	\$15,628	\$7,011		\$7,011	2.54%
145	CSFB 2005-5 [7]	Prime 2005	\$1,620,785	\$41,168	\$21,419	\$9,610		\$9,610	2.54%
146	CSFB 2005-6 [1]	Prime 2005	\$16,998,439	\$1,296,396	\$577,632	\$259,153		\$259,153	7.63%
147	CSFB 2005-6 [2]	Prime 2005	\$514,943	\$39,272	\$20,651	\$9,265		\$9,265	7.63%
148	CSFB 2005-6 [3]	Prime 2005	\$494,240	\$37,693	\$21,225	\$9,523		\$9,523	7.63%
149	CSFB 2005-6 [4]	Prime 2005	\$621,578	\$47,405	\$28,340	\$12,715		\$12,715	7.63%
150	CSFB 2005-6 [5]	Prime 2005	\$6,215,170	\$474,003	\$246,563	\$110,620		\$110,620	7.63%
151	CSFB 2005-6 [6]	Prime 2005	\$4,923,043	\$375,459	\$175,819	\$78,881		\$78,881	7.63%
152	CSFB 2005-6 [7]	Prime 2005	\$4,845,618	\$369,554	\$168,315	\$75,514		\$75,514	7.63%
153	CSFB 2005-6 [8]	Prime 2005	\$675,350	\$51,506	\$30,173	\$13,537		\$13,537	7.63%
154	CSFB 2005-6 [9]	Prime 2005	\$1,407,217	\$107,322	\$53,070	\$23,810		\$23,810	7.63%
155	CSFB 2005-8 [1]	ALT-A 2005	\$18,737,911	\$634,318	\$261,814	\$117,462		\$117,462	3.39%
156	CSFB 2005-8 [2]	ALT-A 2005	\$10,875,217	\$368,149	\$152,750	\$68,531		\$68,531	3.39%
157	CSFB 2005-8 [3]	ALT-A 2005	\$16,052,037	\$543,396	\$218,362	\$97,968		\$97,968	3.39%
158	CSFB 2005-8 [4]	ALT-A 2005	\$7,580,456	\$256,615	\$109,712	\$49,222		\$49,222	3.39%
159	CSFB 2005-8 [5]	ALT-A 2005	\$17,883,411	\$605,392	\$259,611	\$116,474		\$116,474	3.39%
160	CSFB 2005-8 [6]	ALT-A 2005	\$902,022	\$30,535	\$11,853	\$5,318		\$5,318	3.39%
161	CSFB 2005-8 [7]	ALT-A 2005	\$20,367,573	\$689,486	\$305,346	\$136,993		\$136,993	3.39%
162	CSFB 2005-8 [8]	ALT-A 2005	\$17,638,578	\$597,104	\$266,709	\$119,658		\$119,658	3.39%
163	CSFB 2005-8 [9]	ALT-A 2005	\$15,632,250	\$529,185	\$216,605	\$97,179		\$97,179	3.39%
164	CSFB 2005-9 [1]	ALT-A 2005	\$14,349,268	\$398,033	\$160,186	\$71,867		\$71,867	2.77%
165	CSFB 2005-9 [2]	ALT-A 2005	\$10,560,497	\$292,937	\$118,089	\$52,980		\$52,980	2.77%
166	CSFB 2005-9 [3]	ALT-A 2005	\$20,241,243	\$561,470	\$246,781	\$110,718		\$110,718	2.77%
167	CSFB 2005-9 [4]	ALT-A 2005	\$12,219,635	\$338,959	\$138,008	\$61,917		\$61,917	2.77%
168	CSFB 2005-9 [5]	ALT-A 2005	\$32,857,999	\$911,445	\$389,253	\$174,638		\$174,638	2.77%
169	CSMC 2006-1 [1]	Prime 2006	\$25,467,591	\$49,567	\$17,791	\$7,982		\$7,982	0.19%
170	CSMC 2006-1 [2]	Prime 2006	\$11,654,479	\$22,683	\$8,232	\$3,693		\$3,693	0.19%
171	CSMC 2006-1 [3]	Prime 2006	\$8,830,812	\$17,187	\$6,160	\$2,764		\$2,764	0.19%
172	CSMC 2006-1 [4]	Prime 2006	\$5,139,578	\$10,003	\$3,565	\$1,600		\$1,600	0.19%
173	CSMC 2006-1 [5]	Prime 2006	\$23,434,159	\$45,609	\$16,496	\$7,401		\$7,401	0.19%
174	CSMC 2006-8 [1]	Prime 2006	\$49,428,629	\$1,236,817	\$449,614	\$201,718		\$201,718	2.50%
175	CSMC 2006-8 [2]	Prime 2006	\$1,942,102	\$48,596	\$17,483	\$7,844		\$7,844	2.50%
176	CSMC 2006-9 [1]	ALT-A 2006	\$53,725,288	\$46,718	\$15,580	\$6,990		\$6,990	0.09%
177	CSMC 2006-9 [2A]	ALT-A 2006	\$35,621,434	\$30,975	\$10,507	\$4,714		\$4,714	0.09%
178	CSMC 2006-9 [2B]	ALT-A 2006	\$31,966,184	\$27,797	\$9,536	\$4,278		\$4,278	0.09%
179	CSMC 2007-6 [Total]	ALT-A 2007	\$125,841,476	\$616,515	\$211,192	\$94,751		\$94,751	0.49%

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180	CSMC 2007-7 [1]	Prime 2007	\$34,469,600	\$73,657	\$26,739	\$11,996		\$11,996	0.21%
181	CSMC 2007-7 [2]	Prime 2007	\$11,128,420	\$23,780	\$8,538	\$3,831		\$3,831	0.21%
182	CSMC 2007-7 [3]	Prime 2007	\$1,833,809	\$3,919	\$1,392	\$624		\$624	0.21%
183	FMRMT 2003-A [Total]	2003	\$4,608,187	\$4,608,187	\$2,123,221	\$952,578		\$952,578	100.00%
184	FNR 2002-66 [FIVE]	Subprime 2002	\$3,342,601	\$300,834	\$80,464	\$18,050	FNMA/FNMA (Agency Wrap)	\$0	4.50%
185	FNR 2002-66 [FOUR]	Subprime 2002	\$5,410,998	\$486,990	\$132,019	\$29,615	FNMA/FNMA (Agency Wrap)	\$0	4.50%
186	FNR 2002-66 [ONE]	Subprime 2002	\$6,746,831	\$607,215	\$130,877	\$29,359	FNMA/FNMA (Agency Wrap)	\$0	4.50%
187	GMACM 2000-HE2 [1HEL]	Second Lien 2000	\$3,261,253	\$3,261,253	\$857,356	\$384,651	MBIA	\$0	100.00%
188	GMACM 2000-HE2 [1HELOC]	Second Lien 2000	\$11,154,982	\$11,154,982	\$2,954,923	\$1,325,720	MBIA	\$0	100.00%
189	GMACM 2000-HE2 [2HEL]	Second Lien 2000	\$211,993	\$211,993	\$55,565	\$24,929	MBIA	\$0	100.00%
190	GMACM 2000-HE2 [2HELOC]	Second Lien 2000	\$2,160,494	\$2,160,494	\$566,982	\$254,375	MBIA	\$0	100.00%
191	GMACM 2000-HE4 [1HEL]	Second Lien 2000	\$2,335,186	\$2,335,186	\$618,727	\$277,590	MBIA	\$0	100.00%
192	GMACM 2000-HE4 [1HELOC]	Second Lien 2000	\$6,255,211	\$6,255,211	\$1,676,626	\$752,214	MBIA	\$0	100.00%
193	GMACM 2000-HE4 [2HEL]	Second Lien 2000	\$74,559	\$74,559	\$19,811	\$8,888	MBIA	\$0	100.00%
194	GMACM 2000-HE4 [2HELOC]	Second Lien 2000	\$594,789	\$594,789	\$159,709	\$71,653	MBIA	\$0	100.00%
195	GMACM 2001-HE2 [1AHEL]	CES 2001	\$1,699,628	\$1,699,628	\$277,649	\$124,566	FGIC	\$124,566	100.00%
196	GMACM 2001-HE2 [1AHELOC]	CES 2001	\$3,347,060	\$3,347,060	\$537,757	\$241,263	FGIC	\$241,263	100.00%
197	GMACM 2001-HE2 [1BHEL]	CES 2001	\$1,740,128	\$1,740,128	\$288,959	\$129,641	FGIC	\$129,641	100.00%
198	GMACM 2001-HE2 [1BHELOC]	CES 2001	\$3,281,041	\$3,281,041	\$542,901	\$243,571	FGIC	\$243,571	100.00%
199	GMACM 2001-HE2 [2A]	CES 2001	\$1,392,622	\$1,392,622	\$226,167	\$101,469	FGIC	\$101,469	100.00%
200	GMACM 2001-HE2 [2B]	CES 2001	\$3,474,359	\$3,474,359	\$560,221	\$251,342	FGIC	\$251,342	100.00%
201	GMACM 2001-HE3 [1]	Second Lien 2001	\$3,248,994	\$3,248,994	\$875,945	\$392,991	FGIC	\$392,991	100.00%
202	GMACM 2001-HE3 [2]	Second Lien 2001	\$2,216,348	\$2,216,348	\$606,873	\$272,272	FGIC	\$272,272	100.00%
203	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%
204	GMACM 2001-HLT1 [2]	Second Lien 2001	\$4,726	\$4,726	\$1,636	\$734	AMBAC	\$734	100.00%
205	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%
206	GMACM 2001-HLT2 [2]	Second Lien 2001	\$284,905	\$284,905	\$87,885	\$39,429	Ambac	\$39,429	100.00%
207	GMACM 2002-HE1 [1]	Second Lien 2002	\$2,251,324	\$2,251,324	\$589,633	\$264,537	FGIC	\$264,537	100.00%
208	GMACM 2002-HE1 [2]	Second Lien 2002	\$4,592,570	\$4,592,570	\$1,314,323	\$589,668	FGIC	\$589,668	100.00%
209	GMACM 2002-HE1 [3]	Second Lien 2002	\$582,597	\$582,597	\$161,533	\$72,472	FGIC	\$72,472	100.00%
210	GMACM 2002-HE1 [4]	Second Lien 2002	\$4,165,981	\$4,165,981	\$1,192,240	\$534,896	FGIC	\$534,896	100.00%
211	GMACM 2002-HE3 [Total]	Second Lien 2002	\$18,212,606	\$18,212,606	\$5,191,004	\$2,328,932	MBIA	\$0	100.00%
212	GMACM 2002-HE4 [Total]	Second Lien 2002	\$8,301,994	\$8,301,994	\$2,336,034	\$1,048,056	FGIC	\$1,048,056	100.00%
213	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%
214	GMACM 2002-HLT1 [2]	Second Lien 2002	\$35,889	\$35,889	\$12,423	\$5,574	AMBAC	\$5,574	100.00%
215	GMACM 2003-AR1 [1]	Prime 2003	\$1,620,098	\$1,620,098	\$490,800	\$220,196		\$220,196	100.00%
216	GMACM 2003-AR1 [2]	Prime 2003	\$1,288,654	\$1,288,654	\$422,951	\$189,756		\$189,756	100.00%
217	GMACM 2003-AR2 [1]	Prime 2003	\$85,755	\$85,755	\$27,618	\$12,391		\$12,391	100.00%

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218	GMACM 2003-AR2 [2]	Prime 2003	\$1,023,963	\$1,023,963	\$313,933	\$140,845		\$140,845	100.00%
219	GMACM 2003-AR2 [3]	Prime 2003	\$611,843	\$611,843	\$235,676	\$105,736		\$105,736	100.00%
220	GMACM 2003-AR2 [4]	Prime 2003	\$749,369	\$749,369	\$322,554	\$144,713		\$144,713	100.00%
221	GMACM 2003-GH1 [1]	Subprime 2003	\$6,048,652	\$6,048,652	\$2,599,898	\$1,166,438	MBIA - Insurer Exception	\$1,166,438	100.00%
222	GMACM 2003-GH1 [2]	Subprime 2003	\$677,814	\$677,814	\$287,069	\$128,793	MBIA - Insurer Exception	\$128,793	100.00%
223	GMACM 2003-GH1 [3]	Subprime 2003	\$331,985	\$331,985	\$138,867	\$62,302	MBIA - Insurer Exception	\$62,302	100.00%
224	GMACM 2003-GH2 [1A]	Subprime 2003	\$604,524	\$604,524	\$262,601	\$117,815		\$117,815	100.00%
225	GMACM 2003-GH2 [1F]	Subprime 2003	\$5,420,479	\$5,420,479	\$2,374,840	\$1,065,467		\$1,065,467	100.00%
226	GMACM 2003-GH2 [2A]	Subprime 2003	\$891,909	\$891,909	\$378,811	\$169,953		\$169,953	100.00%
227	GMACM 2003-GH2 [2F]	Subprime 2003	\$3,710,226	\$3,710,226	\$1,583,817	\$710,576		\$710,576	100.00%
228	GMACM 2003-HE1 [Total]	Second Lien 2003	\$22,095,452	\$22,095,452	\$9,416,824	\$4,224,836	FGIC	\$4,224,836	100.00%
229	GMACM 2003-HE2 [Total]	CES 2003	\$8,395,094	\$8,395,094	\$1,931,450	\$866,541	FGIC	\$866,541	100.00%
230	GMACM 2003-J10 [Total]	Prime 2003	\$96,499	\$96,499	\$44,083	\$19,778		\$19,778	100.00%
231	GMACM 2003-J5 [Total]	Prime 2003	\$208,554	\$208,554	\$55,391	\$24,851		\$24,851	100.00%
232	GMACM 2003-J6 [Total]	Prime 2003	\$823,235	\$823,235	\$312,716	\$140,299		\$140,299	100.00%
233	GMACM 2003-J7 [Total]	Prime 2003	\$1,036,293	\$1,036,293	\$383,469	\$172,042		\$172,042	100.00%
234	GMACM 2003-J8 [Total]	Prime 2003	\$1,599,442	\$1,599,442	\$548,267	\$245,979		\$245,979	100.00%
235	GMACM 2003-J9 [Total]	Prime 2003	\$1,477,100	\$1,477,100	\$508,427	\$228,105		\$228,105	100.00%
236	GMACM 2010-1 [Total]	Subprime 2008	\$21,539,078	\$21,539,078	\$11,050,362	\$4,957,719		\$4,957,719	100.00%
237	GMACM 2010-2 [Total]	Subprime 2008	\$82,325,375	\$82,325,375	\$42,943,715	\$19,266,599		\$19,266,599	100.00%
238	GPMF 2006-HE1 [F]	Second Lien 2006	\$11,506,266	\$50,628	\$24,949	\$11,193	XL/CIFG	\$0	0.44%
239	GPMF 2006-HE1 [H]	Second Lien 2006	\$206,142,777	\$907,028	\$446,903	\$200,502	XL/CIFG	\$0	0.44%
240	GSA 2005-9 [1]	ALT-A 2005	\$13,909,988	\$2,709,242	\$1,170,003	\$524,919		\$524,919	19.48%
241	GSA 2005-9 [2]	ALT-A 2005	\$84,712,227	\$16,499,363	\$7,038,882	\$3,157,978		\$3,157,978	19.48%
242	GSMPS 2004-4 [ONEA]	Subprime 2004	\$40,267,514	\$3,624,076	\$2,015,050	\$904,048		\$904,048	9.00%
243	GSMPS 2004-4 [ONEB]	Subprime 2004	\$7,279,879	\$655,189	\$364,342	\$163,461		\$163,461	9.00%
244	GSMPS 2004-4 [TWO]	Subprime 2004	\$5,386,338	\$484,770	\$268,983	\$120,679		\$120,679	9.00%
245	GSMPS 2005-LT1 [A]	Subprime 2005	\$1,543,356	\$53,091	\$30,192	\$13,546		\$13,546	3.44%
246	GSMPS 2005-LT1 [F]	Subprime 2005	\$17,924,307	\$616,596	\$350,508	\$157,254		\$157,254	3.44%
247	GSMPS 2005-RP1 [ONEA]	Subprime 2005	\$64,961,109	\$876,975	\$486,350	\$218,200		\$218,200	1.35%
248	GSMPS 2005-RP1 [ONEB]	Subprime 2005	\$6,680,812	\$90,191	\$50,022	\$22,442		\$22,442	1.35%
249	GSMPS 2005-RP1 [TWO]	Subprime 2005	\$7,666,964	\$103,504	\$57,350	\$25,730		\$25,730	1.35%
250	GSMPS 2005-RP2 [ONEA]	Subprime 2005	\$67,821,168	\$1,600,580	\$887,640	\$398,238		\$398,238	2.36%
251	GSMPS 2005-RP2 [ONEB]	Subprime 2005	\$5,966,170	\$140,802	\$78,259	\$35,111		\$35,111	2.36%
252	GSMPS 2005-RP2 [TWO]	Subprime 2005	\$4,458,941	\$105,231	\$58,420	\$26,210		\$26,210	2.36%
253	GSMPS 2005-RP3 [ONEA]	Subprime 2005	\$68,125,751	\$1,519,204	\$842,846	\$378,141		\$378,141	2.23%
254	GSMPS 2005-RP3 [ONEB]	Subprime 2005	\$7,087,511	\$158,051	\$87,659	\$39,328		\$39,328	2.23%
255	GSMPS 2005-RP3 [TWO]	Subprime 2005	\$7,290,466	\$162,577	\$89,972	\$40,366		\$40,366	2.23%

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	Name	Cohort	Net Total Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	GMACM Claim	Insurer	GMACM Recognized Claim	GMACM Seller %
1	GSMPS 2006-RP1 [I_1]	Subprime 2006	\$75,908,429	\$3,795,421	\$2,114,829	\$948,813		\$948,813	5.00%
256	GSMPS 2006-RP1 [I_234]	Subprime 2006	\$5,968,620	\$298,431	\$166,282	\$74,602		\$74,602	5.00%
257	GSMPS 2006-RP1 [II]	Subprime 2006	\$5,705,610	\$285,280	\$158,955	\$71,315		\$71,315	5.00%
258	GSMPS 2006-RP2 [1]	Subprime 2006	\$57,407,570	\$2,037,969	\$1,135,522	\$509,450		\$509,450	3.55%
259	GSMPS 2006-RP2 [2]	Subprime 2006	\$2,805,517	\$99,596	\$55,500	\$24,900		\$24,900	3.55%
260	GSR 2003-2F [1]	Prime 2003	\$235,423	\$77,431	\$22,756	\$10,210		\$10,210	32.89%
261	GSR 2003-2F [2]	Prime 2003	\$152,220	\$50,065	\$17,426	\$7,818		\$7,818	32.89%
262	GSR 2003-2F [3]	Prime 2003	\$283,628	\$93,286	\$28,894	\$12,963		\$12,963	32.89%
263	GSR 2004-10F [1]	Prime 2004	\$1,156,574	\$202,089	\$108,137	\$48,515		\$48,515	17.47%
264	GSR 2004-10F [2]	Prime 2004	\$1,561,362	\$272,818	\$150,268	\$67,417		\$67,417	17.47%
265	GSR 2005-5F [1]	Prime 2005	\$17,201,404	\$792,985	\$438,407	\$196,690		\$196,690	4.61%
266	GSR 2005-5F [2]	Prime 2005	\$717,087	\$33,058	\$17,706	\$7,944		\$7,944	4.61%
267	GSR 2005-6F [1]	Prime 2005	\$21,726,483	\$582,270	\$299,324	\$134,291		\$134,291	2.68%
268	GSR 2005-6F [2]	Prime 2005	\$448,577	\$12,022	\$7,147	\$3,206		\$3,206	2.68%
269	GSR 2005-7F [1]	Prime 2005	\$439,214	\$39,529	\$22,399	\$10,049		\$10,049	9.00%
270	GSR 2005-7F [2]	Prime 2005	\$4,689,799	\$422,082	\$213,893	\$95,963		\$95,963	9.00%
271	GSR 2005-7F [3]	Prime 2005	\$2,169,122	\$195,221	\$105,721	\$47,431		\$47,431	9.00%
272	GSR 2005-8F [1]	Prime 2005	\$20,994,365	\$1,889,493	\$958,611	\$430,078		\$430,078	9.00%
273	GSR 2005-8F [2]	Prime 2005	\$1,268,980	\$114,208	\$68,277	\$30,632		\$30,632	9.00%
274	GSR 2005-8F [3]	Prime 2005	\$11,544,153	\$1,038,974	\$481,273	\$215,922		\$215,922	9.00%
275	GSR 2005-9F [1]	Prime 2005	\$31,131,667	\$129,376	\$61,966	\$27,801		\$27,801	0.42%
276	GSR 2005-9F [2]	Prime 2005	\$9,248,135	\$38,433	\$17,906	\$8,033		\$8,033	0.42%
277	GSR 2005-9F [3]	Prime 2005	\$157,399	\$654	\$391	\$175		\$175	0.42%
278	GSR 2005-AR3 [1]	Prime 2005	\$1,425,750	\$112,449	\$56,159	\$25,196		\$25,196	7.89%
279	GSR 2005-AR3 [2]	Prime 2005	\$745,469	\$58,795	\$29,515	\$13,242		\$13,242	7.89%
280	GSR 2005-AR3 [3]	Prime 2005	\$12,517,955	\$987,291	\$443,399	\$198,930		\$198,930	7.89%
281	GSR 2005-AR3 [4]	Prime 2005	\$10,447,499	\$823,994	\$386,555	\$173,427		\$173,427	7.89%
282	GSR 2005-AR3 [5]	Prime 2005	\$12,833,097	\$1,012,146	\$489,934	\$219,808		\$219,808	7.89%
283	GSR 2005-AR3 [6]	Prime 2005	\$22,465,006	\$1,771,815	\$883,318	\$396,298		\$396,298	7.89%
284	GSR 2005-AR3 [7]	Prime 2005	\$1,434,708	\$113,155	\$59,556	\$26,720		\$26,720	7.89%
285	GSR 2005-AR3 [8]	Prime 2005	\$2,755,213	\$217,304	\$119,203	\$53,480		\$53,480	7.89%
286	GSR 2005-AR7 [1]	Prime 2005	\$10,108,175	\$285,143	\$130,877	\$58,718		\$58,718	2.82%
287	GSR 2005-AR7 [2]	Prime 2005	\$22,439,063	\$632,987	\$328,933	\$147,575		\$147,575	2.82%
288	GSR 2005-AR7 [3]	Prime 2005	\$4,867,724	\$137,314	\$72,002	\$32,303		\$32,303	2.82%
289	GSR 2005-AR7 [4]	Prime 2005	\$11,555,639	\$325,975	\$153,495	\$68,865		\$68,865	2.82%
290	GSR 2005-AR7 [5]	Prime 2005	\$8,005,227	\$225,821	\$120,193	\$53,924		\$53,924	2.82%
291	GSR 2005-AR7 [6]	Prime 2005	\$28,812,703	\$812,782	\$445,151	\$199,716		\$199,716	2.82%
292	GSR 2006-2F [1]	Prime 2006	\$36,964,538	\$443,574	\$158,883	\$71,283		\$71,283	1.20%
293	GSR 2006-2F [2]	Prime 2006	\$2,043,634	\$24,524	\$8,721	\$3,913		\$3,913	1.20%
294	GSR 2006-3F [1]	Prime 2006	\$27,159,105	\$392,660	\$140,959	\$63,241		\$63,241	1.45%
295	GSR 2006-3F [2]	Prime 2006	\$12,014,268	\$173,699	\$62,304	\$27,953		\$27,953	1.45%
296	GSR 2006-4F [1]	Prime 2006	\$25,672,018	\$4,846,877	\$1,745,581	\$783,151		\$783,151	18.88%
297	GSR 2006-4F [2]	Prime 2006	\$9,908,714	\$1,870,765	\$673,984	\$302,381		\$302,381	18.88%
298	GSR 2006-4F [3]	Prime 2006	\$8,540,082	\$1,612,368	\$579,809	\$260,130		\$260,130	18.88%
299	GSR 2006-AR1 [1]	Prime 2006	\$16,766,862	\$838,343	\$303,943	\$136,363		\$136,363	5.00%
300	GSR 2006-AR1 [2]	Prime 2006	\$104,809,030	\$5,240,452	\$1,881,684	\$844,213		\$844,213	5.00%
301	GSR 2006-AR1 [3]	Prime 2006	\$7,908,392	\$395,420	\$141,120	\$63,313		\$63,313	5.00%
302	GSR 2006-AR2 [1]	Prime 2006	\$989,484	\$49,474	\$17,839	\$8,003		\$8,003	5.00%
303	GSR 2006-AR2 [2]	Prime 2006	\$14,570,332	\$728,517	\$262,691	\$117,856		\$117,856	5.00%
304	GSR 2006-AR2 [3]	Prime 2006	\$28,968,272	\$1,448,414	\$522,393	\$234,370		\$234,370	5.00%
305	GSR 2006-AR2 [4]	Prime 2006	\$23,092,225	\$1,154,611	\$415,788	\$186,542		\$186,542	5.00%
306	GSR 2006-AR2 [5]	Prime 2006	\$26,171,161	\$1,308,558	\$466,700	\$209,384		\$209,384	5.00%
307	GSR 2007-4F [1]	Prime 2007	\$54,943,435	\$1,499,956	\$538,086	\$241,411		\$241,411	2.73%
308	GSR 2007-4F [2]	Prime 2007	\$3,075,367	\$83,958	\$29,925	\$13,426		\$13,426	2.73%
309	GSR 2007-AR1 [1]	Prime 2007	\$10,043,917	\$502,196	\$181,370	\$81,371		\$81,371	5.00%
310	GSR 2007-AR1 [2]	Prime 2007	\$152,459,019	\$7,622,951	\$2,752,585	\$1,234,941		\$1,234,941	5.00%
311	GSR 2007-AR1 [3]	Prime 2007	\$14,325,032	\$716,252	\$257,560	\$115,554		\$115,554	5.00%
312	GSR 2007-AR1 [4]	Prime 2007	\$5,623,720	\$281,186	\$100,590	\$45,130		\$45,130	5.00%
313	GSR 2007-AR1 [5]	Prime 2007	\$8,280,024	\$414,001	\$147,185	\$66,034		\$66,034	5.00%

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1	Name	Cohort	Net Total Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	GMACM Claim	Insurer	GMACM Recognized Claim	GMACM Seller %
315	GSR 2007-AR1 [6]	Prime 2007	\$3,495,973	\$174,799	\$61,468	\$27,577		\$27,577	5.00%
316	GSR 2007-HEL1 [Total]	Second Lien 2007	\$4,473,052	\$223,653	\$109,816	\$24,634	MBIA	\$0	2.50%
317	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%
318	GSR 2007-OA2 [2]	Pay Option ARM 2007	\$59,730,280	\$2,986,514	\$1,101,160	\$494,033		\$494,033	5.00%
319	HVMLT 2003-1 [Total]	ALT-A 2003	\$880,638	\$468,235	\$164,308	\$73,716		\$73,716	53.17%
320	HVMLT 2003-2 [1]	ALT-A 2003	\$1,857,620	\$2,972	\$1,154	\$518		\$518	0.16%
321	HVMLT 2003-2 [2]	ALT-A 2003	\$1,539,910	\$2,464	\$843	\$378		\$378	0.16%
322	HVMLT 2003-2 [3]	ALT-A 2003	\$320,339	\$513	\$178	\$80		\$80	0.16%
323	HVMLT 2004-4 [1]	ALT-A 2004	\$1,110,926	\$59,101	\$25,292	\$11,347		\$11,347	5.32%
324	HVMLT 2004-4 [2]	ALT-A 2004	\$3,382,123	\$179,929	\$74,562	\$33,452		\$33,452	5.32%
325	HVMLT 2004-4 [3]	ALT-A 2004	\$1,874,388	\$99,717	\$43,221	\$19,391		\$19,391	5.32%
326	HVMLT 2006-13 [Total]	ALT-A 2006	\$39,021,465	\$849,176	\$291,405	\$130,738		\$130,738	2.18%
327	HVMLT 2007-7 [1]	Pay Option ARM 2007	\$219,963,469	\$26,527,594	\$9,879,031	\$4,432,204		\$4,432,204	12.06%
328	HVMLT 2007-7 [2]	Pay Option ARM 2007	\$367,807,400	\$44,357,572	\$16,497,081	\$7,401,378		\$7,401,378	12.06%
329	LMT 2005-1 [1AX]	Prime 2005	\$4,772,299	\$130,284	\$63,535	\$14,253		\$14,253	1.37%
330	LMT 2005-1 [1DISC]	Prime 2005	\$3,502,828	\$95,627	\$47,276	\$10,605		\$10,605	1.37%
331	LMT 2005-1 [1PAX]	Prime 2005	\$3,469,896	\$94,728	\$46,274	\$10,380		\$10,380	1.37%
332	LMT 2005-1 [2AX]	Prime 2005	\$5,284,776	\$144,274	\$68,968	\$15,471		\$15,471	1.37%
333	LMT 2005-1 [2DISC]	Prime 2005	\$3,444,404	\$94,032	\$45,949	\$10,307		\$10,307	1.37%
334	LMT 2005-1 [2PAX]	Prime 2005	\$3,176,154	\$86,709	\$42,582	\$9,552		\$9,552	1.37%
335	LMT 2005-1 [3]	Prime 2005	\$6,880,626	\$187,841	\$85,707	\$19,226		\$19,226	1.37%
336	LMT 2005-1 [4AX]	Prime 2005	\$2,274,273	\$62,088	\$29,700	\$6,662		\$6,662	1.37%
337	LMT 2005-1 [4PAX]	Prime 2005	\$1,033,567	\$28,216	\$14,089	\$3,161		\$3,161	1.37%
338	LMT 2005-1 [5AX]	Prime 2005	\$6,182,660	\$168,787	\$74,955	\$16,814		\$16,814	1.37%
339	LMT 2005-1 [5DISC]	Prime 2005	\$2,895,511	\$79,047	\$34,963	\$7,843		\$7,843	1.37%
340	LMT 2005-1 [6AX]	Prime 2005	\$184,303	\$5,031	\$2,685	\$602		\$602	1.37%
341	LMT 2005-1 [6DISC]	Prime 2005	\$1,399,081	\$38,195	\$20,469	\$4,592		\$4,592	1.37%
342	LMT 2005-1 [6PAX]	Prime 2005	\$126,814	\$3,462	\$1,852	\$415		\$415	1.37%
343	LMT 2006-7 [1]	ALT-A 2006	\$43,260,724	\$2,119,775	\$728,947	\$163,520		\$163,520	2.45%
344	LMT 2006-7 [2]	ALT-A 2006	\$88,701,867	\$4,346,391	\$1,493,451	\$335,017		\$335,017	2.45%
345	LMT 2006-7 [3]	ALT-A 2006	\$36,380,967	\$1,782,667	\$611,745	\$137,229		\$137,229	2.45%
346	LMT 2006-7 [4]	ALT-A 2006	\$6,521,560	\$319,556	\$109,337	\$24,527		\$24,527	2.45%
347	LUM 2006-4 [Total]	Pay Option ARM 2006	\$134,926,422	\$16,015,766	\$5,706,799	\$2,560,342		\$2,560,342	11.87%
348	LUM 2006-6 [Total]	Pay Option ARM 2006	\$204,139,613	\$158,534,823	\$57,935,169	\$13,508,325		\$13,508,325	40.36%
349	LUM 2007-2 [1]	ALT-A 2007	\$139,923,492	\$2,777,722	\$950,751	\$213,276		\$213,276	0.99%
350	LUM 2007-2 [2]	ALT-A 2007	\$46,579,284	\$924,679	\$321,573	\$72,137		\$72,137	0.99%
351	LXS 2006-10N [1_A1]	ALT-A 2006	\$11,949,919	\$54,970	\$19,158	\$8,595		\$8,595	0.46%
352	LXS 2006-10N [1_A2]	ALT-A 2006	\$12,825,318	\$58,996	\$20,540	\$9,215		\$9,215	0.46%
353	LXS 2006-10N [1_A3]	ALT-A 2006	\$7,938,154	\$36,516	\$12,616	\$5,660		\$5,660	0.46%
354	LXS 2006-10N [1_A4]	ALT-A 2006	\$228,604,897	\$1,051,583	\$364,615	\$163,584		\$163,584	0.46%
355	LXS 2006-10N [1_F]	ALT-A 2006	\$70,556,365	\$324,559	\$112,285	\$50,376		\$50,376	0.46%
356	LXS 2006-10N [2_A1]	ALT-A 2006	\$36,924,484	\$169,853	\$58,559	\$26,272		\$26,272	0.46%
357	LXS 2006-10N [2_A2]	ALT-A 2006	\$3,842,320	\$17,675	\$6,090	\$2,732		\$2,732	0.46%
358	LXS 2006-10N [2_A4]	ALT-A 2006	\$117,743	\$542	\$187	\$84		\$84	0.46%
359	MALT 2004-12 [1]	ALT-A 2004	\$101,129	\$5,056	\$1,963	\$440		\$440	2.50%
360	MALT 2004-12 [2]	ALT-A 2004	\$2,388,183	\$119,409	\$51,116	\$11,466		\$11,466	2.50%
361	MALT 2004-12 [3]	ALT-A 2004	\$5,180,106	\$259,005	\$108,376	\$24,311		\$24,311	2.50%
362	MALT 2004-12 [4]	ALT-A 2004	\$1,159,534	\$57,977	\$22,763	\$5,106		\$5,106	2.50%
363	MALT 2004-12 [5]	ALT-A 2004	\$3,861,040	\$193,052	\$80,355	\$18,026		\$18,026	2.50%
364	MALT 2004-12 [6]	ALT-A 2004	\$1,942,089	\$97,104	\$38,802	\$8,704		\$8,704	2.50%
365	MALT 2004-4 [1]	ALT-A 2004	\$1,308,973	\$65,449	\$26,476	\$5,939		\$5,939	2.50%
366	MALT 2004-4 [10]	ALT-A 2004	\$288,810	\$14,441	\$5,760	\$1,292		\$1,292	2.50%
367	MALT 2004-4 [11]	ALT-A 2004	\$766,889	\$38,344	\$16,274	\$3,651		\$3,651	2.50%
368	MALT 2004-4 [2]	ALT-A 2004	\$476,273	\$23,814	\$9,952	\$2,232		\$2,232	2.50%
369	MALT 2004-4 [3]	ALT-A 2004	\$367,149	\$18,357	\$7,126	\$1,598		\$1,598	2.50%
370	MALT 2004-4 [4]	ALT-A 2004	\$501,905	\$25,095	\$10,195	\$2,287		\$2,287	2.50%

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371	MALT 2004-4 [5]	ALT-A 2004	\$655,641	\$32,782	\$13,479	\$3,024		\$3,024	2.50%
372	MALT 2004-4 [6]	ALT-A 2004	\$1,280,753	\$64,038	\$25,256	\$5,666		\$5,666	2.50%
373	MALT 2004-4 [7]	ALT-A 2004	\$1,775,705	\$88,785	\$37,714	\$8,460		\$8,460	2.50%
374	MALT 2004-4 [8]	ALT-A 2004	\$1,296,430	\$64,821	\$28,641	\$6,425		\$6,425	2.50%
375	MALT 2004-4 [9]	ALT-A 2004	\$970,557	\$48,528	\$19,244	\$4,317		\$4,317	2.50%
376	MALT 2004-6 [1]	ALT-A 2004	\$711,599	\$64,044	\$25,004	\$5,609		\$5,609	4.50%
377	MALT 2004-6 [10]	ALT-A 2004	\$2,620,503	\$235,845	\$98,390	\$22,071		\$22,071	4.50%
378	MALT 2004-6 [2]	ALT-A 2004	\$74,699	\$6,723	\$2,610	\$585		\$585	4.50%
379	MALT 2004-6 [3]	ALT-A 2004	\$763,516	\$68,716	\$26,864	\$6,026		\$6,026	4.50%
380	MALT 2004-6 [4]	ALT-A 2004	\$1,102,081	\$99,187	\$40,123	\$9,001		\$9,001	4.50%
381	MALT 2004-6 [5]	ALT-A 2004	\$605,915	\$54,532	\$22,171	\$4,973		\$4,973	4.50%
382	MALT 2004-6 [6]	ALT-A 2004	\$2,078,379	\$187,054	\$81,031	\$18,177		\$18,177	4.50%
383	MALT 2004-6 [7]	ALT-A 2004	\$4,838,506	\$435,466	\$178,441	\$40,029		\$40,029	4.50%
384	MALT 2004-6 [8]	ALT-A 2004	\$2,146,287	\$193,166	\$77,904	\$17,476		\$17,476	4.50%
385	MALT 2004-6 [9]	ALT-A 2004	\$1,188,107	\$106,930	\$44,008	\$9,872		\$9,872	4.50%
386	MALT 2004-7 [1]	ALT-A 2004	\$4,963,932	\$446,754	\$183,960	\$41,267		\$41,267	4.50%
387	MALT 2004-7 [10]	ALT-A 2004	\$422,391	\$38,015	\$15,427	\$3,461		\$3,461	4.50%
388	MALT 2004-7 [2]	ALT-A 2004	\$768,568	\$69,171	\$27,900	\$6,259		\$6,259	4.50%
389	MALT 2004-7 [3]	ALT-A 2004	\$1,382,732	\$124,446	\$53,126	\$11,918		\$11,918	4.50%
390	MALT 2004-7 [4]	ALT-A 2004	\$596,620	\$53,696	\$21,214	\$4,759		\$4,759	4.50%
391	MALT 2004-7 [5]	ALT-A 2004	\$118,139	\$10,633	\$4,128	\$926		\$926	4.50%
392	MALT 2004-7 [6]	ALT-A 2004	\$342,018	\$30,782	\$12,420	\$2,786		\$2,786	4.50%
393	MALT 2004-7 [7]	ALT-A 2004	\$907,688	\$81,692	\$32,914	\$7,383		\$7,383	4.50%
394	MALT 2004-7 [8]	ALT-A 2004	\$394,654	\$35,519	\$14,262	\$3,199		\$3,199	4.50%
395	MALT 2004-7 [9]	ALT-A 2004	\$3,712,985	\$334,169	\$139,584	\$31,312		\$31,312	4.50%
396	MALT 2004-8 [1]	ALT-A 2004	\$4,255,942	\$383,035	\$164,971	\$37,007		\$37,007	4.50%
397	MALT 2004-8 [2]	ALT-A 2004	\$3,075,089	\$276,758	\$115,271	\$25,858		\$25,858	4.50%
398	MALT 2004-8 [3]	ALT-A 2004	\$1,047,024	\$94,232	\$37,705	\$8,458		\$8,458	4.50%
399	MALT 2004-8 [4]	ALT-A 2004	\$781,886	\$70,370	\$28,982	\$6,501		\$6,501	4.50%
400	MALT 2004-8 [5]	ALT-A 2004	\$981,912	\$88,372	\$36,364	\$8,157		\$8,157	4.50%
401	MALT 2004-8 [6]	ALT-A 2004	\$701,074	\$63,097	\$25,297	\$5,675		\$5,675	4.50%
402	MALT 2004-8 [7]	ALT-A 2004	\$483,952	\$43,556	\$17,327	\$3,887		\$3,887	4.50%
403	MALT 2004-8 [8]	ALT-A 2004	\$900,527	\$81,047	\$35,418	\$7,945		\$7,945	4.50%
404	MALT 2005-3 [1]	ALT-A 2005	\$5,722,411	\$286,121	\$114,043	\$25,583		\$25,583	2.50%
405	MALT 2005-3 [2]	ALT-A 2005	\$1,648,426	\$82,421	\$33,853	\$7,594		\$7,594	2.50%
406	MALT 2005-3 [3]	ALT-A 2005	\$2,816,526	\$140,826	\$60,018	\$13,463		\$13,463	2.50%
407	MALT 2005-3 [4]	ALT-A 2005	\$1,649,965	\$82,498	\$32,249	\$7,234		\$7,234	2.50%
408	MALT 2005-3 [5]	ALT-A 2005	\$1,300,464	\$65,023	\$26,070	\$5,848		\$5,848	2.50%
409	MALT 2005-3 [6]	ALT-A 2005	\$10,665,943	\$533,297	\$216,590	\$48,586		\$48,586	2.50%
410	MALT 2005-3 [7]	ALT-A 2005	\$2,040,439	\$102,022	\$43,433	\$9,743		\$9,743	2.50%
411	MALT 2005-4 [1]	ALT-A 2005	\$5,008,845	\$450,796	\$193,887	\$43,493		\$43,493	4.50%
412	MALT 2005-4 [2]	ALT-A 2005	\$4,675,166	\$420,765	\$179,990	\$40,376		\$40,376	4.50%
413	MALT 2005-4 [3]	ALT-A 2005	\$4,463,070	\$401,676	\$166,775	\$37,412		\$37,412	4.50%
414	MALT 2005-4 [4]	ALT-A 2005	\$1,426,584	\$128,393	\$51,075	\$11,457		\$11,457	4.50%
415	MALT 2005-4 [5]	ALT-A 2005	\$5,163,310	\$464,698	\$197,676	\$44,343		\$44,343	4.50%
416	MALT 2005-5 [1]	ALT-A 2005	\$401,371	\$20,069	\$7,790	\$1,747		\$1,747	2.50%
417	MALT 2005-5 [2]	ALT-A 2005	\$3,151,283	\$157,564	\$62,943	\$14,120		\$14,120	2.50%
418	MALT 2005-5 [3]	ALT-A 2005	\$20,915,721	\$1,045,786	\$437,240	\$98,083		\$98,083	2.50%
419	MALT 2005-5 [4]	ALT-A 2005	\$2,466,671	\$123,334	\$52,763	\$11,836		\$11,836	2.50%
420	MALT 2005-5 [5]	ALT-A 2005	\$4,848,785	\$242,439	\$100,128	\$22,461		\$22,461	2.50%
421	MALT 2006-1 [Total]	ALT-A 2006	\$39,940,754	\$289,161	\$98,398	\$44,146		\$44,146	0.72%
422	MALT 2007-HF1 [1]	ALT-A 2007	\$4,875,690	\$234,152	\$80,089	\$35,932		\$35,932	4.80%
423	MALT 2007-HF1 [2]	ALT-A 2007	\$21,423,537	\$1,028,851	\$355,604	\$159,541		\$159,541	4.80%
424	MALT 2007-HF1 [3]	ALT-A 2007	\$3,433,536	\$164,893	\$56,475	\$25,337		\$25,337	4.80%
425	MALT 2007-HF1 [4]	ALT-A 2007	\$30,547,035	\$1,467,001	\$502,523	\$225,456		\$225,456	4.80%
426	MALT 2007-HF1 [5]	ALT-A 2007	\$3,424,738	\$164,471	\$56,898	\$25,527		\$25,527	4.80%
427	MARP 2005-1 [1A]	Subprime 2005	\$3,116,005	\$280,440	\$155,472	\$69,752		\$69,752	9.00%
428	MARP 2005-1 [1B]	Subprime 2005	\$8,534,564	\$768,111	\$425,864	\$191,063		\$191,063	9.00%
429	MARP 2005-1 [1C]	Subprime 2005	\$7,815,199	\$703,368	\$390,091	\$175,013		\$175,013	9.00%
430	MARP 2005-1 [1D]	Subprime 2005	\$5,771,741	\$519,457	\$288,054	\$129,235		\$129,235	9.00%
431	MARP 2005-1 [1E]	Subprime 2005	\$2,389,764	\$215,079	\$119,215	\$53,486		\$53,486	9.00%
432	MARP 2005-1 [1F]	Subprime 2005	\$1,885,178	\$169,666	\$94,074	\$42,206		\$42,206	9.00%

	A	B	C	D	E	F	G	H	I
1	Name	Cohort	Net Total Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	GMACM Claim	Insurer	GMACM Recognized Claim	GMACM Seller %
433	MARP 2005-1 [2]	Subprime 2005	\$1,177,982	\$106,018	\$58,741	\$26,354		\$26,354	9.00%
434	MARP 2005-2 [POOL1_A]	Subprime 2005	\$34,606,315	\$308,714	\$171,155	\$76,788		\$76,788	0.89%
435	MARP 2005-2 [POOL1_B]	Subprime 2005	\$5,216,957	\$46,539	\$25,770	\$11,562		\$11,562	0.89%
436	MARP 2005-2 [POOL1_C]	Subprime 2005	\$2,664,648	\$23,771	\$13,170	\$5,909		\$5,909	0.89%
437	MARP 2005-2 [POOL1_D]	Subprime 2005	\$1,867,260	\$16,657	\$9,234	\$4,143		\$4,143	0.89%
438	MARP 2005-2 [POOL2]	Subprime 2005	\$2,116,394	\$18,880	\$10,472	\$4,698		\$4,698	0.89%
439	MARP 2006-1 [1_1]	Subprime 2006	\$29,350,392	\$50,882	\$28,352	\$12,720		\$12,720	0.17%
440	MARP 2006-1 [1_234]	Subprime 2006	\$9,640,696	\$16,713	\$9,313	\$4,178		\$4,178	0.17%
441	MARP 2006-1 [1]	Subprime 2006	\$847,986	\$1,470	\$819	\$368		\$368	0.17%
442	MARP 2006-2 [1]	Subprime 2006	\$33,429,970	\$1,478,572	\$823,856	\$369,621		\$369,621	4.42%
443	MARP 2006-2 [2]	Subprime 2006	\$636,005	\$28,130	\$15,675	\$7,033		\$7,033	4.42%
444	MASTR 2002-7 [1]	Prime 2002	\$132,802	\$7,716	\$2,365	\$1,061		\$1,061	5.81%
445	MASTR 2002-7 [2]	Prime 2002	\$510,491	\$29,659	\$6,254	\$2,806		\$2,806	5.81%
446	MASTR 2002-7 [3]	Prime 2002	\$58,053	\$3,373	\$1,034	\$464		\$464	5.81%
447	MASTR 2003-2 [ONE]	Prime 2003	\$93,832	\$8,445	\$3,113	\$1,397		\$1,397	9.00%
448	MASTR 2003-2 [THREE]	Prime 2003	\$96,997	\$8,730	\$4,009	\$1,799		\$1,799	9.00%
449	MASTR 2003-2 [TWO]	Prime 2003	\$236,011	\$21,241	\$6,522	\$2,926		\$2,926	9.00%
450	MASTR 2003-4 [EIGHT]	Prime 2003	\$40,866	\$155	\$71	\$32		\$32	0.38%
451	MASTR 2003-4 [FIVE]	Prime 2003	\$105,370	\$400	\$133	\$60		\$60	0.38%
452	MASTR 2003-4 [FOUR]	Prime 2003	\$59,845	\$227	\$105	\$47		\$47	0.38%
453	MASTR 2003-4 [ONE]	Prime 2003	\$43,095	\$164	\$75	\$34		\$34	0.38%
454	MASTR 2003-4 [SIX]	Prime 2003	\$395,663	\$1,504	\$691	\$310		\$310	0.38%
455	MASTR 2003-4 [THREE]	Prime 2003	\$28,064	\$107	\$49	\$22		\$22	0.38%
456	MASTR 2003-4 [TWO]	Prime 2003	\$125,915	\$478	\$220	\$99		\$99	0.38%
457	MASTR 2004-1 [1]	Prime 2004	\$597,293	\$53,756	\$29,137	\$13,072		\$13,072	9.00%
458	MASTR 2004-1 [2]	Prime 2004	\$12,151	\$1,094	\$654	\$293		\$293	9.00%
459	MASTR 2004-1 [3]	Prime 2004	\$167,481	\$15,073	\$9,011	\$4,043		\$4,043	9.00%
460	MASTR 2004-1 [4]	Prime 2004	\$98,270	\$8,844	\$5,287	\$2,372		\$2,372	9.00%
461	MASTR 2004-1 [5]	Prime 2004	\$425,699	\$38,313	\$21,290	\$9,552		\$9,552	9.00%
462	MASTR 2004-10 [1]	Prime 2004	\$133,867	\$12,048	\$7,203	\$3,231		\$3,231	9.00%
463	MASTR 2004-10 [2]	Prime 2004	\$157,957	\$14,216	\$8,499	\$3,813		\$3,813	9.00%
464	MASTR 2004-10 [3]	Prime 2004	\$135,674	\$12,211	\$7,296	\$3,273		\$3,273	9.00%
465	MASTR 2004-10 [4]	Prime 2004	\$161,112	\$14,500	\$8,669	\$3,889		\$3,889	9.00%
466	MASTR 2004-10 [5]	Prime 2004	\$481,117	\$43,301	\$20,832	\$9,346		\$9,346	9.00%
467	MASTR 2004-10 [6]	Prime 2004	\$244,873	\$22,039	\$10,711	\$4,806		\$4,806	9.00%
468	MASTR 2004-11 [1]	Prime 2004	\$199,381	\$16,024	\$8,116	\$3,641		\$3,641	8.04%
469	MASTR 2004-11 [2]	Prime 2004	\$179,597	\$14,434	\$8,629	\$3,871		\$3,871	8.04%
470	MASTR 2004-11 [3]	Prime 2004	\$397,223	\$31,924	\$14,532	\$6,520		\$6,520	8.04%
471	MASTR 2004-11 [4]	Prime 2004	\$1,041,153	\$83,676	\$41,420	\$18,583		\$18,583	8.04%
472	MASTR 2004-11 [5]	Prime 2004	\$633,868	\$50,943	\$27,332	\$12,262		\$12,262	8.04%
473	MASTR 2004-3 [1]	Prime 2004	\$80,694	\$7,262	\$4,342	\$1,948		\$1,948	9.00%
474	MASTR 2004-3 [2]	Prime 2004	\$17,523	\$1,577	\$943	\$423		\$423	9.00%
475	MASTR 2004-3 [3]	Prime 2004	\$181,588	\$16,343	\$9,770	\$4,383		\$4,383	9.00%
476	MASTR 2004-3 [4]	Prime 2004	\$429,194	\$38,627	\$21,037	\$9,438		\$9,438	9.00%
477	MASTR 2004-3 [5]	Prime 2004	\$17,523	\$1,577	\$943	\$423		\$423	9.00%
478	MASTR 2004-4 [ONE1]	Prime 2004	\$112,309	\$2,976	\$1,779	\$798		\$798	2.65%
479	MASTR 2004-4 [ONE2]	Prime 2004	\$112,199	\$2,973	\$1,778	\$797		\$797	2.65%
480	MASTR 2004-4 [ONE3]	Prime 2004	\$6,633	\$176	\$105	\$47		\$47	2.65%
481	MASTR 2004-4 [THREE]	Prime 2004	\$27,979	\$741	\$443	\$199		\$199	2.65%

	A	B	C	D	E	F	G	H	I
1	Name	Cohort	Net Total Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	GMACM Claim	Insurer	GMACM Recognized Claim	GMACM Seller %
482	MASTR 2004-4 [TWO]	Prime 2004	\$614,187	\$16,276	\$7,904	\$3,546		\$3,546	2.65%
483	MASTR 2004-5 [1]	Prime 2004	\$816,208	\$26,873	\$13,945	\$6,256		\$6,256	3.29%
484	MASTR 2004-5 [2]	Prime 2004	\$149,905	\$4,936	\$2,951	\$1,324		\$1,324	3.29%
485	MASTR 2004-6 [1]	Prime 2004	\$278,696	\$7,803	\$4,665	\$2,093		\$2,093	2.80%
486	MASTR 2004-6 [2A]	Prime 2004	\$288,103	\$8,067	\$4,312	\$1,935		\$1,935	2.80%
487	MASTR 2004-6 [2B]	Prime 2004	\$205,871	\$5,764	\$3,261	\$1,463		\$1,463	2.80%
488	MASTR 2004-6 [3]	Prime 2004	\$361,969	\$10,135	\$4,916	\$2,206		\$2,206	2.80%
489	MASTR 2004-6 [4]	Prime 2004	\$189,702	\$5,312	\$3,175	\$1,425		\$1,425	2.80%
490	MASTR 2004-6 [5]	Prime 2004	\$276,728	\$7,748	\$4,632	\$2,078		\$2,078	2.80%
491	MASTR 2004-6 [6]	Prime 2004	\$137,108	\$3,839	\$2,295	\$1,030		\$1,030	2.80%
492	MASTR 2004-6 [7]	Prime 2004	\$296,394	\$8,299	\$4,961	\$2,226		\$2,226	2.80%
493	MASTR 2004-9 [1]	Prime 2004	\$63,233	\$3,762	\$2,249	\$1,009		\$1,009	5.95%
494	MASTR 2004-9 [2]	Prime 2004	\$1,373,635	\$81,731	\$39,841	\$17,875		\$17,875	5.95%
495	MASTR 2004-9 [3]	Prime 2004	\$271,308	\$16,143	\$9,651	\$4,330		\$4,330	5.95%
496	MASTR 2004-9 [4]	Prime 2004	\$427,878	\$25,459	\$12,524	\$5,619		\$5,619	5.95%
497	MASTR 2004-9 [5]	Prime 2004	\$44,948	\$2,674	\$1,599	\$717		\$717	5.95%
498	MASTR 2004-9 [6]	Prime 2004	\$94,639	\$5,631	\$3,366	\$1,510		\$1,510	5.95%
499	MASTR 2004-9 [7]	Prime 2004	\$42,169	\$2,509	\$1,500	\$673		\$673	5.95%
500	MASTR 2004-9 [8]	Prime 2004	\$157,892	\$9,395	\$5,616	\$2,520		\$2,520	5.95%
501	MLMI 2003-A2 [FOUR]	Prime 2003	\$435,763	\$22,261	\$5,509	\$2,472		\$2,472	5.11%
502	MLMI 2003-A2 [ONE]	Prime 2003	\$259,220	\$13,242	\$4,839	\$2,171		\$2,171	5.11%
503	MLMI 2003-A2 [THREE]	Prime 2003	\$449,911	\$22,983	\$10,565	\$4,740		\$4,740	5.11%
504	MLMI 2003-A2 [TWO]	Prime 2003	\$93,524	\$4,778	\$2,196	\$985		\$985	5.11%
505	MLMI 2003-A4 [1]	Prime 2003	\$1,799,575	\$215,300	\$55,354	\$24,834		\$24,834	11.96%
506	MLMI 2003-A4 [2]	Prime 2003	\$236,366	\$28,279	\$12,047	\$5,405		\$5,405	11.96%
507	MLMI 2003-A4 [3]	Prime 2003	\$166,825	\$19,959	\$8,684	\$3,896		\$3,896	11.96%
508	MLMI 2003-A4 [4]	Prime 2003	\$59,820	\$7,157	\$3,290	\$1,476		\$1,476	11.96%
509	MLMI 2005-A6 [1]	ALT-A 2005	\$58,935,786	\$2,946,789	\$1,266,308	\$568,126		\$568,126	5.00%
510	MLMI 2005-A6 [2]	ALT-A 2005	\$81,813,332	\$4,090,667	\$1,755,805	\$787,738		\$787,738	5.00%
511	MSSTR 2005-2 [FIVE]	Prime 2005	\$78,709	\$1,078	\$645	\$289		\$289	1.37%
512	MSSTR 2005-2 [FOUR]	Prime 2005	\$248,869	\$3,410	\$1,836	\$824		\$824	1.37%
513	MSSTR 2005-2 [ONE/TWO]	Prime 2005	\$1,151,072	\$15,770	\$7,978	\$3,579		\$3,579	1.37%
514	MSSTR 2005-2 [THREE]	Prime 2005	\$387,723	\$5,312	\$3,161	\$1,418		\$1,418	1.37%
515	RBSGC 2005-A [1]	ALT-A 2005	\$1,937,065	\$174,336	\$71,062	\$15,941		\$15,941	4.50%
516	RBSGC 2005-A [2]	ALT-A 2005	\$12,389,758	\$1,115,078	\$450,332	\$101,020		\$101,020	4.50%
517	RBSGC 2005-A [3]	ALT-A 2005	\$10,077,956	\$907,016	\$385,491	\$86,475		\$86,475	4.50%
518	RBSGC 2005-A [4]	ALT-A 2005	\$4,265,948	\$383,935	\$158,056	\$35,456		\$35,456	4.50%
519	RBSGC 2005-A [5]	ALT-A 2005	\$4,996,566	\$449,691	\$193,859	\$43,487		\$43,487	4.50%
520	RBSGC 2007-B [1]	ALT-A 2007	\$92,699,545	\$104,962	\$35,814	\$16,068		\$16,068	0.11%
521	RBSGC 2007-B [2]	ALT-A 2007	\$3,256,816	\$3,688	\$1,264	\$567		\$567	0.11%
522	RBSGC 2007-B [3]	ALT-A 2007	\$6,702,194	\$7,589	\$2,523	\$1,132		\$1,132	0.11%
523	SACO 2007-1 [1A]	CES 2007	\$21,616,008	\$1,080,800	\$567,433	\$254,578		\$254,578	5.00%
524	SACO 2007-1 [1F]	CES 2007	\$113,758,896	\$5,687,945	\$2,972,443	\$1,333,580		\$1,333,580	5.00%
525	SACO 2007-1 [2A]	CES 2007	\$5,622,055	\$281,103	\$147,951	\$66,378		\$66,378	5.00%
526	SACO 2007-1 [2F]	CES 2007	\$40,116,923	\$2,005,846	\$1,051,016	\$471,536		\$471,536	5.00%
527	SAIL 2006-2 [A]	Subprime 2006	\$315,828,955	\$2,463,466	\$1,369,181	\$614,280		\$614,280	0.78%
528	SAIL 2006-2 [F]	Subprime 2006	\$98,460,981	\$767,996	\$426,756	\$191,463		\$191,463	0.78%
529	SARM 2004-4 [1AX]	ALT-A 2004	\$1,309,089	\$729	\$311	\$140		\$140	0.06%
530	SARM 2004-4 [1PAX]	ALT-A 2004	\$1,584,710	\$882	\$364	\$164		\$164	0.06%
531	SARM 2004-4 [2AX]	ALT-A 2004	\$5,347,991	\$2,977	\$1,221	\$548		\$548	0.06%
532	SARM 2004-4 [2PAX]	ALT-A 2004	\$2,744,710	\$1,528	\$624	\$280		\$280	0.06%
533	SARM 2004-4 [3AX]	ALT-A 2004	\$15,927,535	\$8,865	\$3,633	\$1,630		\$1,630	0.06%
534	SARM 2004-4 [3PAX]	ALT-A 2004	\$6,812,790	\$3,792	\$1,523	\$683		\$683	0.06%
535	SARM 2004-4 [4AX]	ALT-A 2004	\$1,433,403	\$798	\$312	\$140		\$140	0.06%

	A	B	C	D	E	F	G	H	I
1	Name	Cohort	Net Total Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	GMACM Claim	Insurer	GMACM Recognized Claim	GMACM Seller %
536	SARM 2004-4 [4PAX]	ALT-A 2004	\$1,209,370	\$673	\$263	\$118		\$118	0.06%
537	SARM 2004-4 [5AX]	ALT-A 2004	\$861,765	\$480	\$186	\$84		\$84	0.06%
538	SARM 2004-4 [5PAX]	ALT-A 2004	\$829,129	\$461	\$179	\$80		\$80	0.06%
539	SASC 2001-8A [FOUR]	Prime 2001	\$69,946	\$6,295	\$1,929	\$866		\$866	9.00%
540	SASC 2001-8A [ONE]	Prime 2001	\$376,193	\$33,857	\$5,626	\$2,524		\$2,524	9.00%
541	SASC 2001-8A [THREE]	Prime 2001	\$17,693	\$1,592	\$358	\$160		\$160	9.00%
542	SASC 2001-8A [TWO]	Prime 2001	\$34,679	\$3,121	\$468	\$210		\$210	9.00%
543	SASC 2002-12 [1]	Prime 2002	\$7,334	\$660	\$99	\$44	LEHMAN (Financial Guaranty)/FHLMC (Pool Policy) - Insurer Exception	\$44	9.00%
544	SASC 2002-12 [2]	Prime 2002	\$442,505	\$39,825	\$5,974	\$2,680	LEHMAN (Financial Guaranty)/FHLMC (Pool Policy) - Insurer Exception	\$2,680	9.00%
545	SASC 2002-12 [3]	Prime 2002	\$41,941	\$3,775	\$566	\$254	LEHMAN (Financial Guaranty)/FHLMC (Pool Policy) - Insurer Exception	\$254	9.00%
546	SASC 2002-12 [4]	Prime 2002	\$461,814	\$41,563	\$6,235	\$2,797	LEHMAN (Financial Guaranty)/FHLMC (Pool Policy) - Insurer Exception	\$2,797	9.00%
547	SASC 2002-4H [1]	Subprime 2002	\$3,122,336	\$620,096	\$178,872	\$80,251		\$80,251	19.86%
548	SASC 2002-4H [2]	Subprime 2002	\$7,544	\$1,498	\$417	\$187		\$187	19.86%
549	SASC 2005-RF1 [Total]	Subprime 2005	\$18,396,671	\$1,655,700	\$918,144	\$411,923		\$411,923	9.00%
550	SASC 2005-RF2 [Total]	Subprime 2005	\$15,456,095	\$1,391,049	\$770,853	\$345,841		\$345,841	9.00%
551	SASC 2005-RF4 [Total]	Subprime 2005	\$24,615,331	\$2,215,380	\$1,229,652	\$551,680		\$551,680	9.00%
552	SASC 2005-RF6 [Total]	Subprime 2005	\$12,269,204	\$1,104,228	\$612,965	\$275,005		\$275,005	9.00%
553	SASC 2005-S7 [Total]	CES 2005	\$177,035,883	\$15,933,229	\$6,182,751	\$2,773,877	United Guaranty (Pool Policy)	\$2,773,877	9.00%
554	SASC 2006-BC2 [1A]	Subprime 2006	\$153,649,039	\$1,383,285	\$768,919	\$344,974		\$344,974	0.90%
555	SASC 2006-BC2 [1F]	Subprime 2006	\$69,603,333	\$626,631	\$348,409	\$156,313		\$156,313	0.90%
556	SASC 2006-BC2 [2A]	Subprime 2006	\$159,700,421	\$1,437,765	\$799,118	\$358,522		\$358,522	0.90%
557	SASC 2006-BC2 [2F]	Subprime 2006	\$72,420,451	\$651,993	\$362,568	\$162,665		\$162,665	0.90%
558	SASC 2008-RF1 [Total]	Subprime 2008	\$22,474,726	\$1,123,736	\$585,612	\$262,734		\$262,734	5.00%
559	SASCO 2002-9 [2FR]	Prime 2002	\$1,312	\$10	\$3	\$1		\$1	0.80%
560	SASCO 2002-9 [2L]	Prime 2002	\$332	\$3	\$1	\$0		\$0	0.80%
561	SASCO 2002-9 [A1-MI]	Prime 2002	\$824,407	\$6,595	\$1,463	\$656		\$656	0.80%
562	SASCO 2002-9 [A1-NOMI]	Prime 2002	\$811,230	\$6,490	\$1,469	\$659		\$659	0.80%
563	SASCO 2002-9 [B1-MI]	Prime 2002	\$225,011	\$1,800	\$397	\$178		\$178	0.80%
564	SASCO 2002-9 [B1-NOMI]	Prime 2002	\$906,481	\$7,252	\$1,627	\$730		\$730	0.80%
565	SASI 1993-6 [CIT1]	Prime 1999	\$297,737	\$26,796	\$2,010	\$451	GEMICO (Pool Policy)	\$451	4.50%
566	SASI 1993-6 [CWF1]	Prime 1999	\$408,373	\$36,754	\$2,757	\$619	GEMICO (Pool Policy)	\$619	4.50%
567	SASI 1993-6 [GEC1]	Prime 1999	\$134,479	\$12,103	\$908	\$204	GEMICO (Pool Policy)	\$204	4.50%
568	SASI 1993-6 [ITT2]	Prime 1999	\$294,598	\$26,514	\$1,998	\$448		\$448	4.50%
569	SASI 1993-6 [ITT3]	Prime 1999	\$527,944	\$47,515	\$3,576	\$802	GEMICO (Pool Policy)/FSA - Insurer Exception	\$802	4.50%
570	SASI 1993-6 [ITTA]	Prime 1999	\$264,173	\$23,776	\$1,783	\$400		\$400	4.50%
571	SASI 1993-6 [ITTS]	Prime 1999	\$139,669	\$12,570	\$952	\$214		\$214	4.50%
572	SASI 1993-6 [SASC3]	Prime 1999	\$2,041,944	\$183,775	\$13,833	\$3,103	GEMICO (Pool Policy)/FSA - Insurer Exception	\$3,103	4.50%
573	SEMT 2004-10 [1]	Prime 2004	\$4,908,266	\$220,872	\$110,861	\$24,869		\$24,869	4.50%
574	SEMT 2004-10 [2]	Prime 2004	\$3,477,050	\$156,467	\$77,732	\$17,437		\$17,437	4.50%
575	SEMT 2004-11 [1]	Prime 2004	\$4,686,120	\$135,897	\$69,614	\$15,616		\$15,616	2.90%
576	SEMT 2004-11 [2]	Prime 2004	\$917,875	\$26,618	\$13,393	\$3,004		\$3,004	2.90%
577	SEMT 2004-11 [3]	Prime 2004	\$1,316,313	\$38,173	\$20,242	\$4,541		\$4,541	2.90%
578	SEMT 2004-12 [1]	Prime 2004	\$4,758,130	\$295,004	\$148,902	\$33,402		\$33,402	3.10%
579	SEMT 2004-12 [2]	Prime 2004	\$1,959,642	\$121,498	\$60,509	\$13,574		\$13,574	3.10%
580	SEMT 2004-12 [3]	Prime 2004	\$743,687	\$46,109	\$27,565	\$6,183		\$6,183	3.10%
581	SEMT 2004-4 [Total]	Prime 2004	\$6,293,703	\$249,860	\$127,733	\$28,654		\$28,654	1.99%
582	SEMT 2004-5 [1]	Prime 2004	\$3,349,661	\$301,469	\$155,376	\$34,854		\$34,854	4.50%
583	SEMT 2004-5 [2A]	Prime 2004	\$1,114,087	\$100,268	\$54,710	\$12,273		\$12,273	4.50%
584	SEMT 2004-5 [2B]	Prime 2004	\$573,706	\$51,634	\$26,621	\$5,972		\$5,972	4.50%
585	SEMT 2004-6 [1]	Prime 2004	\$4,262,473	\$356,769	\$170,343	\$38,212		\$38,212	4.19%
586	SEMT 2004-6 [2A]	Prime 2004	\$1,092,058	\$91,405	\$51,617	\$11,579		\$11,579	4.19%

	A	B	C	D	E	F	G	H	I
1	Name	Cohort	Net Total Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	GMACM Claim	Insurer	GMACM Recognized Claim	GMACM Seller %
587	SEMT 2004-6 [2B]	Prime 2004	\$371,776	\$31,118	\$17,267	\$3,873		\$3,873	4.19%
588	SEMT 2004-6 [3]	Prime 2004	\$891,482	\$74,617	\$41,038	\$9,206		\$9,206	4.19%
589	SEMT 2004-7 [1]	Prime 2004	\$3,202,518	\$282,142	\$148,566	\$33,327		\$33,327	4.41%
590	SEMT 2004-7 [2]	Prime 2004	\$2,569,941	\$226,412	\$119,449	\$26,795		\$26,795	4.41%
591	SEMT 2004-7 [3]	Prime 2004	\$1,434,948	\$126,419	\$69,746	\$15,646		\$15,646	4.41%
592	SEMT 2004-8 [1A]	Prime 2004	\$2,322,790	\$180,469	\$94,533	\$21,206		\$21,206	3.88%
593	SEMT 2004-8 [1B]	Prime 2004	\$1,600,920	\$124,383	\$62,508	\$14,022		\$14,022	3.88%
594	SEMT 2004-8 [2]	Prime 2004	\$3,739,595	\$290,548	\$148,836	\$33,388		\$33,388	3.88%
595	SEMT 2004-9 [1]	Prime 2004	\$5,430,098	\$488,709	\$258,996	\$58,099		\$58,099	4.50%
596	SEMT 2004-9 [2]	Prime 2004	\$3,231,985	\$290,879	\$146,504	\$32,864		\$32,864	4.50%
597	SEMT 2005-1 [1]	Prime 2005	\$3,965,273	\$356,875	\$193,681	\$43,447		\$43,447	4.50%
598	SEMT 2005-1 [2]	Prime 2005	\$1,899,189	\$170,927	\$82,809	\$18,576		\$18,576	4.50%
599	SEMT 2005-3 [Total]	ALT-A 2005	\$11,878,947	\$534,553	\$214,656	\$48,152		\$48,152	4.50%
600	SEMT 2005-4 [1]	Prime 2005	\$2,017,483	\$47,414	\$28,342	\$12,716		\$12,716	2.35%
601	SEMT 2005-4 [2]	Prime 2005	\$3,406,487	\$80,058	\$45,872	\$20,580		\$20,580	2.35%
602	SEMT 2007-1 [1]	Prime 2007	\$4,256,044	\$140,875	\$50,429	\$11,312		\$11,312	1.66%
603	SEMT 2007-1 [2]	Prime 2007	\$46,470,169	\$1,538,163	\$553,937	\$124,261		\$124,261	1.66%
604	SEMT 2007-1 [3]	Prime 2007	\$5,579,093	\$184,668	\$66,270	\$14,866		\$14,866	1.66%
605	SEMT 2007-1 [4]	Prime 2007	\$8,807,137	\$291,516	\$104,039	\$23,338		\$23,338	1.66%
606	SEMT 2007-1 [5]	Prime 2007	\$11,572,514	\$383,050	\$137,112	\$30,757		\$30,757	1.66%
607	SEMT 2007-2 [1]	Prime 2007	\$33,910,589	\$1,693,851	\$596,292	\$133,763		\$133,763	2.50%
608	SEMT 2007-2 [2A]	Prime 2007	\$28,986,949	\$1,447,913	\$523,111	\$117,346		\$117,346	2.50%
609	SEMT 2007-2 [2B]	Prime 2007	\$14,374,170	\$717,997	\$257,667	\$57,801		\$57,801	2.50%
610	SEMT 2007-3 [1]	Prime 2007	\$23,052,570	\$1,152,628	\$407,876	\$91,496		\$91,496	2.50%
611	SEMT 2007-3 [2A]	Prime 2007	\$20,762,575	\$1,038,129	\$374,833	\$84,084		\$84,084	2.50%
612	SEMT 2007-3 [2B]	Prime 2007	\$11,161,856	\$558,093	\$202,054	\$45,325		\$45,325	2.50%
613	SEMT 2007-3 [2C]	Prime 2007	\$6,570,995	\$328,550	\$118,012	\$26,473		\$26,473	2.50%
614	SEMT 2007-4 [1]	Prime 2007	\$3,515,624	\$175,781	\$62,106	\$13,932		\$13,932	2.50%
615	SEMT 2007-4 [2]	Prime 2007	\$502,778	\$25,139	\$9,011	\$2,021		\$2,021	2.50%
616	SEMT 2007-4 [3]	Prime 2007	\$9,255,769	\$462,788	\$167,178	\$37,502		\$37,502	2.50%
617	SEMT 2007-4 [4]	Prime 2007	\$3,066,130	\$153,307	\$54,779	\$12,288		\$12,288	2.50%
618	SEMT 2007-4 [5]	Prime 2007	\$1,996,714	\$99,836	\$35,520	\$7,968		\$7,968	2.50%
619	STAC 2007-1 [Total]	CES 2007	\$90,453,636	\$4,522,682	\$2,390,288	\$536,199	XL	\$0	2.50%
620	TMTS 2005-11 [1A]	Second Lien 2005	\$152,143,074	\$13,692,877	\$7,446,816	\$1,670,498		\$1,670,498	4.50%
621	TMTS 2005-11 [1B]	Second Lien 2005	\$16,793,870	\$1,511,448	\$821,610	\$184,307		\$184,307	4.50%
622	TMTS 2005-11 [2A]	Second Lien 2005	\$64,478,026	\$5,803,022	\$3,174,218	\$712,053		\$712,053	4.50%
623	TMTS 2005-11 [2B]	Second Lien 2005	\$16,004,638	\$1,440,417	\$788,492	\$176,878		\$176,878	4.50%
624	TMTS 2005-13SL [2]	Second Lien 2005	\$11,452,424	\$1,030,718	\$534,001	\$119,789	FGIC	\$119,789	4.50%
625			\$12,257,417,470	\$933,012,078	\$371,330,508	\$138,454,874		\$132,176,369	

Schedule 3R

	A	B	C	D	E	F	G	H	I
			Debtor's Attributable						
1	Name	Cohort	Net Total Collateral Losses	Portion of Net Collateral Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
2	ARMT 2004-5 [1]	ALT-A 2004	\$2,865,881	\$257,929	\$114,320	\$25,645		\$25,645	4.50%
3	ARMT 2004-5 [2]	ALT-A 2004	\$8,036,747	\$723,307	\$296,478	\$66,507		\$66,507	4.50%
4	ARMT 2004-5 [3]	ALT-A 2004	\$5,787,717	\$520,895	\$212,714	\$47,717		\$47,717	4.50%
5	ARMT 2004-5 [4]	ALT-A 2004	\$5,572,235	\$501,501	\$198,729	\$44,580		\$44,580	4.50%
6	ARMT 2004-5 [5]	ALT-A 2004	\$6,707,818	\$603,704	\$269,447	\$60,443		\$60,443	4.50%
7	ARMT 2004-5 [6]	ALT-A 2004	\$9,091,981	\$818,278	\$353,801	\$79,366		\$79,366	4.50%
8	ARMT 2004-5 [7A]	ALT-A 2004	\$6,451,231	\$580,611	\$259,879	\$58,297		\$58,297	4.50%
9	ARMT 2004-5 [7B]	ALT-A 2004	\$11,295,496	\$1,016,595	\$453,430	\$101,715		\$101,715	4.50%
10	ARMT 2005-1 [1]	ALT-A 2005	\$6,080,686	\$547,262	\$234,375	\$52,576		\$52,576	4.50%
11	ARMT 2005-1 [2]	ALT-A 2005	\$13,072,540	\$1,176,529	\$472,714	\$106,041		\$106,041	4.50%
12	ARMT 2005-1 [3]	ALT-A 2005	\$7,465,549	\$671,899	\$293,755	\$65,896		\$65,896	4.50%
13	ARMT 2005-1 [4]	ALT-A 2005	\$13,142,774	\$1,182,850	\$499,137	\$111,968		\$111,968	4.50%
14	ARMT 2005-1 [51]	ALT-A 2005	\$9,853,270	\$886,794	\$395,392	\$88,696		\$88,696	4.50%
15	ARMT 2005-1 [52]	ALT-A 2005	\$21,770,428	\$1,959,338	\$863,938	\$193,802		\$193,802	4.50%
16	ARMT 2005-10 [1]	ALT-A 2005	\$10,702,109	\$963,190	\$405,959	\$91,066		\$91,066	4.50%
17	ARMT 2005-10 [2]	ALT-A 2005	\$30,610,085	\$2,754,908	\$1,156,765	\$259,490		\$259,490	4.50%
18	ARMT 2005-10 [3]	ALT-A 2005	\$29,763,712	\$2,678,734	\$1,097,098	\$246,105		\$246,105	4.50%
19	ARMT 2005-10 [4]	ALT-A 2005	\$18,143,593	\$1,632,923	\$699,953	\$157,016		\$157,016	4.50%
20	ARMT 2005-10 [5]	ALT-A 2005	\$66,504,968	\$5,985,447	\$2,652,842	\$595,096		\$595,096	4.50%
21	ARMT 2005-10 [6]	ALT-A 2005	\$6,870,091	\$618,308	\$262,190	\$58,816		\$58,816	4.50%
22	ARMT 2005-11 [1]	ALT-A 2005	\$6,741,236	\$606,711	\$264,034	\$59,229		\$59,229	4.50%
23	ARMT 2005-11 [2]	ALT-A 2005	\$34,391,270	\$3,095,214	\$1,321,417	\$296,425		\$296,425	4.50%
24	ARMT 2005-11 [3]	ALT-A 2005	\$15,741,682	\$1,416,751	\$589,438	\$132,225		\$132,225	4.50%
25	ARMT 2005-11 [4]	ALT-A 2005	\$83,082,789	\$7,477,451	\$3,231,419	\$724,884		\$724,884	4.50%
26	ARMT 2005-11 [5]	ALT-A 2005	\$70,901,103	\$6,381,099	\$2,815,446	\$631,572		\$631,572	4.50%
27	BAFC 2005-3 [1]	Prime 2005	\$3,157,294	\$135,809	\$74,842	\$33,578		\$33,578	4.30%
28	BAFC 2005-3 [2A]	Prime 2005	\$114,250	\$4,914	\$2,938	\$1,318		\$1,318	4.30%
29	BAFC 2005-3 [2B]	Prime 2005	\$95,437	\$4,105	\$2,454	\$1,101		\$1,101	4.30%
30	BAFC 2005-3 [2C]	Prime 2005	\$291,282	\$12,529	\$7,490	\$3,361		\$3,361	4.30%
31	BAFC 2005-4 [1]	Prime 2005	\$1,389,038	\$87,509	\$49,537	\$22,225	Assured Guaranty	\$22,225	6.30%
32	BAFC 2005-4 [2]	Prime 2005	\$2,791,134	\$175,841	\$96,611	\$43,344	Assured Guaranty - Insurer Exception	\$43,344	6.30%
33	BAFC 2005-5 [1]	Prime 2005	\$3,434,972	\$557,152	\$296,778	\$133,149		\$133,149	16.22%
34	BAFC 2005-5 [2]	Prime 2005	\$4,582,970	\$743,358	\$383,141	\$171,895		\$171,895	16.22%
35	BAFC 2005-5 [3]	Prime 2005	\$1,950,683	\$316,401	\$165,859	\$74,412		\$74,412	16.22%
36	BAFC 2005-6 [1]	Prime 2005	\$6,275,483	\$918,103	\$469,068	\$91,486		\$91,486	6.36%
37	BAFC 2005-6 [2]	Prime 2005	\$7,725,474	\$1,130,237	\$563,719	\$109,946		\$109,946	6.36%
38	BAFC 2005-7 [1]	Prime 2005	\$5,630,681	\$146,398	\$74,090	\$33,240		\$33,240	2.60%
39	BAFC 2005-7 [2]	Prime 2005	\$5,739,643	\$149,231	\$74,033	\$33,215		\$33,215	2.60%
40	BAFC 2005-7 [3]	Prime 2005	\$5,582,041	\$145,133	\$76,803	\$34,457		\$34,457	2.60%
41	BAFC 2005-7 [4]	Prime 2005	\$3,861,489	\$100,399	\$52,907	\$23,736		\$23,736	2.60%
42	BAFC 2005-8 [1]	Prime 2005	\$2,842,891	\$519,680	\$257,911	\$58,235		\$58,235	9.20%
43	BAFC 2005-8 [2]	Prime 2005	\$7,195,865	\$1,315,404	\$691,122	\$156,053		\$156,053	9.20%
44	BAFC 2005-8 [3]	Prime 2005	\$1,328,402	\$242,832	\$122,362	\$27,629		\$27,629	9.20%
45	BAFC 2005-8 [4]	Prime 2005	\$6,760,354	\$1,235,793	\$618,177	\$139,582		\$139,582	9.20%
46	BAFC 2006-1 [1]	ALT-A 2006	\$20,430,173	\$1,618,070	\$542,291	\$117,962		\$117,962	3.84%
47	BAFC 2006-1 [2]	ALT-A 2006	\$11,370,616	\$900,553	\$302,457	\$65,792		\$65,792	3.84%
48	BAFC 2006-1 [3]	ALT-A 2006	\$11,009,803	\$871,976	\$293,888	\$63,928		\$63,928	3.84%
49	BAFC 2006-5 [1]	Prime 2006	\$12,988,677	\$649,434	\$234,012	\$52,495		\$52,495	2.50%
50	BAFC 2006-5 [2]	Prime 2006	\$3,096,225	\$154,811	\$55,701	\$12,495		\$12,495	2.50%
51	BAFC 2006-5 [3]	Prime 2006	\$4,985,845	\$249,292	\$89,921	\$20,171		\$20,171	2.50%
52	BAFC 2006-5 [4]	Prime 2006	\$12,969,503	\$648,475	\$232,499	\$52,155		\$52,155	2.50%
53	BALTA 2005-4 [I]	ALT-A 2005	\$40,360,845	\$257,319	\$111,676	\$2,293		\$2,293	0.03%
54	BALTA 2005-4 [II1]	ALT-A 2005	\$21,587,644	\$137,631	\$59,437	\$1,220		\$1,220	0.03%
55	BALTA 2005-4 [II2]	ALT-A 2005	\$15,573,544	\$99,289	\$42,498	\$873		\$873	0.03%
56	BALTA 2005-4 [II3]	ALT-A 2005	\$124,064,736	\$790,971	\$333,975	\$6,857		\$6,857	0.03%
57	BALTA 2005-4 [II4]	ALT-A 2005	\$8,986,500	\$57,293	\$23,409	\$481		\$481	0.03%
58	BALTA 2005-4 [II5]	ALT-A 2005	\$8,181,787	\$52,163	\$20,991	\$431		\$431	0.03%

	A	B	C	D	E	F	G	H	I
1	Name	Cohort	Net Total Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
59	BSSLT 2007-SV1A [Total]	CES 2007	\$525,306,659	\$26,265,333	\$13,848,235	\$3,106,489	XL - Insurer Exception	\$3,106,489	2.50%
60	CARR 2006-RFC1 [A_2YR]	Subprime 2006	\$174,666,031	\$174,666,031	\$97,100,470	\$43,563,903		\$43,563,903	100.00%
61	CARR 2006-RFC1 [A_3YR]	Subprime 2006	\$27,826,914	\$27,826,914	\$15,476,142	\$6,943,336		\$6,943,336	100.00%
62	CARR 2006-RFC1 [F]	Subprime 2006	\$34,351,720	\$34,351,720	\$19,112,196	\$8,574,643		\$8,574,643	100.00%
63	CARR 2007-RFC1 [1A_1]	Subprime 2007	\$219,949,374	\$219,949,374	\$122,310,482	\$54,874,316		\$54,874,316	100.00%
64	CARR 2007-RFC1 [1A_2]	Subprime 2007	\$51,104,674	\$51,104,674	\$28,431,258	\$12,755,619		\$12,755,619	100.00%
65	CARR 2007-RFC1 [2F]	Subprime 2007	\$70,320,717	\$70,320,717	\$39,129,645	\$17,555,425		\$17,555,425	100.00%
66	FNR 2002-66 [FIVE]	Subprime 2002	\$3,342,601	\$300,834	\$80,464	\$18,050	FNMA/FNMA (Agency Wrap)	\$0	4.50%
67	FNR 2002-66 [FOUR]	Subprime 2002	\$5,410,998	\$486,990	\$132,019	\$29,615	FNMA/FNMA (Agency Wrap)	\$0	4.50%
68	FNR 2002-66 [ONE]	Subprime 2002	\$6,746,831	\$607,215	\$130,877	\$29,359	FNMA/FNMA (Agency Wrap)	\$0	4.50%
69	GSR 2007-HEL1 [Total]	Second Lien 2007	\$4,473,052	\$223,653	\$109,816	\$24,634	MBIA	\$0	2.50%
70	HALO 2007-AR2 [I]	ALT-A 2007	\$3,666,399	\$12,194	\$4,151	\$1,863		\$1,863	0.33%
71	HALO 2007-AR2 [II]	ALT-A 2007	\$57,031,784	\$189,684	\$65,148	\$29,229		\$29,229	0.33%
72	HALO 2007-AR2 [III]	ALT-A 2007	\$17,955,461	\$59,719	\$20,226	\$9,074		\$9,074	0.33%
73	HALO 2007-AR2 [IV]	ALT-A 2007	\$12,421,672	\$41,314	\$13,997	\$6,280		\$6,280	0.33%
74	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%
75	HVMLT 2007-2 [2]	Pay Option ARM 2007	\$338,985,056	\$34,847,664	\$12,759,945	\$5,724,720	AMBAC	\$5,724,720	10.28%
76	LMT 2005-1 [1AX]	Prime 2005	\$4,772,299	\$130,284	\$63,535	\$14,253		\$14,253	1.37%
77	LMT 2005-1 [1DISC]	Prime 2005	\$3,502,828	\$95,627	\$47,276	\$10,605		\$10,605	1.37%
78	LMT 2005-1 [1PAX]	Prime 2005	\$3,469,896	\$94,728	\$46,274	\$10,380		\$10,380	1.37%
79	LMT 2005-1 [2AX]	Prime 2005	\$5,284,776	\$144,274	\$68,968	\$15,471		\$15,471	1.37%
80	LMT 2005-1 [2DISC]	Prime 2005	\$3,444,404	\$94,032	\$45,949	\$10,307		\$10,307	1.37%
81	LMT 2005-1 [2PAX]	Prime 2005	\$3,176,154	\$86,709	\$42,582	\$9,552		\$9,552	1.37%
82	LMT 2005-1 [3]	Prime 2005	\$6,880,626	\$187,841	\$85,707	\$19,226		\$19,226	1.37%
83	LMT 2005-1 [4AX]	Prime 2005	\$2,274,273	\$62,088	\$29,700	\$6,662		\$6,662	1.37%
84	LMT 2005-1 [4PAX]	Prime 2005	\$1,033,567	\$28,216	\$14,089	\$3,161		\$3,161	1.37%
85	LMT 2005-1 [5AX]	Prime 2005	\$6,182,660	\$168,787	\$74,955	\$16,814		\$16,814	1.37%
86	LMT 2005-1 [5DISC]	Prime 2005	\$2,895,511	\$79,047	\$34,963	\$7,843		\$7,843	1.37%
87	LMT 2005-1 [6AX]	Prime 2005	\$184,303	\$5,031	\$2,685	\$602		\$602	1.37%
88	LMT 2005-1 [6DISC]	Prime 2005	\$1,399,081	\$38,195	\$20,469	\$4,592		\$4,592	1.37%
89	LMT 2005-1 [6PAX]	Prime 2005	\$126,814	\$3,462	\$1,852	\$415		\$415	1.37%
90	LMT 2006-7 [1]	ALT-A 2006	\$43,260,724	\$2,119,775	\$728,947	\$163,520		\$163,520	2.45%
91	LMT 2006-7 [2]	ALT-A 2006	\$88,701,867	\$4,346,391	\$1,493,451	\$335,017		\$335,017	2.45%
92	LMT 2006-7 [3]	ALT-A 2006	\$36,380,967	\$1,782,667	\$611,745	\$137,229		\$137,229	2.45%
93	LMT 2006-7 [4]	ALT-A 2006	\$6,521,560	\$319,556	\$109,337	\$24,527		\$24,527	2.45%
94	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%
95	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%
96	LUM 2006-3 [II_1]	ALT-A 2006	\$12,113,155	\$3,434,638	\$1,187,769	\$532,890		\$532,890	28.35%
97	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%
98	LUM 2006-3 [II_3]	ALT-A 2006	\$18,810,110	\$5,333,533	\$1,848,016	\$829,108		\$829,108	28.35%
99	LUM 2006-5 [Total]	Pay Option ARM 2006	\$151,787,226	\$78,716,856	\$28,697,131	\$12,874,902		\$12,874,902	51.86%
100	LUM 2006-6 [Total]	Pay Option ARM 2006	\$204,139,613	\$158,534,823	\$57,935,169	\$12,484,155		\$12,484,155	37.30%
101	LUM 2007-2 [1]	ALT-A 2007	\$139,923,492	\$2,777,722	\$950,751	\$213,276		\$213,276	0.99%
102	LUM 2007-2 [2]	ALT-A 2007	\$46,579,284	\$924,679	\$321,573	\$72,137		\$72,137	0.99%

	A	B	C	D	E	F	G	H	I
1	Name	Cohort	Net Total Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
103	LXS 2006-12N [1_A1]	ALT-A 2006	\$12,759,272	\$2,139,730	\$746,096	\$334,734		\$334,734	16.77%
104	LXS 2006-12N [1_A2]	ALT-A 2006	\$121,274,042	\$20,337,657	\$7,042,610	\$3,159,651		\$3,159,651	16.77%
105	LXS 2006-12N [1_A3]	ALT-A 2006	\$9,980,485	\$1,673,727	\$577,174	\$258,948		\$258,948	16.77%
106	LXS 2006-12N [1_A4]	ALT-A 2006	\$168,869,254	\$28,319,374	\$9,797,652	\$4,395,694		\$4,395,694	16.77%
107	LXS 2006-12N [1_F]	ALT-A 2006	\$73,996,865	\$12,409,274	\$4,285,596	\$1,922,723		\$1,922,723	16.77%
108	LXS 2006-12N [2_A1]	ALT-A 2006	\$8,758,782	\$1,468,848	\$511,009	\$229,263		\$229,263	16.77%
109	LXS 2006-12N [2_A2]	ALT-A 2006	\$13,334,144	\$2,236,136	\$777,239	\$348,707		\$348,707	16.77%
110	LXS 2006-12N [2_A3]	ALT-A 2006	\$4,268,275	\$715,790	\$247,722	\$111,140		\$111,140	16.77%
111	LXS 2006-12N [2_A4]	ALT-A 2006	\$118,921,047	\$19,943,060	\$6,918,200	\$3,103,834		\$3,103,834	16.77%
112	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%
113	LXS 2007-12N [2]	Pay Option ARM 2007	\$162,901,077	\$4,449,271	\$1,617,277	\$725,587		\$725,587	2.73%
114	LXS 2007-12N [3]	Pay Option ARM 2007	\$81,972,681	\$2,238,896	\$826,252	\$370,696		\$370,696	2.73%
115	LXS 2007-15N [FOUR_OPP]	Pay Option ARM 2007	\$48,148,709	\$7,461,372	\$2,759,790	\$1,238,174	Ambac	\$1,238,174	15.50%
116	LXS 2007-15N [FOUR_1YPP]	Pay Option ARM 2007	\$89,905,345	\$13,932,196	\$5,207,304	\$2,336,245	Ambac	\$2,336,245	15.50%
117	LXS 2007-15N [FOUR_2YPP]	Pay Option ARM 2007	\$10,493,561	\$1,626,136	\$601,141	\$269,701	Ambac	\$269,701	15.50%
118	LXS 2007-15N [FOUR_3YPP]	Pay Option ARM 2007	\$177,108,227	\$27,445,605	\$10,285,073	\$4,614,374	Ambac	\$4,614,374	15.50%
119	LXS 2007-15N [ONE]	Pay Option ARM 2007	\$98,993,775	\$15,340,587	\$5,723,555	\$2,567,860		\$2,567,860	15.50%
120	LXS 2007-15N [ONE_C]	Pay Option ARM 2007	\$121,337,676	\$18,803,113	\$6,872,049	\$3,083,129		\$3,083,129	15.50%
121	LXS 2007-15N [THREE_OPP]	Pay Option ARM 2007	\$19,659,149	\$3,046,483	\$1,082,992	\$485,882	Ambac	\$485,882	15.50%
122	LXS 2007-15N [THREE_1YPP]	Pay Option ARM 2007	\$35,652,109	\$5,524,835	\$1,958,517	\$878,684	Ambac	\$878,684	15.50%
123	LXS 2007-15N [THREE_2YPP]	Pay Option ARM 2007	\$5,993,859	\$928,839	\$330,967	\$148,487	Ambac	\$148,487	15.50%
124	LXS 2007-15N [THREE_3YPP]	Pay Option ARM 2007	\$100,719,466	\$15,608,008	\$5,550,007	\$2,489,998	Ambac	\$2,489,998	15.50%
125	LXS 2007-15N [TWO]	Pay Option ARM 2007	\$245,466,610	\$38,038,773	\$14,228,602	\$6,383,629		\$6,383,629	15.50%
126	LXS 2007-2N [1_A1]	Pay Option ARM 2007	\$1,082,320	\$383,899	\$133,144	\$59,735		\$59,735	35.47%
127	LXS 2007-2N [1_A2]	Pay Option ARM 2007	\$3,248,822	\$1,152,357	\$405,611	\$181,976		\$181,976	35.47%
128	LXS 2007-2N [1_A3]	Pay Option ARM 2007	\$330,561	\$117,250	\$41,573	\$18,652		\$18,652	35.47%
129	LXS 2007-2N [1_A4]	Pay Option ARM 2007	\$112,405,674	\$39,870,292	\$14,395,305	\$6,458,420		\$6,458,420	35.47%
130	LXS 2007-2N [2_A4]	Pay Option ARM 2007	\$158,295,039	\$56,147,250	\$20,154,799	\$9,042,404		\$9,042,404	35.47%
131	LXS 2007-2N [3_A1]	Pay Option ARM 2007	\$21,546,791	\$7,642,647	\$2,705,692	\$1,213,903		\$1,213,903	35.47%
132	LXS 2007-2N [3_A2]	Pay Option ARM 2007	\$51,753,618	\$18,357,008	\$6,578,430	\$2,951,398		\$2,951,398	35.47%
133	LXS 2007-2N [3_A3]	Pay Option ARM 2007	\$7,631,789	\$2,706,996	\$975,613	\$437,706		\$437,706	35.47%
134	LXS 2007-2N [3_A4]	Pay Option ARM 2007	\$154,186,537	\$54,689,965	\$19,598,987	\$8,793,040		\$8,793,040	35.47%
135	LXS 2007-4N [1A1]	Pay Option ARM 2007	\$47,412,628	\$6,936,467	\$2,467,981	\$1,107,254		\$1,107,254	14.63%
136	LXS 2007-4N [1A2]	Pay Option ARM 2007	\$156,586,498	\$22,908,605	\$8,298,792	\$3,723,234		\$3,723,234	14.63%
137	LXS 2007-4N [1A3]	Pay Option ARM 2007	\$18,568,569	\$2,716,582	\$982,800	\$440,931		\$440,931	14.63%
138	LXS 2007-4N [2A2]	Pay Option ARM 2007	\$99,970,709	\$14,625,715	\$5,230,289	\$2,346,557		\$2,346,557	14.63%

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1	Name	Cohort	Net Total Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
139	LXS 2007-4N [2A3]	Pay Option ARM 2007	\$21,243,932	\$3,107,987	\$1,123,884	\$504,228		\$504,228	14.63%
140	LXS 2007-4N [2A4]	Pay Option ARM 2007	\$235,948,818	\$34,519,312	\$12,406,217	\$5,566,021		\$5,566,021	14.63%
141	LXS 2007-4N [3A4]	Pay Option ARM 2007	\$226,154,568	\$33,086,413	\$11,954,194	\$5,363,222		\$5,363,222	14.63%
142	MALT 2004-12 [1]	ALT-A 2004	\$101,129	\$5,056	\$1,963	\$440		\$440	2.50%
143	MALT 2004-12 [2]	ALT-A 2004	\$2,388,183	\$119,409	\$51,116	\$11,466		\$11,466	2.50%
144	MALT 2004-12 [3]	ALT-A 2004	\$5,180,106	\$259,005	\$108,376	\$24,311		\$24,311	2.50%
145	MALT 2004-12 [4]	ALT-A 2004	\$1,159,534	\$57,977	\$22,763	\$5,106		\$5,106	2.50%
146	MALT 2004-12 [5]	ALT-A 2004	\$3,861,040	\$193,052	\$80,355	\$18,026		\$18,026	2.50%
147	MALT 2004-12 [6]	ALT-A 2004	\$1,942,089	\$97,104	\$38,802	\$8,704		\$8,704	2.50%
148	MALT 2004-4 [1]	ALT-A 2004	\$1,308,973	\$65,449	\$26,476	\$5,939		\$5,939	2.50%
149	MALT 2004-4 [10]	ALT-A 2004	\$288,810	\$14,441	\$5,760	\$1,292		\$1,292	2.50%
150	MALT 2004-4 [11]	ALT-A 2004	\$766,889	\$38,344	\$16,274	\$3,651		\$3,651	2.50%
151	MALT 2004-4 [2]	ALT-A 2004	\$476,273	\$23,814	\$9,952	\$2,232		\$2,232	2.50%
152	MALT 2004-4 [3]	ALT-A 2004	\$367,149	\$18,357	\$7,126	\$1,598		\$1,598	2.50%
153	MALT 2004-4 [4]	ALT-A 2004	\$501,905	\$25,095	\$10,195	\$2,287		\$2,287	2.50%
154	MALT 2004-4 [5]	ALT-A 2004	\$655,641	\$32,782	\$13,479	\$3,024		\$3,024	2.50%
155	MALT 2004-4 [6]	ALT-A 2004	\$1,280,753	\$64,038	\$25,256	\$5,666		\$5,666	2.50%
156	MALT 2004-4 [7]	ALT-A 2004	\$1,775,705	\$88,785	\$37,714	\$8,460		\$8,460	2.50%
157	MALT 2004-4 [8]	ALT-A 2004	\$1,296,430	\$64,821	\$28,641	\$6,425		\$6,425	2.50%
158	MALT 2004-4 [9]	ALT-A 2004	\$970,557	\$48,528	\$19,244	\$4,317		\$4,317	2.50%
159	MALT 2004-6 [1]	ALT-A 2004	\$711,599	\$64,044	\$25,004	\$5,609		\$5,609	4.50%
160	MALT 2004-6 [10]	ALT-A 2004	\$2,620,503	\$235,845	\$98,390	\$22,071		\$22,071	4.50%
161	MALT 2004-6 [2]	ALT-A 2004	\$74,699	\$6,723	\$2,610	\$585		\$585	4.50%
162	MALT 2004-6 [3]	ALT-A 2004	\$763,516	\$68,716	\$26,864	\$6,026		\$6,026	4.50%
163	MALT 2004-6 [4]	ALT-A 2004	\$1,102,081	\$99,187	\$40,123	\$9,001		\$9,001	4.50%
164	MALT 2004-6 [5]	ALT-A 2004	\$605,915	\$54,532	\$22,171	\$4,973		\$4,973	4.50%
165	MALT 2004-6 [6]	ALT-A 2004	\$2,078,379	\$187,054	\$81,031	\$18,177		\$18,177	4.50%
166	MALT 2004-6 [7]	ALT-A 2004	\$4,838,506	\$435,466	\$178,441	\$40,029		\$40,029	4.50%
167	MALT 2004-6 [8]	ALT-A 2004	\$2,146,287	\$193,166	\$77,904	\$17,476		\$17,476	4.50%
168	MALT 2004-6 [9]	ALT-A 2004	\$1,188,107	\$106,930	\$44,008	\$9,872		\$9,872	4.50%
169	MALT 2004-7 [1]	ALT-A 2004	\$4,963,932	\$446,754	\$183,960	\$41,267		\$41,267	4.50%
170	MALT 2004-7 [10]	ALT-A 2004	\$422,391	\$38,015	\$15,427	\$3,461		\$3,461	4.50%
171	MALT 2004-7 [2]	ALT-A 2004	\$768,568	\$69,171	\$27,900	\$6,259		\$6,259	4.50%
172	MALT 2004-7 [3]	ALT-A 2004	\$1,382,732	\$124,446	\$53,126	\$11,918		\$11,918	4.50%
173	MALT 2004-7 [4]	ALT-A 2004	\$596,620	\$53,696	\$21,214	\$4,759		\$4,759	4.50%
174	MALT 2004-7 [5]	ALT-A 2004	\$118,139	\$10,633	\$4,128	\$926		\$926	4.50%
175	MALT 2004-7 [6]	ALT-A 2004	\$342,018	\$30,782	\$12,420	\$2,786		\$2,786	4.50%
176	MALT 2004-7 [7]	ALT-A 2004	\$907,688	\$81,692	\$32,914	\$7,383		\$7,383	4.50%
177	MALT 2004-7 [8]	ALT-A 2004	\$394,654	\$35,519	\$14,262	\$3,199		\$3,199	4.50%
178	MALT 2004-7 [9]	ALT-A 2004	\$3,712,985	\$334,169	\$139,584	\$31,312		\$31,312	4.50%
179	MALT 2004-8 [1]	ALT-A 2004	\$4,255,942	\$383,035	\$164,971	\$37,007		\$37,007	4.50%
180	MALT 2004-8 [2]	ALT-A 2004	\$3,075,089	\$276,758	\$115,271	\$25,858		\$25,858	4.50%
181	MALT 2004-8 [3]	ALT-A 2004	\$1,047,024	\$94,232	\$37,705	\$8,458		\$8,458	4.50%
182	MALT 2004-8 [4]	ALT-A 2004	\$781,886	\$70,370	\$28,982	\$6,501		\$6,501	4.50%
183	MALT 2004-8 [5]	ALT-A 2004	\$981,912	\$88,372	\$36,364	\$8,157		\$8,157	4.50%
184	MALT 2004-8 [6]	ALT-A 2004	\$701,074	\$63,097	\$25,297	\$5,675		\$5,675	4.50%
185	MALT 2004-8 [7]	ALT-A 2004	\$483,952	\$43,556	\$17,327	\$3,887		\$3,887	4.50%
186	MALT 2004-8 [8]	ALT-A 2004	\$900,527	\$81,047	\$35,418	\$7,945		\$7,945	4.50%
187	MALT 2005-3 [1]	ALT-A 2005	\$5,722,411	\$286,121	\$114,043	\$25,583		\$25,583	2.50%
188	MALT 2005-3 [2]	ALT-A 2005	\$1,648,426	\$82,421	\$33,853	\$7,594		\$7,594	2.50%
189	MALT 2005-3 [3]	ALT-A 2005	\$2,816,526	\$140,826	\$60,018	\$13,463		\$13,463	2.50%
190	MALT 2005-3 [4]	ALT-A 2005	\$1,649,965	\$82,498	\$32,249	\$7,234		\$7,234	2.50%
191	MALT 2005-3 [5]	ALT-A 2005	\$1,300,464	\$65,023	\$26,070	\$5,848		\$5,848	2.50%
192	MALT 2005-3 [6]	ALT-A 2005	\$10,665,943	\$533,297	\$216,590	\$48,586		\$48,586	2.50%
193	MALT 2005-3 [7]	ALT-A 2005	\$2,040,439	\$102,022	\$43,433	\$9,743		\$9,743	2.50%
194	MALT 2005-4 [1]	ALT-A 2005	\$5,008,845	\$450,796	\$193,887	\$43,493		\$43,493	4.50%
195	MALT 2005-4 [2]	ALT-A 2005	\$4,675,166	\$420,765	\$179,990	\$40,376		\$40,376	4.50%

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1	Name	Cohort	Net Total Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
196	MALT 2005-4 [3]	ALT-A 2005	\$4,463,070	\$401,676	\$166,775	\$37,412		\$37,412	4.50%
197	MALT 2005-4 [4]	ALT-A 2005	\$1,426,584	\$128,393	\$51,075	\$11,457		\$11,457	4.50%
198	MALT 2005-4 [5]	ALT-A 2005	\$5,163,310	\$464,698	\$197,676	\$44,343		\$44,343	4.50%
199	MALT 2005-5 [1]	ALT-A 2005	\$401,371	\$20,069	\$7,790	\$1,747		\$1,747	2.50%
200	MALT 2005-5 [2]	ALT-A 2005	\$3,151,283	\$157,564	\$62,943	\$14,120		\$14,120	2.50%
201	MALT 2005-5 [3]	ALT-A 2005	\$20,915,721	\$1,045,786	\$437,240	\$98,083		\$98,083	2.50%
202	MALT 2005-5 [4]	ALT-A 2005	\$2,466,671	\$123,334	\$52,763	\$11,836		\$11,836	2.50%
203	MALT 2005-5 [5]	ALT-A 2005	\$4,848,785	\$242,439	\$100,128	\$22,461		\$22,461	2.50%
204	RALI 1999-QS4 [Total]	ALT-A 1999	\$230,773	\$230,773	\$30,724	\$13,784		\$13,784	100.00%
205	RALI 2001-QS13 [Total]	ALT-A 2001	\$346,324	\$346,324	\$91,112	\$40,877		\$40,877	100.00%
206	RALI 2001-QS16 [Total]	ALT-A 2001	\$2,113,267	\$2,113,267	\$548,624	\$246,139		\$246,139	100.00%
207	RALI 2001-QS17 [Total]	ALT-A 2001	\$2,187,528	\$2,187,528	\$561,927	\$252,107	MBIA - Insurer Exception	\$252,107	100.00%
208	RALI 2001-QS18 [Total]	ALT-A 2001	\$2,995,344	\$2,995,344	\$774,161	\$347,325		\$347,325	100.00%
209	RALI 2001-QS19 [Total]	ALT-A 2001	\$350,949	\$350,949	\$91,637	\$41,113		\$41,113	100.00%
210	RALI 2002-QS1 [Total]	ALT-A 2002	\$2,212,425	\$2,212,425	\$557,330	\$250,045		\$250,045	100.00%
211	RALI 2002-QS10 [Total]	ALT-A 2002	\$638,581	\$638,581	\$159,531	\$71,573		\$71,573	100.00%
212	RALI 2002-QS11 [Total]	ALT-A 2002	\$3,238,550	\$3,238,550	\$826,328	\$370,730		\$370,730	100.00%
213	RALI 2002-QS12 [Total]	ALT-A 2002	\$3,791,820	\$3,791,820	\$954,960	\$428,441		\$428,441	100.00%
214	RALI 2002-QS13 [Total]	ALT-A 2002	\$671,875	\$671,875	\$173,560	\$77,867		\$77,867	100.00%
215	RALI 2002-QS14 [Total]	ALT-A 2002	\$2,318,529	\$2,318,529	\$575,862	\$258,359		\$258,359	100.00%
216	RALI 2002-QS15 [1] [Total]	ALT-A 2002	\$2,591,745	\$2,591,745	\$644,412	\$289,114		\$289,114	100.00%
217	RALI 2002-QS15 [2] [Total]	ALT-A 2002	\$1,167,494	\$1,167,494	\$289,364	\$129,822	MBIA - Insurer Exception	\$129,822	100.00%
218	RALI 2002-QS16 [Total]	ALT-A 2002	\$368,653	\$368,653	\$92,674	\$41,578		\$41,578	100.00%
219	RALI 2002-QS17 [1] [Total]	ALT-A 2002	\$3,540,853	\$3,540,853	\$888,852	\$398,781		\$398,781	100.00%
220	RALI 2002-QS17 [2] [Total]	ALT-A 2002	\$1,984,272	\$1,984,272	\$501,596	\$225,040		\$225,040	100.00%
221	RALI 2002-QS18 [Total]	ALT-A 2002	\$793,671	\$793,671	\$200,279	\$89,855		\$89,855	100.00%
222	RALI 2002-QS19 [Total]	ALT-A 2002	\$6,987,448	\$6,987,448	\$1,724,906	\$773,875		\$773,875	100.00%
223	RALI 2002-QS2 [Total]	ALT-A 2002	\$1,929,280	\$1,929,280	\$491,863	\$220,673		\$220,673	100.00%
224	RALI 2002-QS3 [Total]	ALT-A 2002	\$4,018,979	\$4,018,979	\$1,015,285	\$455,505		\$455,505	100.00%
225	RALI 2002-QS4 [Total]	ALT-A 2002	\$489,411	\$489,411	\$127,502	\$57,203		\$57,203	100.00%
226	RALI 2002-QS5 [Total]	ALT-A 2002	\$4,104,647	\$4,104,647	\$1,053,114	\$472,477		\$472,477	100.00%
227	RALI 2002-QS6 [Total]	ALT-A 2002	\$4,672,740	\$4,672,740	\$1,189,908	\$533,850		\$533,850	100.00%
228	RALI 2002-QS7 [Total]	ALT-A 2002	\$3,061,206	\$3,061,206	\$770,981	\$345,899		\$345,899	100.00%
229	RALI 2002-QS8 [Total]	ALT-A 2002	\$401,401	\$401,401	\$104,368	\$46,825		\$46,825	100.00%
230	RALI 2002-QS9 [Total]	ALT-A 2002	\$3,469,375	\$3,469,375	\$890,621	\$399,575		\$399,575	100.00%
231	RALI 2003-QA1 [1] [Total]	ALT-A 2003	\$1,885,046	\$1,885,046	\$727,323	\$326,312		\$326,312	100.00%
232	RALI 2003-QA1 [2] [Total]	ALT-A 2003	\$943,195	\$943,195	\$363,770	\$163,204		\$163,204	100.00%

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1	Name	Cohort	Net Total Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
233	RALI 2003-QS1 [Total]	ALT-A 2003	\$4,991,061	\$4,991,061	\$1,901,733	\$853,208	MBIA - Insurer Exception	\$853,208	100.00%
234	RALI 2003-QS10 [Total]	ALT-A 2003	\$7,555,943	\$7,555,943	\$2,808,136	\$1,259,864		\$1,259,864	100.00%
235	RALI 2003-QS11 [Total]	ALT-A 2003	\$9,179,197	\$9,179,197	\$3,440,321	\$1,543,492		\$1,543,492	100.00%
236	RALI 2003-QS12 [Total]	ALT-A 2003	\$819,357	\$819,357	\$308,398	\$138,362		\$138,362	100.00%
237	RALI 2003-QS13 [Total]	ALT-A 2003	\$8,449,079	\$8,449,079	\$3,088,336	\$1,385,575		\$1,385,575	100.00%
238	RALI 2003-QS14 [Total]	ALT-A 2003	\$778,491	\$778,491	\$293,881	\$131,849		\$131,849	100.00%
239	RALI 2003-QS15 [Total]	ALT-A 2003	\$8,645,770	\$8,645,770	\$3,218,095	\$1,443,791		\$1,443,791	100.00%
240	RALI 2003-QS16 [Total]	ALT-A 2003	\$1,004,680	\$1,004,680	\$376,335	\$168,842		\$168,842	100.00%
241	RALI 2003-QS17 [1]	ALT-A 2003	\$1,469,720	\$1,469,720	\$533,648	\$239,420		\$239,420	100.00%
242	RALI 2003-QS17 [2]	ALT-A 2003	\$7,034,848	\$7,034,848	\$2,630,344	\$1,180,098		\$1,180,098	100.00%
243	RALI 2003-QS17 [3]	ALT-A 2003	\$1,060,655	\$1,060,655	\$371,690	\$166,758		\$166,758	100.00%
244	RALI 2003-QS18 [Total]	ALT-A 2003	\$457,048	\$457,048	\$168,075	\$75,407		\$75,407	100.00%
245	RALI 2003-QS19 [1]	ALT-A 2003	\$1,997,437	\$1,997,437	\$730,074	\$327,546		\$327,546	100.00%
246	RALI 2003-QS19 [2]	ALT-A 2003	\$2,732,604	\$2,732,604	\$1,005,819	\$451,258		\$451,258	100.00%
247	RALI 2003-QS19 [3]	ALT-A 2003	\$2,921,132	\$2,921,132	\$1,110,872	\$498,390		\$498,390	100.00%
248	RALI 2003-QS2 [Total]	ALT-A 2003	\$4,246,654	\$4,246,654	\$1,586,257	\$711,671		\$711,671	100.00%
249	RALI 2003-QS20 [1]	ALT-A 2003	\$78,920	\$78,920	\$26,181	\$11,746		\$11,746	100.00%
250	RALI 2003-QS20 [2]	ALT-A 2003	\$821,353	\$821,353	\$302,944	\$135,915		\$135,915	100.00%
251	RALI 2003-QS21 [Total]	ALT-A 2003	\$6,586,508	\$6,586,508	\$2,493,625	\$1,118,759		\$1,118,759	100.00%
252	RALI 2003-QS22 [Total]	ALT-A 2003	\$5,473,878	\$5,473,878	\$2,054,235	\$921,628		\$921,628	100.00%
253	RALI 2003-QS23 [Total]	ALT-A 2003	\$740,798	\$740,798	\$280,771	\$125,967		\$125,967	100.00%
254	RALI 2003-QS3 [Total]	ALT-A 2003	\$712,343	\$712,343	\$272,950	\$122,458		\$122,458	100.00%
255	RALI 2003-QS4 [Total]	ALT-A 2003	\$5,001,964	\$5,001,964	\$1,869,223	\$838,623		\$838,623	100.00%
256	RALI 2003-QS5 [Total]	ALT-A 2003	\$911,196	\$911,196	\$348,817	\$156,496		\$156,496	100.00%
257	RALI 2003-QS6 [Total]	ALT-A 2003	\$4,005,808	\$4,005,808	\$1,493,456	\$670,035		\$670,035	100.00%
258	RALI 2003-QS7 [Total]	ALT-A 2003	\$3,777,491	\$3,777,491	\$1,419,217	\$636,728		\$636,728	100.00%
259	RALI 2003-QS8 [Total]	ALT-A 2003	\$4,468,434	\$4,468,434	\$1,686,423	\$756,610	MBIA - Insurer Exception	\$756,610	100.00%
260	RALI 2003-QS9 [Total]	ALT-A 2003	\$602,679	\$602,679	\$221,661	\$99,448		\$99,448	100.00%
261	RAMP 2001-RS1 [1]	Subprime 2001	\$14,132,854	\$14,132,854	\$3,949,951	\$1,772,137	AMBAC	\$1,772,137	100.00%
262	RAMP 2001-RS1 [2]	Subprime 2001	\$11,341,710	\$11,341,710	\$3,165,463	\$1,420,178	AMBAC	\$1,420,178	100.00%
263	RAMP 2001-RS2 [2]	Subprime 2001	\$11,907,960	\$11,907,960	\$3,327,456	\$1,492,855		\$1,492,855	100.00%
264	RAMP 2001-RS3 [1]	Subprime 2001	\$21,405,338	\$21,405,338	\$5,988,384	\$2,686,675	AMBAC	\$2,686,675	100.00%
265	RAMP 2001-RS3 [2]	Subprime 2001	\$10,762,120	\$10,762,120	\$3,013,877	\$1,352,169	AMBAC	\$1,352,169	100.00%

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266	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%
267	RAMP 2002-RS1 [2]	Subprime 2002	\$8,010,927	\$8,010,927	\$2,234,281	\$1,002,405		\$1,002,405	100.00%
268	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%
269	RAMP 2002-RS2 [2]	Subprime 2002	\$7,613,438	\$7,613,438	\$2,123,105	\$952,526		\$952,526	100.00%
270	RAMP 2002-RS3 [1]	Subprime 2002	\$13,633,615	\$13,633,615	\$3,839,770	\$1,722,704		\$1,722,704	100.00%
271	RAMP 2002-RS3 [2]	Subprime 2002	\$10,936,054	\$10,936,054	\$3,054,772	\$1,370,517		\$1,370,517	100.00%
272	RAMP 2002-RS4 [1]	Subprime 2002	\$11,211,680	\$11,211,680	\$3,164,609	\$1,419,794	AMBAC	\$1,419,794	100.00%
273	RAMP 2002-RS4 [2]	Subprime 2002	\$14,059,649	\$14,059,649	\$3,916,317	\$1,757,047	AMBAC	\$1,757,047	100.00%
274	RAMP 2002-RS5 [1]	Subprime 2002	\$9,234,594	\$9,234,594	\$2,615,195	\$1,173,301	Ambac	\$1,173,301	100.00%
275	RAMP 2002-RS5 [2]	Subprime 2002	\$10,619,297	\$10,619,297	\$2,972,842	\$1,333,759	Ambac	\$1,333,759	100.00%
276	RAMP 2002-RS6 [1]	Subprime 2002	\$16,016,644	\$16,016,644	\$4,543,938	\$2,038,627	Ambac	\$2,038,627	100.00%
277	RAMP 2002-RS6 [2]	Subprime 2002	\$15,089,905	\$15,089,905	\$4,212,280	\$1,889,830	Ambac	\$1,889,830	100.00%
278	RAMP 2002-RS7 [Total]	Subprime 2003	\$9,011,820	\$9,011,820	\$3,840,950	\$1,723,233	Ambac	\$1,723,233	100.00%
279	RAMP 2002-RZ2 [Total]	Subprime 2002	\$13,272,629	\$13,272,629	\$3,732,358	\$1,674,514		\$1,674,514	100.00%
280	RAMP 2002-RZ3 [Total]	Subprime 2002	\$24,688,747	\$24,688,747	\$6,961,306	\$3,123,174		\$3,123,174	100.00%
281	RAMP 2002-RZ4 [Total]	Subprime 2002	\$21,679,381	\$21,679,381	\$6,121,335	\$2,746,323	Ambac	\$2,746,323	100.00%
282	RAMP 2002-SL1 [1]	Subprime 2002	\$280,138	\$280,138	\$80,344	\$36,046		\$36,046	100.00%
283	RAMP 2002-SL1 [2A]	Subprime 2002	\$10,996	\$10,996	\$3,152	\$1,414		\$1,414	100.00%
284	RAMP 2002-SL1 [2B]	Subprime 2002	\$59,376	\$59,376	\$17,325	\$7,773		\$7,773	100.00%
285	RAMP 2002-SL1 [2C]	Subprime 2002	\$98,547	\$98,547	\$28,551	\$12,809		\$12,809	100.00%
286	RAMP 2002-SL1 [2D]	Subprime 2002	\$232,276	\$232,276	\$67,534	\$30,299		\$30,299	100.00%
287	RAMP 2003-RS1 [1]	Subprime 2003	\$10,364,254	\$10,364,254	\$4,417,266	\$1,981,796		\$1,981,796	100.00%
288	RAMP 2003-RS1 [2]	Subprime 2003	\$24,844,822	\$24,844,822	\$10,401,836	\$4,666,760	Ambac	\$4,666,760	100.00%
289	RAMP 2003-RS10 [1]	Subprime 2003	\$22,668,886	\$22,668,886	\$9,708,179	\$4,355,552		\$4,355,552	100.00%
290	RAMP 2003-RS10 [2A]	Subprime 2003	\$40,179,464	\$40,179,464	\$16,827,111	\$7,549,444		\$7,549,444	100.00%
291	RAMP 2003-RS10 [2B]	Subprime 2003	\$30,464,898	\$30,464,898	\$12,771,782	\$5,730,030		\$5,730,030	100.00%
292	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%
293	RAMP 2003-RS11 [2A]	Subprime 2003	\$44,931,647	\$44,931,647	\$18,849,493	\$8,456,782		\$8,456,782	100.00%
294	RAMP 2003-RS11 [2B]	Subprime 2003	\$18,066,135	\$18,066,135	\$7,582,862	\$3,402,033		\$3,402,033	100.00%
295	RAMP 2003-RS2 [1]	Subprime 2003	\$22,021,385	\$22,021,385	\$9,365,718	\$4,201,908	AMBAC	\$4,201,908	100.00%
296	RAMP 2003-RS2 [2]	Subprime 2003	\$43,181,011	\$43,181,011	\$18,073,396	\$8,108,588	AMBAC	\$8,108,588	100.00%
297	RAMP 2003-RS3 [1]	Subprime 2003	\$12,523,691	\$12,523,691	\$5,329,499	\$2,391,067	AMBAC	\$2,391,067	100.00%
298	RAMP 2003-RS3 [2]	Subprime 2003	\$40,909,244	\$40,909,244	\$17,115,331	\$7,678,754	AMBAC	\$7,678,754	100.00%

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299	RAMP 2003-RS4 [1]	Subprime 2003	\$17,709,588	\$17,709,588	\$7,595,867	\$3,407,868	AMBAC	\$3,407,868	100.00%
300	RAMP 2003-RS4 [2A]	Subprime 2003	\$30,007,775	\$30,007,775	\$12,548,627	\$5,629,912	AMBAC	\$5,629,912	100.00%
301	RAMP 2003-RS4 [2B]	Subprime 2003	\$16,547,928	\$16,547,928	\$6,930,760	\$3,109,470	AMBAC	\$3,109,470	100.00%
302	RAMP 2003-RS5 [1]	Subprime 2003	\$25,876,571	\$25,876,571	\$11,083,386	\$4,972,536	Ambac	\$4,972,536	100.00%
303	RAMP 2003-RS5 [2A]	Subprime 2003	\$23,850,396	\$23,850,396	\$9,979,780	\$4,477,405	Ambac	\$4,477,405	100.00%
304	RAMP 2003-RS5 [2B]	Subprime 2003	\$15,570,469	\$15,570,469	\$6,520,512	\$2,925,413	Ambac	\$2,925,413	100.00%
305	RAMP 2003-RS6 [1]	Subprime 2003	\$21,360,746	\$21,360,746	\$9,132,558	\$4,097,301	Ambac	\$4,097,301	100.00%
306	RAMP 2003-RS6 [2A]	Subprime 2003	\$24,192,928	\$24,192,928	\$10,111,824	\$4,536,647	Ambac	\$4,536,647	100.00%
307	RAMP 2003-RS6 [2B]	Subprime 2003	\$12,830,082	\$12,830,082	\$5,381,549	\$2,414,419	Ambac	\$2,414,419	100.00%
308	RAMP 2003-RS7 [1]	Subprime 2003	\$29,695,244	\$29,695,244	\$12,798,855	\$5,742,177	AMBAC - Insurer Exception	\$5,742,177	100.00%
309	RAMP 2003-RS7 [2A]	Subprime 2003	\$27,743,671	\$27,743,671	\$11,609,845	\$5,208,730		\$5,208,730	100.00%
310	RAMP 2003-RS7 [2B]	Subprime 2003	\$16,165,393	\$16,165,393	\$6,772,625	\$3,038,523		\$3,038,523	100.00%
311	RAMP 2003-RS8 [1]	Subprime 2003	\$36,947,532	\$36,947,532	\$15,887,043	\$7,127,685	Ambac - Insurer Exception	\$7,127,685	100.00%
312	RAMP 2003-RS8 [2A]	Subprime 2003	\$28,788,872	\$28,788,872	\$12,056,797	\$5,409,254		\$5,409,254	100.00%
313	RAMP 2003-RS8 [2B]	Subprime 2003	\$19,171,160	\$19,171,160	\$8,027,028	\$3,601,307		\$3,601,307	100.00%
314	RAMP 2003-RS9 [1]	Subprime 2003	\$32,922,154	\$32,922,154	\$14,077,815	\$6,315,979	AMBAC - Insurer Exception	\$6,315,979	100.00%
315	RAMP 2003-RS9 [2A]	Subprime 2003	\$26,247,064	\$26,247,064	\$10,994,767	\$4,932,777		\$4,932,777	100.00%
316	RAMP 2003-RS9 [2B]	Subprime 2003	\$21,828,237	\$21,828,237	\$9,156,296	\$4,107,951		\$4,107,951	100.00%
317	RAMP 2003-RZ1 [1]	Subprime 2003	\$20,625,507	\$20,625,507	\$8,768,028	\$3,933,756	AMBAC	\$3,933,756	100.00%
318	RAMP 2003-RZ1 [2]	Subprime 2003	\$14,228,063	\$14,228,063	\$6,028,644	\$2,704,737	AMBAC	\$2,704,737	100.00%
319	[Total]	Subprime 2003	\$13,651,172	\$13,651,172	\$5,810,718	\$2,606,965	AMBAC	\$2,606,965	100.00%
320	[Total]	Subprime 2003	\$27,865,310	\$27,865,310	\$11,886,240	\$5,332,734	Ambac - Insurer Exception	\$5,332,734	100.00%
321	[Total]	Subprime 2003	\$54,461,943	\$54,461,943	\$23,363,557	\$10,482,006	AMBAC - Insurer Exception	\$10,482,006	100.00%
322	RAMP 2003-RZ5 [1]	Subprime 2003	\$45,204,897	\$45,204,897	\$19,380,058	\$8,694,819	AMBAC - Insurer Exception	\$8,694,819	100.00%
323	RAMP 2003-RZ5 [2]	Subprime 2003	\$5,502,923	\$5,502,923	\$2,316,255	\$1,039,182		\$1,039,182	100.00%
324	RAMP 2003-SL1 [1]	Subprime 2003	\$41,379	\$41,379	\$17,794	\$7,983		\$7,983	100.00%
325	RAMP 2003-SL1 [2]	Subprime 2003	\$30,341	\$30,341	\$13,468	\$6,042		\$6,042	100.00%
326	RAMP 2003-SL1 [3]	Subprime 2003	\$1,728,793	\$1,728,793	\$756,647	\$339,468		\$339,468	100.00%
327	RAMP 2003-SL1 [4]	Subprime 2003	\$1,237,429	\$1,237,429	\$532,104	\$238,727		\$238,727	100.00%
328	RASC 1999-RS1 [1]	Subprime 1999	\$3,271,293	\$3,271,293	\$458,048	\$205,502	AMBAC	\$205,502	100.00%
329	RASC 1999-RS1 [2]	Subprime 1999	\$1,172,316	\$1,172,316	\$165,441	\$74,225	AMBAC	\$74,225	100.00%
330	RASC 2001-KS1 [1]	Subprime 2001	\$61,786,753	\$61,786,753	\$17,263,424	\$7,745,195	FGIC	\$7,745,195	100.00%
331	RASC 2001-KS1 [2]	Subprime 2001	\$70,418,338	\$70,418,338	\$19,628,106	\$8,806,105	FGIC	\$8,806,105	100.00%
332	RASC 2001-KS2 [1]	Subprime 2001	\$69,532,628	\$69,532,628	\$19,446,611	\$8,724,677		\$8,724,677	100.00%
333	RASC 2001-KS2 [2]	Subprime 2001	\$35,339,837	\$35,339,837	\$9,861,736	\$4,424,445		\$4,424,445	100.00%
334	RASC 2001-KS3 [1]	Subprime 2001	\$67,512,554	\$67,512,554	\$18,901,985	\$8,480,332		\$8,480,332	100.00%
335	RASC 2001-KS3 [2]	Subprime 2001	\$58,944,329	\$58,944,329	\$16,449,522	\$7,380,040		\$7,380,040	100.00%
336	RASC 2002-KS1 [1]	Subprime 2002	\$100,533,095	\$100,533,095	\$28,127,835	\$12,619,488	Ambac	\$12,619,488	100.00%

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337	RASC 2002-KS1 [2A]	Subprime 2002	\$26,926,165	\$26,926,165	\$7,504,015	\$3,366,659	Ambac	\$3,366,659	100.00%
338	RASC 2002-KS1 [2B]	Subprime 2002	\$26,840,858	\$26,840,858	\$7,478,771	\$3,355,334	Ambac	\$3,355,334	100.00%
339	RASC 2002-KS2 [1]	Subprime 2002	\$44,357,508	\$44,357,508	\$12,442,338	\$5,582,226		\$5,582,226	100.00%
340	RASC 2002-KS2 [2A]	Subprime 2002	\$13,595,798	\$13,595,798	\$3,780,295	\$1,696,021		\$1,696,021	100.00%
341	RASC 2002-KS2 [2B]	Subprime 2002	\$13,595,809	\$13,595,809	\$3,780,298	\$1,696,022		\$1,696,022	100.00%
342	RASC 2002-KS4 [1]	Subprime 2002	\$44,324,760	\$44,324,760	\$12,464,047	\$5,591,966	AMBAC	\$5,591,966	100.00%
343	RASC 2002-KS4 [2A]	Subprime 2002	\$34,783,228	\$34,783,228	\$9,722,434	\$4,361,948	AMBAC	\$4,361,948	100.00%
344	RASC 2002-KS4 [2B]	Subprime 2002	\$34,337,116	\$34,337,116	\$9,588,426	\$4,301,825	AMBAC	\$4,301,825	100.00%
345	RASC 2002-KS6 [1]	Subprime 2002	\$37,450,633	\$37,450,633	\$10,542,953	\$4,730,071	AMBAC	\$4,730,071	100.00%
346	RASC 2002-KS6 [2]	Subprime 2002	\$37,116,528	\$37,116,528	\$10,352,413	\$4,644,586	AMBAC	\$4,644,586	100.00%
347	RASC 2002-KS8 [Total]	Subprime 2002	\$41,213,623	\$41,213,623	\$11,524,230	\$5,170,319	Ambac	\$5,170,319	100.00%
348	RASC 2003-KS10 [1]	Subprime 2003	\$36,062,998	\$36,062,998	\$15,417,182	\$6,916,883		\$6,916,883	100.00%
349	RASC 2003-KS11 [1]	Subprime 2003	\$25,208,245	\$25,208,245	\$10,734,647	\$4,816,075		\$4,816,075	100.00%
350	RASC 2003-KS11 [2A]	Subprime 2003	\$25,164,232	\$25,164,232	\$10,548,434	\$4,732,530		\$4,732,530	100.00%
351	RASC 2003-KS11 [2B]	Subprime 2003	\$30,336,825	\$30,336,825	\$12,726,069	\$5,709,522		\$5,709,522	100.00%
352	RASC 2003-KS2 [1]	Subprime 2003	\$46,647,710	\$46,647,710	\$19,757,492	\$8,864,153		\$8,864,153	100.00%
353	RASC 2003-KS3 [1]	Subprime 2003	\$9,847,245	\$9,847,245	\$4,133,359	\$1,854,422		\$1,854,422	100.00%
354	RASC 2003-KS3 [2]	Subprime 2003	\$10,096,076	\$10,096,076	\$4,238,522	\$1,901,603		\$1,901,603	100.00%
355	RASC 2003-KS4 [1]	Subprime 2003	\$36,794,295	\$36,794,295	\$15,614,612	\$7,005,460		\$7,005,460	100.00%
356	RASC 2003-KS4 [2A]	Subprime 2003	\$9,417,078	\$9,417,078	\$3,947,390	\$1,770,988	Ambac	\$1,770,988	100.00%
357	RASC 2003-KS4 [2B]	Subprime 2003	\$7,651,177	\$7,651,177	\$3,210,074	\$1,440,192	Ambac	\$1,440,192	100.00%
358	RASC 2003-KS4 [3]	Subprime 2003	\$6,571,861	\$6,571,861	\$2,755,127	\$1,236,081	Ambac	\$1,236,081	100.00%
359	RASC 2003-KS5 [1]	Subprime 2003	\$14,238,356	\$14,238,356	\$6,071,074	\$2,723,773	Ambac	\$2,723,773	100.00%
360	RASC 2003-KS5 [2A]	Subprime 2003	\$11,586,959	\$11,586,959	\$4,864,246	\$2,182,333	Ambac	\$2,182,333	100.00%
361	RASC 2003-KS5 [2B]	Subprime 2003	\$8,969,353	\$8,969,353	\$3,762,123	\$1,687,868	Ambac	\$1,687,868	100.00%
362	RASC 2003-KS6 [1]	Subprime 2003	\$14,977,681	\$14,977,681	\$6,287,095	\$2,820,691		\$2,820,691	100.00%
363	RASC 2003-KS6 [2]	Subprime 2003	\$6,139,116	\$6,139,116	\$2,579,958	\$1,157,492		\$1,157,492	100.00%
364	RASC 2003-KS7 [1]	Subprime 2003	\$39,857,359	\$39,857,359	\$16,990,338	\$7,622,676		\$7,622,676	100.00%
365	RASC 2003-KS8 [1]	Subprime 2003	\$24,992,452	\$24,992,452	\$10,654,547	\$4,780,138		\$4,780,138	100.00%
366	RASC 2003-KS9 [1]	Subprime 2003	\$24,200,958	\$24,200,958	\$10,346,274	\$4,641,832	AMBAC	\$4,641,832	100.00%
367	RASC 2003-KS9 [2A]	Subprime 2003	\$15,741,678	\$15,741,678	\$6,600,628	\$2,961,356	AMBAC	\$2,961,356	100.00%
368	RASC 2003-KS9 [2B]	Subprime 2003	\$16,172,199	\$16,172,199	\$6,791,726	\$3,047,092	AMBAC	\$3,047,092	100.00%
369	RBSGC 2005-A [1]	ALT-A 2005	\$1,937,065	\$174,336	\$71,062	\$15,941		\$15,941	4.50%
370	RBSGC 2005-A [2]	ALT-A 2005	\$12,389,758	\$1,115,078	\$450,332	\$101,020		\$101,020	4.50%
371	RBSGC 2005-A [3]	ALT-A 2005	\$10,077,956	\$907,016	\$385,491	\$86,475		\$86,475	4.50%
372	RBSGC 2005-A [4]	ALT-A 2005	\$4,265,948	\$383,935	\$158,056	\$35,456		\$35,456	4.50%
373	RBSGC 2005-A [5]	ALT-A 2005	\$4,996,566	\$449,691	\$193,859	\$43,487		\$43,487	4.50%
374	RFMS2 1998-HI2 [Total]	CES 1999	\$36,874,298	\$36,874,298	\$3,072,858	\$1,378,631		\$1,378,631	100.00%
375	RFMS2 1999-HI1 [Total]	Second Lien 1999	\$42,090,362	\$42,090,362	\$5,532,636	\$2,482,205	AMBAC	\$2,482,205	100.00%
376	RFMS2 1999-HI4 [Total]	Second Lien 1999	\$38,836,252	\$38,836,252	\$5,101,035	\$2,288,568	AMBAC	\$2,288,568	100.00%
377	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%

	A	B	C	D	E	F	G	H	I
1	Name	Cohort	Net Total Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
378	RFMS2 1999-HI6 [II]	Second Lien 1999	\$2,862,240	\$2,862,240	\$374,982	\$168,235	AMBAC	\$168,235	100.00%
379	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%
380	RFMS2 1999-HI8 [II]	Second Lien 1999	\$1,800,747	\$1,800,747	\$235,886	\$105,829	AMBAC	\$105,829	100.00%
381	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%
382	RFMS2 2000-HI1 [II]	Second Lien 2000	\$2,296,510	\$2,296,510	\$601,520	\$269,870	AMBAC	\$269,870	100.00%
383	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%
384	RFMS2 2000-HI2 [II]	Second Lien 2000	\$1,818,101	\$1,818,101	\$476,469	\$213,767	AMBAC	\$213,767	100.00%
385	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%
386	RFMS2 2000-HI3 [II]	Second Lien 2000	\$2,348,596	\$2,348,596	\$615,957	\$276,348	AMBAC	\$276,348	100.00%
387	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%
388	RFMS2 2000-HI4 [2]	Second Lien 2000	\$2,662,269	\$2,662,269	\$697,261	\$312,825	AMBAC	\$312,825	100.00%
389	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%
390	RFMS2 2000-HI5 [2]	Second Lien 2000	\$3,618,503	\$3,618,503	\$947,960	\$425,300	AMBAC	\$425,300	100.00%
391	RFMS2 2000-HL1 [1]	Second Lien 2000	\$7,296,458	\$7,296,458	\$1,921,636	\$862,137	AMBAC	\$862,137	100.00%
392	RFMS2 2000-HL1 [2]	Second Lien 2000	\$920,867	\$920,867	\$241,179	\$108,205	AMBAC	\$108,205	100.00%
393	RFMS2 2001-HI1 [Total]	Second Lien 2001	\$26,300,354	\$26,300,354	\$6,942,348	\$3,114,668	AMBAC	\$3,114,668	100.00%
394	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%
395	RFMS2 2001-HI2 [2]	Second Lien 2001	\$995,853	\$995,853	\$261,995	\$117,544	AMBAC	\$117,544	100.00%
396	RFMS2 2001-HI3 [1]	Second Lien 2001	\$42,549,229	\$42,549,229	\$11,248,887	\$5,046,787		\$5,046,787	100.00%
397	RFMS2 2001-HI3 [2]	Second Lien 2001	\$1,016,029	\$1,016,029	\$266,363	\$119,503	AMBAC	\$119,503	100.00%
398	RFMS2 2001-HI4 [Total]	Second Lien 2001	\$43,248,845	\$43,248,845	\$11,434,080	\$5,129,874	AMBAC	\$5,129,874	100.00%
399	RFMS2 2001-HS2 [Total]	Second Lien 2001	\$4,334,878	\$4,334,878	\$1,146,006	\$514,153	AMBAC	\$514,153	100.00%
400	RFMS2 2001-HS3 [1]	CES 2001	\$270,299	\$270,299	\$40,846	\$18,325	Radian (Pool Policy)	\$18,325	100.00%
401	RFMS2 2001-HS3 [2]	CES 2001	\$776,407	\$776,407	\$128,268	\$57,547	AMBAC	\$57,547	100.00%
402	RFMS2 2002-HI1 [Total]	Second Lien 2002	\$38,611,429	\$38,611,429	\$10,211,802	\$4,581,502	AMBAC	\$4,581,502	100.00%
403	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%
404	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%
405	RFMS2 2002-HI3 [Total]	Second Lien 2002	\$33,128,765	\$33,128,765	\$8,773,820	\$3,936,354	AMBAC	\$3,936,354	100.00%
406	RFMS2 2002-HI4 [Total]	Second Lien 2002	\$30,137,013	\$30,137,013	\$7,985,092	\$3,582,493		\$3,582,493	100.00%
407	RFMS2 2002-HI5 [Total]	Second Lien 2003	\$24,109,874	\$24,109,874	\$9,612,201	\$4,312,492		\$4,312,492	100.00%
408	RFMS2 2002-HS1 [Total]	CES 2002	\$3,966,719	\$3,966,719	\$652,114	\$292,569		\$292,569	100.00%
409	RFMS2 2002-HS2 [Total]	CES 2002	\$4,008,989	\$4,008,989	\$656,166	\$294,387		\$294,387	100.00%
410	RFMS2 2002-HS3 [1]	CES 2002	\$1,880,409	\$1,880,409	\$302,404	\$135,673	FGIC	\$135,673	100.00%

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411	RFMS2 2002-HS3 [2]	CES 2002	\$2,494,405	\$2,494,405	\$401,188	\$179,992	FGIC	\$179,992	100.00%
412	RFMS2 2003-HI1 [Total]	Second Lien 2003	\$22,605,058	\$22,605,058	\$9,045,679	\$4,058,323		\$4,058,323	100.00%
413	RFMS2 2003-HI2 [Total]	Second Lien 2003	\$27,190,194	\$27,190,194	\$10,908,801	\$4,894,209		\$4,894,209	100.00%
414	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%
415	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%
416	RFMS2 2003-HI4 [1]	Second Lien 2003	\$17,360,918	\$17,360,918	\$6,995,740	\$3,138,623		\$3,138,623	100.00%
417	RFMS2 2003-HI4 [2]	Second Lien 2003	\$17,565,801	\$17,565,801	\$7,102,122	\$3,186,351		\$3,186,351	100.00%
418	RFMS2 2003-HS1 [1]	CES 2003	\$5,840,571	\$5,840,571	\$1,373,509	\$616,222	FGIC	\$616,222	100.00%
419	RFMS2 2003-HS1 [2]	CES 2003	\$2,760,184	\$2,760,184	\$648,130	\$290,782	FGIC	\$290,782	100.00%
420	RFMS2 2003-HS2 [1]	CES 2003	\$6,709,170	\$6,709,170	\$1,549,221	\$695,054		\$695,054	100.00%
421	RFMS2 2003-HS2 [2A]	CES 2003	\$2,458,502	\$2,458,502	\$574,447	\$257,724	FGIC	\$257,724	100.00%
422	RFMS2 2003-HS2 [2B]	CES 2003	\$3,276,965	\$3,276,965	\$767,758	\$344,453	FGIC	\$344,453	100.00%
423	RFMS2 2003-HS3 [1]	CES 2003	\$7,830,324	\$7,830,324	\$1,750,388	\$785,307	MBIA	\$0	100.00%
424	RFMS2 2003-HS3 [2A]	CES 2003	\$3,125,840	\$3,125,840	\$731,700	\$328,275	MBIA	\$0	100.00%
425	RFMS2 2003-HS3 [2B]	CES 2003	\$2,255,960	\$2,255,960	\$522,179	\$234,274	MBIA	\$0	100.00%
426	RFMS2 2003-HS4 [1]	Second Lien 2003	\$3,968,733	\$3,968,733	\$1,656,970	\$743,396	AMBAC	\$743,396	100.00%
427	RFMS2 2003-HS4 [2]	Second Lien 2003	\$2,722,738	\$2,722,738	\$1,143,638	\$513,091	AMBAC	\$513,091	100.00%
428	RFMSI 2003-S10 [Total]	Prime 2003	\$742,602	\$742,602	\$237,774	\$106,677		\$106,677	100.00%
429	RFMSI 2003-S11 [Total]	Prime 2003	\$400,858	\$400,858	\$122,690	\$55,044		\$55,044	100.00%
430	RFMSI 2003-S12 [1]	Prime 2003	\$481,977	\$481,977	\$135,112	\$60,618		\$60,618	100.00%
431	RFMSI 2003-S12 [2]	Prime 2003	\$585,071	\$585,071	\$182,935	\$82,073		\$82,073	100.00%
432	RFMSI 2003-S12 [3]	Prime 2003	\$125,951	\$125,951	\$51,964	\$23,313		\$23,313	100.00%
433	RFMSI 2003-S12 [4]	Prime 2003	\$536,950	\$536,950	\$145,760	\$65,395		\$65,395	100.00%
434	RFMSI 2003-S13 [Total]	Prime 2003	\$1,196,219	\$1,196,219	\$367,697	\$164,967	MBIA - Insurer Exception	\$164,967	100.00%
435	RFMSI 2003-S14 [Total]	Prime 2003	\$51,038	\$51,038	\$23,302	\$10,455		\$10,455	100.00%
436	RFMSI 2003-S15 [Total]	Prime 2003	\$68,054	\$68,054	\$25,107	\$11,264		\$11,264	100.00%
437	RFMSI 2003-S16 [Total]	Prime 2003	\$164,724	\$164,724	\$57,709	\$25,891		\$25,891	100.00%
438	RFMSI 2003-S17 [Total]	Prime 2003	\$1,063,034	\$1,063,034	\$421,652	\$189,173		\$189,173	100.00%
439	RFMSI 2003-S18 [Total]	Prime 2003	\$108,089	\$108,089	\$49,473	\$22,196		\$22,196	100.00%
440	RFMSI 2003-S19 [Total]	Prime 2003	\$713,351	\$713,351	\$290,683	\$130,414		\$130,414	100.00%
441	RFMSI 2003-S20 [1]	Prime 2003	\$700,068	\$700,068	\$214,590	\$96,275	Radian - Insurer Exception	\$96,275	100.00%
442	RFMSI 2003-S20 [2]	Prime 2003	\$135,480	\$135,480	\$62,277	\$27,940		\$27,940	100.00%
443	RFMSI 2003-S4 [Total]	Prime 2003	\$632,532	\$632,532	\$229,566	\$102,994	MBIA - Insurer Exception	\$102,994	100.00%

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1	Name	Cohort	Net Total Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
444	RFMSI 2003-S6 [Total]	Prime 2003	\$84,101	\$84,101	\$35,666	\$16,001		\$16,001	100.00%
445	RFMSI 2003-S7 [Total]	Prime 2003	\$977,344	\$977,344	\$387,129	\$173,685		\$173,685	100.00%
446	RFMSI 2003-S9 [Total]	Prime 2003	\$157,566	\$157,566	\$57,650	\$25,865		\$25,865	100.00%
447	RFSC 2001-RM2 [1]	ALT-A 2001	\$1,682,507	\$1,682,507	\$442,916	\$198,713		\$198,713	100.00%
448	RFSC 2001-RM2 [2]	ALT-A 2001	\$293,950	\$293,950	\$68,115	\$30,560		\$30,560	100.00%
449	RFSC 2002-RM1 [1]	ALT-A 2002	\$464,974	\$464,974	\$114,210	\$51,240		\$51,240	100.00%
450	RFSC 2002-RM1 [2]	ALT-A 2002	\$106,095	\$106,095	\$23,935	\$10,738		\$10,738	100.00%
451	RFSC 2002-RP1 [1]	Subprime 2002	\$10,269,748	\$10,269,748	\$2,864,075	\$1,284,961	AMBAC	\$1,284,961	100.00%
452	RFSC 2002-RP1 [2]	Subprime 2002	\$7,374,045	\$7,374,045	\$2,060,022	\$924,224	AMBAC	\$924,224	100.00%
453	RFSC 2002-RP2 [Total]	Subprime 2002	\$18,486,483	\$18,486,483	\$5,162,881	\$2,316,315	AMBAC	\$2,316,315	100.00%
454	RFSC 2003-RM1 [Total]	Prime 2003	\$570,953	\$570,953	\$214,879	\$96,405		\$96,405	100.00%
455	RFSC 2003-RM2 [ONE]	Prime 2003	\$441,669	\$441,669	\$166,731	\$74,803		\$74,803	100.00%
456	RFSC 2003-RM2 [THREE]	Prime 2003	\$239,703	\$239,703	\$72,048	\$32,324		\$32,324	100.00%
457	RFSC 2003-RM2 [TWO]	Prime 2003	\$65,592	\$65,592	\$28,952	\$12,989		\$12,989	100.00%
458	RFSC 2003-RP1 [1A]	Subprime 2003	\$12,608,689	\$12,608,689	\$5,282,298	\$2,369,891	AMBAC - Insurer Exception	\$2,369,891	100.00%
459	RFSC 2003-RP1 [1F]	Subprime 2003	\$14,765,681	\$14,765,681	\$6,192,666	\$2,778,325	AMBAC - Insurer Exception	\$2,778,325	100.00%
460	RFSC 2003-RP2 [1A]	Subprime 2003	\$4,045,680	\$4,045,680	\$1,708,243	\$766,399	AMBAC	\$766,399	100.00%
461	RFSC 2003-RP2 [1F]	Subprime 2003	\$6,000,552	\$6,000,552	\$2,540,129	\$1,139,623	AMBAC	\$1,139,623	100.00%
462	RFSC 2003-RP2 [2A]	Subprime 2003	\$5,420,952	\$5,420,952	\$2,283,558	\$1,024,513	AMBAC	\$1,024,513	100.00%
463	RFSC 2003-RP2 [2F]	Subprime 2003	\$3,124,820	\$3,124,820	\$1,315,976	\$590,410	AMBAC	\$590,410	100.00%
464	SARM 2007-3 [1]	Prime 2007	\$112,135,556	\$3,307,999	\$1,202,388	\$539,449		\$539,449	2.95%
465	SARM 2007-3 [2]	Prime 2007	\$27,299,124	\$805,324	\$289,758	\$129,999		\$129,999	2.95%
466	SARM 2007-3 [3]	Prime 2007	\$30,436,429	\$897,875	\$322,935	\$144,884		\$144,884	2.95%
467	SARM 2007-3 [4]	Prime 2007	\$40,833,489	\$1,204,588	\$430,002	\$192,920		\$192,920	2.95%
468	SARM 2007-6 [11]	ALT-A 2007	\$43,411,509	\$325,586	\$112,817	\$50,615		\$50,615	0.75%
469	SARM 2007-6 [12]	ALT-A 2007	\$105,887,379	\$794,155	\$275,339	\$123,530		\$123,530	0.75%
470	SARM 2007-6 [2]	ALT-A 2007	\$77,611,482	\$582,086	\$199,506	\$89,508		\$89,508	0.75%
471	SASI 1993-6 [CIT1]	Prime 1999	\$297,737	\$26,796	\$2,010	\$451	GEMICO (Pool Policy)	\$451	4.50%
472	SASI 1993-6 [CWF1]	Prime 1999	\$408,373	\$36,754	\$2,757	\$619	GEMICO (Pool Policy)	\$619	4.50%
473	SASI 1993-6 [GEC1]	Prime 1999	\$134,479	\$12,103	\$908	\$204	GEMICO (Pool Policy)	\$204	4.50%
474	SASI 1993-6 [ITT2]	Prime 1999	\$294,598	\$26,514	\$1,998	\$448		\$448	4.50%
475	SASI 1993-6 [ITT3]	Prime 1999	\$527,944	\$47,515	\$3,576	\$802	GEMICO (Pool Policy)/FSA - Insurer Exception	\$802	4.50%
476	SASI 1993-6 [ITT4]	Prime 1999	\$264,173	\$23,776	\$1,783	\$400		\$400	4.50%
477	SASI 1993-6 [ITT5]	Prime 1999	\$139,669	\$12,570	\$952	\$214		\$214	4.50%
478	SASI 1993-6 [SASC3]	Prime 1999	\$2,041,944	\$183,775	\$13,833	\$3,103	GEMICO (Pool Policy)/FSA - Insurer Exception	\$3,103	4.50%
479	SEMT 2004-10 [1]	Prime 2004	\$4,908,266	\$220,872	\$110,861	\$24,869		\$24,869	4.50%
480	SEMT 2004-10 [2]	Prime 2004	\$3,477,050	\$156,467	\$77,732	\$17,437		\$17,437	4.50%
481	SEMT 2004-11 [1]	Prime 2004	\$4,686,120	\$135,897	\$69,614	\$15,616		\$15,616	2.90%
482	SEMT 2004-11 [2]	Prime 2004	\$917,875	\$26,618	\$13,393	\$3,004		\$3,004	2.90%
483	SEMT 2004-11 [3]	Prime 2004	\$1,316,313	\$38,173	\$20,242	\$4,541		\$4,541	2.90%
484	SEMT 2004-12 [1]	Prime 2004	\$4,758,130	\$295,004	\$148,902	\$33,402		\$33,402	3.10%
485	SEMT 2004-12 [2]	Prime 2004	\$1,959,642	\$121,498	\$60,509	\$13,574		\$13,574	3.10%
486	SEMT 2004-12 [3]	Prime 2004	\$743,687	\$46,109	\$27,565	\$6,183		\$6,183	3.10%
487	SEMT 2004-4 [Total]	Prime 2004	\$6,293,703	\$249,860	\$127,733	\$28,654		\$28,654	1.99%
488	SEMT 2004-5 [1]	Prime 2004	\$3,349,661	\$301,469	\$155,376	\$34,854		\$34,854	4.50%

	A	B	C	D	E	F	G	H	I
1	Name	Cohort	Net Total Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
489	SEMT 2004-5 [2A]	Prime 2004	\$1,114,087	\$100,268	\$54,710	\$12,273		\$12,273	4.50%
490	SEMT 2004-5 [2B]	Prime 2004	\$573,706	\$51,634	\$26,621	\$5,972		\$5,972	4.50%
491	SEMT 2004-6 [1]	Prime 2004	\$4,262,473	\$356,769	\$170,343	\$38,212		\$38,212	4.19%
492	SEMT 2004-6 [2A]	Prime 2004	\$1,092,058	\$91,405	\$51,617	\$11,579		\$11,579	4.19%
493	SEMT 2004-6 [2B]	Prime 2004	\$371,776	\$31,118	\$17,267	\$3,873		\$3,873	4.19%
494	SEMT 2004-6 [3]	Prime 2004	\$891,482	\$74,617	\$41,038	\$9,206		\$9,206	4.19%
495	SEMT 2004-7 [1]	Prime 2004	\$3,202,518	\$282,142	\$148,566	\$33,327		\$33,327	4.41%
496	SEMT 2004-7 [2]	Prime 2004	\$2,569,941	\$226,412	\$119,449	\$26,795		\$26,795	4.41%
497	SEMT 2004-7 [3]	Prime 2004	\$1,434,948	\$126,419	\$69,746	\$15,646		\$15,646	4.41%
498	SEMT 2004-8 [1A]	Prime 2004	\$2,322,790	\$180,469	\$94,533	\$21,206		\$21,206	3.88%
499	SEMT 2004-8 [1B]	Prime 2004	\$1,600,920	\$124,383	\$62,508	\$14,022		\$14,022	3.88%
500	SEMT 2004-8 [2]	Prime 2004	\$3,739,595	\$290,548	\$148,836	\$33,388		\$33,388	3.88%
501	SEMT 2004-9 [1]	Prime 2004	\$5,430,098	\$488,709	\$258,996	\$58,099		\$58,099	4.50%
502	SEMT 2004-9 [2]	Prime 2004	\$3,231,985	\$290,879	\$146,504	\$32,864		\$32,864	4.50%
503	SEMT 2005-1 [1]	Prime 2005	\$3,965,273	\$356,875	\$193,681	\$43,447		\$43,447	4.50%
504	SEMT 2005-1 [2]	Prime 2005	\$1,899,189	\$170,927	\$82,809	\$18,576		\$18,576	4.50%
505	SEMT 2005-2 [1]	Prime 2005	\$2,580,437	\$232,239	\$124,685	\$55,940		\$55,940	14.65%
506	SEMT 2005-2 [2]	Prime 2005	\$1,311,288	\$118,016	\$62,062	\$27,844		\$27,844	14.65%
507	SEMT 2005-3 [Total]	ALT-A 2005	\$11,878,947	\$534,553	\$214,656	\$48,152		\$48,152	4.50%
508	SEMT 2007-1 [1]	Prime 2007	\$4,256,044	\$140,875	\$50,429	\$11,312		\$11,312	1.66%
509	SEMT 2007-1 [2]	Prime 2007	\$46,470,169	\$1,538,163	\$553,937	\$124,261		\$124,261	1.66%
510	SEMT 2007-1 [3]	Prime 2007	\$5,579,093	\$184,668	\$66,270	\$14,866		\$14,866	1.66%
511	SEMT 2007-1 [4]	Prime 2007	\$8,807,137	\$291,516	\$104,039	\$23,338		\$23,338	1.66%
512	SEMT 2007-1 [5]	Prime 2007	\$11,572,514	\$383,050	\$137,112	\$30,757		\$30,757	1.66%
513	SEMT 2007-2 [1]	Prime 2007	\$33,910,589	\$1,693,851	\$596,292	\$133,763		\$133,763	2.50%
514	SEMT 2007-2 [2A]	Prime 2007	\$28,986,949	\$1,447,913	\$523,111	\$117,346		\$117,346	2.50%
515	SEMT 2007-2 [2B]	Prime 2007	\$14,374,170	\$717,997	\$257,667	\$57,801		\$57,801	2.50%
516	SEMT 2007-3 [1]	Prime 2007	\$23,052,570	\$1,152,628	\$407,876	\$91,496		\$91,496	2.50%
517	SEMT 2007-3 [2A]	Prime 2007	\$20,762,575	\$1,038,129	\$374,833	\$84,084		\$84,084	2.50%
518	SEMT 2007-3 [2B]	Prime 2007	\$11,161,856	\$558,093	\$202,054	\$45,325		\$45,325	2.50%
519	SEMT 2007-3 [2C]	Prime 2007	\$6,570,995	\$328,550	\$118,012	\$26,473		\$26,473	2.50%
520	SEMT 2007-4 [1]	Prime 2007	\$3,515,624	\$175,781	\$62,106	\$13,932		\$13,932	2.50%
521	SEMT 2007-4 [2]	Prime 2007	\$502,778	\$25,139	\$9,011	\$2,021		\$2,021	2.50%
522	SEMT 2007-4 [3]	Prime 2007	\$9,255,769	\$462,788	\$167,178	\$37,502		\$37,502	2.50%
523	SEMT 2007-4 [4]	Prime 2007	\$3,066,130	\$153,307	\$54,779	\$12,288		\$12,288	2.50%
524	SEMT 2007-4 [5]	Prime 2007	\$1,996,714	\$99,836	\$35,520	\$7,968		\$7,968	2.50%
525	STAC 2007-1 [Total]	CES 2007	\$90,453,636	\$4,522,682	\$2,390,288	\$536,199	XL	\$0	2.50%
526	TMTS 2005-11 [1A]	Second Lien 2005	\$152,143,074	\$13,692,877	\$7,446,816	\$1,670,498		\$1,670,498	4.50%
527	TMTS 2005-11 [1B]	Second Lien 2005	\$16,793,870	\$1,511,448	\$821,610	\$184,307		\$184,307	4.50%
528	TMTS 2005-11 [2A]	Second Lien 2005	\$64,478,026	\$5,803,022	\$3,174,218	\$712,053		\$712,053	4.50%
529	TMTS 2005-11 [2B]	Second Lien 2005	\$16,004,638	\$1,440,417	\$788,492	\$176,878		\$176,878	4.50%
530	TMTS 2005-13SL [2]	Second Lien 2005	\$11,452,424	\$1,030,718	\$534,001	\$119,789	FGIC	\$119,789	4.50%
531			\$11,905,079,662	\$5,411,024,919	\$1,960,463,194	\$850,079,144		\$848,093,430	

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	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
2	ACE 2007-SL2 [Total]	CES 2007	65.80%	\$1,356	Assured Guaranty	\$0
3	ACE 2007-SL3 [2ND_LIEN]	Second Lien 2007	5.00%	\$24	Assured Guaranty	\$0
4	ACE 2007-SL3 [HELOC]	Second Lien 2007	5.00%	\$6	Assured Guaranty	\$0
5	AHM 2005-1 [1]	ALT-A 2005	1.72%	\$1,209		\$1,209
6	AHM 2005-1 [2]	ALT-A 2005	1.72%	\$778		\$778
7	AHM 2005-1 [3]	ALT-A 2005	1.72%	\$809		\$809
8	AHM 2005-1 [4]	ALT-A 2005	1.72%	\$372		\$372
9	AHM 2005-1 [5]	ALT-A 2005	1.72%	\$337		\$337
10	AHM 2005-1 [6]	ALT-A 2005	1.72%	\$2,917		\$2,917
11	AHM 2005-1 [7]	ALT-A 2005	1.72%	\$1,537		\$1,537
12	AHM 2005-1 [8]	ALT-A 2005	1.72%	\$1,086		\$1,086
13	AHM 2005-1 [9]	ALT-A 2005	1.72%	\$401	FGIC	\$401
14	AHM 2005-2 [1]	ALT-A 2005	1.84%	\$2,797		\$2,797
15	AHM 2005-2 [2C]	ALT-A 2005	1.84%	\$1,783		\$1,783
16	AHM 2005-2 [2NC]	ALT-A 2005	1.84%	\$2,152		\$2,152
17	AHM 2005-2 [3]	ALT-A 2005	1.84%	\$5,058		\$5,058
18	AHM 2005-2 [4]	ALT-A 2005	1.84%	\$2,285		\$2,285
19	AHM 2005-2 [5]	ALT-A 2005	1.84%	\$4,690	Ambac	\$4,690
20	AHM 2005-2 [6]	ALT-A 2005	1.84%	\$817	FGIC	\$817
21	ALBT 2007-OA1 [Total]	Pay Option ARM 2007	100.00%	\$5,667		\$5,667
22	BSABS 2001-2 [1]	CES 2001	9.00%	\$704		\$704
23	BSABS 2001-2 [2]	CES 2001	9.00%	\$331		\$331
24	BSABS 2001-2 [3]	CES 2001	9.00%	\$130		\$130
25	BSABS 2005-AC5 [1]	ALT-A 2005	0.09%	\$9	FGIC	\$9
26	BSABS 2005-AC5 [2]	ALT-A 2005	0.09%	\$3		\$3
27	BSSLT 2007-1 [1]	Second Lien 2007	33.79%	\$322	Ambac	\$322
28	BSSLT 2007-1 [2]	Second Lien 2007	33.79%	\$434	Ambac	\$434
29	BSSLT 2007-1 [3]	Second Lien 2007	33.79%	\$334	Ambac	\$334
30	BSSLT 2007-SV1A [Total]	CES 2007	36.90%	\$7,610	XL - Insurer Exception	\$7,610
31	DBALT 2006-AB2 [Total]	ALT-A 2006	31.18%	\$86,443	Ambac	\$86,443
32	DBALT 2006-AB4 [Total]	ALT-A 2006	48.17%	\$309,438	FSA	\$0
33	DBALT 2006-AR4 [Total]	ALT-A 2006	20.26%	\$671		\$671
34	DBALT 2007-2 [1A]	ALT-A 2007	34.32%	\$63,434		\$63,434
35	DBALT 2007-2 [1F]	ALT-A 2007	34.32%	\$20,633		\$20,633
36	DBALT 2007-2 [2A]	ALT-A 2007	34.32%	\$58,500		\$58,500
37	DBALT 2007-2 [2F]	ALT-A 2007	34.32%	\$53,337		\$53,337
38	DBALT 2007-4 [I]	Pay Option ARM 2007	100.00%	\$40,391	FHLMC (Agency Wrap)	\$40,391
39	DBALT 2007-4 [II]	Pay Option ARM 2007	100.00%	\$38,796	FHLMC (Agency Wrap)	\$38,796
40	DBALT 2007-AB1 [Total]	ALT-A 2007	22.99%	\$76,671		\$76,671

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	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
41	DBALT 2007-AR1 [Total]	ALT-A 2007	73.73%	\$16,624		\$16,624
42	DBALT 2007-AR2 [Total]	ALT-A 2007	91.06%	\$522,571		\$522,571
43	DBALT 2007-BAR1 [A]	ALT-A 2007	83.88%	\$22,051		\$22,051
44	DBALT 2007-BAR1 [F]	ALT-A 2007	83.88%	\$19,552		\$19,552
45	GMACM 2001-HE2 [1AHEL]	CES 2001	100.00%	\$1,343	FGIC	\$1,343
46	GMACM 2001-HE2 [1AHELOC]	CES 2001	100.00%	\$2,503	FGIC	\$2,503
47	GMACM 2001-HE2 [1BHEL]	CES 2001	100.00%	\$1,528	FGIC	\$1,528
48	GMACM 2001-HE2 [1BHELOC]	CES 2001	100.00%	\$2,850	FGIC	\$2,850
49	GMACM 2001-HE2 [2A]	CES 2001	100.00%	\$2,918	FGIC	\$2,918
50	GMACM 2001-HE2 [2B]	CES 2001	100.00%	\$7,109	FGIC	\$7,109
51	GMACM 2001-HE3 [1]	Second Lien 2001	100.00%	\$4,292	FGIC	\$4,292
52	GMACM 2001-HE3 [2]	Second Lien 2001	100.00%	\$4,311	FGIC	\$4,311
53	GMACM 2001-HLT1 [1]	Second Lien 2001	100.00%	\$36,092	AMBAC	\$36,092
54	GMACM 2001-HLT1 [2]	Second Lien 2001	100.00%	\$3,281	AMBAC	\$3,281
55	GMACM 2001-HLT2 [1]	Second Lien 2001	100.00%	\$14,841	Ambac	\$14,841
56	GMACM 2001-HLT2 [2]	Second Lien 2001	100.00%	\$6,889	Ambac	\$6,889
57	GMACM 2002-HE1 [1]	Second Lien 2002	100.00%	\$4,825	FGIC	\$4,825
58	GMACM 2002-HE1 [2]	Second Lien 2002	100.00%	\$7,006	FGIC	\$7,006
59	GMACM 2002-HE1 [3]	Second Lien 2002	100.00%	\$1,021	FGIC	\$1,021
60	GMACM 2002-HE1 [4]	Second Lien 2002	100.00%	\$6,355	FGIC	\$6,355
61	GMACM 2002-HE4 [Total]	Second Lien 2002	100.00%	\$12,315	FGIC	\$12,315
62	GMACM 2002-HLT1 [1]	Second Lien 2002	100.00%	\$24,553	AMBAC	\$24,553
63	GMACM 2002-HLT1 [2]	Second Lien 2002	100.00%	\$2,714	AMBAC	\$2,714
64	GMACM 2003-HE1 [Total]	Second Lien 2003	100.00%	\$34,596	FGIC	\$34,596
65	GMACM 2003-HE2 [Total]	CES 2003	100.00%	\$10,113	FGIC	\$10,113
66	GMACM 2004-HE1 [Total]	Second Lien 2004	100.00%	\$119,636	FGIC	\$119,636
67	GMACM 2004-HE3 [Total]	Second Lien 2004	100.00%	\$65,515	FSA	\$0
68	GMACM 2004-HE4 [Total]	Second Lien 2004	100.00%	\$57,311	MBIA	\$0
69	GMACM 2004-HE5 [Total]	CES 2004	100.00%	\$12,913	FGIC	\$12,913
70	GMACM 2004-HLTV1 [1]	Second Lien 2004	100.00%	\$17,658	FGIC	\$17,658
71	GMACM 2004-VF1 [1]	Second Lien 2004	100.00%	\$23,912	MBIA	\$0
72	GMACM 2004-VF1 [2]	Second Lien 2004	100.00%	\$23,912	MBIA	\$0
73	GMACM 2005-HE1 [Total]	Second Lien 2005	100.00%	\$49,403	FGIC	\$49,403
74	GMACM 2005-HE2 [Total]	CES 2005	100.00%	\$17,561	FGIC	\$17,561
75	GMACM 2005-HE3 [Total]	Second Lien 2005	100.00%	\$25,522	AMBAC	\$25,522
76	GMACM 2006-HE1 [F]	Second Lien 2006	100.00%	\$16,039	FGIC	\$16,039
77	GMACM 2006-HE1 [H]	Second Lien 2006	100.00%	\$25,827	FGIC	\$25,827
78	GMACM 2006-HE2 [Total]	CES 2006	100.00%	\$9,206	FGIC	\$9,206
79	GMACM 2006-HE4 [Total]	Second Lien 2006	100.00%	\$16,009	MBIA	\$0

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	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
80	GMACM 2007-HE1 [Total]	CES 2007	100.00%	\$6,984	MBIA	\$0
81	GMACM 2010-1 [Total]	Subprime 2008	100.00%	\$105,850		\$105,850
82	GMACM 2010-2 [Total]	Subprime 2008	100.00%	\$1,625		\$1,625
83	GPMF 2006-HE1 [F]	Second Lien 2006	100.00%	\$70	XL/CIFG	\$0
84	GPMF 2006-HE1 [H]	Second Lien 2006	100.00%	\$1,267	XL/CIFG	\$0
85	GSR 2007-OA2 [1]	Pay Option ARM 2007	5.00%	\$270		\$270
86	GSR 2007-OA2 [2]	Pay Option ARM 2007	5.00%	\$153		\$153
87	GSRPM 2003-1 [Total]	Subprime 2003	2.50%	\$1,121	Ambac	\$1,121
88	HVMLT 2003-2 [1]	ALT-A 2003	59.98%	\$1,158		\$1,158
89	HVMLT 2003-2 [2]	ALT-A 2003	59.98%	\$2,054		\$2,054
90	HVMLT 2003-2 [3]	ALT-A 2003	59.98%	\$529		\$529
91	HVMLT 2004-1 [1]	Prime 2004	67.73%	\$783		\$783
92	HVMLT 2004-1 [2]	Prime 2004	67.73%	\$623		\$623
93	HVMLT 2004-1 [3]	Prime 2004	67.73%	\$460		\$460
94	HVMLT 2004-1 [4]	Prime 2004	67.73%	\$384		\$384
95	HVMLT 2007-2 [1]	Pay Option ARM 2007	67.20%	\$23,895		\$23,895
96	HVMLT 2007-2 [2]	Pay Option ARM 2007	67.20%	\$65,048	AMBAC	\$65,048
97	IMM 2003-4 [1]	ALT-A 2003	28.57%	\$2,895	AMBAC	\$2,895
98	IMM 2003-4 [2]	ALT-A 2003	28.57%	\$137	AMBAC	\$137
99	IMM 2003-4 [3]	ALT-A 2003	28.57%	\$3,217		\$3,217
100	IMM 2004-6 [1]	ALT-A 2004	8.26%	\$10,911		\$10,911
101	IMM 2004-6 [2]	ALT-A 2004	8.26%	\$1,091	AMBAC	\$1,091
102	IMM 2005-5 [Total]	ALT-A 2005	32.57%	\$105,623	AMBAC	\$105,623
103	IMM 2005-6 [1A]	ALT-A 2005	87.26%	\$323,516	AMBAC	\$323,516
104	IMM 2005-6 [1F]	ALT-A 2005	87.26%	\$50,558	AMBAC	\$50,558
105	IMM 2005-6 [2A]	ALT-A 2005	87.26%	\$48,685		\$48,685
106	IMM 2005-6 [2AS]	ALT-A 2005	87.26%	\$5,913		\$5,913
107	IMM 2005-7 [Total]	ALT-A 2005	4.50%	\$29,377	Ambac	\$29,377
108	IMSA 2005-2 [1]	ALT-A 2005	9.00%	\$4,770	Ambac	\$4,770
109	IMSA 2005-2 [2]	ALT-A 2005	9.00%	\$968	Ambac	\$968
110	IMSA 2006-3 [A]	ALT-A 2006	9.44%	\$76,979	Ambac	\$76,979
111	IMSA 2006-3 [F1]	ALT-A 2006	9.44%	\$14,644	Ambac	\$14,644
112	IMSA 2006-3 [F2]	ALT-A 2006	9.44%	\$3,267	Ambac	\$3,267
113	LMT 2005-1 [1AX]	Prime 2005	0.53%	\$5		\$5
114	LMT 2005-1 [1DISC]	Prime 2005	0.53%	\$3		\$3
115	LMT 2005-1 [1PAX]	Prime 2005	0.53%	\$3		\$3
116	LMT 2005-1 [2AX]	Prime 2005	0.53%	\$6		\$6
117	LMT 2005-1 [2DISC]	Prime 2005	0.53%	\$4		\$4
118	LMT 2005-1 [2PAX]	Prime 2005	0.53%	\$3		\$3

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	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
119	LMT 2005-1 [3]	Prime 2005	0.53%	\$4		\$4
120	LMT 2005-1 [4AX]	Prime 2005	0.53%	\$3		\$3
121	LMT 2005-1 [4PAX]	Prime 2005	0.53%	\$1		\$1
122	LMT 2005-1 [5AX]	Prime 2005	0.53%	\$3		\$3
123	LMT 2005-1 [5DISC]	Prime 2005	0.53%	\$1		\$1
124	LMT 2005-1 [6AX]	Prime 2005	0.53%	\$1		\$1
125	LMT 2005-1 [6DISC]	Prime 2005	0.53%	\$6		\$6
126	LMT 2005-1 [6PAX]	Prime 2005	0.53%	\$1		\$1
127	LUM 2007-2 [1]	ALT-A 2007	18.14%	\$4,689		\$4,689
128	LUM 2007-2 [2]	ALT-A 2007	18.14%	\$1,003		\$1,003
129	LXS 2007-15N [FOUR_OPP]	Pay Option ARM 2007	6.24%	\$5,567	Ambac	\$5,567
130	LXS 2007-15N [FOUR_1YPP]	Pay Option ARM 2007	6.24%	\$9,366	Ambac	\$9,366
131	LXS 2007-15N [FOUR_2YPP]	Pay Option ARM 2007	6.24%	\$1,220	Ambac	\$1,220
132	LXS 2007-15N [FOUR_3YPP]	Pay Option ARM 2007	6.24%	\$17,937	Ambac	\$17,937
133	LXS 2007-15N [ONE]	Pay Option ARM 2007	6.24%	\$8,091		\$8,091
134	LXS 2007-15N [ONE_C]	Pay Option ARM 2007	6.24%	\$8,341		\$8,341
135	LXS 2007-15N [THREE_OPP]	Pay Option ARM 2007	6.24%	\$2,465	Ambac	\$2,465
136	LXS 2007-15N [THREE_1YPP]	Pay Option ARM 2007	6.24%	\$4,554	Ambac	\$4,554
137	LXS 2007-15N [THREE_2YPP]	Pay Option ARM 2007	6.24%	\$740	Ambac	\$740
138	LXS 2007-15N [THREE_3YPP]	Pay Option ARM 2007	6.24%	\$12,608	Ambac	\$12,608
139	LXS 2007-15N [TWO]	Pay Option ARM 2007	6.24%	\$20,517		\$20,517
140	MANA 2007-AF1 [1]	ALT-A 2007	0.03%	\$54		\$54
141	MANA 2007-AF1 [2]	ALT-A 2007	0.03%	\$2		\$2
142	MANA 2007-AF1 [3]	ALT-A 2007	0.03%	\$35		\$35
143	MHL 2004-1 [Total]	ALT-A 2004	100.00%	\$61,400		\$61,400
144	MHL 2004-2 [Total]	ALT-A 2004	100.00%	\$49,797		\$49,797
145	MHL 2005-1 [1]	ALT-A 2005	100.00%	\$74,308		\$74,308
146	MHL 2005-1 [2]	ALT-A 2005	100.00%	\$11,255		\$11,255
147	MHL 2005-2 [1]	ALT-A 2005	100.00%	\$65,041		\$65,041
148	MHL 2005-2 [2]	ALT-A 2005	100.00%	\$7,668		\$7,668
149	MHL 2005-3 [Total]	ALT-A 2005	100.00%	\$123,091		\$123,091
150	MHL 2005-4 [Total]	ALT-A 2005	100.00%	\$164,351		\$164,351
151	MHL 2005-5 [Total]	ALT-A 2005	100.00%	\$231,909		\$231,909
152	MHL 2005-AR1 [Total]	Pay Option ARM 2005	100.00%	\$112,561		\$112,561
153	MHL 2006-1 [1A1]	ALT-A 2006	100.00%	\$63,122		\$63,122
154	MHL 2006-1 [1A2]	ALT-A 2006	100.00%	\$99,845		\$99,845
155	MHL 2006-1 [TWO]	ALT-A 2006	100.00%	\$85,816		\$85,816
156	MHL 2007-2 [Total]	Prime 2007	23.04%	\$813		\$813
157	MSM 2005-10 [1]	Prime 2005	100.00%	\$152		\$152

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
158	MSM 2005-10 [2]	Prime 2005	100.00%	\$19		\$19
159	MSM 2005-10 [3]	Prime 2005	100.00%	\$34		\$34
160	MSM 2005-10 [4]	Prime 2005	100.00%	\$93		\$93
161	MSM 2005-11AR [1]	ALT-A 2005	15.31%	\$1,165		\$1,165
162	MSM 2005-11AR [2]	ALT-A 2005	15.31%	\$587		\$587
163	MSM 2005-3AR [1]	ALT-A 2005	15.31%	\$171		\$171
164	MSM 2005-3AR [2]	ALT-A 2005	15.31%	\$219		\$219
165	MSM 2005-3AR [3]	ALT-A 2005	15.31%	\$133		\$133
166	MSM 2005-3AR [4]	ALT-A 2005	15.31%	\$42		\$42
167	MSM 2005-3AR [5]	ALT-A 2005	15.31%	\$30		\$30
168	MSM 2005-5AR [1A]	ALT-A 2005	15.31%	\$1,288		\$1,288
169	MSM 2005-5AR [1F]	ALT-A 2005	15.31%	\$778		\$778
170	MSM 2005-5AR [2]	ALT-A 2005	15.31%	\$337		\$337
171	MSM 2005-5AR [3]	ALT-A 2005	15.31%	\$300		\$300
172	MSM 2005-5AR [4]	ALT-A 2005	15.31%	\$352		\$352
173	MSM 2005-6AR [11A]	ALT-A 2005	15.31%	\$388		\$388
174	MSM 2005-6AR [11F]	ALT-A 2005	15.31%	\$249		\$249
175	MSM 2005-6AR [2]	ALT-A 2005	15.31%	\$132		\$132
176	MSM 2005-6AR [3]	ALT-A 2005	15.31%	\$152		\$152
177	MSM 2005-6AR [4]	ALT-A 2005	15.31%	\$45		\$45
178	MSM 2005-6AR [5]	ALT-A 2005	15.31%	\$283		\$283
179	MSM 2005-6AR [6]	ALT-A 2005	15.31%	\$67		\$67
180	MSM 2005-7 [1]	Prime 2005	6.25%	\$3		\$3
181	MSM 2005-7 [2]	Prime 2005	6.25%	\$3		\$3
182	MSM 2005-7 [3]	Prime 2005	6.25%	\$12		\$12
183	MSM 2005-7 [4]	Prime 2005	6.25%	\$8		\$8
184	MSM 2005-7 [5]	Prime 2005	6.25%	\$2		\$2
185	MSM 2005-7 [6]	Prime 2005	6.25%	\$19		\$19
186	MSM 2005-7 [7]	Prime 2005	6.25%	\$20		\$20
187	MSM 2005-9AR [1A]	ALT-A 2005	15.31%	\$164		\$164
188	MSM 2005-9AR [1F]	ALT-A 2005	15.31%	\$89		\$89
189	MSM 2005-9AR [2]	ALT-A 2005	15.31%	\$123		\$123
190	MSM 2005-9AR [3]	ALT-A 2005	15.31%	\$33		\$33
191	MSM 2006-11 [1]	ALT-A 2006	10.93%	\$30		\$30
192	MSM 2006-11 [2]	ALT-A 2006	10.93%	\$19		\$19
193	MSM 2006-11 [3]	ALT-A 2006	10.93%	\$14		\$14
194	MSM 2006-12XS [Total]	ALT-A 2006	10.93%	\$306		\$306
195	MSM 2006-15XS [Total]	ALT-A 2006	10.93%	\$5,097	MBIA	\$0
196	MSM 2006-17XS [Total]	ALT-A 2006	10.93%	\$3,914	MBIA	\$0

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
197	MSM 2006-1AR [1A]	ALT-A 2006	10.93%	\$3,054		\$3,054
198	MSM 2006-1AR [1F]	ALT-A 2006	10.93%	\$1,505		\$1,505
199	MSM 2006-1AR [2]	ALT-A 2006	10.93%	\$655		\$655
200	MSM 2006-1AR [3]	ALT-A 2006	10.93%	\$364		\$364
201	MSM 2006-1AR [4]	ALT-A 2006	10.93%	\$376		\$376
202	MSM 2006-7 [1]	ALT-A 2006	10.93%	\$26		\$26
203	MSM 2006-7 [2]	ALT-A 2006	10.93%	\$102		\$102
204	MSM 2006-7 [3]	ALT-A 2006	10.93%	\$58		\$58
205	MSM 2006-7 [4]	ALT-A 2006	10.93%	\$77		\$77
206	MSM 2007-1XS [1]	ALT-A 2007	18.19%	\$527		\$527
207	MSM 2007-1XS [2]	ALT-A 2007	18.19%	\$1,107		\$1,107
208	MSM 2007-2AX [1]	ALT-A 2007	18.19%	\$2,717		\$2,717
209	MSM 2007-2AX [2]	ALT-A 2007	18.19%	\$7,735		\$7,735
210	MSM 2007-3XS [1]	ALT-A 2007	18.19%	\$1,222		\$1,222
211	MSM 2007-3XS [2]	ALT-A 2007	18.19%	\$2,850		\$2,850
212	MSM 2007-6XS [1]	ALT-A 2007	18.19%	\$886		\$886
213	MSM 2007-6XS [2]	ALT-A 2007	18.19%	\$1,087		\$1,087
214	MSM 2007-7AX [1]	ALT-A 2007	18.19%	\$4,333		\$4,333
215	MSM 2007-7AX [2]	ALT-A 2007	18.19%	\$21,285		\$21,285
216	MSM 2007-8XS [Total]	ALT-A 2007	18.19%	\$6,310	MBIA	\$0
217	NAA 2004-AP3 [Total]	ALT-A 2004	40.74%	\$21,150	Ambac	\$21,150
218	NAA 2005-AR3 [1]	ALT-A 2005	100.00%	\$20,682		\$20,682
219	NAA 2005-AR3 [2]	ALT-A 2005	100.00%	\$5,982		\$5,982
220	NAA 2005-AR3 [3]	ALT-A 2005	100.00%	\$10,426		\$10,426
221	NAA 2005-AR4 [1]	ALT-A 2005	100.00%	\$1,790		\$1,790
222	NAA 2005-AR4 [2]	ALT-A 2005	100.00%	\$1,387		\$1,387
223	NAA 2005-AR4 [3]	ALT-A 2005	100.00%	\$6,044		\$6,044
224	NAA 2005-AR4 [4]	ALT-A 2005	100.00%	\$5,816		\$5,816
225	NAA 2005-AR4 [5]	ALT-A 2005	100.00%	\$12,353		\$12,353
226	NAA 2005-AR5 [1]	ALT-A 2005	100.00%	\$6,555		\$6,555
227	NAA 2005-AR5 [2]	ALT-A 2005	100.00%	\$14,768		\$14,768
228	NAA 2005-AR5 [3]	ALT-A 2005	100.00%	\$54,530		\$54,530
229	NAA 2005-AR6 [136]	ALT-A 2005	100.00%	\$855		\$855
230	NAA 2005-AR6 [260]	ALT-A 2005	100.00%	\$1,043		\$1,043
231	NAA 2005-AR6 [360]	ALT-A 2005	100.00%	\$970		\$970
232	NAA 2005-AR6 [41]	ALT-A 2005	100.00%	\$97		\$97
233	NAA 2005-AR6 [412]	ALT-A 2005	100.00%	\$305		\$305
234	NAA 2005-AR6 [424]	ALT-A 2005	100.00%	\$2,944		\$2,944
235	NAA 2005-AR6 [436]	ALT-A 2005	100.00%	\$555		\$555

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
236	NAA 2005-AR6 [46]	ALT-A 2005	100.00%	\$868		\$868
237	NAA 2005-AR6 [460]	ALT-A 2005	100.00%	\$324		\$324
238	NAA 2006-AF1 [I]	ALT-A 2006	100.00%	\$5,653		\$5,653
239	NAA 2006-AF1 [II]	ALT-A 2006	100.00%	\$324		\$324
240	NAA 2006-AF1 [III]	ALT-A 2006	100.00%	\$2,235		\$2,235
241	NAA 2006-AF1 [IV]	ALT-A 2006	100.00%	\$653		\$653
242	NAA 2006-AF1 [V]	ALT-A 2006	100.00%	\$392		\$392
243	NAA 2006-AF2 [1]	ALT-A 2006	98.04%	\$2,245		\$2,245
244	NAA 2006-AF2 [2]	ALT-A 2006	98.04%	\$178		\$178
245	NAA 2006-AF2 [3]	ALT-A 2006	98.04%	\$832		\$832
246	NAA 2006-AF2 [4]	ALT-A 2006	98.04%	\$221		\$221
247	NAA 2006-AF2 [5]	ALT-A 2006	98.04%	\$1,236		\$1,236
248	NAA 2006-AP1 [Total]	ALT-A 2006	100.00%	\$3,284		\$3,284
249	NAA 2006-AR1 [1]	ALT-A 2006	100.00%	\$348		\$348
250	NAA 2006-AR1 [2]	ALT-A 2006	100.00%	\$1,168		\$1,168
251	NAA 2006-AR1 [3]	ALT-A 2006	100.00%	\$289		\$289
252	NAA 2006-AR1 [4]	ALT-A 2006	100.00%	\$193		\$193
253	NAA 2006-AR1 [5]	ALT-A 2006	100.00%	\$2,477		\$2,477
254	NAA 2006-AR2 [1]	ALT-A 2006	100.00%	\$399		\$399
255	NAA 2006-AR2 [2]	ALT-A 2006	100.00%	\$1,578		\$1,578
256	NAA 2006-AR2 [3]	ALT-A 2006	100.00%	\$2,515		\$2,515
257	NAA 2006-S3 [Total]	CES 2006	5.00%	\$2		\$2
258	NAA 2006-S4 [Total]	CES 2006	78.04%	\$206		\$206
259	NAA 2006-S5 [Total]	CES 2006	5.00%	\$57		\$57
260	NAA 2007-3 [Total]	ALT-A 2007	100.00%	\$353,099	Ambac	\$353,099
261	NAA 2007-S1 [Total]	CES 2007	5.00%	\$71		\$71
262	NHELI 2006-AF1 [Total]	Subprime 2006	99.56%	\$5,884		\$5,884
263	PFCA 2002-IFC1 [Total]	Subprime 2002	4.50%	\$133	Ambac	\$133
264	PFCA 2002-IFC2 [Total]	Subprime 2002	4.50%	\$95	Ambac	\$95
265	PFCA 2003-IFC4 [Total]	Subprime 2003	4.50%	\$110	Ambac	\$110
266	PFCA 2003-IFC5 [Total]	Subprime 2003	4.50%	\$146	Ambac	\$146
267	PFCA 2003-IFC6 [Total]	Subprime 2003	4.50%	\$268	Ambac	\$268
268	SACO 2006-8 [Total]	Second Lien 2006	72.68%	\$4,852	Ambac	\$4,852
269	SARM 2004-4 [1AX]	ALT-A 2004	0.06%	\$3		\$3
270	SARM 2004-4 [1PAX]	ALT-A 2004	0.06%	\$2		\$2
271	SARM 2004-4 [2AX]	ALT-A 2004	0.06%	\$4		\$4
272	SARM 2004-4 [2PAX]	ALT-A 2004	0.06%	\$2		\$2
273	SARM 2004-4 [3AX]	ALT-A 2004	0.06%	\$14		\$14
274	SARM 2004-4 [3PAX]	ALT-A 2004	0.06%	\$6		\$6

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	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
275	SARM 2004-4 [4AX]	ALT-A 2004	0.06%	\$1		\$1
276	SARM 2004-4 [4PAX]	ALT-A 2004	0.06%	\$1		\$1
277	SARM 2004-4 [5AX]	ALT-A 2004	0.06%	\$1		\$1
278	SARM 2004-4 [5PAX]	ALT-A 2004	0.06%	\$0		\$0
279	STAC 2007-1 [Total]	\$ 2,007	2.50%	\$272	XL Capital	\$0
280	SVHE 2007-1 [1A]	Subprime 2007	7.61%	\$366		\$366
281	SVHE 2007-1 [1F]	Subprime 2007	7.61%	\$168		\$168
282	SVHE 2007-1 [2A]	Subprime 2007	7.61%	\$307		\$307
283	SVHE 2007-1 [2F]	Subprime 2007	7.61%	\$345		\$345
284	TMTS 2006-4SL [F]	Second Lien 2006	100.00%	\$22,408	AMBAC	\$22,408
285	TMTS 2006-4SL [H]	Second Lien 2006	100.00%	\$3,180	AMBAC	\$3,180
286	TMTS 2006-6 [1F]	Second Lien 2006	100.00%	\$25,153	AMBAC	\$25,153
287	TMTS 2006-6 [1H]	Second Lien 2006	100.00%	\$3,935	AMBAC	\$3,935
288	TMTS 2006-6 [2F]	Second Lien 2006	100.00%	\$3,170		\$3,170
289	TMTS 2006-6 [2H]	Second Lien 2006	100.00%	\$62		\$62
290				\$4,883,119		\$4,361,722

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	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
2	BSSLT 2007-SV1A [Total]	CES 2007	36.90%	\$7,610	XL - Insurer Exception	\$7,610
3	DBALT 2006-AR4 [Total]	ALT-A 2006	20.26%	\$671		\$671
4	DBALT 2007-OA1 [Total]	Pay Option ARM 2007	60.86%	\$21,218		\$21,218
5	GSRPM 2003-1 [Total]	Subprime 2003	2.50%	\$1,121	Ambac	\$1,121
6	HVMLT 2007-2 [1]	Pay Option ARM 2007	10.28%	\$3,655		\$3,655
7	HVMLT 2007-2 [2]	Pay Option ARM 2007	10.28%	\$9,951	AMBAC	\$9,951
8	IMM 2003-4 [1]	ALT-A 2003	28.57%	\$2,895	AMBAC	\$2,895
9	IMM 2003-4 [2]	ALT-A 2003	28.57%	\$137	AMBAC	\$137
10	IMM 2003-4 [3]	ALT-A 2003	28.57%	\$3,217		\$3,217
11	IMM 2005-5 [Total]	ALT-A 2005	32.57%	\$105,623	AMBAC	\$105,623
12	IMM 2005-7 [Total]	ALT-A 2005	4.50%	\$29,377	Ambac	\$29,377
13	IMSA 2006-3 [A]	ALT-A 2006	9.44%	\$76,979	Ambac	\$76,979
14	IMSA 2006-3 [F1]	ALT-A 2006	9.44%	\$14,644	Ambac	\$14,644
15	IMSA 2006-3 [F2]	ALT-A 2006	9.44%	\$3,267	Ambac	\$3,267
16	LMT 2005-1 [1AX]	Prime 2005	0.53%	\$5		\$5
17	LMT 2005-1 [1DISC]	Prime 2005	0.53%	\$3		\$3
18	LMT 2005-1 [1PAX]	Prime 2005	0.53%	\$3		\$3
19	LMT 2005-1 [2AX]	Prime 2005	0.53%	\$6		\$6
20	LMT 2005-1 [2DISC]	Prime 2005	0.53%	\$4		\$4
21	LMT 2005-1 [2PAX]	Prime 2005	0.53%	\$3		\$3
22	LMT 2005-1 [3]	Prime 2005	0.53%	\$4		\$4
23	LMT 2005-1 [4AX]	Prime 2005	0.53%	\$3		\$3
24	LMT 2005-1 [4PAX]	Prime 2005	0.53%	\$1		\$1
25	LMT 2005-1 [5AX]	Prime 2005	0.53%	\$3		\$3
26	LMT 2005-1 [5DISC]	Prime 2005	0.53%	\$1		\$1
27	LMT 2005-1 [6AX]	Prime 2005	0.53%	\$1		\$1
28	LMT 2005-1 [6DISC]	Prime 2005	0.53%	\$6		\$6
29	LMT 2005-1 [6PAX]	Prime 2005	0.53%	\$1		\$1
30	LUM 2006-6 [Total]	Pay Option ARM 2006	77.66%	\$31,606		\$31,606
31	LUM 2007-2 [1]	ALT-A 2007	18.14%	\$4,689		\$4,689
32	LUM 2007-2 [2]	ALT-A 2007	18.14%	\$1,003		\$1,003
33	LXS 2007-12N [1]	Pay Option ARM 2007	2.73%	\$258		\$258
34	LXS 2007-12N [2]	Pay Option ARM 2007	2.73%	\$138		\$138
35	LXS 2007-12N [3]	Pay Option ARM 2007	2.73%	\$73		\$73
36	LXS 2007-15N [FOUR_OPP]	Pay Option ARM 2007	15.50%	\$13,832	Ambac	\$13,832
37	LXS 2007-15N [FOUR_1YPP]	Pay Option ARM 2007	15.50%	\$23,270	Ambac	\$23,270
38	LXS 2007-15N [FOUR_2YPP]	Pay Option ARM 2007	15.50%	\$3,030	Ambac	\$3,030
39	LXS 2007-15N [FOUR_3YPP]	Pay Option ARM 2007	15.50%	\$44,565	Ambac	\$44,565
40	LXS 2007-15N [ONE]	Pay Option ARM 2007	15.50%	\$20,102		\$20,102
41	LXS 2007-15N [ONE_C]	Pay Option ARM 2007	15.50%	\$20,724		\$20,724
42	LXS 2007-15N [THREE_OPP]	Pay Option ARM 2007	15.50%	\$6,125	Ambac	\$6,125

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	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
43	LXS 2007-15N [THREE_1YPP]	Pay Option ARM 2007	15.50%	\$11,315	Ambac	\$11,315
44	LXS 2007-15N [THREE_2YPP]	Pay Option ARM 2007	15.50%	\$1,838	Ambac	\$1,838
45	LXS 2007-15N [THREE_3YPP]	Pay Option ARM 2007	15.50%	\$31,324	Ambac	\$31,324
46	LXS 2007-15N [TWO]	Pay Option ARM 2007	15.50%	\$50,976		\$50,976
47	LXS 2007-2N [1_A1]	Pay Option ARM 2007	35.47%	\$18		\$18
48	LXS 2007-2N [1_A2]	Pay Option ARM 2007	35.47%	\$49		\$49
49	LXS 2007-2N [1_A3]	Pay Option ARM 2007	35.47%	\$5		\$5
50	LXS 2007-2N [1_A4]	Pay Option ARM 2007	35.47%	\$1,420		\$1,420
51	LXS 2007-2N [2_A4]	Pay Option ARM 2007	35.47%	\$1,892		\$1,892
52	LXS 2007-2N [3_A1]	Pay Option ARM 2007	35.47%	\$260		\$260
53	LXS 2007-2N [3_A2]	Pay Option ARM 2007	35.47%	\$575		\$575
54	LXS 2007-2N [3_A3]	Pay Option ARM 2007	35.47%	\$81		\$81
55	LXS 2007-2N [3_A4]	Pay Option ARM 2007	35.47%	\$1,713		\$1,713
56	LXS 2007-4N [1A1]	Pay Option ARM 2007	14.62%	\$294		\$294
57	LXS 2007-4N [1A2]	Pay Option ARM 2007	14.62%	\$854		\$854
58	LXS 2007-4N [1A3]	Pay Option ARM 2007	14.62%	\$102		\$102
59	LXS 2007-4N [2A2]	Pay Option ARM 2007	14.62%	\$476		\$476
60	LXS 2007-4N [2A3]	Pay Option ARM 2007	14.62%	\$93		\$93
61	LXS 2007-4N [2A4]	Pay Option ARM 2007	14.62%	\$1,086		\$1,086
62	LXS 2007-4N [3A4]	Pay Option ARM 2007	14.62%	\$1,111		\$1,111
63	MANA 2007-OAR4 [Total]	Pay Option ARM 2007	63.96%	\$14,370		\$14,370
64	MHL 2007-2 [Total]	Prime 2007	23.04%	\$813		\$813
65	MSM 2005-11AR [1]	ALT-A 2005	15.31%	\$1,165		\$1,165
66	MSM 2005-11AR [2]	ALT-A 2005	15.31%	\$587		\$587
67	MSM 2005-3AR [1]	ALT-A 2005	15.31%	\$171		\$171
68	MSM 2005-3AR [2]	ALT-A 2005	15.31%	\$219		\$219
69	MSM 2005-3AR [3]	ALT-A 2005	15.31%	\$133		\$133
70	MSM 2005-3AR [4]	ALT-A 2005	15.31%	\$42		\$42
71	MSM 2005-3AR [5]	ALT-A 2005	15.31%	\$30		\$30
72	MSM 2005-5AR [1A]	ALT-A 2005	15.31%	\$1,288		\$1,288
73	MSM 2005-5AR [1F]	ALT-A 2005	15.31%	\$778		\$778
74	MSM 2005-5AR [2]	ALT-A 2005	15.31%	\$337		\$337
75	MSM 2005-5AR [3]	ALT-A 2005	15.31%	\$300		\$300
76	MSM 2005-5AR [4]	ALT-A 2005	15.31%	\$352		\$352
77	MSM 2005-6AR [11A]	ALT-A 2005	15.31%	\$388		\$388
78	MSM 2005-6AR [11F]	ALT-A 2005	15.31%	\$249		\$249
79	MSM 2005-6AR [2]	ALT-A 2005	15.31%	\$132		\$132
80	MSM 2005-6AR [3]	ALT-A 2005	15.31%	\$152		\$152
81	MSM 2005-6AR [4]	ALT-A 2005	15.31%	\$45		\$45
82	MSM 2005-6AR [5]	ALT-A 2005	15.31%	\$283		\$283
83	MSM 2005-6AR [6]	ALT-A 2005	15.31%	\$67		\$67

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	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
84	MSM 2005-7 [1]	Prime 2005	6.25%	\$3		\$3
85	MSM 2005-7 [2]	Prime 2005	6.25%	\$3		\$3
86	MSM 2005-7 [3]	Prime 2005	6.25%	\$12		\$12
87	MSM 2005-7 [4]	Prime 2005	6.25%	\$8		\$8
88	MSM 2005-7 [5]	Prime 2005	6.25%	\$2		\$2
89	MSM 2005-7 [6]	Prime 2005	6.25%	\$19		\$19
90	MSM 2005-7 [7]	Prime 2005	6.25%	\$20		\$20
91	MSM 2005-9AR [1A]	ALT-A 2005	15.31%	\$164		\$164
92	MSM 2005-9AR [1F]	ALT-A 2005	15.31%	\$89		\$89
93	MSM 2005-9AR [2]	ALT-A 2005	15.31%	\$123		\$123
94	MSM 2005-9AR [3]	ALT-A 2005	15.31%	\$33		\$33
95	MSM 2006-11 [1]	ALT-A 2006	10.93%	\$30		\$30
96	MSM 2006-11 [2]	ALT-A 2006	10.93%	\$19		\$19
97	MSM 2006-11 [3]	ALT-A 2006	10.93%	\$14		\$14
98	MSM 2006-12XS [Total]	ALT-A 2006	10.93%	\$306		\$306
99	MSM 2006-15XS [Total]	ALT-A 2006	10.93%	\$5,097	MBIA	\$0
100	MSM 2006-17XS [Total]	ALT-A 2006	10.93%	\$3,914	MBIA	\$0
101	MSM 2006-1AR [1A]	ALT-A 2006	10.93%	\$3,054		\$3,054
102	MSM 2006-1AR [1F]	ALT-A 2006	10.93%	\$1,505		\$1,505
103	MSM 2006-1AR [2]	ALT-A 2006	10.93%	\$655		\$655
104	MSM 2006-1AR [3]	ALT-A 2006	10.93%	\$364		\$364
105	MSM 2006-1AR [4]	ALT-A 2006	10.93%	\$376		\$376
106	MSM 2006-7 [1]	ALT-A 2006	10.93%	\$26		\$26
107	MSM 2006-7 [2]	ALT-A 2006	10.93%	\$102		\$102
108	MSM 2006-7 [3]	ALT-A 2006	10.93%	\$58		\$58
109	MSM 2006-7 [4]	ALT-A 2006	10.93%	\$77		\$77
110	MSM 2007-1XS [1]	ALT-A 2007	18.19%	\$527		\$527
111	MSM 2007-1XS [2]	ALT-A 2007	18.19%	\$1,107		\$1,107
112	MSM 2007-2AX [1]	ALT-A 2007	18.19%	\$2,717		\$2,717
113	MSM 2007-2AX [2]	ALT-A 2007	18.19%	\$7,735		\$7,735
114	MSM 2007-3XS [1]	ALT-A 2007	18.19%	\$1,222		\$1,222
115	MSM 2007-3XS [2]	ALT-A 2007	18.19%	\$2,850		\$2,850
116	MSM 2007-6XS [1]	ALT-A 2007	18.19%	\$886		\$886
117	MSM 2007-6XS [2]	ALT-A 2007	18.19%	\$1,087		\$1,087
118	MSM 2007-7AX [1]	ALT-A 2007	18.19%	\$4,333		\$4,333
119	MSM 2007-7AX [2]	ALT-A 2007	18.19%	\$21,285		\$21,285
120	MSM 2007-8XS [Total]	ALT-A 2007	18.19%	\$6,310	MBIA	\$0
121	PFCA 2002-IFC1 [Total]	Subprime 2002	4.50%	\$133	Ambac	\$133
122	PFCA 2002-IFC2 [Total]	Subprime 2002	4.50%	\$95	Ambac	\$95
123	PFCA 2003-IFC4 [Total]	Subprime 2003	4.50%	\$110	Ambac	\$110
124	PFCA 2003-IFC5 [Total]	Subprime 2003	4.50%	\$146	Ambac	\$146

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	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
125	PFCA 2003-IFC6 [Total]	Subprime 2003	4.50%	\$268	Ambac	\$268
126	RALI 2006-QH1 [Total]	Pay Option Arm 2006	100.00%	\$14,921	Ambac	\$14,921
127	RALI 2006-QO1 [1]	Pay Option Arm 2006	100.00%	\$7,918		\$7,918
128	RALI 2006-QO1 [2]	Pay Option Arm 2006	100.00%	\$16,057		\$16,057
129	RALI 2006-QO1 [3]	Pay Option Arm 2006	100.00%	\$40,320		\$40,320
130	RALI 2006-QO10 [1]	Pay Option Arm 2006	100.00%	\$43,286		\$43,286
131	RALI 2006-QO10 [2]	Pay Option Arm 2006	100.00%	\$13,628		\$13,628
132	RALI 2006-QO2 [Total]	Pay Option Arm 2006	100.00%	\$45,747		\$45,747
133	RALI 2006-QO3 [Total]	Pay Option Arm 2006	100.00%	\$45,447		\$45,447
134	RALI 2006-QO4 [1]	Pay Option Arm 2006	100.00%	\$34,617	XL	\$0
135	RALI 2006-QO4 [2]	Pay Option Arm 2006	100.00%	\$31,540	XL	\$0
136	RALI 2006-QO5 [1]	Pay Option Arm 2006	100.00%	\$30,223		\$30,223
137	RALI 2006-QO5 [2]	Pay Option Arm 2006	100.00%	\$33,300		\$33,300
138	RALI 2006-QO5 [3]	Pay Option Arm 2006	100.00%	\$19,463		\$19,463
139	RALI 2006-QO6 [Total]	Pay Option Arm 2006	100.00%	\$97,257		\$97,257
140	RALI 2006-QO7 [1]	Pay Option Arm 2006	100.00%	\$44,405		\$44,405
141	RALI 2006-QO7 [2]	Pay Option Arm 2006	100.00%	\$32,312		\$32,312
142	RALI 2006-QO7 [3_PP_0YR]	Pay Option Arm 2006	100.00%	\$14,028		\$14,028
143	RALI 2006-QO7 [3_PP_1YR]	Pay Option Arm 2006	100.00%	\$17,534		\$17,534
144	RALI 2006-QO7 [3_PP_3YR]	Pay Option Arm 2006	100.00%	\$440		\$440
145	RALI 2006-QO8 [1NO_PP]	Pay Option Arm 2006	100.00%	\$8,739		\$8,739
146	RALI 2006-QO8 [1PP_1YR]	Pay Option Arm 2006	100.00%	\$17,415		\$17,415
147	RALI 2006-QO8 [1PP_3YR]	Pay Option Arm 2006	100.00%	\$30,833		\$30,833
148	RALI 2006-QO8 [2PP_3YR]	Pay Option Arm 2006	100.00%	\$30,119		\$30,119
149	RALI 2006-QO9 [1NO_PP]	Pay Option Arm 2006	100.00%	\$5,124		\$5,124
150	RALI 2006-QO9 [1PP_1YR]	Pay Option Arm 2006	100.00%	\$10,223		\$10,223
151	RALI 2006-QO9 [1PP_23YR]	Pay Option Arm 2006	100.00%	\$14		\$14
152	RALI 2006-QO9 [1PP_3YR]	Pay Option Arm 2006	100.00%	\$18,051		\$18,051
153	RALI 2006-QO9 [2PP_3YR]	Pay Option Arm 2006	100.00%	\$17,779		\$17,779
154	RALI 2007-QH1 [Total]	ALT-A 2007	100.00%	\$20,856		\$20,856
155	RALI 2007-QH2 [Total]	ALT-A 2007	100.00%	\$14,115		\$14,115
156	RALI 2007-QH3 [Total]	ALT-A 2007	100.00%	\$13,235		\$13,235
157	RALI 2007-QH4 [Total]	ALT-A 2007	100.00%	\$10,545		\$10,545
158	RALI 2007-QH5 [1]	ALT-A 2007	100.00%	\$11,485		\$11,485
159	RALI 2007-QH5 [2]	ALT-A 2007	100.00%	\$5,050		\$5,050
160	RALI 2007-QH6 [Total]	ALT-A 2007	100.00%	\$15,940		\$15,940
161	RALI 2007-QH7 [1]	ALT-A 2007	100.00%	\$4,537		\$4,537
162	RALI 2007-QH7 [2]	ALT-A 2007	100.00%	\$2,833		\$2,833
163	RALI 2007-QH8 [Total]	ALT-A 2007	100.00%	\$14,767		\$14,767
164	RALI 2007-QH9 [Total]	ALT-A 2007	100.00%	\$12,958		\$12,958
165	RALI 2007-QO1 [Total]	Pay Option Arm 2007	100.00%	\$36,246		\$36,246

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	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
166	RALI 2007-Q02 [Total]	Pay Option Arm 2007	100.00%	\$29,382		\$29,382
167	RALI 2007-Q03 [Total]	Pay Option Arm 2007	100.00%	\$10,708		\$10,708
168	RALI 2007-Q04 [1YPP]	Pay Option Arm 2007	100.00%	\$4,309		\$4,309
169	RALI 2007-Q04 [3YPP]	Pay Option Arm 2007	100.00%	\$14,682		\$14,682
170	RALI 2007-Q04 [NOPP]	Pay Option Arm 2007	100.00%	\$2,810		\$2,810
171	RALI 2007-Q05 [Total]	Pay Option Arm 2007	100.00%	\$8,360		\$8,360
172	RAMP 2001-RS1 [1]	Subprime 2001	100.00%	\$51,054	AMBAC	\$51,054
173	RAMP 2001-RS1 [2]	Subprime 2001	100.00%	\$24,366	AMBAC	\$24,366
174	RAMP 2001-RS3 [1]	Subprime 2001	100.00%	\$70,395	AMBAC	\$70,395
175	RAMP 2001-RS3 [2]	Subprime 2001	100.00%	\$27,695	AMBAC	\$27,695
176	RAMP 2002-RS1 [1]	Subprime 2002	100.00%	\$66,834	AMBAC - Insurer Exception	\$66,834
177	RAMP 2002-RS1 [2]	Subprime 2002	100.00%	\$14,130		\$14,130
178	RAMP 2002-RS4 [1]	Subprime 2002	100.00%	\$56,645	AMBAC	\$56,645
179	RAMP 2002-RS4 [2]	Subprime 2002	100.00%	\$27,910	AMBAC	\$27,910
180	RAMP 2002-RS5 [1]	Subprime 2002	100.00%	\$58,952	Ambac	\$58,952
181	RAMP 2002-RS5 [2]	Subprime 2002	100.00%	\$22,943	Ambac	\$22,943
182	RAMP 2002-RS6 [1]	Subprime 2002	100.00%	\$85,854	Ambac	\$85,854
183	RAMP 2002-RS6 [2]	Subprime 2002	100.00%	\$35,764	Ambac	\$35,764
184	RAMP 2002-RS7 [Total]	Subprime 2003	100.00%	\$43,776	Ambac	\$43,776
185	RAMP 2002-RZ4 [Total]	Subprime 2002	100.00%	\$66,238	Ambac	\$66,238
186	RAMP 2003-RS1 [1]	Subprime 2003	100.00%	\$61,843		\$61,843
187	RAMP 2003-RS1 [2]	Subprime 2003	100.00%	\$82,457	Ambac	\$82,457
188	RAMP 2003-RS11 [1]	Subprime 2003	100.00%	\$175,913	AMBAC - Insurer Exception	\$175,913
189	RAMP 2003-RS11 [2A]	Subprime 2003	100.00%	\$146,616		\$146,616
190	RAMP 2003-RS11 [2B]	Subprime 2003	100.00%	\$58,436		\$58,436
191	RAMP 2003-RS2 [1]	Subprime 2003	100.00%	\$137,950	AMBAC	\$137,950
192	RAMP 2003-RS2 [2]	Subprime 2003	100.00%	\$137,950	AMBAC	\$137,950
193	RAMP 2003-RS3 [1]	Subprime 2003	100.00%	\$79,732	AMBAC	\$79,732
194	RAMP 2003-RS3 [2]	Subprime 2003	100.00%	\$146,176	AMBAC	\$146,176
195	RAMP 2003-RS4 [1]	Subprime 2003	100.00%	\$117,291	AMBAC	\$117,291
196	RAMP 2003-RS4 [2A]	Subprime 2003	100.00%	\$93,833	AMBAC	\$93,833
197	RAMP 2003-RS4 [2B]	Subprime 2003	100.00%	\$50,435	AMBAC	\$50,435
198	RAMP 2003-RS5 [1]	Subprime 2003	100.00%	\$140,357	Ambac	\$140,357
199	RAMP 2003-RS5 [2A]	Subprime 2003	100.00%	\$67,326	Ambac	\$67,326
200	RAMP 2003-RS5 [2B]	Subprime 2003	100.00%	\$43,362	Ambac	\$43,362
201	RAMP 2003-RS6 [1]	Subprime 2003	100.00%	\$123,476	Ambac	\$123,476
202	RAMP 2003-RS6 [2A]	Subprime 2003	100.00%	\$67,351	Ambac	\$67,351
203	RAMP 2003-RS6 [2B]	Subprime 2003	100.00%	\$33,675	Ambac	\$33,675
204	RAMP 2003-RS8 [1]	Subprime 2003	100.00%	\$146,139	Ambac - Insurer Exception	\$146,139
205	RAMP 2003-RS8 [2A]	Subprime 2003	100.00%	\$82,916		\$82,916
206	RAMP 2003-RS8 [2B]	Subprime 2003	100.00%	\$55,430		\$55,430

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	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
207	RAMP 2003-RS9 [1]	Subprime 2003	100.00%	\$120,135	AMBAC - Insurer Exception	\$120,135
208	RAMP 2003-RS9 [2A]	Subprime 2003	100.00%	\$91,531		\$91,531
209	RAMP 2003-RS9 [2B]	Subprime 2003	100.00%	\$74,369		\$74,369
210	RAMP 2003-RZ1 [1]	Subprime 2003	100.00%	\$59,951	AMBAC	\$59,951
211	RAMP 2003-RZ1 [2]	Subprime 2003	100.00%	\$37,469	AMBAC	\$37,469
212	RAMP 2003-RZ2 [Total]	Subprime 2003	100.00%	\$42,533	AMBAC	\$42,533
213	RAMP 2003-RZ3 [Total]	Subprime 2003	100.00%	\$70,082	Ambac - Insurer Exception	\$70,082
214	RAMP 2003-RZ4 [Total]	Subprime 2003	100.00%	\$129,302	AMBAC - Insurer Exception	\$129,302
215	RAMP 2003-RZ5 [1]	Subprime 2003	100.00%	\$98,320	AMBAC - Insurer Exception	\$98,320
216	RAMP 2003-RZ5 [2]	Subprime 2003	100.00%	\$16,387		\$16,387
217	RAMP 2004-RS1 [1]	Subprime 2004	100.00%	\$131,073	AMBAC - Insurer Exception	\$131,073
218	RAMP 2004-RS1 [2A]	Subprime 2004	100.00%	\$141,460		\$141,460
219	RAMP 2004-RS1 [2B]	Subprime 2004	100.00%	\$94,471		\$94,471
220	RAMP 2004-RS5 [1]	Subprime 2004	100.00%	\$102,935	AMBAC	\$102,935
221	RAMP 2004-RS5 [2A]	Subprime 2004	100.00%	\$83,635		\$83,635
222	RAMP 2004-RS5 [2B]	Subprime 2004	100.00%	\$83,635		\$83,635
223	RAMP 2004-RS7 [1]	Subprime 2004	100.00%	\$96,836	FGIC	\$96,836
224	RAMP 2004-RS7 [2A]	Subprime 2004	100.00%	\$84,732	FGIC	\$84,732
225	RAMP 2004-RS7 [2B]	Subprime 2004	100.00%	\$76,259	FGIC	\$76,259
226	RAMP 2004-RS7 [3]	Subprime 2004	100.00%	\$30,261	FGIC	\$30,261
227	RAMP 2004-RS9 [1]	Subprime 2004	100.00%	\$76,745	AMBAC	\$76,745
228	RAMP 2004-RS9 [2]	Subprime 2004	100.00%	\$188,374		\$188,374
229	RAMP 2004-RZ2 [1]	Subprime 2004	100.00%	\$48,173	FGIC	\$48,173
230	RAMP 2004-RZ2 [2]	Subprime 2004	100.00%	\$28,101	FGIC	\$28,101
231	RAMP 2005-EFC7 [1A]	Subprime 2005	100.00%	\$169,698	FGIC	\$169,698
232	RAMP 2005-EFC7 [1F]	Subprime 2005	100.00%	\$42,539	FGIC	\$42,539
233	RAMP 2005-EFC7 [2A]	Subprime 2005	100.00%	\$77,711	FGIC	\$77,711
234	RAMP 2005-EFC7 [2F]	Subprime 2005	100.00%	\$7,123	FGIC	\$7,123
235	RAMP 2005-NC1 [1A]	Subprime 2005	100.00%	\$218,843	FGIC	\$218,843
236	RAMP 2005-NC1 [1F]	Subprime 2005	100.00%	\$49,756	FGIC	\$49,756
237	RAMP 2005-NC1 [2A]	Subprime 2005	100.00%	\$175,407	FGIC	\$175,407
238	RAMP 2005-NC1 [2F]	Subprime 2005	100.00%	\$58,161	FGIC	\$58,161
239	RAMP 2005-RS9 [1A_L]	Subprime 2005	100.00%	\$55,653	FGIC	\$55,653
240	RAMP 2005-RS9 [1A_S]	Subprime 2005	100.00%	\$202,078	FGIC	\$202,078
241	RAMP 2005-RS9 [1F]	Subprime 2005	100.00%	\$80,546	FGIC	\$80,546
242	RAMP 2005-RS9 [2A_L]	Subprime 2005	100.00%	\$19,125	FGIC	\$19,125
243	RAMP 2005-RS9 [2A_S]	Subprime 2005	100.00%	\$183,544	FGIC	\$183,544
244	RAMP 2005-RS9 [2F]	Subprime 2005	100.00%	\$42,071	FGIC	\$42,071
245	RASC 1999-RS1 [1]	Subprime 1999	100.00%	\$6,659	AMBAC	\$6,659
246	RASC 1999-RS1 [2]	Subprime 1999	100.00%	\$4,378	AMBAC	\$4,378
247	RASC 2001-KS1 [1]	Subprime 2001	100.00%	\$181,210	FGIC	\$181,210

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
248	RASC 2001-KS1 [2]	Subprime 2001	100.00%	\$193,708	FGIC	\$193,708
249	RASC 2002-KS1 [1]	Subprime 2002	100.00%	\$261,115	Ambac	\$261,115
250	RASC 2002-KS1 [2A]	Subprime 2002	100.00%	\$105,690	Ambac	\$105,690
251	RASC 2002-KS1 [2B]	Subprime 2002	100.00%	\$105,690	Ambac	\$105,690
252	RASC 2002-KS4 [1]	Subprime 2002	100.00%	\$117,159	AMBAC	\$117,159
253	RASC 2002-KS4 [2A]	Subprime 2002	100.00%	\$154,437	AMBAC	\$154,437
254	RASC 2002-KS4 [2B]	Subprime 2002	100.00%	\$154,437	AMBAC	\$154,437
255	RASC 2002-KS6 [1]	Subprime 2002	100.00%	\$112,045	AMBAC	\$112,045
256	RASC 2002-KS6 [2]	Subprime 2002	100.00%	\$156,864	AMBAC	\$156,864
257	RASC 2002-KS8 [Total]	Subprime 2002	100.00%	\$168,071	Ambac	\$168,071
258	RASC 2003-KS4 [1]	Subprime 2003	100.00%	\$131,850		\$131,850
259	RASC 2003-KS4 [2A]	Subprime 2003	100.00%	\$50,712	Ambac	\$50,712
260	RASC 2003-KS4 [2B]	Subprime 2003	100.00%	\$40,569	Ambac	\$40,569
261	RASC 2003-KS4 [3]	Subprime 2003	100.00%	\$40,569	Ambac	\$40,569
262	RASC 2003-KS5 [1]	Subprime 2003	100.00%	\$44,803	Ambac	\$44,803
263	RASC 2003-KS5 [2A]	Subprime 2003	100.00%	\$62,725	Ambac	\$62,725
264	RASC 2003-KS5 [2B]	Subprime 2003	100.00%	\$49,284	Ambac	\$49,284
265	RASC 2003-KS9 [1]	Subprime 2003	100.00%	\$80,447	AMBAC	\$80,447
266	RASC 2003-KS9 [2A]	Subprime 2003	100.00%	\$80,447	AMBAC	\$80,447
267	RASC 2003-KS9 [2B]	Subprime 2003	100.00%	\$80,447	AMBAC	\$80,447
268	RASC 2004-KS4 [1]	Subprime 2004	100.00%	\$52,020	AMBAC	\$52,020
269	RASC 2004-KS4 [2A]	Subprime 2004	100.00%	\$78,031	AMBAC	\$78,031
270	RASC 2004-KS4 [2B]	Subprime 2004	100.00%	\$78,031	AMBAC	\$78,031
271	RASC 2004-KS7 [1]	Subprime 2004	100.00%	\$41,951	FGIC	\$41,951
272	RASC 2004-KS7 [2A]	Subprime 2004	100.00%	\$80,905	FGIC	\$80,905
273	RASC 2004-KS7 [2B]	Subprime 2004	100.00%	\$80,905	FGIC	\$80,905
274	RASC 2004-KS9 [1]	Subprime 2004	100.00%	\$37,762	FGIC	\$37,762
275	RASC 2004-KS9 [2]	Subprime 2004	100.00%	\$113,284	FGIC	\$113,284
276	RASC 2005-EMX5 [A]	Subprime 2005	100.00%	\$182,713	FGIC	\$182,713
277	RASC 2005-EMX5 [F]	Subprime 2005	100.00%	\$41,064	FGIC	\$41,064
278	RASC 2007-EMX1 [1A]	Subprime 2007	100.00%	\$213,035	FGIC	\$213,035
279	RASC 2007-EMX1 [1F]	Subprime 2007	100.00%	\$76,479	FGIC	\$76,479
280	RASC 2007-EMX1 [2A]	Subprime 2007	100.00%	\$201,675	FGIC	\$201,675
281	RASC 2007-EMX1 [2F]	Subprime 2007	100.00%	\$56,812	FGIC	\$56,812
282	RFMS2 1999-HI1 [Total]	Second Lien 1999	100.00%	\$32,228	AMBAC	\$32,228
283	RFMS2 1999-HI4 [Total]	Second Lien 1999	100.00%	\$28,865	AMBAC	\$28,865
284	RFMS2 1999-HI6 [I]	Second Lien 1999	100.00%	\$36,926	AMBAC	\$36,926
285	RFMS2 1999-HI6 [II]	Second Lien 1999	100.00%	\$2,104	AMBAC	\$2,104
286	RFMS2 1999-HI8 [I]	Second Lien 1999	100.00%	\$25,083	AMBAC	\$25,083
287	RFMS2 1999-HI8 [II]	Second Lien 1999	100.00%	\$1,311	AMBAC	\$1,311
288	RFMS2 2000-HI1 [I]	Second Lien 2000	100.00%	\$104,627	AMBAC	\$104,627

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
289	RFMS2 2000-HI1 [II]	Second Lien 2000	100.00%	\$4,295	AMBAC	\$4,295
290	RFMS2 2000-HI2 [I]	Second Lien 2000	100.00%	\$57,536	AMBAC	\$57,536
291	RFMS2 2000-HI2 [II]	Second Lien 2000	100.00%	\$2,554	AMBAC	\$2,554
292	RFMS2 2000-HI3 [I]	Second Lien 2000	100.00%	\$72,664	AMBAC	\$72,664
293	RFMS2 2000-HI3 [II]	Second Lien 2000	100.00%	\$3,238	AMBAC	\$3,238
294	RFMS2 2000-HI4 [1]	Second Lien 2000	100.00%	\$72,512	AMBAC	\$72,512
295	RFMS2 2000-HI4 [2]	Second Lien 2000	100.00%	\$3,642	AMBAC	\$3,642
296	RFMS2 2000-HI5 [1]	Second Lien 2000	100.00%	\$146,553	AMBAC	\$146,553
297	RFMS2 2000-HI5 [2]	Second Lien 2000	100.00%	\$6,661	AMBAC	\$6,661
298	RFMS2 2000-HL1 [1]	Second Lien 2000	100.00%	\$9,977	AMBAC	\$9,977
299	RFMS2 2000-HL1 [2]	Second Lien 2000	100.00%	\$1,281	AMBAC	\$1,281
300	RFMS2 2001-HI1 [Total]	Second Lien 2001	100.00%	\$34,464	AMBAC	\$34,464
301	RFMS2 2001-HI2 [1]	Second Lien 2001	100.00%	\$25,340	AMBAC	\$25,340
302	RFMS2 2001-HI2 [2]	Second Lien 2001	100.00%	\$1,310	AMBAC	\$1,310
303	RFMS2 2001-HI3 [1]	Second Lien 2001	100.00%	\$54,530	AMBAC	\$54,530
304	RFMS2 2001-HI3 [2]	Second Lien 2001	100.00%	\$1,337	AMBAC	\$1,337
305	RFMS2 2001-HI4 [Total]	Second Lien 2001	100.00%	\$54,258	AMBAC	\$54,258
306	RFMS2 2001-HS2 [Total]	Second Lien 2001	100.00%	\$5,585	AMBAC	\$5,585
307	RFMS2 2001-HS3 [1]	CES 2001	100.00%	\$2,260		\$2,260
308	RFMS2 2001-HS3 [2]	CES 2001	100.00%	\$778	AMBAC	\$778
309	RFMS2 2002-HI1 [Total]	Second Lien 2002	100.00%	\$46,247	AMBAC	\$46,247
310	RFMS2 2002-HI2 [1]	Second Lien 2002	100.00%	\$22,664	AMBAC	\$22,664
311	RFMS2 2002-HI2 [2]	Second Lien 2002	100.00%	\$10,073	AMBAC	\$10,073
312	RFMS2 2002-HI3 [Total]	Second Lien 2002	100.00%	\$36,431	AMBAC	\$36,431
313	RFMS2 2002-HS3 [1]	CES 2002	100.00%	\$1,824	FGIC	\$1,824
314	RFMS2 2002-HS3 [2]	CES 2002	100.00%	\$1,662	FGIC	\$1,662
315	RFMS2 2003-HI3 [1]	Second Lien 2003	100.00%	\$13,360	AMBAC	\$13,360
316	RFMS2 2003-HI3 [2]	Second Lien 2003	100.00%	\$13,360	AMBAC	\$13,360
317	RFMS2 2003-HS1 [1]	CES 2003	100.00%	\$5,905	FGIC	\$5,905
318	RFMS2 2003-HS1 [2]	CES 2003	100.00%	\$2,805	FGIC	\$2,805
319	RFMS2 2003-HS2 [1]	CES 2003	100.00%	\$6,870		\$6,870
320	RFMS2 2003-HS2 [2A]	CES 2003	100.00%	\$1,740	FGIC	\$1,740
321	RFMS2 2003-HS2 [2B]	CES 2003	100.00%	\$2,840	FGIC	\$2,840
322	RFMS2 2003-HS4 [1]	Second Lien 2003	100.00%	\$3,480	AMBAC	\$3,480
323	RFMS2 2003-HS4 [2]	Second Lien 2003	100.00%	\$3,480	AMBAC	\$3,480
324	RFMS2 2004-HI2 [Total]	Second Lien 2004	100.00%	\$27,528	FGIC	\$27,528
325	RFMS2 2004-HI3 [Total]	Second Lien 2004	100.00%	\$16,950	FGIC	\$16,950
326	RFMS2 2004-HS1 [1]	CES 2004	100.00%	\$7,928	FGIC	\$7,928
327	RFMS2 2004-HS1 [2]	CES 2004	100.00%	\$4,419	FGIC	\$4,419
328	RFMS2 2004-HS3 [Total]	CES 2004	100.00%	\$5,741	FGIC	\$5,741
329	RFMS2 2005-HI1 [Total]	Second Lien 2005	100.00%	\$12,289	FGIC	\$12,289

Schedule 4R - RFC Recognized Unsecured Servicing Claim
 Revised Plan (Clean) Pg 255 of 262
 Subject to Further Review and Due Diligence

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
330	RFMS2 2005-HS1 [1]	CES 2005	100.00%	\$11,344	FGIC	\$11,344
331	RFMS2 2005-HS1 [2]	CES 2005	100.00%	\$6,188	FGIC	\$6,188
332	RFMS2 2005-HS2 [1]	CES 2005	100.00%	\$6,901	FGIC	\$6,901
333	RFMS2 2005-HS2 [2]	CES 2005	100.00%	\$4,437	FGIC	\$4,437
334	RFMS2 2005-HSA1 [1]	CES 2005	100.00%	\$3,440	FGIC	\$3,440
335	RFMS2 2005-HSA1 [2]	CES 2005	100.00%	\$1,946	FGIC	\$1,946
336	RFMS2 2006-HI2 [Total]	Second Lien 2006	100.00%	\$3,240	FGIC	\$3,240
337	RFMS2 2006-HI5 [Total]	Second Lien 2006	100.00%	\$2,862	FGIC	\$2,862
338	RFMS2 2006-HSA2 [1]	CES 2006	100.00%	\$2,918	FGIC	\$2,918
339	RFMS2 2006-HSA2 [2]	CES 2006	100.00%	\$1,459	FGIC	\$1,459
340	RFMS2 2007-HI1 [Total]	Second Lien 2007	100.00%	\$2,840	FGIC	\$2,840
341	RFMS2 2007-HSA1 [Total]	Second Lien 2007	100.00%	\$2,430	MBIA	\$0
342	RFMS2 2007-HSA2 [Total]	CES 2007	100.00%	\$1,975	MBIA	\$0
343	RFMS2 2007-HSA3 [1]	Second Lien 2007	100.00%	\$1,361	MBIA	\$0
344	RFMS2 2007-HSA3 [2]	Second Lien 2007	100.00%	\$547	MBIA	\$0
345	RFMSI 2005-S2 [Total]	Prime 2005	100.00%	\$8,728	FGIC - Insurer Exception	\$8,728
346	RFMSI 2005-S7 [Total]	Prime 2005	100.00%	\$26,331	FGIC	\$26,331
347	RFSC 2002-RP1 [1]	Subprime 2002	100.00%	\$11,347	AMBAC	\$11,347
348	RFSC 2002-RP1 [2]	Subprime 2002	100.00%	\$11,635	AMBAC	\$11,635
349	RFSC 2002-RP2 [Total]	Subprime 2002	100.00%	\$82,515	AMBAC	\$82,515
350	RFSC 2003-RP1 [1A]	Subprime 2003	100.00%	\$78,140	AMBAC - Insurer Exception	\$78,140
351	RFSC 2003-RP1 [1F]	Subprime 2003	100.00%	\$65,891	AMBAC - Insurer Exception	\$65,891
352	RFSC 2003-RP2 [1A]	Subprime 2003	100.00%	\$19,461	AMBAC	\$19,461
353	RFSC 2003-RP2 [1F]	Subprime 2003	100.00%	\$27,428	AMBAC	\$27,428
354	RFSC 2003-RP2 [2A]	Subprime 2003	100.00%	\$34,685	AMBAC	\$34,685
355	RFSC 2003-RP2 [2F]	Subprime 2003	100.00%	\$20,091	AMBAC	\$20,091
356	STAC 2007-1 [Total]	2007	2.50%	\$272	XL Capital	\$0
357	SVHE 2007-1 [1A]	Subprime 2007	7.61%	\$366		\$366
358	SVHE 2007-1 [1F]	Subprime 2007	7.61%	\$168		\$168
359	SVHE 2007-1 [2A]	Subprime 2007	7.61%	\$307		\$307
360	SVHE 2007-1 [2F]	Subprime 2007	7.61%	\$345		\$345
361				\$12,886,997		\$12,798,933

Schedule 5

Non-Economic Residuals (NERDS)

Deal Name	Registered To
1999-RS1	RFC
2001-HE2	GMAC Mortgage
2001-HS2	RFC
2001-HS3	RFC
2001-KS2	RFC
2001-KS3	RFC
2001-RS1	RFC
2001-RS3	RFC
2002-HE4	GMAC Mortgage
2002-KS2	RFC
2002-RP2	RFC
2002-RS3	RFC
2002-RS7	RFC
2002-RZ4	RFC
2003-GH1	GMAC Mortgage
2003-GH2	GMAC Mortgage
2003-HE2	GMAC Mortgage
2003-HS3	RFC
2003-J2	GMAC Mortgage
2003-J3	GMAC Mortgage
2003KS10	RFC
2003KS11	RFC
2003-KS2	RFC
2003-KS3	RFC
2003-KS4	RFC
2003-KS9	RFC
2003-RP2	RFC
2003RS10	RFC
2003RS11	RFC
2003-RS7	RFC
2003-RS8	RFC
2003-RS9	RFC
2003-RZ2	RFC
2003-RZ5	RFC
2003-SL1	RFC
2004-GH1	GMAC Mortgage
2004-HE2	GMAC Mortgage
2004-HE5	GMAC Mortgage
2004-HS2	RFC
2004-KS1	RFC
2004KS12	RFC
2004-KS2	RFC
2004-KS6	RFC
2004-KS8	RFC
2004-RS1	RFC
2004RS11	RFC
2004RS12	RFC
2004-RS2	RFC
2004-RS6	RFC
2004-RS9	RFC
2004-RZ2	RFC

2004-S03	RFC
2004-SL1	RFC
2004-SL2	RFC
2004-SL3	RFC
2004-SL4	RFC
2004-SP1	RFC
2005-AA1	GMAC Mortgage
2005AHL2	RFC
2005EMX1	RFC
2005EMX2	RFC
2005-HE2	GMAC Mortgage
2005KS10	RFC
2005KS11	RFC
2005-KS7	RFC
2005-QA5	PRAMWAVE
2005QO3A	PRAMWAVE
2005-RS1	RFC
2005-RS4	RFC
2005-RZ3	RFC
2005-RZ4	RFC
2005-SA5	PRAMWAVE
2005-SL2	RFC
2006-AR1	GMAC Mortgage
2006EFC1	RFC
2006EMX1	RFC
2006-HE2	GMAC Mortgage
2006-HE3	GMAC Mortgage
2006-HE5	GMAC Mortgage
2006-KS5	RFC
2007-HE1	GMAC Mortgage
2007-HE2	GMAC Mortgage
2007-HE3	GMAC Mortgage
2007-SA1	PRAMWAVE
2007-SP3	RFC

Passive Foreign Investment Company (PFIC)

Deal Name	Deal Name	Registered To
RAAC 2006 RX1		
PREFERENCE SHRS	2006-RX1	Pramwave

Schedule 6

Securities

Deal Name	Deal Id
SER 2004 HI2 CERT	2004-HI2
2003 HI4 CL A COMMON	2003-HI4
RFC03HS2 SBII	2003-HS2
RFC03HI3 CERT	2003-HI3
RFC03HS3 SBII	2003-HS3
RFC04HI3 CERT	2004-HI3
RFC04HS1 SBII	2004-HS1 II
1998 HI2 CL A	1998-HI2
RFC06HI1 CERT	2006-HI1
2003 HI2 CL A COMMON	2003-HI2
SERIES 2004 HI1	2004-HI1
RFC03HS4 SB	2003-HS4
RFC06HI3 CERT	2006-HI3
RFC06HI4 CERT	2006-HI4
RFC06HSA2 SBII	2006-HSA2
RFC04HS2 SBII	2004-HS2 II
RFC05HI3 CERT	2005-HI3
RFC06HI5 CERT	2006-HI5
RFC05HI2 CERT	2005-HI2
RFC05HI1 CERT	2005-HI1
RFC04HS3 SB	2004-HS3
RFC05HS2 SBII	2005-HS2 II
SER 2005 HS1 SBII	2005-HS1
2006-HI2 I	06-HI2
GMEN 2004-VFT	2004-VFT

Schedule 7

Common Land

<u>City</u>	<u>State</u>	<u>Parcel #</u>
Moreno Valley	CA	304350025-6
Moreno Valley	CA	304240018-0
Menifee	CA	335070049-9
Corona	CA	290602021-8
Orange Park	FL	06-04-25-007869-076-00

Exhibit 2

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re.)
) Case No. 12-~~12010~~12020 (MG)
RESIDENTIAL CAPITAL, LLC, et al.,)
) Chapter 11
Debtors.)
) Jointly Administered
)

**FIRST AMENDED JOINT CHAPTER 11 PLAN PROPOSED BY
RESIDENTIAL CAPITAL, LLC, et al. AND THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS**

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Dated: ~~August 23,~~November 18, 2013
New York, New York

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INTRODUCTION

The Debtors and the Creditors' Committee together propose this Joint Chapter 11 Plan¹ for resolution and satisfaction of all Claims against and Equity Interests in the Debtors. Each Debtor and the Creditors' Committee is a proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code.

Reference is made to the Disclosure Statement accompanying the Plan, including the exhibits thereto, for a discussion of the Debtors' history, business, properties, and operations and risk factors, together with a summary and analysis of the Plan and a description of the settlements agreed to by the Debtors, the Creditors' Committee and certain other parties pursuant to the Global Settlement. All holders of Claims entitled to vote on the Plan are encouraged to consult the Disclosure Statement and to read the Plan carefully before voting to accept or reject the Plan.

NO SOLICITATION MATERIALS, OTHER THAN THE DISCLOSURE STATEMENT AND RELATED MATERIALS TRANSMITTED THEREWITH AS APPROVED BY THE BANKRUPTCY COURT, HAVE BEEN AUTHORIZED BY THE BANKRUPTCY COURT FOR USE IN SOLICITING ACCEPTANCES OR REJECTIONS OF THIS PLAN.

ARTICLE I.

DEFINED TERMS, RULES OF CONSTRUCTION, COMPUTATION OF TIME, AND GOVERNING LAW

A. Defined Terms

1. "Accrued Professional Compensation" means, at any date, and regardless of whether such amounts are billed or unbilled, all of a Professional's accrued and unpaid fees (including success fees) and reimbursable expenses for services rendered in the Chapter 11 Cases through and including such date, whether or not such Professional has filed a fee application for payment of such fees and expenses, (i) all to the extent that any such fees and expenses have not been previously paid (regardless of whether a fee application has been filed for any such amount) and (ii) after applying any retainer that has been provided by the Debtors to such Professional and not previously applied. No amount of a Professional's fees and expenses denied under a Final Order shall constitute Accrued Professional Compensation.

2. "Additional Settling RMBS Trusts" means all RMBS Trusts other than the Original RMBS Settling Trusts.

3. "Administrative Claim" means any Claim for costs and expenses of administration under sections 503(b), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date through the Effective Date of preserving the Estates and operating the businesses of the Debtors; (b)

¹ All capitalized terms not defined in this introduction have the meanings ascribed to them in Article I of this Plan.

Professional Claims; (c) all fees and charges assessed against the Estates pursuant to section 1930 of chapter 123 of title 28 of the United States Code; (d) any indebtedness or obligations assumed by the Debtors in connection with the conduct of their businesses; and (e) any Claim for goods delivered to the Debtors within twenty (20) days of the Petition Date and entitled to administrative priority pursuant to section 503(b)(9) of the Bankruptcy Code.

4. “Administrative Claim Bar Date” means the deadline for filing requests for payment of Administrative Claims, which shall be the first Business Day that is thirty (30) days following the Effective Date, unless otherwise ordered by the Bankruptcy Court, except with respect to Professional Claims which shall be subject to the provisions of Article II.

5. “Administrative, Priority, Secured and Convenience Distribution Reserve” means the reserve of the Liquidating Trust established for maintaining Cash ~~to be used for~~ or other assets from time to time necessary to satisfy payments after the Effective Date to holders of certain Allowed Claims as provided in Article VI.D.

6. “Affiliate” means an “affiliate” as such term is defined in section 101(2) of the Bankruptcy Code.

7. “AFI” means Ally Financial Inc.

8. “AFI/JSN Cash Collateral Order” means the *Final Order Under Sections 105, 361, 362, 363, and 364 of the Bankruptcy Code and Bankruptcy Rules 2002, 4001, 6004, and 9014 (I) Authorizing the Debtors to Obtain Postpetition Financing on a Secured Superpriority Basis, (II) Authorizing the Debtors to Use Cash Collateral, and (III) Granting Adequate Protection to Adequate Protection Parties*, entered June 25, 2012 [Docket No. 491].

9. “AIG” means AIG Asset Management (U.S.), LLC, on behalf of itself and its affiliates, as investment advisor for certain affiliated entities that have filed proofs of claim in the Chapter 11 Cases.

10. “Allowed” means, with respect to a Claim against any Debtor, except as otherwise provided herein, (a) a Claim that is (i) listed in the Schedules as of the Effective Date as neither disputed, contingent nor unliquidated, and for which no Proof of Claim has been timely filed, or (ii) evidenced by a valid Proof of Claim or request for payment of Administrative Claim, as applicable, Filed by the applicable Bar Date, and as to which the Debtors or other parties-in-interest have not Filed an objection to the allowance thereof by the Claims Objection Deadline, or (b) a Claim that is Allowed under the Plan or any stipulation or settlement approved by, or Final Order of, the Bankruptcy Court; provided, however, that any Claims allowed solely for the purpose of voting to accept or reject the Plan pursuant to an order of the Bankruptcy Court will not be considered “Allowed Claims” under the Plan, provided further, however, any Claims expunged or disallowed under the Plan or otherwise shall not be Allowed Claims. If a Claim is Allowed only in part, references to Allowed Claims include and are limited to the Allowed portion of such Claim. Notwithstanding anything to the contrary herein, no Claim that is disallowed in accordance with Bankruptcy Rule 3003 or section 502(d) of the Bankruptcy Code is Allowed and each such Claim shall be expunged without further action by the Debtors and without further notice to any party or action, approval, or order of the Bankruptcy Court.

11. “Allowed Fee Claim” means 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.

12. “Allowed Kessler Claim” means a non-subordinated Allowed Borrower Claim for voting and distribution purposes in an amount to be determined under the Kessler Settlement Agreement.

13. “Allstate” means Allstate Insurance Company and its subsidiaries and affiliates.

14. “Ally” means, collectively, AFI and its direct and indirect subsidiaries and affiliates, excluding the Debtors and their direct and indirect subsidiaries.

15. “Ally Bank” means AFI’s indirect banking subsidiary (f/k/a GMAC Bank), a commercial state chartered bank regulated by the FDIC and the State of Utah.

16. “Ally Contract Claim” means any and all amounts owed to Ally as of the Effective Date by any of the Debtors pursuant to (i) orders of the Bankruptcy Court and (ii) the Debtors’ performance of the Ally Contracts following the Petition Date, provided, no Revolving Credit Facility Claim is an Ally Contract Claim.

17. “Ally Contracts” means the contracts listed in Annex IV to Exhibit B of the Plan Support Agreement.

18. “Ally Contribution” means Ally’s contribution to the Estates of (a) \$1,950,000,000 in Cash on the Effective Date, and (b) promptly after receipt on or after the Effective Date, the first \$150,000,000 received by Ally for any directors and officers or errors and omissions insurance policy claims it pursues against its insurance carriers related to the Claims released in connection with this Plan, provided that Ally guarantees that the Liquidating Trust will receive such \$150,000,000 on account of such insurance, which guarantee shall be payable without defense, setoff or objection on September 30, 2014.

19. “Ally Indemnity Escrow Account” means the escrow account created pursuant to the *Stipulation and Order Reserving Rights with Respect to Debtors’ Motion for Interim and Final Orders under Bankruptcy Code Section 105(a) and 363 Authorizing the Debtors to Continue to Perform under the Ally Bank Servicing Agreement in the Ordinary Course of Business* [Docket No. 1420].

20. “Ally Released Parties” means (a) Ally, and each of Ally’s and the Debtors’ respective members, shareholders, partners, non-Debtor affiliates, and Representatives, including Cap Re of Vermont, LLC and its current and former members, officers, and directors and (b) each of Ally’s successors and assigns, each Entity in clause (a) and (b) solely in its capacity as such. For the avoidance of doubt, and without limiting the foregoing, the Ally Released Parties shall not include (i) any purchaser of any assets relating to the Debtors’ servicing business that is not Ally or a Debtor, (ii) any assignee of a Servicing Agreement that is not Ally or a Debtor, (iii) notwithstanding any status as a shareholder of any Ally Released Party, and solely in their capacity as such, any underwriter of RMBS that is unaffiliated with Ally, and the

Representatives of such underwriter, against which an Investor has a pending or tolled Cause of Action, (iv) the FHFA, (v) the FDIC, (vi) any assignee of executory contracts that were assumed by the Debtors that is not Ally, (vii) any insurer that is not Ally that sold any directors & officers or errors & omissions insurance policies that cover Debtors, (viii) any party that is not Ally against whom RFC may have indemnity rights arising out of the Kessler Class Action, specifically, any successors in interest to CBNV and GNBT, (ix) the Plan Trustees, and (x) Fannie Mae.

21. “Ally Securities” means Ally Securities, LLC.

22. “Ambac” means, collectively, Ambac Assurance Corporation and the Segregated Account of Ambac Assurance Corporation.

23. “Ambac Cure Stipulation” means that certain stipulation and order currently being negotiated between the Plan Proponents and Ambac regarding (i) the resolution of Ambac’s objection to sale of certain Ambac agreements to Ocwen pursuant to the Ocwen APA, (ii) the fixing of Ambac’s cure claims in connection therewith, (iii) the amount of Ambac’s General Unsecured Claims to be allowed pursuant to the Plan.

24. “Assumption Schedule” means the schedule in the Plan Supplement setting forth certain Executory Contracts and Unexpired Leases for assumption under section 365 of the Bankruptcy Code.

25. “Assured” means Assured Guaranty Municipal Corp., f/k/a Financial Security Assurance Inc., and its affiliates including AG Financial Products Inc. and Assured Guaranty Corp.

26. “Available Assets” means all the assets of the Estates, including all Equity Interests in the Non-Debtor Subsidiaries ~~and the Ally Contribution, excluding, however, (i) any “residual” interest in any REMIC held by a Debtor and (ii) any equity interest in any PFIC held by a Debtor,~~ the Ally Contribution, and the Liquidating Trust Causes of Action, which are not (a) Excluded Assets or (b) otherwise excluded pending the resolution of legal or logistical issues; provided, however, that any proceeds relating to the assets which are excluded pursuant to clause (b) will belong to the Liquidating Trust.

27. “Ballot” means each of the ballot forms distributed to each holder of a Claim that is entitled to vote to accept or reject this Plan and on which the holder is to indicate, among other things, acceptance or rejection of this Plan.

28. “Bankruptcy Code” means title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.*, as in effect as of the date hereof.

29. “Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of New York, or any other court having jurisdiction over the Chapter 11 Cases.

30. “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Cases, promulgated under 28 U.S.C. § 2075 and the general, local, and chambers rules of the Bankruptcy Court, as the context may require.

31. “Bar Date” means, collectively, the Administrative Claim Bar Date, the Rejection Damages Claim Bar Date, and any deadline by which a Proof of Claim must be filed under the Bar Date Order, as applicable.

32. “Bar Date Order” means the *Order Establishing Deadline for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof*, entered by the Bankruptcy Court on August 29, 2012 [Docket No. 1309], as amended, supplemented, or modified.

33. “BNY Mellon” means The Bank of New York Mellon and The Bank of New York Mellon Trust Company, N.A., each solely in its capacity as trustee, indenture trustee, securities administrator, co-administrator, paying agent, grantor trustee, master servicer, custodian and/or similar agency capacities in respect of certain of the RMBS Trusts.

34. “Borrower” means an individual whose current or former mortgage loan was originated, serviced, sold, consolidated, or owned by any of the Debtors.

35. “Borrower-Related Cause of Action” means a Cause of Action of any of the Debtors that has been or could be asserted, including by way of setoff, recoupment, defense, ~~or~~ counterclaim or cross-claim with respect to any Borrower Claim, by any of the Debtors against a Borrower ~~or a Borrower Claim~~ as of the Effective Date; provided, however, that on the Effective Date the Debtors waive and release any Claim or Cause of Action to recover transfers to any Entity made by the Debtors to or for the benefit of a Borrower arising under chapter 5 of the Bankruptcy Code, except by way of setoff, recoupment, defense, counterclaim, or cross-claim.

36. “Borrower Claims” means (i) Claims of a Borrower arising from or relating to any alleged act or omission or any other basis of liability of any Debtor (or any predecessor) in connection with the origination, sale, and/or servicing of a mortgage loan originated, sold, consolidated, purchased, and/or serviced by any Debtor, (ii) Claims filed for or on behalf of a Borrower by such Person’s attorney or agent, including as part of a proof of claim filed on behalf of a putative class of Borrowers, and (iii) claims that have become Allowed as a result of settlement of Borrower litigation commenced against Ally and the Debtors. For the avoidance of doubt, Borrower Claims shall include Allowed Claims held by the Kessler Class Claimants (to the extent that the Kessler Class Claimants are certified as a class action for settlement or allowance purposes), and shall not include the: (a) Senior Unsecured Notes Claims; (b) Junior Secured Notes Claims; (c) RMBS Trust Claims; (d) Private Securities Claims; (e) General Unsecured Claims; (f) General Unsecured Convenience Claims; or (g) Intercompany Balances. For the further avoidance of doubt, no Claim described in subsection (ii) hereof shall be considered an Allowed Borrower Claim unless such Claim is either certified under Bankruptcy Rule 7023 or by Final Order for purposes of settlement or allowance.

37. “Borrower Claims Trust” means the trust established for the benefit of the holders of Allowed Borrower Claims.

38. “Borrower Claims Trust Agreement” means that certain trust agreement, the form of which shall be included in the Plan Supplement, that, among other things, sets forth the methodology and procedures for resolving Disputed Borrower Claims and making distributions to holders of Allowed Borrower Claims.

39. “Borrower Claims Trust Assets” means (i) Cash transferred to the Borrower Claims Trust by the Liquidating Trust as of the Effective Date in the amount of \$57,600,000 less any amounts paid by the Debtors to or on behalf of holders of Borrower Claims prior to the Effective Date pursuant to (a) *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], or (b) any other order of the Bankruptcy Court plus the amount of the Borrower Trust True-Up, and (ii) all Borrower-Related Causes of Action.

40. “Borrower Claims Trust Committee” means (i) counsel for the Kessler Settlement Class, and (ii) those Borrowers or the representatives of Borrowers appointed by the Kessler Settlement Class, with the consent of the Plan Proponents, which consent shall not be unreasonably withheld, to oversee the administration of the Borrower Claims Trust and the disposition of the Borrower Claims Trust Assets. The identities of the initial Persons to serve on the Borrower Claims Trust Committee as of the Effective Date will be set forth in the Plan Supplement.

41. “Borrower Claims Trustee” means the Person selected to serve as the trustee of the Borrower Claims Trust. The identity of the Person to serve as the Borrower Claims Trustee as of the Effective Date will be set forth in the Plan Supplement.

42. “Borrower Trust True-Up” means the additional Cash, if any, required to be added to the Borrower Claims Trust Assets such that distributions, estimated as of the Confirmation Date, made from the Borrower Claims Trust on account of an Allowed Borrower Claim will be comparable to the recovery that a holder of an Allowed Claim of the same amount against the same Debtor Group would realize from distributions made by the Liquidating Trust on Units issued in respect of such Allowed Claim, based on the value of the assets in the Liquidating Trust available for distribution to holders of Units 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 the Allowed Borrower Claims in accordance with the Plan or to the time delay in receipt of distributions in respect of the Units from the Liquidating Trust). For the avoidance of doubt, to the extent necessary, there shall only be a single Borrower Trust True-Up.

43. “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.

44. “Cash” means legal tender of the United States of America or the equivalent thereof.

45. “Cash Management Order” means the *Final Order Under Bankruptcy Code Sections 105(a), 345, 363, 364, and 503(b)(1) and Bankruptcy Rules 6003 and 6004 Authorizing (I) Continued Use of Cash Management Services and Practices, (II) Continued Use of Existing Bank Accounts, Checks, and Business Forms, (III) Implementation of Modified Cash Management Procedures and Use of Certain Bank Accounts Established in Connection with Use of Pre-And Post-Petition Lenders Financing Facilities and Cash Collateral, (IV) Waiver of the Investment and Deposit Requirements of Bankruptcy Code Section 345, (V) Debtors to Honor Specified Outstanding Prepetition Payment Obligations, and (VI) Continuation of Intercompany Transactions and Granting Administrative Expense Status to Intercompany Balances*, entered by the Bankruptcy Court on June 11, 2012 [Docket No. 309], as amended, supplemented, or modified.

46. “Cause of Action” means any and all Claims, actions, causes of action, choses in action, rights, demands, suits, claims, liabilities, encumbrances, lawsuits, adverse consequences, debts, damages, dues, sums of money, accounts, reckonings, deficiencies, bonds, bills, disbursements, expenses, losses, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, judgments, remedies, rights of set-off, third-party claims, subrogation claims, contribution claims, reimbursement claims, indemnity claims, counterclaims, and cross-claims (including those of the Debtors, and/or the bankruptcy estate of any Debtor created pursuant to sections 301 and 541 of the Bankruptcy Code upon the commencement of the Chapter 11 Cases), including, without limitation, any claims, causes of action, objections, rights, remedies arising under Chapter 5 of the Bankruptcy Code pursuant to, among others, sections 502, 510, 542 through 545 and 547 through 553 or 558 thereof, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, whether held in a personal or representative capacity, that are or may be pending as of the date hereof or instituted hereafter against any entity, based in law or equity, including under the Bankruptcy Code, whether direct, indirect, derivative, or otherwise and whether asserted or unasserted as of the date hereof.

47. “Centerview” means Centerview Partners LLC.

48. “Chapter 11 Cases” means the chapter 11 cases commenced by the Debtors, which are jointly administered, styled *In re Residential Capital, LLC, et al.*, Case No. 12-12020 (MG), and currently pending before the Bankruptcy Court, or any of such cases as applicable.

49. “Claim” means a “claim” as such term is defined in section 101(5) of the Bankruptcy Code.

50. “Claims Objection Deadline” means (i) two hundred seventy (270) days following the Effective Date or (ii) such other later date the Bankruptcy Court may establish upon a motion by the Liquidating Trust, which motion may be approved without a hearing and without notice to any party.

51. “Claims Record Date” means the Voting Deadline, which is the date on which the transfer register for each Class of Claims or Equity Interests, as maintained by the Debtors or their agents, shall be deemed closed.

52. “Claims Register” means the official register of Claims in these Chapter 11 Cases maintained by Kurtzman Carson Consultants LLC, in its capacity as the Debtors’ notice and claims agent.

53. “Class” means a group of holders of Claims or Equity Interests classified together under this Plan.

54. “CBNV” means Community Bank of Northern Virginia.

55. “Compensation Order” means the *Amended Order Under Bankruptcy Code Sections 105(a), 363, 503(b)(1), 507(a)(2), 1107(a) and 1108 and Bankruptcy Rule 9019 to the Final Wages Order (I) Authorizing and Directing the Debtors to Reimburse Ally Financial Inc. for Payments Made to the Debtors Employees on Account of Compensation Issued on or After the Petition Date; (II) Granting Ally Financial Inc. an Administrative Expense Claim on Account of Such Payments; (III) Granting Ally Financial Inc. a Limited Release; and (IV) Authorizing the Debtors to Establish and Fund an Escrow Account for the Benefit of Ally Financial Inc. on Account of Such Administrative Expense Claims, including Additional Amounts to the Escrow Account as Necessary* [Docket No. 2548].

56. “Confirmation” means the entry on the docket of the Chapter 11 Cases of the Confirmation Order.

57. “Confirmation Date” means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases.

58. “Confirmation Hearing” means the hearing before the Bankruptcy Court under section 1128 of the Bankruptcy Code to consider confirmation of this Plan, as the same may be continued from time to time.

59. “Confirmation Order” means the order of the Bankruptcy Court confirming this Plan, as amended, supplemented, or modified, under, among others, section 1129 of the Bankruptcy Code.

60. “Consent Order” means the Board of Governors of the Federal Reserve System Consent Order, dated April 13, 2011, by and among AFI, Ally Bank, ResCap, GMACM, the Board of Governors of the Federal Reserve System, and the Federal Deposit Insurance Corporation, as amended.

61. “Consent Order Borrower Claims” means claims held by Borrowers arising from residential mortgage foreclosure actions (including judicial and non-judicial foreclosures and related bankruptcy proceedings, and other related litigation) or proceedings (including foreclosures that were in process or completed) for loans serviced by the Mortgage Servicing Companies (as defined in the Consent Order), whether brought in the name of Ally Bank, the Mortgage Servicing Companies, the investor, or any agent for the mortgage note holder (including Mortgage Electronic Registration Systems, Inc.), that have been pending at any time from January 1, 2009 to December 31, 2010, as well as claims arising from residential foreclosure sales that occurred during this time period.

62. “Consenting Claimants” means, collectively, AIG, Allstate, FGIC, the Kessler Class Claimants, MassMutual, MBIA, Prudential, the RMBS Trustees, the Steering Committee Consenting Claimants, the Talcott Franklin Consenting Claimants, the Supporting Senior Unsecured Noteholders, Wilmington Trust, Paulson, and any other parties (other than Ally) that agree to be bound by the terms of the Plan Support Agreement. Each of the foregoing parties is a Consenting Claimant.

63. “Consummation” means the occurrence of the Effective Date.

64. “Creditor” means a “creditor” as defined in section 101(10) of the Bankruptcy Code.

65. “Creditors’ Committee” means the statutory committee of unsecured creditors appointed in the Chapter 11 Cases.

66. “Cure Claim” means a Claim based upon a monetary default, if any, by a Debtor under an Executory Contract or Unexpired Lease as of the time such contract or lease is assumed by such Debtor under sections 365 or 1123 of the Bankruptcy Code, to the extent such obligations are enforceable under the Bankruptcy Code and applicable non-bankruptcy law.

67. “DB” means Deutsche Bank Trust Company Americas and Deutsche Bank National Trust Company each solely in its capacity as trustee, indenture trustee, securities administrator, co-administrator, paying agent, grantor trustee, custodian, and/or similar agency capacities in respect of certain of the RMBS Trusts.

68. “Debtor Group” means, individually or collectively, the ResCap Debtors, the GMACM Debtors or the RFC Debtors.

69. “Debtor Group Unit Distribution” means each of the GMACM Debtors Unit Distribution, the ResCap Debtors Unit Distribution and the RFC Debtors Unit Distribution.

70. “Debtor Released Parties” means the Ally Released Parties, the Creditors’ Committee, the Consenting Claimants, and their respective successors and assigns, members, partners, non-Debtor affiliates, and Representatives, each in its capacity as such. For the avoidance of doubt, and without limiting the foregoing, the Debtor Released Parties shall not include (i) any purchaser of any assets relating to the Debtors’ servicing business that is not Ally or a Debtor, (ii) any assignee of a Servicing Agreement that is not Ally or a Debtor, (iii) any underwriter of RMBS that is unaffiliated with the Debtors or Ally, and the Representatives of such underwriter, against which an Investor has a pending or tolled Cause of Action, (iv) any assignee of executory contracts that were assumed by the Debtors that is not Ally, (v) any insurer that is not Ally that sold any directors & officers or errors & omissions insurance policies that cover the Debtors in their capacity as insurers, or (vi) any party that is not Ally against whom RFC may have indemnity rights arising out of the Kessler Class Action, specifically, any successors in interest to CBNV and GNBT.

71. “Debtors” means 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.; ETS; GMAC Model Home Finance I, LLC; GMAC Mortgage USA

Corporation; GMAC RH Settlement Services, LLC; GMACM; GMACM Borrower LLC; GMACM Holding; 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 Accredit Loans, Inc.; Residential Asset Mortgage Products, Inc.; Residential Asset Securities Corporation; ResCap; Residential Consumer Services of Alabama, LLC; Residential Consumer Services of Ohio, LLC; Residential Consumer Services of Texas, LLC; Residential Consumer Services, 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; RFC Asset Holdings II, LLC; RFC Asset Management, LLC; RFC Borrower LLC; RFC Construction Funding, LLC; RFC Holding; RFC REO LLC; RFC SFJV-2002, LLC; and RFC-GSAP Servicer Advance, LLC.

72. “Debtor Release” means the release set forth in Article IX.C.

73. “Delaware Trustee” means the trustee, or its successor, appointed in accordance with the Liquidating Trust Agreement to comply with the requirement of Section 3807 of the Delaware Statutory Trust Act.

74. “Disbursing Agent” means the Liquidating Trust, or any Person engaged by the Liquidating Trust, to perform the function of a disbursing agent.

75. “Disclosure Statement” means the disclosure statement for this Plan, as amended, supplemented, or modified in accordance with the provisions of the Bankruptcy Code and the Bankruptcy Rules.

76. “Disputed Borrower Claim” means any Borrower Claim that is not Allowed, until it is disallowed or expunged by Final Order, written agreement, or under the Plan.

77. “Disputed Claim” means any Claim that is not Allowed until it is disallowed or expunged by Final Order, written agreement, or under the Plan, other than Disputed Borrower Claims and Disputed Private Securities Claims.

78. “Disputed Claims Reserve” means the reserve of Units, Cash distributed thereon and other assets, if any, maintained by the Liquidating Trust for distribution to the Liquidating Trust Unit Beneficiaries that are holders of Disputed Claims, if and when such Disputed Claims become Allowed.

79. “Disputed Private Securities Claims” means any Private Securities Claim that is not Allowed until it is disallowed or expunged by Final Order or under the Plan.

80. “Distributable Cash” means the Cash to be distributed to holders of Units, including the Disputed Claims Reserve, on any Distribution Date.

81. “Distribution Date” means a date or dates, as determined by the Liquidating Trust Board in accordance with the Liquidating Trust Agreement, on which the Liquidating

Trust makes a distribution, or causes a distribution to be made, of Distributable Cash to the Unitholders.

82. “District Court” means the United States District Court for the Southern District of New York.

83. “DOJ” means the United States Department of Justice and any component thereof, including but not limited to the United States Attorney’s Office for any district.

84. ~~**83.**~~ “DOJ/AG Settlement” means the Consent Judgment entered filed by the United States District Court for the District of Columbia, dated February 9, (Case: 1:12-cv-00361-RMC) on April 4, 2012.

85. “DOJ/AG Settling States” means the District of Columbia and the states that are parties to the DOJ/AG Settlement.

86. “DOJ-Represented Agency” means the United States of America and any of its agencies, departments, offices or agents to the extent that they are represented by the DOJ, whether or not the DOJ has entered an appearance on behalf of that agency, department, office or agent in this proceeding. For the avoidance of doubt, the term “DOJ-Represented Agency” shall not apply to any agency, department, office or agent of the United States that has appeared in these Chapter 11 Cases or filed a notice pursuant to Bankruptcy Rule 2002 in these Chapter 11 Cases, in each case through non-DOJ counsel.

87. ~~**84.**~~ “DTC” means the Depository Trust Company.

88. ~~**85.**~~ “Duff” means Duff & Phelps, LLC, financial advisor to certain of the RMBS Trustees.

89. ~~**86.**~~ “Effective Date” means the first Business Day after the Confirmation Date on which no stay of the Confirmation Order is in effect and all of the conditions precedent to the Effective Date specified in Article X.B have been satisfied or waived pursuant to Article X.C.

90. ~~**87.**~~ “Entity” means an “entity” as such term is defined in section 101(15) of the Bankruptcy Code.

91. ~~**88.**~~ “Equity Interest” means any “equity security” as defined in section 101(16) of the Bankruptcy Code, of a Debtor existing immediately prior to the Effective Date, or any other instrument evidencing an ownership interest in any of the Debtors, whether or not transferable, and any option, warrant, or right, contractual or otherwise, to acquire, sell, or subscribe for any such interest.

92. ~~**89.**~~ “ERISA” means the Employee Retirement Income Security Act.

93. ~~**90.**~~ “Estates” means the estates of the Debtors created under section 541 of the Bankruptcy Code.

94. ~~**91.**~~ “ETS” means the Debtor entity, Executive Trustee Services, LLC.

95. ~~92.~~ “ETS Unsecured Claims” means all General Unsecured Claims against ETS.

96. “Excluded Assets” means (i) those noneconomic “residual” interests in various REMICs and an interest in a passive foreign investment company (collectively, “NERDS”) held by a Debtor which are identified in Schedule 5, (ii) those interests in owner trusts, entities, or other financing or securitization entities held by a Debtor which are identified in Schedule 6, (iii) common land which is owned by a Debtor and which is identified in Schedule 7, and (iv) home equity lines of credit having no outstanding balances.

97. ~~93.~~ “Exculpated Party” means each of the following in its capacity as such: (a) the Debtors; (b) the Consenting Claimants; (c) Ally; (d) the Creditors’ Committee and the members thereof; and (e) with respect to each of the foregoing Entities in clauses (a) through (d), such Entity’s successors and assigns, members, affiliates, subsidiaries, officers, directors, partners, principals, employees, and Representatives; provided, however, without limiting the foregoing, the following shall not be an Exculpated Party: (i) any purchaser of any assets relating to the Debtors’ servicing business that is not Ally or a Debtor, (ii) any assignee of a Servicing Agreement that is not Ally or a Debtor, (iii) any underwriter of RMBS that is unaffiliated with the Debtors or Ally, and the Representatives of such underwriter, against which an Investor has a pending or tolled Cause of Action, (iv) any assignee of executory contracts that were assumed by the Debtors that is not Ally, (v) any insurer that is not Ally that sold any directors & officers or errors & omissions insurance policies that cover the Debtors, in their capacity as insurers, or (vi) any party that is not Ally against whom RFC may have indemnity rights arising out of the Kessler Class Action, specifically, any successors in interest to CBNV and GNBT.

98. ~~94.~~ “Exculpation” means the exculpation provision set forth in Article IX.G.

99. ~~95.~~ “Executory Contract” means a contract to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

100. ~~96.~~ “Fannie Mae” means Fannie Mae (f/k/a The Federal National Mortgage Association).

101. ~~97.~~ “Fannie Mae Contract” means that certain Mortgage Selling and Servicing Contract dated March 29, 2007, including the incorporated Fannie Mae Selling and Servicing Guides and various Master Agreements, including but not limited to the Master Agreement, dated August 3, 2012, between Fannie Mae and Ally Bank, each as may have been amended from time to time.

102. ~~98.~~ “FDIC” means the Federal Deposit Insurance Corporation.

103. ~~99.~~ “FGIC” means Financial Guaranty Insurance Company and its subsidiaries and affiliates.

104. ~~100.~~ “FGIC Policies” means insurance policies issued by FGIC in connection with the RMBS Trusts insured by FGIC.

105. ~~101.~~ “FGIC Rehabilitation Court” means the New York State Supreme Court with jurisdiction over FGIC’s rehabilitation proceeding.

106. ~~102.~~ “FGIC Settlement Agreement” means that certain settlement agreement dated, as of May 23, 2013, among the Debtors, FGIC, BNY Mellon, U.S. Bank and WFB, each in its capacity as RMBS Trustee, and the Institutional Investors.

107. ~~103.~~ “FHFA” means Federal Housing Finance Agency.

108. ~~104.~~ “FHFA Claims” means Claims held by FHFA in its capacity as Conservator for the Federal Home Loan Mortgage Corporation: related solely to Proofs of Claim Nos. 6296, 6297, 6298, 6299, 6300, and 6301.

109. ~~105.~~ “File,” “Filed,” or “Filing” means file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases, or, in the case of a Proof of Claim, with the Debtors’ notice and claims agent.

110. ~~106.~~ “Final Order” means an order or judgment of the Bankruptcy Court, or any other court of competent jurisdiction, which has not been modified, amended, reversed, vacated, or stayed, and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, stay, reargument, or rehearing has expired and as to which no appeal, petition for certiorari, or motion for new trial, stay, reargument, or rehearing shall then be pending or (b) if an appeal, writ of certiorari, new trial, stay, reargument, or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court, or other court of competent jurisdiction, shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, stay, reargument, or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari, or move for a new trial, stay, reargument, or rehearing shall have expired, as a result of which such order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure; provided, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be Filed relating to such order, shall not cause an order not to be a Final Order.

111. ~~107.~~ “First Priority Collateral Agent” means Wells Fargo Bank, N.A., as collateral agent and collateral control agent under the First Priority Security Agreement, together with its respective successors and assigns in such capacity.

112. ~~108.~~ “First Priority Collateral Agent Fees and Expenses” means the reasonable fees, costs, and expenses and indemnity claims of the First Priority Collateral Agent, including but not limited to, the fees, costs, and expenses of the First Priority Collateral Agent’s counsel.

113. ~~109.~~ “First Priority Collateral Agent Lien” means the Liens and other priority in payment and rights of the First Priority Collateral Agent under the First Priority Security Agreement, the Intercreditor Agreement, and related documents, or otherwise available to the First Priority Collateral Agent under applicable law, for the payment of First Priority Collateral Agent Fees and Expenses.

114. ~~110.~~ “First Priority Security Agreement” means that certain security agreement, dated as of December 30, 2009, among RFC and GMACM and certain of their affiliates, GMAC Inc., and the First Priority Collateral Agent.

115. “FTI” means FTI Consulting, Inc.

116. ~~111.~~ “General Unsecured Claim” means any Claim against a Debtor that is not a/an: (a) Administrative Claim; (b) Priority Tax Claim; (c) Other Priority Claim; (d) Borrower Claim; (e) Revolving Credit Facility Claim; (f) Junior Secured Notes Claim; (g) Other Secured Claim; (h) Senior Unsecured Notes Claim; (i) RMBS Trust Claim; (j) Intercompany Balance; (k) Professional Claim; (l) General Unsecured Convenience Claim; (m) Private Securities Claim; (n) Postpetition Intercompany Balance; (o) NJ Carpenters Claim, except as otherwise provided herein; or (p) FHFA Claim.

117. ~~112.~~ “General Unsecured Convenience Claim” means Claims that would otherwise be classified as General Unsecured Claims but, with respect to each Claim either (i) the aggregate amount of such Claim is less than \$30,000, or (ii) the aggregate amount of such Claim is reduced to \$30,000 by agreement of the holder of such Claim. For the avoidance of doubt, General Unsecured Convenience Claims do not include Borrower Claims.

118. ~~113.~~ “Global Settlement” means the ~~settlement~~settlements among the Debtors, the Creditors’ Committee, Ally ~~and~~, the Consenting Claimants, and certain other parties-in-interest, as set forth in Article IV of the Plan.

119. ~~114.~~ “GM Insurance Rights” means any and all of the Debtors’ rights, titles, privileges, interests, claims, demands, or entitlements to any proceeds, payments, causes of action, and choses in action under, for, or related to the GM Policies with respect to a particular item of loss under the GM Policies, including the rights (1) to recover insurance proceeds for an item of loss covered under the GM Policies and (2) to recover from the insurers that issued the GM Policies for breach of contract or breach of other duty or obligation owed by such insurer under the GM Policies, as applicable, including the duty to settle, together with any extra contractual or tort claim arising therefrom, including bad faith, breach of implied covenant of good faith and fair dealing, fraud, or violation of any statutory or common law duty owed by the insurer under the GM Policies, as applicable, and all with respect to a particular item of loss under the GM Policies.

120. ~~115.~~ “GM Policies” means the General Motors Combined Specialty Insurance Program 12/15/00 – 12/15/03, with the policy numbers as set forth in the Plan Supplement.

121. ~~116.~~ “GMACM” means GMAC Mortgage, LLC.

122. ~~117.~~ “GMACM Debtors” means each of following Debtor subsidiaries of GMACM Holding: GMACM; ditech, LLC; ETS; ETS of Virginia, Inc.; ETS of Washington, Inc.; GMAC Mortgage USA Corporation; GMAC RH Settlement Services, LLC; GMACM Borrower LLC; GMACM REO LLC; GMACR Mortgage Products, LLC; Home Connects Lending Services, LLC; Ladue Associates, Inc.; Passive Asset Transactions, LLC; PATI A, LLC; PATI B, LLC; PATI Real Estate Holdings, LLC; Residential Consumer Services of Alabama, LLC; Residential Consumer Services of Ohio, LLC; Residential Consumer Services of Texas, LLC; Residential Consumer Services, LLC; and Residential Mortgage Real Estate Holdings, LLC.

123. ~~118.~~ “GMACM Debtors Unit Distribution” means 27,045,339 Units, representing 27.05% of the Total Initial Units Outstanding, subject to the adjustment as provided in Article IV.J.

124. ~~119.~~ “GMACM Holding” means GMAC Residential Holding Company, LLC.

125. ~~120.~~ “GMACM Pool” has the meaning set forth in Article IV.C.2(a).

126. ~~121.~~ “GMACM Unsecured Claims” means the RMBS Trust Claims and General Unsecured Claims, in each case, against the GMACM Debtors.

127. ~~122.~~ “GMACM Weighted Claim” has the meaning set forth in Article IV.C.3(c).

128. ~~123.~~ “GNBT” means Guaranty National Bank of Tallahassee.

129. ~~124.~~ “Governmental Unit” means “governmental unit” as such term is defined in section 101(27) of the Bankruptcy Code.

130. ~~125.~~ “HSBC” means HSBC Bank USA, N.A. solely in its capacity as trustee in respect of certain of the RMBS Trusts.

131. ~~126.~~ “Impaired” means, with respect to any Class, a Class that is impaired as set forth in section 1124 of the Bankruptcy Code.

132. ~~127.~~ “Indenture Trustees” means the Junior Secured Notes Indenture Trustee and the Senior Unsecured Notes Indenture Trustee.

133. ~~128.~~ “Indentures” means the Junior Secured Notes Indenture and the Senior Unsecured Notes Indenture.

134. ~~129.~~ “Initial Unit Distribution Date” means the date on which the Liquidating Trust makes, or causes to be made, the initial distribution of Units.

135. ~~130.~~ “Initial Unit Distribution Record Date” means the ~~Voting Deadline~~ date as of which the Disputed Claims are to be estimated pursuant to the motion for an order establishing the Disputed Claims Reserve with respect to unliquidated and/or Disputed Claims, 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.

136. ~~131.~~ “Institutional Investors” means the Steering Committee Consenting Claimants and the Talcott Franklin Consenting Claimants.

~~**132.** “Insurance Defenses” means any legal, equitable or contractual defense that any insurer may have under applicable non-bankruptcy law to an assertion that such insurer is obligated to defend, pay, indemnify or reimburse, or provide insurance coverage for, any item of loss or liability under any insurance policy, except for any defense (a) that is based on the assertion that the transfer of the insurance rights is invalid, unenforceable or otherwise breaches the terms of any applicable policy or any other agreement with that insurer, (b) that has been~~

~~released, waived, altered or otherwise resolved, in full or in part, in any other agreement with that insurer, (c) to the extent affected by applications of principles of res judicata, collateral estopped, claim preclusion or issue preclusion, (d) adjudicated by the Bankruptcy Court, (e) premised upon the commencement of the Chapter 11 Cases under section 301 of the Bankruptcy Code, or (f) that is based on reasonableness.~~

137. ~~133.~~ “Insured Exception” has the meaning set forth in Article IV.C.

138. ~~134.~~ “Insured RMBS Trust” means any RMBS Trust that has an insurance policy with a Monoline.

139. ~~135.~~ “Intercompany Balance” means any prepetition Claim of a Debtor against another Debtor, or any prepetition Claim held by a Non-Debtor Subsidiary against a Debtor, including any subrogation claims and fraudulent conveyance claims related to the forgiveness of intercompany debt, and any other subrogation claims owed by any Debtor to any other Debtor. For the avoidance of doubt, Intercompany Balances do not include any Claim that Ally may assert against a Debtor.

140. ~~136.~~ “Intercreditor Agreement” means the intercreditor agreement, dated as of June 6, 2008, by and among WFB, GMAC LLC, USB, RFC, GMACM, ResCap, Homecomings Financial, LLC, GMAC-RFC Holding Company, LLC, GMAC Residential Holding Company, LLC, GMAC Model Home Finance, LLC, Developers of Hidden Springs, LLC, DOA Holding Properties, LLC, RFC Asset Holdings II, LLC, Passive Asset Transactions, LLC, Residential Mortgage Real Estate Holdings, LLC, Residential Funding, Real Estate Holdings, LLC, Homecomings Financial Real Estate Holdings, LLC and Equity Investment I, LLC [Docket No. 1866, Ex. A].

141. ~~137.~~ “Investor” means a current or former holder of RMBS, in such capacity.

142. ~~138.~~ “JSN Adversary Proceeding” means the adversary proceeding which consolidates the adversary proceeding commenced against the Junior Secured Noteholders by the Creditors’ Committee in the proceeding *Official Committee of Unsecured Creditors v. UMB Bank, N.A. et al.*, Case No. 13-01277(MG) and the adversary proceeding commenced by the Debtors in the proceeding *Residential Capital, et al. v. UMB Bank, N.A.*, Case No. 13-01343(MG) seeking a determination of the Allowed amount and collateral of the Junior Secured Notes Claims.

143. ~~139.~~ “Junior Secured Noteholders” means the holders of Junior Secured Notes.

144. ~~140.~~ “Junior Secured Notes” means the 9.625% junior secured notes due 2015 issued by ResCap pursuant to the Junior Secured Notes Indenture.

145. ~~141.~~ “Junior Secured Notes Claim” means the Junior Secured Notes Secured Claim and the Junior Secured Notes Deficiency Claim, if any.

146. ~~142.~~ “Junior Secured Notes Collateral Agent” means Wells Fargo Bank, N.A., as collateral agent and collateral control agent under the Junior Secured Notes Security Agreement, together with its respective successors and assigns in such capacity.

147. ~~143.~~ “Junior Secured Notes Collateral Agent Fees and Expenses” means the reasonable compensation, fees, expenses, liabilities, disbursements and indemnity claims, including, without limitation, attorneys’ and agents’ fees, expenses and disbursements, incurred by the Junior Secured Notes Collateral Agent, whether prior to or after the Petition Date and whether prior to or after the consummation of the Plan.

148. ~~144.~~ “Junior Secured Notes Deficiency Claim” means the unsecured portion of the Claims of the Junior Secured Noteholders under the Junior Secured Notes ~~Claims~~Indenture as determined by the JSN Adversary Proceeding.

149. ~~145.~~ “Junior Secured Notes Distribution Record Date” means the date on which the distributions under this Plan on account of the Junior Secured Notes Claim are made to the Junior Secured Notes Indenture Trustee.

150. ~~146.~~ “Junior Secured Notes Indenture” means that certain Indenture, dated as of June 6, 2008, among ResCap, as issuer, GMAC Holding, GMAC-RFC Holding Company, LLC, GMACM, RFC, and Homecoming Financial, LLC as guarantors, and the Junior Secured Notes Indenture Trustee.

151. ~~147.~~ “Junior Secured Notes Indenture Trustee” means UMB Bank, N.A., as indenture trustee or successor indenture trustee under the Junior Secured Notes Indenture, together with its respective successors and assigns in such capacity.

152. ~~148.~~ “Junior Secured Notes Indenture Trustee Charging Lien” means any Lien or other priority in payment to which the Junior Secured Notes Indenture Trustee is entitled, pursuant to the Junior Secured Notes Indenture, against distributions to be made to holders of Junior Secured Notes Claims for payment of any Junior Secured Notes Indenture Trustee Fees and Junior Secured Notes Collateral Agent Fees and Expenses.

153. ~~149.~~ “Junior Secured Notes Indenture Trustee Fees” means the reasonable compensation, fees, expenses, liabilities, disbursements and indemnity claims, including, without limitation, attorneys’ and agents’ fees, expenses and disbursements, incurred by the Junior Secured Notes Indenture Trustee, whether prior to or after the Petition Date and whether prior to or after the consummation of the Plan.

154. ~~150.~~ “Junior Secured Notes Secured Claim” means the portion of the Claims of the Junior Secured Noteholders under the Junior Secured Notes ~~Claim~~Indenture that is a Secured Claim as determined by the JSN Adversary Proceeding.

155. ~~151.~~ “Junior Secured Notes Security Agreement” means that certain Amended and Restated Third Priority Pledge and Security Agreement and Irrevocable Proxy, dated as of December 30, 2009, among ResCap and certain of its affiliates, the Junior Secured Notes Indenture Trustee and the Junior Secured Notes Collateral Agent.

156. ~~152.~~ “Kessler Class Action” means the consolidated class action entitled *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.

157. ~~153.~~ “Kessler Class Claimants” means the putative class of Persons represented in the Kessler Class Action, asserting claims against the Debtors.

158. ~~154.~~ “Kessler Settlement Agreement” means that certain Settlement Agreement between the Debtors and the representatives of the Kessler Class Claimants, attached as Exhibit 5 to the *Joint Motion Pursuant to 11 U.S.C. 105 and Fed. R. Bankr. P. 7023 and 9019 for an Order (1) Granting Class Certification for Purposes of Settlement Only, (2) Appointment Class Representative and Class Counsel for Purposes of Settlement Only, (3) Preliminarily Approving the Settlement Agreement Between Plaintiffs, On Their Own Behalf and On Behalf of the Class of Similarly Situated Persons, and the Debtors, (4) Approving the Form and Manner of Notice to the Class, (5) Scheduling a Fairness Hearing to Consider Approval of the Settlement on a Final Basis and Related Relief and (6) Approving the Settlement Agreement on a Final Basis and Granting Related Relief* [Docket No. 4451].

159. ~~155.~~ “Kessler Settlement Approval Orders” means the preliminary and final orders approving the certification of the Kessler Class Claimants as a settlement class under Bankruptcy Rule 7023 and approving the Kessler Settlement Agreement under section 105(a) of the Bankruptcy Code and Bankruptcy Rules 9019 and 7023.

160. ~~156.~~ “Kessler Settlement Class” means the settlement class comprised of the Kessler Class Claimants certified pursuant to the Kessler Settlement Approval Orders.

161. ~~157.~~ “LDTC” means Law Debenture Trust Company of New York solely in its capacity as separate trustee in respect of certain of the RMBS Trusts.

162. ~~158.~~ “Lien” means a “lien” as such term is defined in section 101(37) of the Bankruptcy Code.

163. ~~159.~~ “Liquidating Trust” means that certain Delaware statutory trust continued on or about the Effective Date as successor by conversion of a common law trust in accordance with the provisions of Article VI of the Plan and the Liquidating Trust Agreement.

164. ~~160.~~ “Liquidating Trust ~~Administrative Reserve~~” means the reserve established Expenses Set Aside” means an amount of Cash or other assets 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, including costs, fees, and expenses of the Estates payable after the Effective Date.

165. ~~161.~~ “Liquidating Trust Agreement” means that certain trust agreement, the form of which shall be included in the Plan Supplement, that, among other things: (a) establishes and governs the Liquidating Trust; (b) describes the powers, duties and responsibilities of the Liquidating Trustees; and (c) provides for the liquidation and distribution of proceeds of the Liquidating Trust Assets.

166. ~~162.~~ “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.

167. ~~163.~~ “Liquidating Trust Board” means the board of trustees appointed to oversee the administration of the Liquidating Trust and the disposition of the Liquidating Trust Assets. The identities of the Persons to serve on the Liquidating Trust Board as of the Effective Date will be set forth in the Plan Supplement.

168. ~~164.~~ “Liquidating Trust Budget” means the annual budget of expenses for administering the Liquidating Trust.

169. ~~165.~~ “Liquidating Trust Causes of Action” means the Claims and Causes of Action transferred to the Liquidating Trust on the Effective Date, including those Claims and Causes of Action set forth in the Plan Supplement.

170. ~~166.~~ “Liquidating Trust Management” means those Persons designated by the Liquidating Trust Board to manage the Liquidating Trust. The identities of the Persons to serve as Liquidating Trust Management as of the Effective Date will be set forth in the Plan Supplement.

171. ~~167.~~ “Liquidating Trust Unit Beneficiaries” means (i) the holders of ResCap Unsecured Claims, GMACM Unsecured Claims, and RFC Unsecured Claims (in each case, whether Allowed or Disputed), other than holders of RMBS Trust Claims and ETS Unsecured Claims, (ii) the RMBS Claims Trust, and (iii) the Private Securities Claims Trust (and those Private Securities Claimants holding Units). For the avoidance of doubt, Liquidating Trust Unit Beneficiaries includes Wilmington Trust, on behalf of the Senior Unsecured Noteholders, until such time as Wilmington Trust causes the distribution of Units received by it to the Senior Unsecured Noteholders.

172. ~~168.~~ “Liquidating Trustee” means a member of the Liquidating Trust Board.

173. ~~169.~~ “Loan Group” means any group of loans established by the governing agreements for an RMBS Trust so that only a particular class or classes of securities issued by such RMBS Trust benefit from the proceeds of such loans.

174. ~~170.~~ “MassMutual” means Massachusetts Mutual Life Insurance Company and its subsidiaries and affiliates.

175. ~~171.~~ “MBIA” means MBIA Insurance Corporation and its subsidiaries and affiliates but excluding Cutwater Holdings, LLC and its subsidiaries Cutwater Investor Services Corp., Cutwater Asset Management Corp. and Trifinium Advisors (UK) Limited.

176. ~~172.~~ “Misdirected Funds” means the approximately \$2.6 million of funds that were misdirected to the Debtors’ tri-party account with Bank of New York Mellon prior to the Petition Date.

177. ~~173.~~ “Moelis” means Moelis & Company LLC.

178. ~~174.~~ “Monolines” means FGIC, MBIA, and the other insurers who provided financial guaranty insurance policies insuring amounts payable to RMBS in connection with certain of the RMBS Trusts, but does not include insurers of particular mortgage loans or groups of mortgage loans held by an RMBS Trust, for the purposes of the RMBS Trust Allocation Protocol.

179. ~~175.~~ “Monoline Claims Settlement” means the settlement of the Allowed amount and allocation among Debtor Groups of the Claims held by MBIA, and FGIC.

180. ~~176.~~ “Monoline Reservation” means the reservation of rights of each Insured RMBS Trustee (excluding the RMBS Trusts insured by FGIC) as set forth in Article IV herein.

181. ~~177.~~ “NJ Carpenters Approval” means the approvals of the NJ Carpenters Settlement from the Bankruptcy Court (which may be the Confirmation Order or a separate order of the Bankruptcy Court), and the District Court.

182. ~~178.~~ “NJ Carpenters Claims” means any and all claims, demands, rights, liabilities, and causes of action of every nature and description, known or Unknown, suspected or unsuspected, contingent or non-contingent, matured or unmatured, whether or not concealed or hidden, which now exist, or heretofore have existed, whether arising under federal, state, common, or foreign law, that any NJ Carpenters Class Member (a) asserted in the NJ Carpenters Class Action, or (b) could have asserted in any forum arising from or related in any way to the acts, failures to act, transactions, facts, events, matters, disclosures, statements, occurrences, representations, or omissions asserted or that could have been asserted in the NJ Carpenters Class Action against the NJ Carpenters Released Parties. Notwithstanding the foregoing, “NJ Carpenters Claims” shall not include (a) any rights or claims against the Debtors that any NJ Carpenters Class Member may possess or be entitled to as a holder of RMBS pursuant to the RMBS Trust Settlement or any other distribution in the Plan in connection with the claims asserted in connection with the RMBS Trust Settlement, or (b) claims against any NJ Carpenters Non-Settling Defendant.

183. ~~179.~~ “NJ Carpenters Claims Distribution” means a distribution in the amount of \$100 million in Cash in full and final satisfaction of the NJ Carpenters Claims, on terms as set forth in the NJ Carpenters Settlement.

184. ~~180.~~ “NJ Carpenters Class Action” means the class action entitled *New Jersey Carpenters Health Fund, et al. v. Residential Capital, LLC, et al.*, Civ. No. 08-8781(HB) pending in the District Court.

185. ~~181.~~ “NJ Carpenters Class Members” means the named plaintiffs in the NJ Carpenters Class Action and all other persons or entities who purchased or otherwise acquired beneficial interests in any of the following pass-through certificates and who were allegedly damaged thereby: RALI Series 2007-QS1, RALI Series 2007-QO4, RALI Series 2007-QH4, RALI Series 2006-QO7, RALI Series 2007-QS5, RALI Series 2006-QS7, RALI Series 2007-QO2, RALI Series 2006-QS11, RALI Series 2007-QS4, RALI Series 2006-QA4, RALI Series 2006-QA6, RALI Series 2006-QA7, RALI Series 2006-QA8, RALI Series 2006-QA10, RALI Series 2006-QA11, RALI Series 2007-QA1, RALI Series 2007-QA2, RALI Series

2007-QO3, RALI Series 2007-QA3, RALI Series 2007-QA5, RALI Series 2007-QH8, RALI Series 2007-QH9, RALI Series 2007-QO5, RALI Series 2007-QS11, RALI Series 2007-QS6, RALI Series 2006-QS8, RALI Series 2006-QS9, RALI Series 2007-QS7, RALI Series 2007-QH2, RALI Series 2007-QH5, RALI Series 2007-QH6, RALI Series 2006-QS18, RALI Series 2006-QO10, RALI Series 2006-QO3, RALI Series 2006-QO6, RALI Series 2007-QH3, RALI Series 2007-QS2, RALI Series 2006-QO9, RALI Series 2006-QO8, RALI Series 2006-QO5, RALI Series 2006-QA5, RALI Series 2006-QA9, RALI Series 2006-QH1, RALI Series 2006-QO4, RALI Series 2006-QS5, RALI Series 2006-QS16, RALI Series 2006-QS17, RALI Series 2007-QH1, RALI Series 2007-QO1, RALI Series 2007-QS3, RALI Series 2007-QA4, RALI Series 2007-QH7, RALI Series 2007-QS8, RALI Series 2007-QS10, RALI Series 2006-QS12, RALI Series 2006-QS13, RALI Series 2006-QS6, RALI Series 2007-QS9 and RALI Series 2006-QS15. Notwithstanding the foregoing, “NJ Carpenters Class Members” shall not include (a) the NJ Carpenters Class Opt-Outs, (b) the Private Securities Claimants, or (c) the NJ Carpenters Defendants, and their respective officers, affiliates and directors at all relevant times, members of their immediate families and their legal representatives, executors, estates, administrators, successors and assigns, insurers, or any entity in which any defendants have or had a controlling interest, provided that any investment company or pooled investment fund (including, but not limited to, mutual fund families, exchange-traded funds, fund of funds, and hedge funds) in which any of the NJ Carpenters Defendants have or may have a direct or indirect interest, or as to which its affiliates may act as investment advisors, but in which any of the NJ Carpenters Defendants or any of their respective affiliates is not a majority owner or does not hold a majority beneficial interest, shall not be deemed an excluded person or entity by definition.

186. ~~182.~~ “NJ Carpenters Class Opt-Outs” means any persons or entities who exclude themselves from the NJ Carpenters Class Action and the NJ Carpenters Settlement in the manner contemplated by the NJ Carpenters Notice.

187. ~~183.~~ “NJ Carpenters Defendants” means the NJ Carpenters Non-Settling Defendants and the NJ Carpenters Settling Defendants.

188. ~~184.~~ “NJ Carpenters Non-Settling Defendants” means Goldman, Sachs & Co., Deutsche Bank Securities Inc., Citigroup Global Markets Inc., and UBS Securities LLC, as well as any other defendant(s) later brought into the NJ Carpenters Class Action (not including the NJ Carpenters Released Parties).

189. ~~185.~~ “NJ Carpenters Notice” means the Notice of Pendency of Class Action and Proposed Settlement, Settlement Fairness Hearing and Motion for Reimbursement of Litigation Expenses, attached as Exhibit A-1 to the NJ Carpenters Settlement.

190. ~~186.~~ “NJ Carpenters Plan of Allocation” means the plan of allocation for the NJ Carpenters Claims Distribution to be approved by and under the jurisdiction of the District Court.

191. ~~187.~~ “NJ Carpenters Released Parties” means (a) the NJ Carpenters Settling Defendants, and (b) with respect to each of the foregoing, as applicable, their parents, subsidiaries, and affiliates and all of their respective past, current, and future respective directors,

officers, employees, partners, insurers, co-insurers, reinsurers, agents, controlling shareholders, shareholders, attorneys, accountants, auditors, advisors, investment advisors, personal or legal representatives, predecessors, successors, divisions, joint ventures, assigns, spouses, heirs, related or affiliated entities, and any entity in which any NJ Carpenters Released Party has a controlling interest, and all of their respective property. For the avoidance of doubt, the insurers, co-insurers, and reinsurers listed above do not include the insurers that issued the GM Policies in their capacity as insurers under the GM Policies.

192. ~~188.~~ “NJ Carpenters Settlement” means the Stipulation and Agreement of Settlement with Certain Defendants, dated as of June 14, 2013, by and among the lead plaintiffs in the NJ Carpenters Class Action and the NJ Carpenters Released Parties, which is subject to the NJ Carpenters Approval.

193. ~~189.~~ “NJ Carpenters Settling Defendants” means Residential Capital, LLC, Residential Funding Company, LLC, Residential Accredited Loans, Inc., Bruce J. Paradis, Kenneth M. Duncan, Davee L. Olson, Ralph T. Flees, Lisa R. Lundsten, James G. Jones, David M. Bricker, James N. Young and Ally Securities.

194. ~~190.~~ “Non-Debtor Subsidiaries” means Canada Mortgage Acceptance Corporation; Cap Re of Vermont, LLC; Foreign Obligation Exchange, Inc. 2003-H11; Foreign Obligation Exchange, Inc. 2003-H12; Foreign Obligation Exchange, Inc. 2003-H14; Foreign Obligation Exchange, Inc. 2004-H11; Foreign Obligation Export, Inc.; Flume (No. 8) Limited; GMAC Residential Funding of Canada Limited; GMAC-RFC Auritec, S.A.; GMAC-RFC Espana Hipotecas SL; GMAC-RFC Europe Limited; GMAC-RFC Holdings Limited; GMAC-RFC Property Finance Limited; Investments B.V. GXI; Investments B.V. GXII; Phoenix Residential Securities, LLC; PreEmac 2 NL B.V.; and Viaduct (No. 7) Limited.

195. ~~191.~~ “Ocwen” means Ocwen Loan Servicing, LLC.

196. ~~192.~~ “Ocwen APA” means that certain Asset Purchase Agreement, dated as of November 2, 2012, as amended and supplemented, entered into by and among Ocwen, ResCap, RFC, GMACM, ETS, ETS of Washington, Inc., EPRE LLC, GMACM Borrower LLC and RFC Borrower LLC [Docket No. 2246, Ex. 1].

197. ~~193.~~ “Order of Assessment” means the Order of Assessment of a Civil Money Penalty Issued Upon Consent Pursuant to the Federal Deposit Insurance Act, as amended, dated February 10, 2012.

198. ~~194.~~ “Original RMBS Settlement Agreements” means, collectively, the Third Amended and Restated RMBS Trust Settlement Agreement between the Debtors and the Steering Committee Consenting Claimants, and the Third Amended and Restated RMBS Trust Settlement Agreement between the Debtors and the Talcott Franklin Consenting Claimants, filed with the Bankruptcy Court on March 15, 2013, as Exhibits 1 and 2, respectively to the *Declaration of LaShann M. DeArcy in further support of Debtors Motion Pursuant to Fed. R. Bankr. P. 9019 for Approval of the RMBS Settlement Agreements* [Docket No. 3220].

199. ~~195.~~ “Original Settling RMBS Trusts” means those 392 RMBS Trusts covered in the Original RMBS Settlement Agreements.

200. ~~196.~~ “Other Priority Claim” means any Claim other than an Administrative Claim or Priority Tax Claim that is entitled to priority in payment pursuant to section 507(a) of the Bankruptcy Code.

201. ~~197.~~ “Other Secured Claim” means any Secured Claim other than a Junior Secured Notes Secured Claim.

202. ~~198.~~ “Paulson” means funds and accounts managed by Paulson & Co. Inc.

203. ~~199.~~ “Paydown Order” means the *Order Granting Debtors’ Amended Motion for Entry Under 11 U.S.C. §§ 105 and 363 Authorizing the Debtors to Satisfy Certain Secured Claims* [Docket No. 3967].

204. ~~200.~~ “Pension Plan” has the meaning set forth in Article IX.E.

205. ~~201.~~ “Person” means a “person” as such term is defined in section 101(41) of the Bankruptcy Code.

206. ~~202.~~ “Petition Date” means May 14, 2012.

~~203. “PFIC” means a passive foreign investment company as defined in section 1297(a) of the Tax Code or “grantor trust” under section 671-679 of the Tax Code.~~

207. ~~204.~~ “Phase I” means the first phase of the JSN Adversary Proceeding.

208. ~~205.~~ “Plan” means this Joint Chapter 11 Plan proposed by Residential Capital, LLC, *et al.* and the Official Committee of Unsecured Creditors, including all exhibits, addenda, schedules or other attachments hereto, and the Plan Supplement, each of which is incorporated herein by reference, as may be amended, modified, or supplemented from time to time in accordance with the Plan Support Agreement.

209. ~~206.~~ “Plan Documents” means, collectively, the Plan, including all exhibits thereto and the Plan Supplement, the Disclosure Statement and the Confirmation Order.

210. ~~207.~~ “Plan Proponents” means the Debtors and the Creditors’ Committee.

211. ~~208.~~ “Plan Supplement” means a compilation of documents and forms of documents, schedules, and exhibits to the Plan to be Filed on notice to parties-in-interest, and additional documents filed as supplements or amendments to the Plan Supplement including the following: (i) the Assumption Schedule, (ii) the Liquidating Trust Agreement, (iii) the RMBS Claims Trust Agreement, (iv) the Borrower Claims Trust Agreement, (v) the Private Securities Claims Trust Agreement, (vi) the identities of the initial Liquidating Trust Board, (vii) the identities of the initial Liquidating Trust Management, (viii) the identity of the Borrower Claims Trustee and the initial members of the Borrower Claims Trust Committee, (ix) the identity of the Private Securities Claims Trustee, (x) the amount of the Borrower Trust True-Up, (xi) a

cooperation agreement by and between the Liquidating Trustee and the Kessler Settlement Class, (xii) the policy numbers for the GM Policies, (xiii) the Liquidating Trust Causes of Action, (xiv) the stipulated amounts of the Allowed Fee Claim, (xv) the Borrower-Related Causes of Action, (xvi) updated RMBS Trust Claims Schedules, (xvii) estimated Ally Contract Claims, (xviii) the identity of the RMBS Claims Trust Trustees, (xix) 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; and (xx) an initial list of Claims proposed to be subordinated under the Plan. The Plan Proponents shall File the Assumption Schedule no later than twenty-one (21) days before the commencement of the Confirmation Hearing, and the remainder of the substantially complete versions of the materials comprising the Plan Supplement no later than ten (10) days prior to the deadline to object to the Plan or such later date as may be approved by the Bankruptcy Court, except as otherwise provided under the Plan.

212. ~~209.~~ “Plan Support Agreement” means the agreement to support the Plan together with all exhibits attached thereto, including the term sheets, dated as of May 13, 2013, by and among the Debtors, Ally, the Creditors’ Committee, and the Consenting Claimants, as the same may be amended or modified in accordance with its terms. [Docket No. 3814, Ex. 3].

213. ~~210.~~ “Plan Trustees” means, collectively, the Liquidating Trustees, the RMBS Claims Trust Trustees, the Borrower Claims Trustee, and the Private Securities Claims Trustee.

214. ~~211.~~ “Plan Trusts” means, collectively, the Liquidating Trust, the RMBS Claims Trust, the Borrower Claims Trust, and the Private Securities Claims Trust.

215. ~~212.~~ “Postpetition Intercompany Balances” means any Claim against a Debtor held by another Debtor based on “Intercompany Transactions” arising pursuant to the Cash Management Order, which Claim is, pursuant to the Cash Management Order, accorded administrative expense status and priority of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code.

216. ~~213.~~ “Priority Tax Claim” means any Claim of a Governmental Unit of the kind specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code, and any secured tax claim arising under section 506(a) or 506(b) of the Bankruptcy Code.

217. ~~214.~~ “Private Securities Claimants” means (i) AIG, (ii) Allstate, (iii) Asset Management Funds d/b/a AMF Funds, AMF Intermediate Mortgage Fund, AMF Ultra Short Mortgage Fund, (iv) Bank Hapoalim B.M., (v) Cambridge Place Investment Management, Inc., in two capacities based on separate actions, (vi) Deutsche Zentra-Genossenschaftsbank, New York Branch, d/b/a DZ Bank AG, New York, DH Holding Trust, (vii) Federal Home Loan Bank of Boston, (viii) Federal Home Loan Bank of Chicago, (ix) Federal Home Loan Bank of Indianapolis, (x) HSH Nordbank AG, HSH Nordbank AG Luxembourg Branch, HSH Nordbank AG New York Branch, HSH Nordbank Securities S.A., (xi) Huntington Bancshares Inc., (xii) IKB Deutsche Industriebank AG, IKB International S.A. in liquidation, (xiv) John Hancock Life Insurance Company (U.S.A.), (xiv) MassMutual, (xv) Principal Life Insurance Company, Principal Funds, Inc., Principal Variable Contracts Funds, Inc., (xvi) Prudential, (xvii) Sealink Funding Limited, (xviii) Sticing Pensioenfonds ABP, (xix) The Union Central Life Insurance

Company/Ameritas Life Insurance Corp./Acacia Life Insurance Company, and (xx) 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., all in their capacity as holders of Private Securities Claims.

218. ~~215.~~ “Private Securities Claims” means those securities litigation claims against the Debtors, including claims against the Debtors and Ally, arising from the purchase or sale of RMBS, held by the Private Securities Claimants.

219. ~~216.~~ “Private Securities Claims Trust” means the trust established for the benefit of the holders of the Private Securities Claims.

220. ~~217.~~ “Private Securities Claims Trust Agreement” means that certain trust agreement, the form of which shall be included in the Plan Supplement, that, among other things, sets forth the criteria, methodology and procedures for making distributions to holders of Private Securities Claims.

221. ~~218.~~ “Private Securities Claims Trust Unit Distribution” means the number of Units to be issued by the Liquidating Trust to the Private Securities Claims Trust on the Initial Unit Distribution Date, which shall equal 9,545,578 Units, representing 9.55% of the Total Initial Units Outstanding, subject to the adjustment as provided in Article IV.J.

222. ~~219.~~ “Private Securities Claims Trustee” means the Person selected to serve as trustee of the Private Securities Claims Trust. The identity of the Person to serve as the Private Securities Claims Trustee as of the Effective Date will be set forth in the Plan Supplement.

223. ~~220.~~ “Pro Rata Share” means, with respect to any Claim, at any time, the proportion that the amount of such Claim in a particular Class or group of Classes bears to the aggregate amount of all Claims (including Disputed Claims) in such Class or group of Classes, unless in each case the Plan provides otherwise. The amount of a Disputed Claim shall be the amount of such Claim as estimated in accordance with the provisions of Article VIII.D, and as such definition is used in Article III.D.1(d), Article III.D.2(d) and Article III.D.3(d), the Claim amounts shall be determined as of the Initial Unit Distribution Record Date.

224. ~~221.~~ “Pro Rata Unit Share” means, with respect to a Unitholder at any time, the fraction (which may be expressed as a percentage) equal to the number of Units held by such Unitholder divided by the Total Units Outstanding at that time.

225. ~~222.~~ “Professional” means any Person or Entity: (a) employed in the Chapter 11 Cases under a Final Order in accordance with sections 327, 328 or 1103 of the Bankruptcy Code and compensated for services rendered prior to or on the Effective Date under sections 327, 328, 329, 330, or 331 of the Bankruptcy Code or (b) for which the Bankruptcy Court has allowed compensation and reimbursement under section 503(b)(4) of the Bankruptcy Code.

226. ~~223.~~ “Professional Claim” means a Claim by a Professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses

incurred from and after the Petition Date through and including the Effective Date under sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code.

~~224. “Professional Fee Escrow Account” means an escrow account to be funded with the Professional Fee Reserve Amount by the Liquidating Trust on the Effective Date solely for the purpose of paying all Allowed Professional Claims.~~

~~225. “Professional Fee Reserve Amount” means the aggregate Accrued Professional Compensation through the Effective Date as estimated by the Professionals in accordance with Article H.B.3.~~

~~226.~~ 227. “Proof of Claim” means a written proof of Claim Filed against any Debtor in the Chapter 11 Cases.

~~227.~~ 228. “Prudential” means Prudential Insurance Company of America and its subsidiaries and affiliates.

~~228.~~ 229. “Recognized Additional R+W Claims” has the meaning set forth in Article IV.C.3.a.ii.2.

~~229.~~ 230. “Recognized Cure Claims” has the meaning set forth in Article IV.C.3.a.i.

~~230.~~ 231. “Recognized Original R+W Claims” has the meaning set forth in Article IV.C.3.a.ii.1.

~~231.~~ 232. “Recognized RMBS Claims” means (i) Recognized Cure Claims, (ii) Recognized Original R+W Claims, (iii) Recognized Additional R+W Claims, and (iv) Recognized Unsecured Servicing Claims.

~~232.~~ 233. “Recognized Unsecured Servicing Claims” has the meaning set forth in Article IV.C.3.a.iii.

~~233.~~ 234. “Registered Holder” means the registered holders of the Junior Secured Notes and the Senior Unsecured Notes issued pursuant to the Indentures.

~~234.~~ 235. “Rejection Damages Claim Bar Date” means the date that is (a) with respect to an Executory Contract or Unexpired Lease that is rejected pursuant to the Plan, forty-five (45) days after the Effective Date, or (b) with respect to an Executory Contract or Unexpired Lease that is otherwise rejected, the applicable bar date established by the Bar Date Order or other order of the Bankruptcy Court.

~~235.~~ 236. “Released Claims” means Claims, Equity Interests, Causes of Action or liabilities that: (i) have been discharged ~~or~~ terminated, or satisfied pursuant to the terms of the Plan; (ii) have been released pursuant to the Plan; or (iii) are subject to exculpation pursuant to the Plan.

237. ~~236.~~ “Released Party” means the Liquidating Trust, and each Ally Released Party, Debtor Released Party, and Exculpated Party, or the property or Estate of any Entity so released, discharged or exculpated.

238. ~~237.~~ “REMIC” means a real estate mortgage investment conduit as defined in section 860D(a) of the Tax Code.

239. ~~238.~~ “Representatives” means a person’s or entity’s former and current officers, former and current directors, former and current principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, and other professionals, each solely in its capacity as such; provided, that in the case of Ally and the Debtors, “Representatives” shall not include an underwriter that is unaffiliated with Ally or the Debtors against which an Investor has a pending or tolled Cause of Action. For the avoidance of doubt, Lewis Kruger shall be deemed to be a Representative of the Debtors.

240. ~~239.~~ “ResCap” means Residential Capital LLC.

241. ~~240.~~ “ResCap Debtors” means ResCap, GMACM Holding, and RFC Holding.

242. ~~241.~~ “ResCap Debtors Unit Distribution” means 30,413,337 Units, representing 30.41% of the Total Initial Units Outstanding, subject to the adjustment as provided in Article IV.J.

243. ~~242.~~ “ResCap Unsecured Claims” means the Senior Unsecured Notes Claims and General Unsecured Claims, in each case against the ResCap Debtors.

244. ~~243.~~ “Revolving Credit Facility” means that certain Amended and Restated Credit Agreement, dated as of December 30, 2009 (as amended, supplemented or otherwise modified), by and among AFI as initial lender and agent, Wells Fargo, N.A. as first priority collateral agent, RFC and GMACM as borrowers, and ResCap and certain other affiliates of the borrowers as guarantors.

245. ~~244.~~ “Revolving Credit Facility Claims” means any Claim held by Ally for default interest or fees under the Revolving Credit Facility.

246. ~~245.~~ “RFC” means Residential Funding Company, LLC.

247. ~~246.~~ “RFC Debtors” means each of the following Debtor subsidiaries of RFC Holding: RFC; DOA Holding Properties, LLC; DOA Properties IX (Lots-Other), LLC; EPRE LLC; Equity Investment I, LLC; GMAC Model Home Finance I, LLC; HFN REO SUB II, LLC; Homecomings Financial Real Estate Holdings, LLC; Homecomings Financial, 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 Funding Mortgage Exchange, LLC; Residential Funding Mortgage Securities I, Inc.; Residential Funding Mortgage Securities II, Inc.; Residential Funding 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.

248. ~~247.~~ “RFC Debtors Unit Distribution” means 32,995,746 Units, representing 33.00% of the Total Initial Units Outstanding, subject to the adjustment as provided in Article IV.J.

249. ~~248.~~ “RFC Holding” means GMAC-RFC Holding Company, LLC.

250. ~~249.~~ “RFC Pool” has the meaning set forth in Article IV.C.2(a).

251. ~~250.~~ “RFC Unsecured Claims” means the RMBS Trust Claims and General Unsecured Claims, in each case against the RFC Debtors.

252. ~~251.~~ “RFC Weighted Claim” has the meaning set forth in Article IV.C.3(d).

253. ~~252.~~ “RMBS” means residential mortgage-backed securities, notes and certificates issued by the RMBS Trusts.

254. ~~253.~~ “RMBS Claims Trust” means the trust established for the benefit of the RMBS Trusts that have Recognized RMBS Claims, which shall be treated by all parties, including, without limitation, the Debtors, the RMBS Claims Trust Trustees, and the RMBS Trustees as a “qualified settlement fund” within the meaning of 468B of the Tax Code and the Treasury Regulations thereunder.

255. ~~254.~~ “RMBS Claims Trust Agreement” means that certain trust agreement, the form of which shall be included in the Plan Supplement, that, among other things, sets forth the criteria, methodology and procedures for making distributions to RMBS Trusts having Recognized RMBS Claims.

256. ~~255.~~ “RMBS Claims Trust Trustees” means the Persons selected to serve as trustees of the RMBS Claims Trust, which may be one or more of the RMBS Trustees. The identity of the Persons to serve as the RMBS Claims Trustees as of the Effective Date will be set forth in the Plan Supplement.

257. ~~256.~~ “RMBS Cure Claims” means all claims of RMBS Trusts against the Debtors other than RMBS R+W Claims, including, without limitation, all claims of RMBS Trusts against the Debtors based on servicing obligations and other obligations of the Debtors as servicers and otherwise that were outstanding as of the date of the closing of the sale of the Debtors’ servicing platform to Ocwen, that became due and owing after such closing date, or that become due and owing, as a result of pre-closing actions of the Debtors as servicers and were required to be cured prior to the assumption and assignment to Ocwen pursuant to section 365(b)(1)(A) of the Bankruptcy Code.

258. ~~257.~~ “RMBS R+W Claims” means claims of the RMBS Trusts against the Debtors arising from any obligations or liability in respect of the origination and sale of mortgage loans to the RMBS Trusts.

259. ~~258.~~ “RMBS Settlement” means, as part of the Global Settlement, the settlement that provides for the allowance, priority, and allocation of the RMBS Trust Claims, through

approval of the Original RMBS Settlement Agreements as expanded, modified and superseded as set forth in Article IV.C of the Plan.

260. ~~259.~~ “RMBS Trust Allocation Protocol” means the provisions set forth in Article IV.C.3 of the Plan.

261. ~~260.~~ “RMBS Trust Claims” means all the claims, including RMBS Cure Claims and RMBS R+W Claims, of the RMBS Trusts against the Debtors which shall be Allowed under Article IV.C.2(a) of the Plan as non-subordinated unsecured Claims.

262. ~~261.~~ “RMBS Trust Claims Schedules” means Schedules 1-G, 1-R, 2-G, 2-R, 3-G, 3-R, 4-G and 4-R attached to the Plan, as amended and restated when filed as part of the Plan Supplement, and as updated as of the Effective Date as contemplated by Article IV.C.

263. ~~262.~~ “RMBS Trusts” means all residential mortgage backed securitization trusts, net interest margin trusts and similar residential mortgage backed trusts for which the Debtors act as sponsor, depositor, servicer, master servicer or in similar capacities, or a Loan Group in such RMBS Trust, as applicable.

264. ~~263.~~ “RMBS Trustees” means BNY Mellon, DB, USB, HSBC, LDTC, and WFB.

265. ~~264.~~ “Schedules” means the Debtors’ schedules of assets and liabilities and statements of financial affairs, Filed under section 521 of the Bankruptcy Code and the Bankruptcy Rules, as amended, supplemented, or modified.

266. ~~265.~~ “Secured Claim” means any Claim that is (a) secured by a Lien on collateral, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Court order, to the extent of the value of such collateral, as determined in accordance with section 506(a) of the Bankruptcy Code, or (b) subject to a valid right of setoff under section 553 of the Bankruptcy Code.

267. ~~266.~~ “Senior Unsecured Noteholders” means the beneficial holders of Senior Unsecured Notes.

268. ~~267.~~ “Senior Unsecured Notes” means the United States dollar denominated notes maturing between June 2012 and June 2015, euro denominated notes that matured in May 2012, and U.K. sterling denominated notes maturing between May 2013 and July 2014, each issued by ResCap pursuant to the Senior Unsecured Notes Indenture.

269. ~~268.~~ “Senior Unsecured Notes Claim” means any Claim under or evidenced by the Senior Unsecured Notes, which shall be deemed Allowed against the ResCap Debtors in an amount of \$1,003,327,213.90.

270. ~~269.~~ “Senior Unsecured Notes Indenture” means that certain Indenture, dated as of June 24, 2005, between ResCap, any guarantors party thereto, and the Senior Unsecured Notes Indenture Trustee, as supplemented from time to time.

271. ~~270.~~ “Senior Unsecured Notes Indenture Trustee” means Wilmington Trust, as successor indenture trustee with respect to the Senior Unsecured Notes, and as paying agent, calculation agent and registrar with respect to the United States Dollar Senior Unsecured Notes, under the Senior Unsecured Notes Indenture, together with its respective successors and assigns in such capacity.

272. ~~271.~~ “Senior Unsecured Notes Indenture Trustee Charging Lien” means the Liens and other priority in payment and rights available to the Senior Unsecured Notes Indenture Trustee under the Senior Unsecured Notes Indenture or otherwise available to the Senior Unsecured Notes Indenture Trustee under applicable law, for the payment of Senior Unsecured Notes Indenture Trustee Fees and Expenses.

273. ~~272.~~ “Senior Unsecured Notes Indenture Trustee Fees and Expenses” means the reasonable fees, costs, expenses and indemnity claims of the Senior Unsecured Notes Indenture Trustee, including, but not limited to, the fees, costs and expenses of the Senior Unsecured Notes Indenture Trustees’ counsel and financial advisors.

274. ~~273.~~ “Senior Unsecured Notes Indenture Trustee Reserve” means the reserve of Cash to be funded from the initial Cash distribution issued on account of the Senior Unsecured Notes Claims, and held by the Senior Unsecured Notes Indenture Trustee for the payment of future projected accrued and unpaid, Senior Unsecured Notes Indenture Trustee Fees and Expenses.

275. ~~274.~~ “Servicing Agreement” means either a “Pooling and Servicing Agreement” or an integrated set of “Servicing Agreements,” “Mortgage Loan Purchase Agreements,” “Indentures,” and/or “Trust Agreements,” which, when combined, provide for, among other things, the servicing of the mortgage loans held by an RMBS Trust.

276. ~~275.~~ “Settlement Insurance Policies” means all directors & officers and errors & omissions insurance policies with policy periods between November 2006 and the Effective Date which provide coverage to Ally or its Representatives as well as to the Debtors and/or their Representatives.

277. ~~276.~~ “Settling Parties” means each of the following in its capacity as such: the Debtors, the Creditors’ Committee, Ally, and the Consenting Claimants.

278. ~~277.~~ “Settling Private Securities Claimants” means each of AIG, Allstate, MassMutual and Prudential.

279. “States” means the District of Columbia and the fifty states of the United States.

280. ~~278.~~ “Steering Committee Consenting Claimants” means certain Investors in RMBS backed by mortgage loans held by RMBS Trusts associated with securitizations sponsored by the Debtors between 2004 and 2007 and represented by Kathy D. Patrick of Gibbs & Bruns LLP and Keith H. Wofford of Ropes & Gray LLP.

281. ~~279.~~ “Supporting Senior Unsecured Noteholders” means the holders of the Senior Unsecured Notes that have executed or joined the Plan Support Agreement.

282. ~~280.~~ “Talcott Franklin Consenting Claimants” means certain Investors in RMBS backed by mortgage loans held by RMBS Trusts associated with securitizations sponsored by the Debtors between 2004 and 2007 represented by Talcott Franklin of Talcott Franklin, P.C., Carter Ledyard & Milburn LLP and Miller Johnson.

283. ~~281.~~ “Tax Code” means the Internal Revenue Code of 1986, as amended.

284. ~~282.~~ “Tax Lien” has the meaning set forth in Article II.C.

285. ~~283.~~ “Third Party Release” means the release set forth in Article IX.D.

286. ~~284.~~ “Total Units Outstanding” means 100 million Units, which is the total number of Units to be issued by the Liquidating Trust pursuant to the Plan.

287. ~~285.~~ “Treasury Regulations” means the Treasury regulations promulgated under the Tax Code.

288. ~~286.~~ “Unexpired Lease” means a lease to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

289. ~~287.~~ “Unimpaired” means, with respect to any Class, a Class that is not Impaired.

290. ~~288.~~ “Unit Distribution Date” means a date or dates established pursuant to the Liquidating Trust Agreement or otherwise determined by the Liquidating Trust Board, as of which a distribution of Units shall be made to Liquidating Trust Unit Beneficiaries that are holders of Disputed Claims that became Allowed, in whole or in part.

291. ~~289.~~ “Unit Issuance Percentage” means, in the case of the GMACM Debtors, 27.05%; in the case of the ResCap Debtors, 30.41%; in the case of the RFC Debtors, 33.00%; and in the case of the Private Securities Claims Trust, 9.55%.

292. ~~290.~~ “United States” means the United States of America, its agencies, departments, and agents.

293. ~~291.~~ “Unitholders” means holders of Units.

294. ~~292.~~ “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 Unit Share of Distributable Cash.

295. ~~293.~~ “Unknown” as used in the definition of NJ Carpenters Claims, means any and all NJ Carpenter Claims that any NJ Carpenters Class Member does not know or suspect to exist in his, her or its favor at the time of the release, which if known by him, her or it might have affected his, her or its settlement with and release of the NJ Carpenters Released Parties, or might have affected his, her or its decision not to object to the NJ Carpenters Settlement or not exclude himself, herself or itself from the settlement class. With respect to any and all NJ Carpenters Claims, the parties stipulated and agreed under the NJ Carpenters Settlement that, upon the Effective Date, the NJ Carpenters Class Members shall expressly waive, and shall be

deemed to have waived, and by operation of the order approving the NJ Carpenters Settlement, shall have expressly waived, to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by Cal. Civ. Code § 1542 (to the extent it applies to the Action), and any law of any state or territory of the United States, or principle of common law, or the law of any foreign jurisdiction, that is similar, comparable or equivalent to Cal. Civ. Code § 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

296. ~~294.~~ “Unsecured Claims” means, collectively, the GMACM Unsecured Claims, the ResCap Unsecured Claims and the RFC Unsecured Claims.

297. ~~295.~~ “USB” means U.S. Bank National Association solely in its capacity as trustee, indenture trustee, securities administrator, co-administrator, paying agent, grantor trustee, master servicer, custodian and/or similar agency capacities in respect of certain of the RMBS Trusts.

298. ~~296.~~ “U.S. Trustee” means the United States Trustee for the Southern District of New York.

299. ~~297.~~ “U.S. Trustee Fees” means fees arising under 28 U.S.C. § 1930, and, to the extent applicable, accrued interest thereon arising under 31 U.S.C. § 3717.

300. ~~298.~~ “Voting Deadline” means the date set forth in the order of the Bankruptcy Court approving the Disclosure Statement as the deadline for, among other things, voting to accept or reject the Plan.

301. “Walter” means Walter Investment Management Corporation.

302. ~~299.~~ “WFB” means Wells Fargo Bank, N.A. solely in its capacity as trustee, indenture trustee, securities administrator, co-administrator, paying agent, grantor trustee, master servicer, custodian, and/or similar agency capacities in respect of certain of the RMBS Trusts.

303. ~~300.~~ “Wilmington Trust” means Wilmington Trust, National Association, not individually, but solely in its capacity as Senior Unsecured Notes Indenture Trustee.

B. Rules of Construction

For the purposes of the Plan: (1) any term used in capitalized form that is not defined in the Plan, but that is defined in the Bankruptcy Code or the Bankruptcy Rules, has the meaning assigned to such term in the Bankruptcy Code or the Bankruptcy Rules, as applicable; (2) in the appropriate context, each term, whether stated in the singular or the plural, includes both the singular and the plural, and pronouns stated in the masculine, feminine, or neutral gender include the masculine, feminine, and the neutral gender; (3) unless otherwise stated herein, any reference in the Plan to an existing document or exhibit having been Filed or to be Filed shall mean that

document or exhibit, as it may thereafter be amended, modified, or supplemented; (4) except as otherwise provided in the Plan, all references in the Plan to “Articles” are references to Articles of the Plan; (5) except as otherwise provided in the Plan, the words “herein,” “hereof,” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (6) the words “includes” and “including” are not limiting and mean that the things specifically identified are set forth for purposes of illustration, clarity, or specificity and do not in any respect qualify, characterize, or limit the generality of the class within which such things are included; (7) any reference to an Entity or a Person as a holder of a Claim or Equity Interest includes that Entity’s or Person’s successors, assigns, and affiliates; (8) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (9) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (10) any immaterial effectuating provisions may be interpreted by the Plan Proponents or the Liquidating Trust, as applicable, in a manner that is consistent with the overall purpose and intent of the Plan, all without further order of the Bankruptcy Court.

C. Computation of Time

Except as otherwise provided in the Plan, Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed in the Plan.

D. Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws that would require application of the law of another jurisdiction, shall govern the rights, obligations, construction, and implementation of the Plan, and any agreements, securities, instruments, or other documents executed or delivered in connection with the Plan (except as otherwise set forth in those documents, in which case the governing law of such documents shall control); provided, however, that governance matters relating to the Debtors, the Liquidating Trust, the Borrower Claims Trust, the RMBS Claims Trust, or the Private Securities Claims Trust, as applicable, shall be governed by the laws of the State of incorporation or formation thereof.

ARTICLE II.

**ADMINISTRATIVE CLAIMS, PROFESSIONAL CLAIMS, PRIORITY TAX CLAIMS,
AND U.S. TRUSTEE FEES**

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Professional Claims, Priority Tax Claims and U.S. Trustee Fees have not been classified and, therefore, are excluded from the Classes of Claims and Equity Interests set forth in Article III and shall have the following treatment:

A. Administrative Claims

1. Treatment of Administrative Claims Other than Professional Claims.

Unless otherwise agreed to by the holder of an Allowed Administrative Claim, or set forth in an order of the Bankruptcy Court, the Liquidating Trust will pay each holder of an Allowed Administrative Claim (other than holders of Professional Claims and Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code) the full unpaid amount of such Claim in Cash: (1) if the Administrative Claim is Allowed before the Effective Date, on the Effective Date, or as soon as practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due, or as soon as practicable thereafter); or (2) if the Administrative Claim is Allowed on or after the Effective Date, on the date such Administrative Claim is Allowed, or as soon as practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due, or as soon as practicable thereafter); provided, however, that Allowed Administrative Claims other than Professional ~~Fee~~ Claims that arise in the ordinary course of the Debtors' business shall be paid in the ordinary course of business in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to, such transactions; provided further, however, that accrued and unpaid Postpetition Intercompany Balances shall be satisfied pursuant to the Cash Management Order without further application or order of the Bankruptcy Court. On or after the Effective Date, the Liquidating Trust may settle and pay any Administrative Claim in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

2. Administrative Claims Bar Date

Except as provided for herein or in any order of the Bankruptcy Court, and subject to section 503(b)(1)(D) of the Bankruptcy Code, holders of Administrative Claims (other than holders of Administrative Claims paid in the ordinary course of business, holders of Professional Claims, holders of Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code, and holders of Postpetition Intercompany Balances) must File and serve on the Plan Proponents or the Liquidating Trust, as applicable, requests for the payment of such Administrative Claims not already Allowed by Final Order in accordance with the procedures specified in the Confirmation Order, on or before the Administrative Claim Bar Date or be forever barred, estopped, and enjoined from asserting such Claims against the Debtors, the Plan Trusts, or their assets or properties, and such Claims shall be deemed discharged as of the Effective Date.

B. Professional Claims

1. Final Fee Applications

All final requests for Professional Claims must be Filed no later than seventy-five (75) days after the Effective Date. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior Bankruptcy Court orders, the Allowed amounts of such Professional Claims will be determined by the Bankruptcy Court.

2. Professional ~~Fee Escrow Account~~ Claims

~~On the Effective Date, the Liquidating Trust will establish and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Reserve Amount. The Professional Fee~~

~~Escrow Account will be maintained in trust for the Professionals. The funds in such account will not be property of the Liquidating Trust.~~ The amount of Professional Claims owing to the Professionals will be paid in Cash to such Professionals by the Liquidating Trust, or at the Liquidating Trust's direction, ~~from the Professional Fee Escrow Account,~~ without interest or other earnings therefrom, when such Claims are ~~Allowed by Final Order~~approved by the Bankruptcy Court; provided, that notwithstanding the foregoing, on the Effective Date, the Debtors shall pay (1) Centerview's full In-Court Transaction Fee (as defined in paragraph 3(b) of the engagement letter by and between Centerview and the Debtors)~~and,~~ (2) Moelis' full Restructuring Fee (as defined in paragraph 2 of the engagement letter between Moelis & Company LLC and the Committee and the Creditors' Committee), and (3) FTI's full Completion Fee (as defined in paragraph 3 of the addendum to the engagement letter between FTI and the Debtors, as amended); provided, further, that Centerview and Moelis shall File final requests for Professional Claims in accordance with Section II.B.1 above;~~and provided, further, that the Liquidating Trust's liability for Professional Claims shall not be limited nor be deemed to be limited to the funds available from the Professional Fee Escrow Account. After all Professional Claims have been paid in full, amounts remaining in the Professional Fee Escrow Account, if any, will be transferred to the Liquidating Trust.~~

~~**3. Professional Fee Reserve Amount** To receive payment for Accrued Professional Compensation incurred through the Effective Date, Professionals shall estimate their Accrued Professional Compensation prior to and as of the Effective Date and deliver such estimate to the Plan Proponents at least five (5) Business Days prior to the anticipated Effective Date. If a Professional does not provide such estimate, the Plan Proponents may estimate the unbilled fees and expenses of such Professional. The total amount so estimated will constitute the Professional Fee Reserve Amount; provided that such estimate will not be considered an admission or limitation with respect to the fees and expenses of such Professional. The Professional Fee Reserve Amount and the estimated Accrued Professional Compensation amounts submitted by the Professionals will be subject to review by the Debtors, the Consenting Claimants, and the Creditors' Committee, and any objections to the Professional Fee Reserve Amount must be served on the Plan Proponents prior to the Effective Date.~~

3. 4. Post-Effective Date Fees and Expenses

Except as otherwise specifically provided in the Plan, the Liquidating Trust shall pay in Cash the reasonable legal, professional, or other fees and expenses incurred by the Professionals 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. Upon the Effective Date, any requirement that Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and Professionals may be employed and paid in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

C. Priority Tax Claims

Except to the extent that a holder of an Allowed Priority Tax Claim agrees to a less favorable treatment or has been paid by any applicable Debtor prior to the Effective Date, the Liquidating Trust shall pay each holder of an Allowed Priority Tax Claim, in full and final

satisfaction, settlement, release, and discharge of such Allowed Priority Tax Claim, in accordance with Bankruptcy Code section 1129(a)(9)(C), the full unpaid amount of such Allowed Priority Tax Claim in Cash on, or as soon as practicable after, the latest of: (1) the Effective Date; (2) the date such Allowed Priority Tax Claim becomes Allowed; or (3) in regular payments over a period of time not to exceed five (5) years after the Petition Date with interest at a rate determined in accordance with section 511 of the Bankruptcy Code, provided, that such Allowed Priority Tax Claims shall not be treated in a manner less favorable than the most favored nonpriority Unsecured Claim provided for by the Plan (other than Cash payments made to a class of creditors under section 1122(b)), and provided, further, that such election shall be without prejudice to the Liquidating Trust's right to prepay such Allowed Priority Tax Claim in full or in part without penalty. To the extent a holder of an Allowed Priority Tax Claim holds a valid lien (a "Tax Lien") for outstanding and unpaid real property taxes against property of the Debtors or the Liquidating Trust, as applicable, any liens imposed on account of such Claim shall remain unimpaired until such Allowed Priority Tax Claim is paid in full.

D. U.S. Trustee Fees

On the Effective Date or as soon as practicable thereafter, the Liquidating Trust shall pay all U.S. Trustee Fees that are due and owing on the Effective Date. For the avoidance of doubt, nothing in the Plan shall release the Liquidating Trust from its obligation to pay all U.S. Trustee Fees due and owing after the Effective Date before a Final Order is entered by the Bankruptcy Court concluding or closing the Chapter 11 Cases.

ARTICLE III.

**CLASSIFICATION, TREATMENT, AND VOTING
OF CLAIMS AND EQUITY INTERESTS**

A. Classification of Claims and Equity Interests

Pursuant to section 1122 of the Bankruptcy Code, set forth below is a designation of Classes of Claims and Equity Interests. A Claim or Equity Interest is placed in a particular Class for the purposes of voting on the Plan and receiving distributions pursuant to the Plan only to the extent that such Claim or Equity Interest has not been paid, withdrawn or otherwise settled before (i) the Claims Record Date for voting purposes, or (ii) the time at which distributions are made with respect to such Claims or Equity Interests pursuant to the Plan for distribution purposes.

B. Record Date for Claims

As of the Claims Record Date, the transfer registers for each Class of Claims or Equity Interests (other than for publicly traded securities), as maintained by the Debtors or their agents, shall be deemed closed and there shall be no further changes made to reflect any new record holders of any such Claims or Equity Interests. The Debtors and the Liquidating Trust shall have no obligation to recognize any transfer of such Claims or Equity Interests occurring on or after the Claims Record Date.

C. Summary of Classification and Class Identification

i. Except for Claims addressed in Article II, all Claims and Equity Interests are classified in the Classes set forth in this Article III in accordance with section 1122 of the Bankruptcy Code. A Claim or Equity Interest is classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Equity Interest qualifies within the description of such other Classes. A Claim or Equity Interest is also classified in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim or Equity Interest is an Allowed Claim or Allowed Equity Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date. In no event shall any holder of an Allowed Claim be entitled to receive payments under this Plan that, in the aggregate, exceed the Allowed amount of such holder's Claim.

ii. Although the Plan applies to all of the Debtors, (a) the Plan constitutes fifty-one (51) distinct chapter 11 plans, one for each Debtor; and (b) for voting purposes, each class of the Debtor Groups will contain sub-classes for each of the Debtors within a particular Debtor Group. The Plan groups the Debtors into three Debtor Groups (the ResCap Debtors, the GMACM Debtors and the RFC Debtors) solely for purposes of describing treatment under the Plan and making distributions under the Plan. Such grouping shall not affect any Debtor's status as a separate legal entity, change the organizational structure of the Debtors' business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger or consolidation of any legal entities, nor cause the transfer of any assets; and, except as otherwise provided by or permitted in the Plan, all Debtors shall continue to exist as separate legal entities. For voting purposes, each Class of the Debtor Groups will contain sub-classes for each of the Debtors within a particular Debtor Group (*e.g.*, there will be three (3) sub-Classes for each Class of the ResCap Debtors, twenty-one (21) sub-Classes for each Class of the GMACM Debtors (provided, that, in lieu of Class GS-4A, the Plan for ETS contains a sub-Class, Class GS-4B, for ETS Unsecured Claims), and twenty-seven (27) sub-Classes for each Class of the RFC Debtors, and many of the sub-Classes may be vacant). Notwithstanding the foregoing, the Plan Proponents reserve the right to seek approval of the Bankruptcy Court to consolidate any two or more Debtors for purposes of administrative convenience, provided that such consolidation does not materially and adversely impact the amount of distributions to any Person under the Plan and is in accordance with the terms of the Plan Support Agreement.

iii. Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for the purposes of Confirmation by acceptance of the Plan by an Impaired Class of Claims; provided, however, that in the event no holder of a Claim with respect to a specific Class for a particular Debtor timely submits a Ballot indicating acceptance or rejection of the Plan, such Class will be deemed to have accepted the Plan. The Plan Proponents shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Equity Interests. The Plan Proponents reserve the right to modify the Plan in accordance with Article XI.A hereof, including the right to withdraw the Plan as to an individual Debtor at any time before the Effective Date.

iv. The following are tables assigning each Class a letter and number designation for purposes of identifying each separate Class, a description of whether that Class is Impaired, and the Class' voting rights:

1. ResCap Debtors

Class	Designation	Impairment	Entitled to Vote
R-1	Other Priority Claims	Unimpaired	No (presumed to accept)
R-2	Other Secured Claims	Unimpaired	No (presumed to accept)
R-3	Junior Secured Notes Claims	Impaired/ Unimpaired	Yes/No (presumed to accept)
R-4	ResCap Unsecured Claims	Impaired	Yes
R-5	Borrower Claims	Impaired	Yes
R-6	Private Securities Claims	Impaired	Yes
R-7	NJ Carpenters Claims	Impaired	Yes
R-8	General Unsecured Convenience Claims	Impaired	Yes
R-9	Intercompany Balances	Impaired	No (deemed to reject)
R-10	Equity Interests	Impaired	No (deemed to reject)
R-11	FHFA Claims	Impaired	Yes/ No (deemed to reject)
R-12	Revolving Credit Facility Claims	Impaired	Yes

2. GMACM Debtors

Class	Designation	Impairment	Entitled to Vote
GS-1	Other Priority Claims	Unimpaired	No (presumed to accept)
GS-2	Other Secured Claims	Unimpaired	No (presumed to accept)
GS-3	Junior Secured Notes Claims	Impaired/ Unimpaired	Yes/No (presumed to accept)
GS-4A	GMACM Unsecured Claims	Impaired	Yes
GS-4B	ETS Unsecured Claims	Impaired	Yes
GS-5	Borrower Claims	Impaired	Yes
GS-6	Private Securities Claims	Impaired	Yes
GS-7	General Unsecured Convenience Claims	Impaired	Yes
GS-8	Intercompany Balances	Impaired	No (deemed to reject)
GS-9	Equity Interests	Impaired	No (deemed to reject)
GS-10	Revolving Credit Facility Claims	Impaired	Yes

3. RFC Debtors

Class	Designation	Impairment	Entitled to Vote
RS-1	Other Priority Claims	Unimpaired	No (presumed to accept)
RS-2	Other Secured Claims	Unimpaired	No (presumed to accept)

RS-3	Junior Secured Notes Claims	Impaired/ Unimpaired	Yes/No (presumed to accept)
RS-4	RFC Unsecured Claims	Impaired	Yes
RS-5	Borrower Claims	Impaired	Yes
RS-6	Private Securities Claims	Impaired	Yes
RS-7	NJ Carpenters Claims	Impaired	Yes
RS-8	General Unsecured Convenience Claims	Impaired	Yes
RS-9	Intercompany Balances	Impaired	No (deemed to reject)
RS-10	Equity Interests	Impaired	No (deemed to reject)
RS-11	FHFA Claims	Impaired	Yes/ No (deemed to reject)
RS-12	Revolving Credit Facility Claims	Impaired	Yes

D. Treatment of Claims and Equity Interests

Except to the extent that a holder of an Allowed Claim or Equity Interest, as applicable, agrees to a less favorable treatment, such holder shall, in full and final satisfaction, settlement, release, and discharge of and in exchange for such holder's Allowed Claim or Equity Interest, receive the treatment described below under the Plan.

1. Claims Against and Equity Interests in the ResCap Debtors

(a) Class R-1 – Other Priority Claims

- (i) Classification: Class R-1 consists of all Allowed Other Priority Claims against the ResCap Debtors.
- (ii) Treatment: In full and final satisfaction of the Other Priority Claims in Class R-1, on or as soon as practicable after the Effective Date, each holder of an Allowed Other Priority Claim in Class R-1 shall receive one of the following treatments on account of such Claim, as determined by the Plan Proponents prior to the Effective Date or the Liquidating Trust, following the Effective Date: (a) payment in full in Cash, or (b) treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code; provided, that Other Priority Claims that arise in the ordinary course of the Debtors' business and that are not due and payable on or before the Effective Date will be paid in the ordinary course of business in accordance with the terms thereof.
- (iii) Voting: Class R-1 is Unimpaired. Pursuant to Bankruptcy Code section 1126(f), holders of Allowed Class R-1 Claims are conclusively presumed to accept the Plan.

(b) Class R-2 – Other Secured Claims

- (i) Classification: Class R-2 consists of all Allowed Other Secured Claims against the ResCap Debtors.
 - (ii) Treatment: In full and final satisfaction of the Other Secured Claims in Class R-2, on or as soon as practicable after the Effective Date, each holder of an Allowed Other Secured Claim in Class R-2 shall receive one of the following treatments on account of such Claim as determined by the Plan Proponents prior to the Effective Date, or the Liquidating Trust, following the Effective Date: (a) payment in full in Cash, including any interest, at the non-default rate (or such other rate as may be ordered by the Court), required to be paid pursuant to section 506(b) of the Bankruptcy Code, or (b) the collateral securing its Allowed Other Secured Claim.
 - (iii) Voting: Class R-2 is Unimpaired. Pursuant to Bankruptcy Code section 1126(f), holders of Allowed Class R-2 Claims are conclusively presumed to accept the Plan.
- (c) Class R-3 – Junior Secured Notes Claims
- (i) Classification: Class R-3 consists of all Allowed Junior Secured Notes Claims against the ResCap Debtors.
 - (ii) Treatment: In full and final satisfaction of the Junior Secured Notes Claims in Class R-3, on or as soon as practicable after the Effective Date, each holder of an Allowed Junior Secured Notes Claim in Class R-3 shall receive payment in full for the Allowed amount of such Junior Secured Notes Claim as determined by the Bankruptcy Court in Phase I of the JSN Adversary Proceeding or at the Confirmation Hearing; ~~provided, however, that 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.~~²
 - (iii) Voting: Class R-3 is Impaired. Holders of Allowed Class R-3 Claims are entitled to vote to accept or reject the Plan; provided

² ~~The terms on which the Plan Proponents may pay over time any post-petition interest owed to~~ To the extent the Bankruptcy Court determines that the Junior Secured Noteholders to the extent ordered by the Bankruptcy Court, including the interest rate, will be set forth in the Plan Supplement are oversecured and entitled to post-petition interest, the Plan Proponents reserve the right to seek payment of such post-petition interest over time by separate motion upon terms subject to the approval of the Bankruptcy Court.

that if the Bankruptcy Court makes a finding in the JSN Adversary Proceeding that the Junior Secured Notes Claims are oversecured such that they are entitled to payment in full in an amount that will render them unimpaired, and the Plan Proponents pay them in full in Cash on or as soon as practicable after the Effective Date, then holders of Allowed Class R-3 Claims will be conclusively presumed to accept the Plan and such votes will not be counted.

(d) Class R-4 – ResCap Unsecured Claims

- (i) Classification: Class R-4 consists of all Allowed ResCap Unsecured Claims.
- (ii) Treatment: In full and final satisfaction of the ResCap Unsecured Claims in Class R-4, as soon as practicable after the Effective Date, each holder of an Allowed ResCap Unsecured Claim in Class R-4 shall receive its Pro Rata Share of the ResCap Debtors Unit Distribution.
- (iii) Voting: Class R-4 is Impaired. Holders of Allowed Class R-4 Claims are entitled to vote to accept or reject the Plan.

(e) Class R-5 – Borrower Claims

- (i) Classification: Class R-5 consists of all Allowed Borrower Claims against the ResCap Debtors.
- (ii) Treatment: In full and final satisfaction of the Borrower Claims in Class R-5, as soon as practicable after the Effective Date, holders of Allowed Borrower Claims in Class R-5 shall receive their allocated share of Cash available for distribution from the Borrower Claims Trust, in accordance with the methodology and procedures set forth in the Borrower Claims Trust Agreement.
- (iii) Voting: Class R-5 is Impaired. Holders of Allowed Class R-5 Claims are entitled to vote to accept or reject the Plan.

(f) Class R-6 – Private Securities Claims

- (i) Classification: Class R-6 consists of all Allowed Private Securities Claims against the ResCap Debtors.
- (ii) Treatment: In full and final satisfaction of the Private Securities Claims in Class R-6, as soon as practicable after the Effective Date, holders of Allowed Private Securities Claims in Class R-6 shall receive their allocated share of either (A) Cash distributions from the Private Securities Claims Trust, or (B) the Units

transferred to the Private Securities Claims Trust that constitute the Private Securities Claims Trust Unit Distribution, in each case in accordance with the methodology and procedures set forth in the Private Securities Claims Trust Agreement.

- (iii) Voting: Class R-6 is Impaired. Holders of Allowed Class R-6 Claims are entitled to vote to accept or reject the Plan.
- (g) Class R-7 – NJ Carpenters Claims
 - (i) Classification: Class R-7 consists of all Allowed NJ Carpenters Claims against the ResCap Debtors.
 - (ii) Treatment: Subject to the NJ Carpenters Approval, in full and final satisfaction of the NJ Carpenters Claims in Class R-7, within ten (10) business days of the Effective Date, the lead plaintiff, on behalf of holders of Allowed NJ Carpenters Claims in Class R-7 shall receive the NJ Carpenters Claims Distribution which will thereafter be distributed pursuant to the NJ Carpenters Plan of Allocation. Absent the NJ Carpenters Approval, Claims held by NJ Carpenters Class Members, to the extent Allowed, shall be classified as General Unsecured Claims, which claims may be subject to subordination.
 - (iii) Voting: Class R-7 is Impaired. Holders of Allowed Class R-7 Claims are entitled to vote to accept or reject the Plan.
- (h) Class R-8 – General Unsecured Convenience Claims
 - (i) Classification: Class R-8 consists of all Allowed General Unsecured Convenience Claims against the ResCap Debtors.
 - (ii) Treatment: In full and final satisfaction of the General Unsecured Convenience Claims in Class R-8, as soon as practicable after the Effective Date, each holder of an Allowed General Unsecured Convenience Claim in Class R-8 shall receive a distribution in Cash equal to 36.3% of such holder's Allowed Class R-8 Claim.
 - (iii) Voting: Class R-8 is Impaired. Holders of Allowed Class R-8 Claims are entitled to vote to accept or reject the Plan.
- (i) Class R-9 – Intercompany Balances
 - (i) Classification: Class R-9 consists of all Intercompany Balances against the ResCap Debtors.

- (ii) Treatment: On the Effective Date, Intercompany Balances against the ResCap Debtors in Class R-9 shall be waived, cancelled, and discharged. Holders of Intercompany Balances in Class R-9 shall receive no recovery on account of their Claims.
 - (iii) Voting: Class R-9 is Impaired. Pursuant to Bankruptcy Code section 1126(g), holders of Allowed Class R-9 Claims are deemed to reject the Plan.
- (j) Class R-10 – Equity Interests
- (i) Classification: Class R-10 consists of all Equity Interests in the ResCap Debtors.
 - (ii) Treatment: Holders of Equity Interests in Class R-10 shall receive no recovery on account of such Equity Interests and such Equity Interests shall be canceled on the Effective Date.
 - (iii) Voting: Class R-10 is Impaired. Pursuant to Bankruptcy Code section 1126(g), holders of Allowed Class R-10 Equity Interests are deemed to reject the Plan.
- (k) Class R-11 – FHFA Claims
- (i) Classification: Class R-11 Consists of all FHFA Claims against the ResCap Debtors.
 - (ii) Treatment: Holders of FHFA Claims in Class R-11 shall ~~receive no~~ waive any recovery on account of such Claims; ~~provided, that if the Bankruptcy Court determines that the FHFA Claims are not subject to subordination under section 510(b) of the Bankruptcy Code, each holder of an Allowed ResCap FHFA Claim shall receive a distribution in Cash equal to 0.001% of such holder's Allowed ResCap FHFA Claim, which accounts for the fact that no holder of an FHFA Claim is subject to the Third Party Releases, as soon as practicable after the later of the Effective Date or the allowance of such Claim.~~
 - (iii) Voting: Class R-11 is Impaired. Holders of Allowed Class R-11 Claims are entitled to vote to accept or reject the Plan; ~~provided, that if the Bankruptcy Court determines that the FHFA Claims are subject to subordination under section 510(b) of the Bankruptcy Code such that holders of Allowed FHFA Claims against the ResCap Debtors are not entitled to receive a distribution under the Plan, then holders of Allowed Class R-11 Claims will be deemed to reject the Plan and such votes will not be counted.~~

- (l) Class R-12 – Revolving Credit Facility Claims
 - (i) Classification: Class R-12 consists of all Allowed Revolving Credit Facility Claims against the ResCap Debtors.
 - (ii) Treatment: In full and final satisfaction of the Revolving Credit Facility Claims in Class R-12, on the Effective Date, any amounts paid under the Paydown Order shall be indefeasibly and finally approved and allowed; provided, that on the Effective Date holders of Allowed Revolving Credit Facility Claims in Class R-12 shall waive as against any Debtor or Plan Trust any right to payment on account of the Revolving Credit Facility Claims.
 - (iii) Voting: Class R-12 is Impaired. Holders of Allowed Class R-12 Claims are entitled to vote to accept or reject the Plan.

2. Claims Against and Equity Interests in the GMACM Debtors

- (a) Class GS-1 – Other Priority Claims
 - (i) Classification: Class GS-1 consists of all Allowed Other Priority Claims against the GMACM Debtors.
 - (ii) Treatment: In full and final satisfaction of the Other Priority Claims in Class GS-1, on or as soon as practicable after the Effective Date, each holder of an Allowed Other Priority Claim in Class GS-1 shall receive one of the following treatments on account of such Claim, as determined by the Plan Proponents prior to the Effective Date, or the Liquidating Trust, following the Effective Date: (a) payment in full in Cash, or (b) treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code; provided, that Other Priority Claims that arise in the ordinary course of the Debtors’ business and that are not due and payable on or before the Effective Date will be paid in the ordinary course of business in accordance with the terms thereof.
 - (iii) Voting: Class GS-1 is Unimpaired. Pursuant to Bankruptcy Code section 1126(f), holders of Allowed Class GS-1 Claims are conclusively presumed to accept the Plan.
- (b) Class GS-2 – Other Secured Claims
 - (i) Classification: Class GS-2 consists of all Allowed Other Secured Claims against the GMACM Debtors.

- (ii) Treatment: In full and final satisfaction of the Other Secured Claims in Class GS-2, on or as soon as practicable after the Effective Date, each holder of an Allowed Other Secured Claim in Class GS-2 shall receive one of the following treatments on account of such Claim as determined by the Plan Proponents prior to the Effective Date, or the Liquidating Trust, following the Effective Date: (a) payment in full in Cash, including any interest, at the non-default rate (or such other rate as may be ordered by the Court), required to be paid pursuant to section 506(b) of the Bankruptcy Code, or (b) the collateral securing its Allowed Other Secured Claim.
 - (iii) Voting: Class GS-2 is Unimpaired. Pursuant to Bankruptcy Code section 1126(f), holders of Allowed Class GS-2 Claims are conclusively presumed to accept the Plan.
- (c) Class GS-3 – Junior Secured Notes Claims
- (i) Classification: Class GS-3 consists of all Allowed Junior Secured Notes Claims against the GMACM Debtors.
 - (ii) Treatment: In full and final satisfaction of the Junior Secured Notes Claims in Class GS-3, on or as soon as practicable after the Effective Date, each holder of an Allowed Junior Secured Notes Claim in Class GS-3 shall receive payment in full for the Allowed amount of such Junior Secured Notes Claim as determined by the Bankruptcy Court in Phase I of the JSN Adversary Proceeding or at the Confirmation Hearing; ~~provided, however, that 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.~~³
 - (iii) Voting: Holders of Allowed Class GS-3 Claims are unimpaired and deemed to accept the Plan at the following GMACM Debtors: Passive Asset Transactions, LLC; Residential Mortgage Real Estate Holdings, LLC; Home Connects Lending Services, LLC; GMACR Mortgage Products, LLC; ditech, LLC;

³ ~~The terms on which the Plan Proponents may pay over time any post-petition interest owed to the extent ordered by the Bankruptcy Court, including the interest rate, will be set forth in the Plan Supplement~~ are oversecured and entitled to post-petition interest, the Plan Proponents reserve the right to seek payment of such post-petition interest over time by separate motion upon terms subject to the approval of the Bankruptcy Court.

Residential Consumer Services, LLC; and GMAC Mortgage USA Corporation. Holders of Allowed Class GS-3 Claims are impaired and entitled to vote on the Plan at GMACM; provided that if the Bankruptcy Court makes a finding in the JSN Adversary Proceeding that the Junior Secured Notes Claims are oversecured such that they are entitled to payment in full in Cash in an amount that will render them unimpaired pursuant to the treatment provided under this Plan, then holders of Allowed Class GS-3 Claims will be conclusively presumed to accept the Plan and such votes will not be counted.

(d) Class GS-4A – GMACM Unsecured Claims

- (i) Classification: Class GS-4A consists of all Allowed GMACM Unsecured Claims (other than Allowed ETS Unsecured Claims).
- (ii) Treatment: In full and final satisfaction of the GMACM Unsecured Claims in Class GS-4A, as soon as practicable after the Effective Date, each holder of an Allowed GMACM Unsecured Claim in Class GS-4A shall receive its Pro Rata Share of the GMACM Debtors Unsecured Unit Distribution, provided, however, that, with respect to the distributions on account of the Allowed RMBS Trust Claims, the holder shall be the RMBS Claims Trust, and subsequent distributions of, or on account of, such Units, shall be governed by Article IV.C of the Plan.
- (iii) Voting: Class GS-4A is Impaired. Holders of Allowed Class GS-4A Claims are entitled to vote to accept or reject the Plan.

(e) Class GS-4B – ETS Unsecured Claims

- (i) Classification: Class GS-4B consists of all Allowed ETS Unsecured Claims.
- (ii) Treatment: In full and final satisfaction of the ETS Unsecured Claims in Class GS-4B, as soon as practicable after the Effective Date, each holder of an Allowed ETS Unsecured Claim in Class GS-4B shall receive its Pro Rata Share of Cash in an amount that is equal to the value, if any, of assets available at ETS that exceed the amount of Allowed Claims senior in right of payment to such Allowed ETS Unsecured Claim against ETS.
- (iii) Voting: Class GS-4B is Impaired. Holders of Allowed Class GS-4B Claims are entitled to vote to accept or reject the Plan.

(f) Class GS-5 – Borrower Claims

- (i) Classification: Class GS-5 consists of all Allowed Borrower Claims against the GMACM Debtors.
 - (ii) Treatment: In full and final satisfaction of the Borrower Claims in Class GS-5, as soon as practicable after the Effective Date, holders of Allowed Borrower Claims in Class GS-5 shall receive their allocated share of Cash available for distributions from the Borrower Claims Trust, in accordance with the methodology and procedures set forth in the Borrower Claims Trust Agreement.
 - (iii) Voting: Class GS-5 is Impaired. Holders of Allowed Class GS-5 Claims are entitled to vote to accept or reject the Plan.
- (g) Class GS-6 – Private Securities Claims
 - (i) Classification: Class GS-6 consists of all Allowed Private Securities Claims against the GMACM Debtors.
 - (ii) Treatment: In full and final satisfaction of the Private Securities Claims in Class GS-6, as soon as practicable after the Effective Date, holders of Allowed Private Securities Claims in Class GS-6 shall receive their allocated share of either (A) Cash distributions from the Private Securities Claims Trust, or (B) the Units transferred to the Private Securities Claims Trust that constitute the Private Securities Claims Trust Unit Distribution, in each case in accordance with the methodology and procedures set forth in the Private Securities Claims Trust Agreement.
 - (iii) Voting: Class GS-6 is Impaired. Holders of Allowed Class GS-6 Claims are entitled to vote to accept or reject the Plan.
- (h) Class GS-7 – General Unsecured Convenience Claims
 - (i) Classification: Class GS-7 consists of all Allowed General Unsecured Convenience Claims against the GMACM Debtors.
 - (ii) Treatment: In full and final satisfaction of the General Unsecured Convenience Claims in Class GS-7, as soon as practicable after the Effective Date, each holder of an Allowed General Unsecured Convenience Claim in Class GS-7 shall receive a distribution in Cash equal to 30.1% of such holder's Allowed Class GS-7 Claim.
 - (iii) Voting: Class GS-7 is Impaired. Holders of Allowed Class GS-7 Claims are entitled to vote to accept or reject the Plan.
- (i) Class GS-8 – Intercompany Balances

- (i) Classification: Class GS-8 consists of all Intercompany Balances against the GMACM Debtors.
 - (ii) Treatment: On the Effective Date, Intercompany Balances against the GMACM Debtors in Class GS-8 shall be waived, cancelled, and discharged. Holders of Intercompany Balances in Class GS-8 shall receive no recovery on account of their Claims.
 - (iii) Voting: Class GS-8 is Impaired. Pursuant to Bankruptcy Code section 1126(g), holders of Allowed Class GS-8 Claims are deemed to reject the Plan.
- (j) Class GS-9 – Equity Interests
- (i) Classification: Class GS-9 consists of all Equity Interests in the GMACM Debtors.
 - (ii) Treatment: Holders of Equity Interests in Class GS-9 shall receive no recovery on account of such Equity Interests and such Equity Interests shall be canceled on the Effective Date.
 - (iii) Voting: Class GS-9 is Impaired. Pursuant to Bankruptcy Code section 1126(g), holders of Allowed Class GS-9 Equity Interests are deemed to reject the Plan.
- (k) Class GS-10 – Revolving Credit Facility Claims
- (i) Classification: Class GS-10 consists of all Allowed Revolving Credit Facility Claims against the GMACM Debtors.
 - (ii) Treatment: In full and final satisfaction of the Revolving Credit Facility Claims in Class GS-10, on the Effective Date, any amounts paid under the Paydown Order shall be indefeasibly and finally approved and allowed; provided, that on the Effective Date holders of Allowed Revolving Credit Facility Claims in Class GS-10 shall waive as against any Debtor or Plan Trust any right to payment on account of the Revolving Credit Facility Claims.
 - (iii) Voting: Class GS-10 is Impaired. Holders of Allowed Class GS-10 Claims are entitled to vote to accept or reject the Plan.

3. Claims Against and Equity Interests in the RFC Debtors

- (a) Class RS-1 – Other Priority Claims
 - (i) Classification: Class RS-1 consists of all Allowed Other Priority Claims against the RFC Debtors.

- (ii) Treatment: In full and final satisfaction of the Other Priority Claims in Class RS-1, on or as soon as practicable after the Effective Date, each holder of an Allowed Other Priority Claim in Class RS-1 shall receive one of the following treatments on account of such Claim, as determined by the Plan Proponents prior to the Effective Date, or the Liquidating Trust, following the Effective Date: (a) payment in full in Cash, or (b) treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code; provided, that Other Priority Claims that arise in the ordinary course of the Debtors' business and that are not due and payable on or before the Effective Date will be paid in the ordinary course of business in accordance with the terms thereof.
 - (iii) Voting: Class RS-1 is Unimpaired. Pursuant to Bankruptcy Code section 1126(f), holders of Allowed Class RS-1 Claims are conclusively presumed to accept the Plan.
- (b) Class RS-2 – Other Secured Claims
 - (i) Classification: Class RS-2 consists of all Allowed Other Secured Claims against the RFC Debtors.
 - (ii) Treatment: In full and final satisfaction of the Other Secured Claims in Class RS-2, on or as soon as practicable after the Effective Date, each holder of an Allowed Other Secured Claim in Class RS-2 shall receive one of the following treatments on account of such Claim as determined by the Plan Proponents prior to the Effective Date, or the Liquidating Trust, following the Effective Date: (a) payment in full in Cash, including any interest, at the non-default rate (or such other rate as may be ordered by the Court), required to be paid pursuant to section 506(b) of the Bankruptcy Code, or (b) the collateral securing its Allowed Other Secured Claim.
 - (iii) Voting: Class RS-2 is Unimpaired. Pursuant to Bankruptcy Code section 1126(f), holders of Allowed Class RS-2 Claims are conclusively presumed to accept the Plan.
- (c) Class RS-3 – Junior Secured Notes Claims
 - (i) Classification: Class RS-3 consists of all Allowed Junior Secured Notes Claims against the RFC Debtors.
 - (ii) Treatment: In full and final satisfaction of the Junior Secured Notes Claims in Class RS-3, on or as soon as practicable after the Effective Date, each holder of an Allowed Junior Secured Notes Claim in Class RS-3 shall receive payment in full for the

Allowed amount of such Junior Secured Notes Claim as determined by the Bankruptcy Court in Phase I of the JSN Adversary Proceeding or at the Confirmation Hearing; ~~provided, however, that 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.~~⁴

(iii) Voting: Holders of Allowed RS-3 Claims are unimpaired and deemed to accept the Plan at the following RFC Debtors: GMAC Model Home Finance I, LLC; DOA Holding Properties, LLC; RFC Asset Holdings II, LLC; RFC Construction Funding, LLC; Residential Funding Real Estate Holdings, LLC; Homecomings Financial Real Estate Holdings, LLC; Residential Funding Mortgage Securities I, Inc.; RFC Asset Management, LLC; RFC SFJV-2002, LLC; and RCSFJV2004, LLC. Holders of Allowed RS-3 Claims are impaired and entitled to vote on the Plan at RFC and Homecomings Financial, LLC; provided that if the Bankruptcy Court makes a finding in the JSN Adversary Proceeding that the Junior Secured Notes Claims are oversecured such that they are entitled to payment in full in Cash in an amount that will render them unimpaired pursuant to the treatment provided under this Plan, then holders of Allowed Class RS-3 Claims will be conclusively presumed to accept the Plan and such votes will not be counted.

(d) Class RS-4 – RFC Unsecured Claims

(i) Classification: Class RS-4 consists of all Allowed RFC Unsecured Claims.

(ii) Treatment: In full and final satisfaction of the RFC Unsecured Claims in Class RS-4, as soon as practicable after the Effective Date, each holder of an Allowed RFC Unsecured Claim in Class RS-4 shall receive its Pro Rata Share of the RFC Debtors Unit Distribution; ~~provided, however, that, with respect to the distributions on account of the Allowed RMBS Trust Claims, the holder shall be the RMBS Claims Trust, and subsequent~~

⁴ ~~The terms on which the Plan Proponents may pay over time any post-petition interest owed to the extent ordered by the Bankruptcy Court, including the interest rate, will be set forth in the Plan Supplement~~ are oversecured and entitled to post-petition interest, the Plan Proponents reserve the right to seek payment of such post-petition interest over time by separate motion upon terms subject to the approval of the Bankruptcy Court.

distributions of, or on account of, such Units, shall be governed by Article IV.C of the Plan.

- (iii) Voting: Class RS-4 is Impaired. Holders of Allowed Class RS-4 Claims are entitled to vote to accept or reject the Plan.
- (e) Class RS-5 – Borrower Claims
 - (i) Classification: Class RS-5 consists of all Allowed Borrower Claims against the RFC Debtors.
 - (ii) Treatment: In full and final satisfaction of the Borrower Claims in Class RS-5, as soon as reasonably practicable after the Effective Date, holders of Allowed Borrower Claims in Class RS-5 shall receive their allocated share of Cash available for distributions from the Borrower Claims Trust, in accordance with the methodology and procedures set forth in the Borrower Claims Trust Agreement.
 - (iii) Voting: Class RS-5 is Impaired. Holders of Allowed Class RS-5 Claims are entitled to vote to accept or reject the Plan.
- (f) Class RS-6 – Private Securities Claims
 - (i) Classification: Class RS-6 consists of all Allowed Private Securities Claims against the RFC Debtors
 - (ii) Treatment: In full and final satisfaction of the Private Securities Claims in Class RS-6, as soon as practicable after the Effective Date, holders of Allowed Private Securities Claims in Class RS-6 shall receive their allocated share of either (A) Cash distributions from the Private Securities Claims Trust, or (B) the Units transferred to the Private Securities Claims Trust that constitute the Private Securities Claims Trust Unit Distribution, in each case in accordance with the methodology and procedures set forth in the Private Securities Claims Trust Agreement.
 - (iii) Voting: Class RS-6 is Impaired. Holders of Allowed Class RS-6 Claims are entitled to vote to accept or reject the Plan.
- (g) Class RS-7 – NJ Carpenters Claims
 - (i) Classification: Class RS-7 consists of all Allowed NJ Carpenters Claims against the RFC Debtors.
 - (ii) Treatment: Subject to the NJ Carpenters Approval, in full and final satisfaction of the NJ Carpenters Claims in Class RS-7, within ten (10) business days of the Effective Date, the lead

plaintiff, on behalf of holders of Allowed NJ Carpenters Claims in Class RS-7 shall receive the NJ Carpenters Claims Distribution which will thereafter be distributed pursuant to the NJ Carpenters Plan of Allocation. Absent the NJ Carpenters Approval, Claims held by NJ Carpenters Class Members, to the extent Allowed, shall be classified as General Unsecured Claims, which claims may be subject to subordination.

- (iii) Voting: Class RS-7 is Impaired. Holders of Allowed Class RS-7 Claims are entitled to vote to accept or reject the Plan.

- (h) Class RS-8 – General Unsecured Convenience Claims
 - (i) Classification: Class RS-8 consists of all Allowed General Unsecured Convenience Claims against the RFC Debtors.
 - (ii) Treatment: In full and final satisfaction of the General Unsecured Convenience Claims in Class RS-8, as soon as practicable after the Effective Date, each holder of an Allowed General Unsecured Convenience Claim in Class RS-8 shall receive a distribution in Cash equal to 9.0% of such holder’s Allowed Class RS-8 Claim.
 - (iii) Voting: Class RS-8 is Impaired. Holders of Allowed Class RS-8 Claims are entitled to vote to accept or reject the Plan.

- (i) Class RS-9 – Intercompany Balances
 - (i) Classification: Class RS-9 consists of all Intercompany Balances against the RFC Debtors.
 - (ii) Treatment: On the Effective Date, Intercompany Balances against the RFC Debtors in Class RS-9 shall be waived, cancelled, and discharged. Holders of Intercompany Balances against the RFC Debtors in Class RS-9 shall receive no recovery on account of their Claims.
 - (iii) Voting: Class RS-9 is Impaired. Pursuant to Bankruptcy Code section 1126(g), holders of Allowed Class RS-9 Claims are conclusively deemed to reject the Plan.

- (j) Class RS-10 – Equity Interests
 - (i) Classification: Class RS-10 consists of all Equity Interests in the RFC Debtors.

- (ii) Treatment: Holders of Equity Interests in Class RS-10 shall receive no recovery on account of such Equity Interests and such Equity Interests shall be canceled on the Effective Date.
 - (iii) Voting: Class RS-10 is Impaired. Pursuant to Bankruptcy Code section 1126(g), holders of Allowed Class RS-10 Equity Interests are conclusively deemed to reject the Plan.
- (k) Class RS-11 – FHFA Claims
 - (i) Classification: Class RS-11 consists of all FHFA Claims against the RFC Debtors.
 - (ii) Treatment: ~~Holders of FHFA Claims in Class RS-11 shall receive no recovery on account of such Claims; provided, that if the Bankruptcy Court determines that the FHFA Claims are not subject to subordination under section 510(b) of the Bankruptcy Code, each~~ Each holder of an Allowed FHFA Claim in Class RS-11 shall receive a distribution in Cash equal to 2.0% of such holder's Allowed FHFA Claim, ~~which accounts for the fact that no holder of an FHFA Claim is subject to the Third Party Releases, in Class RS-11 as soon as practicable after the later of~~ on the Effective Date ~~or the allowance of such Claim.~~
 - (iii) Voting: Class RS-11 is Impaired. Holders of Allowed Class RS-11 Claims are entitled to vote to accept or reject the Plan; ~~provided, that if the Bankruptcy Court determines that the FHFA Claims are subject to subordination under section 510(b) of the Bankruptcy Code such that holders of Allowed FHFA Claims against the RFC Debtors are not entitled to receive a distribution under the Plan, then holders of Allowed Class RS-11 Claims will be deemed to reject the Plan and such votes will not be counted.~~
- (l) Class RS-12 – Revolving Credit Facility Claims
 - (i) Classification: Class RS-12 consists of all Allowed Revolving Credit Facility Claims against the RFC Debtors.
 - (ii) Treatment: In full and final satisfaction of the Revolving Credit Facility Claims in Class RS-12, on the Effective Date, any amounts paid under the Paydown Order shall be indefeasibly and finally approved and allowed; provided, that on the Effective Date holders of Allowed Revolving Credit Facility Claims in Class RS-12 shall waive as against any Debtor or Plan Trust any right to payment on account of the Revolving Credit Facility Claims.

- (iii) Voting: Class RS-12 is Impaired. Holders of Allowed Class RS-12 Claims are entitled to vote to accept or reject the Plan.

E. Subordinated Claims

The allowance, classification, and treatment of all Allowed Claims and Equity Interests and the respective distributions and treatments under the Plan take into account the relative priority and rights of the Claims and Equity Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. For purposes of Bankruptcy Rule 7001(8), the Plan provides for subordination. The Plan Proponents, prior to the Effective Date, or the Liquidating Trust (and the Borrower Trust with respect to Borrower Claims), following the Effective Date, reserve the right to subordinate any Claim or Equity Interest, other than the Consenting Claimants' Allowed Claims, the NJ Carpenters Claims (assuming the NJ Carpenters Approval) and the Ally Contract Claims, in accordance with any contractual, legal, or equitable subordination relating thereto under the Bankruptcy Code as long as such treatment is consistent with the Plan Support Agreement. An initial list of Claims proposed to be subordinated under the Plan shall be set forth in the Plan Supplement, without prejudice to the right 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. Subordinated Claims shall not receive a distribution under the Plan until all senior Allowed Claims are paid in full. ~~In connection with the subordination of the FHFA's Claims, the Plan Proponents shall either include FHFA on the list of Claims to be submitted with the Plan Supplement, or seek to subordinate the FHFA's Claim by separate adversary proceeding.~~

F. Distributions on Account of Allowed Claims and Interests

Except as otherwise provided in this Plan, on the Effective Date or as soon as practicable thereafter (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such a Claim becomes an Allowed Claim, or as soon as reasonably practicable thereafter), each holder of an Allowed Claim against the Debtors shall receive the distributions that this Plan provides for Allowed Claims in the applicable Class from either the Liquidating Trust, RMBS Claims Trust, Borrower Claims Trust, or Private Securities Claims Trust, as applicable and as set forth below. Distributions on account of Disputed Claims of Liquidating Trust Unit Beneficiaries that become Allowed shall be made from the Disputed Claims Reserve pursuant to the Plan. Except as otherwise provided herein, holders of Claims shall not be entitled to interest, dividends, or accruals on the distributions regardless of whether such distributions are delivered on or at any time after the Effective Date.

G. Elimination of Vacant Classes

Any Class of Claims or Equity Interests that, as of the commencement of the Confirmation Hearing, does not have at least one holder of a Claim or Equity Interest that is Allowed in an amount greater than zero for voting purposes shall be considered vacant, deemed eliminated from the Plan for purposes of voting to accept or reject the Plan, and disregarded for

purposes of determining whether the Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to that Class.

H. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by an Impaired Class of Claims. The Plan Proponents shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Equity Interests.

ARTICLE IV.

IMPLEMENTATION OF THE PLAN

A. Global Settlement

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, the Plan incorporates a compromise and settlement of numerous inter-Debtor, Debtor-Creditor and inter-Creditor issues designed to achieve an economic settlement of Claims against the Debtors and Ally and an efficient resolution of these Chapter 11 Cases. This Global Settlement constitutes a settlement of the potential litigation of issues including substantive consolidation, the validity and enforceability of Intercompany Balances, the allocation of the Available Assets, the amount and allocation of certain disputed Unsecured Claims, in addition to the resolution of extensive litigation, Claims, and potential Claims against Ally. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of each of the following compromises or settlements and all other compromises and settlements provided for herein, and the Bankruptcy Court's findings shall constitute its determination that such compromises and settlements are in the best interests of the Debtors, their Estates, Creditors, the RMBS Trusts, Investors, and other parties-in-interest, and are fair, equitable, and within the range of reasonableness. Each provision of the Global Settlement shall be deemed non-severable from each other and from the remaining terms of the Plan. As set forth in detail herein, the Global Settlement will be implemented as follows:

a) The Ally Contribution will be paid to the Estates in accordance with the Plan and will be allocated by the Plan Proponents, consistent with the terms of Articles II and III herein, as follows:

Entity	Allocation
ResCap Debtors	\$782.74 million
GMACM Debtors	\$462.32 million
RFC Debtors	\$462.32 million
Private Securities Claims Trust	\$235.00 million
Borrower Claims Trust	\$57.62 million
NJ Carpenters Claims Distribution	\$100.00 million

TOTAL	\$2.10 billion
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b) Administrative Claims shall be allocated among the ResCap Debtors, the GMACM Debtors and the RFC Debtors in accordance with the Plan Support Agreement. Of the projected Administrative Claims of \$1,086.2 million, \$836.3 million shall be allocated to the GMACM Debtors, and \$249.8 million shall be allocated to the RFC Debtors. Any variation in the amount of the Administrative Claims above or below \$1,086.2 million shall be borne or realized by the Liquidating Trust.

c) On the Effective Date, the Borrower Claims Trust will be funded with the Borrower Claims Trust Assets for the benefit of holders of Borrower Claims. Holders of Borrower Claims shall receive their allocated share of the Borrower Claims Trust Assets in accordance with the methodology and procedures set forth in the Borrower Claims Trust Agreement.

d) On or as soon as practicable after the Effective Date, the Private Securities Claims Trust shall be funded with the Private Securities Claims Trust Unit Distribution, for the benefit of Private Securities Claimants. Private Securities Claimants shall receive their allocable share of Cash distributions received by the Private Securities Claims Trust from the Liquidating Trust in respect of the Private Securities Claims Trust Unit Distribution, and shall not be required to tender or surrender the RMBS underlying their Private Securities Claims.

e) The RMBS Settlement is incorporated in the Plan and shall become effective on the Effective Date.

f) The Monoline Claims Settlement is incorporated in the Plan and shall become effective on the Effective Date.

g) A settlement of the Allowed amounts and treatment of the Claims held by the Settling Private Securities Claimants for voting purposes is incorporated in the Plan and shall become effective on the Effective Date.

h) Subject to the NJ Carpenters Approval, the amount of the NJ Carpenters Claims Distribution is incorporated in the Plan and shall become effective on the Effective Date.

i) Subject to approval of the Kessler Settlement Agreement by the Bankruptcy Court, a settlement of the Allowed amount and treatment of the Claims of the Kessler Class Claimants pursuant to the Kessler Settlement Agreement is incorporated in the Plan and shall become effective on the Effective Date.

j) A settlement of potential Claims, whether liquidated or unliquidated, of the Senior Unsecured Noteholders and of the Senior Unsecured Notes Indenture Trustee shall become effective on the Effective Date.

k) As agreed upon among the Consenting Claimants, the Junior Secured Notes Claims shall be allocated among the Debtors and holders of Allowed Junior Secured Notes

Claims shall receive payment in full on the Effective Date on account of such Allowed Claims, as determined by the JSN Adversary Proceeding.

l) The GMACM Debtors and the RFC Debtors shall waive and release all subrogation claims against the ResCap Debtors.

m) Each Debtor agrees to compromise Intercompany Balances and such Claims shall not be entitled to receive any recovery under the Plan.

B. Ally Settlement

Ally shall pay the Estates the Ally Contribution in accordance with the Plan. In exchange for Ally's contributions to the Chapter 11 Cases, including the Ally Contribution, Ally shall be entitled to the following consideration:

a) Debtor Releases;

b) Third Party Releases;

c) Settlement of Debtors' Rights to and Under Settlement Insurance Policies: The Debtors (i) agree to permit Ally exclusively to recover under the Settlement Insurance Policies; (ii) relinquish in favor of Ally and its Representatives all coverage that might otherwise belong to, or inure to the benefit of, the Debtors under such Settlement Insurance Policies; (iii) shall, at Ally's discretion, assign, and seek an Order of the Bankruptcy Court permitting the assignment, to Ally of any and all of the Debtors' rights under the Settlement Insurance Policies with respect to any claims made against the Debtors or their Representatives prior to or during the bankruptcy, including each of the claims set forth on a schedule to Exhibit B to the Plan Support Agreement; and (iv) shall cooperate fully with Ally, in order to help maximize Ally's recovery under the Settlement Insurance Policies with respect to claims against the Debtors or their Representatives.

The Debtors shall retain their rights as insureds under the existing Ally general liability and workers' compensation insurance policies for bodily injury and property damage claims to the extent covered by those insurance policies. By the Effective Date, the Debtors shall be required to have purchased their own insurance policies (including general liability and workers' compensation insurance) to cover all risks of loss, damage or injury (including bodily injury and property damage) occurring on or after the Effective Date. For the avoidance of doubt, there is no obligation for Ally to provide insurance under the Plan, or otherwise.

Notwithstanding anything to the contrary herein, nothing in the Plan or Confirmation Order shall release, enjoin, or preclude any Representative of the Debtors from pursuing any rights a Representative of the Debtors may have (i) to indemnification or advancement from Ally solely for any claims that are not released by the Plan and the Confirmation Order; or (ii) as an "insured" under any insurance coverage purchased by Ally or covering Representatives of the Debtors, or against any party (other than the Debtors) arising out of such policies of insurance, solely for any claims that are not released herein and in the Confirmation Order. For the avoidance of doubt, nothing in this Plan expands or reduces any existing indemnification rights

or rights as an “insured” for any Representative of the Debtors for claims that are not released by the Plan.

For the avoidance of doubt, the releases in the Plan shall not extend to any rights, defenses, or counterclaims, under any directors & officers or errors & omissions insurance policies sold by any of the Consenting Claimants or their affiliates and covering either Debtors or any of the Ally Released Parties. Nor do the releases herein extend to any indemnity rights against non-Ally Released Parties arising out of the Kessler Class Action or to any other indemnity right against non-Ally Released Parties arising out of any other claims of Borrowers; specifically, the releases do not extend to any indemnity rights RFC may have against any non-Ally Released Party that is a successor in interest to CBNV and GNBT, including, but not limited to, those indemnity rights extending out of the Client Contracts between RFC, on the one hand, and either CBNV or GNBT, on the other hand, which incorporate by reference the indemnity provisions of RFC’s AlterNet Seller Guide.

No rights of the Consenting Claimants are released under the Plan in their capacity as liability insurance or reinsurance carriers for Ally or the Debtors, to the extent applicable. In addition, nothing herein or in the Confirmation Order shall impair any of the Debtors’ or any Borrower or former Borrower’s rights or remedies (including the GM Insurance Rights) under or with respect to insurance policies other than the Settlement Insurance Policies (as assigned in the Plan), including but not limited to the GM Policies.

With respect to the Settlement Insurance Policies, the Confirmation Order shall contain language regarding the settlement of insurance that is reasonably acceptable to Ally, the Plan Proponents, and the Consenting Claimants.

d) *Release of Funds:* On the Effective Date, the Debtors will (i) transfer the funds held in the Ally Indemnity Escrow Account to Ally, and (ii) remit the Misdirected Funds to Ally, and Ally shall release the approximately \$1.787 million in Cash that was overfunded by the Debtors prior to the Petition Date and which is currently held by Ally.

e) *Regulatory Obligations:* Through the Effective Date, the Debtors shall perform all respective obligations under the DOJ/AG Settlement, the Consent Order, and the Order of Assessment, including, for the avoidance of doubt, satisfying the settlement of the foreclosure review obligations under the Consent Order, fulfilling all specific performance obligations, and satisfying all monetary obligations in full in Cash; provided, however, that the Debtors shall not be obligated to perform those obligations under the DOJ/AG Settlement, and the Consent Order, and the Order of Assessment that Ocwen performs or Walter is obligated to perform under the Ocwen APA. On or after the Effective Date, the Liquidating Trust shall assume all rights and perform all obligations of the Debtors under the Ocwen APA, the DOJ/AG Settlement, the Consent Order, and the Order of Assessment (including as set forth above) other than Ocwen’s rights and those obligations under the DOJ/AG Settlement and the Consent Order that Ocwen or Walter is obligated to perform under the Ocwen APA. For the avoidance of doubt, as of the Effective Date, Ally shall have no monetary obligations under the Consent Order, DOJ/AG Settlement and the Order of Assessment; any monetary obligations of Ally under the DOJ/AG Settlement are governed by Article IX.D, IX.E and IX.H of the Plan. Nothing set forth herein is intended to or shall be deemed to modify any right or obligation of Ocwen or Walter with respect

to the DOJ/AG Settlement and the Consent Order, each of which shall be governed in all respects by the provisions of the Ocwen APA.

f) *Treatment of Ally Contract Claims.* On the Effective Date, the Ally Contract Claims shall be presumptively Allowed in full and the Debtors shall pay such Claims in full in Cash. The parties to the Ally Contracts shall perform under such contracts in accordance with the terms of such contracts and orders of the Bankruptcy Court. For the avoidance of doubt, the parties' performance under each Ally Contract shall terminate in accordance with the terms of such contract and orders of the Bankruptcy Court, subject to an agreement among the Debtors, the Creditors' Committee, and Ally to otherwise terminate such contract. Ally shall provide to the Plan Proponents a good-faith estimate of the Ally Contract Claims on or about August 15, 2013; and every month thereafter until the Effective Date, provided, for the avoidance of doubt, such estimate shall be non-binding on Ally and subject to change. Except with respect to the Debtors' and the Liquidating Trust's obligations to Ally as specifically set forth in the Plan (including their obligations to perform under the Ally Contracts in accordance with their terms), on and after the Effective Date the Debtors and the Plan Trusts shall have no other obligations to the Ally Released Parties. In the event that before Confirmation of the Plan, Ally identifies claims that arose prior to the Petition Date under the Ally Contracts, the Plan Proponents and Ally agree to negotiate in good faith with respect to the treatment of such claims under the Plan. Nothing herein will be deemed an assumption of the Ally Contracts.

The consideration set forth above and the rights and obligations accorded elsewhere in this Plan to Ally shall constitute the compromise and settlement under Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code in exchange for the consideration provided by Ally, and shall further constitute the Bankruptcy Court's finding that such consideration to Ally is: (1) in exchange for the good, valuable and substantial consideration from the Ally Released Parties; (2) in the best interests of the Debtors, the Estates, the Liquidating Trust and all holders of Claims and Equity Interests; (3) a good faith settlement and compromise of the claims released under the Plan; (4) fair, equitable and reasonable; (5) given and made after due notice and opportunity for a hearing; (6) justified by truly unusual circumstances; (7) an essential component and critical to the success of the Plan; (8) resulting in distributions to the creditors that would otherwise have been unavailable; (9) the result of an identity of interest between the Debtors and the Ally Released Parties regarding the Plan; and (10) a bar to the Debtors, the Liquidating Trust, in the case of the Debtor Releases, and any party asserting a claim or cause of action released against any of the Ally Released Parties in connection with the Third Party Release.

C. RMBS Settlement

Entry of the Confirmation Order, pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code, shall constitute approval of the RMBS Settlement, on terms set forth herein. The Global Settlement constitutes a good faith compromise and settlement of all objections to the Original RMBS Settlement Agreements by the Creditors' Committee and Consenting Claimants, as applicable, and all such objections shall be deemed withdrawn with prejudice upon entry of the Confirmation Order.

1. Modification of Original RMBS Settlement Agreements. The Original RMBS Settlement Agreements are hereby expanded to include all RMBS Trusts holding RMBS Trust Claims and are otherwise modified as set forth herein.

2. Allowance of RMBS Trust Claims and Distribution of Units to the RMBS Claims Trust for the benefit of the RMBS Trusts.

(a) Entry of the Confirmation Order shall constitute approval of the Allowed amount of the RMBS Trust Claims as non-subordinated Unsecured Claims, subject only to the Allowed Fee Claim, in the aggregate amounts of (i) \$209.8 million against the GMACM Debtors; (ii) \$7,091.2 million against the RFC Debtors; and (iii) \$0 against the ResCap Debtors. On account of the Allowed RMBS Trust Claims, the RMBS Claims Trust shall receive (i) its Pro Rata Share of the GMACM Debtors Unit Distribution (the "GMACM Pool") and (ii) its Pro Rata Share of the RFC Debtors Unit Distribution (the "RFC Pool"), provided, however, 5.7% of the Allowed RMBS Trust Claims, including the Units to be distributed on account thereof (and any Distributable Cash thereon), shall be directly allocated to counsel for the Institutional Investors, without conveyance to the RMBS Claims Trust, the RMBS Trustees, or the RMBS Trusts, as the Allowed Fee Claim, in accordance with Article IV.C.6 of this Plan.

(b) Notwithstanding anything to the contrary contained in the Plan, including but not limited to the approval of the Allowed amounts of the Claims held by RMBS Trust against the GMACM Debtors, the RFC Debtors and the ResCap Debtors described in the preceding paragraph, the Units distributed to the RMBS Claims Trust shall be reallocated in accordance with Section 3 below.

3. RMBS Trust Allocation Protocol. The Units distributed to the RMBS Claims Trust, pursuant to Article IV.C.2(a) shall be re-allocated between the GMACM Pool and the RFC Pool as provided in subparagraph (b) below, and subsequent distributions from the RMBS Claims Trust of such Units or Distributable Cash received from the Liquidating Trust as distributions on such Units, as so reallocated, shall be made to the RMBS Trusts pursuant to subparagraphs (c) and (d) below. In no event shall the provisions of this paragraph 3 entitle the RMBS Claims Trust to a distribution any more or any less than the Units described in Article IV.C.2(a), Article III or other applicable provisions of the Plan.

(a) Recognized RMBS Trust Claims.

- (i) **Recognized Cure Claims.** For each RMBS Trust whose Servicing Agreement was assumed by the applicable Debtor, the Recognized cure claims for servicing damages against any of the GMACM Debtors are listed on Schedule 1-G (the "GMACM Recognized Cure Claims") and the Recognized Cure Claims for Servicing Damages against any of the RFC Debtors are listed on Schedule 1-R (the "RFC Recognized Cure Claims", together with the GMACM Recognized Cure Claims, the "Recognized Cure Claims"). The Recognized Cure Claims do not include servicing damage claims arising under any Servicing Agreement that was not assumed by the applicable Debtor by the Effective Date pursuant to a Final Order, for any reason,

including the following: (a) prior to the Petition Date, the applicable Debtors transferred all of its servicing obligations for the RMBS Trust to a non-Debtor servicer; (b) prior to the Petition Date, the applicable Debtor ceased servicing all mortgage loans in the RMBS Trust, either because the RMBS Trust was wound up or otherwise; or (c) after the Petition Date, the applicable Debtor chose not to assume the Servicing Agreement.

(ii) **Recognized R+W Claims**

(1) *Recognized Original R+W Claims.* For each of the Original Settling RMBS Trusts, the Recognized R+W Claims against GMACM are listed on Schedule 2-G (the “GMACM Recognized Original R+W Claims”) and the Recognized R+W claims against RFC are listed on Schedule 2-R (the “RFC Recognized Original R+W Claims,” together with the GMACM Recognized Original R+W Claims, the “Recognized Original R+W Claims”).

(2) *Recognized Additional R+W Claims.* For each of the Additional Settling RMBS Trusts, the Recognized R+W Claims against GMACM are listed on Schedule 3-G (the “GMACM Recognized Additional R+W Claims”) and the Recognized R+W Claims against RFC are listed on Schedule 3-R (the “RFC Recognized Additional R+W Claims,” together with the GMACM Recognized Additional R+W Claims, the “Recognized Additional R+W Claims”).

(iii) **Recognized Unsecured Servicing Claims.** For each RMBS Trust whose Servicing Agreement was not assumed by the applicable Debtor, by the Effective Date pursuant to a Final Order, the Recognized Unsecured Claims for servicing damages against GMACM are listed on Schedule 4-G (the “GMACM Recognized Unsecured Servicing Claims”), and the Recognized Unsecured Claims for servicing damages against RFC are listed on Schedule 4-R (the “RFC Recognized Unsecured Servicing Claim,” together with the GMACM Recognized Unsecured Servicing Claim, the “Recognized Unsecured Servicing Claims”). ~~RMBS Trusts that are Insured RMBS Trusts do not have any Recognized Unsecured Servicing Claims.~~

(iv) **Effect of Monoline Insurance on Recognized Claims.** If an RMBS Trust (i) is an Insured RMBS Trust and (ii) has made policy claims against its Monoline and as of the Effective Date has received full payment of such claims, the Recognized Claim of such RMBS Trust will be set to zero, unless (a) such Insured RMBS Trust is one for which the sum of the net unreimbursed insurance payments, the accrued and unpaid losses, and projected future policy payments is

zero or close to zero, (b) such Insured RMBS Trust contains one or more unwrapped tranches of securities that rank senior or equal in priority to tranches insured by a Monoline, in which case the portion of such Insured RMBS Trust's Claims allocable to such unwrapped tranches shall not be set to zero (or, when applicable to the following sentence, shall not be reduced) and any distribution on such unwrapped tranches shall be allocable only to such unwrapped tranches, or (c) the RMBS Trustees, with the advice of Duff, reasonably determine that, based on a particular RMBS Trust's structure, it would be unfair or inequitable to set the Recognized Claim to zero or, when applicable to the following sentence, it would be unfair to reduce the Recognized Claim (each of (a), (b) or (c), an "Insured Exception"), in each case as determined by Duff. If an RMBS Trust (i) is an Insured RMBS Trust and (ii) has made policy claims against its Monoline and, as of the Effective Date has not received full payment of such claims, the Recognized Claims of such RMBS Trusts ~~are~~will be reduced to take into account the value of partial payments made (or expected to be made) by such Monoline, if any, on such claims, unless an Insured Exception applies as determined by Duff as of the Effective Date.

- (v) **Necessity of a Timely Filed Proof of Claim.** An RMBS Trust will not have any Recognized Claim unless a Proof of Claims asserting an RMBS R+W Claim or an RMBS Cure Claim, as applicable, was timely filed for that RMBS Trust.

(b) Reallocation of Units from the RFC Pool to the GMACM Pool. The number of Units distributed to the GMACM Pool and the RFC Pool is a function of the approval of the Allowed Amounts of the Unsecured Claims held by the RMBS Trusts against the Debtor Groups as provided in Article IV.C.3(a), but, as an integral part of the RMBS Settlement, the Units to be held in the GMACM Pool and the RFC Pool shall be determined based on the amount of the GMACM Recognized Cure Claims, the RFC Recognized Cure Claims, the GMACM Recognized Original R+W Claims, the RFC Recognized Original R+W Claims, the GMACM Recognized Additional R+W Claims, the RFC Recognized Additional R+W Claims, the GMACM Recognized Servicing Claims and the RFC Recognized Servicing Claims. Based on calculations prepared by Duff (taking into account the allocation of the Allowed Fee Claim), 2,949,494 Units⁵ (together with any cash distributions, if any, on such Units made prior to the reallocation of Units contemplated by this paragraph) shall be moved from the RFC Pool to the GMACM Pool.

(c) Allocations of Units in the GMACM Pool to RMBS Trusts with Recognized Claims against GMACM. For purposes of allocations of Units held in the GMACM Pool to RMBS Trusts having Recognized Claims against GMACM, Duff shall calculate the

⁵ Subject to adjustment ~~based on, among other things, further due diligence; any changes will be included in the Plan Supplement~~ after the Unit Issuance Percentages are adjusted as contemplated by Art. IV.J.

aggregate value of each such RMBS Trust's Recognized Claims as of the Effective Date as follows: (i) GMACM Recognized Cure Claims shall be valued at 100% of the GMACM Recognized Cure Claims, if any, for such RMBS Trust shown on the applicable RMBS Trust Claims Schedules; (ii) GMACM Recognized Original R+W Claims, GMACM Recognized Additional R+W Claims and GMACM Recognized Unsecured Servicing Claims of such RMBS Trust, if any, will be valued at 16.7%⁶ of the GMACM Recognized Original R+W Claims, GMACM Recognized Additional R+W Claims, and GMACM Recognized Unsecured Servicing Claims shown on the applicable RMBS Trust Claims Schedules; and (iii) the values so calculated will be summed for each such RMBS Trust (the "GMACM Weighted Claim"). All distributions from the RMBS Claims Trust from the GMACM Pool to RMBS Trusts with Recognized Claims against GMACM will be based on the percentage that such RMBS Trust's GMACM Weighted Claim has to the total of all of the GMACM Weighted Claims.

(d) *Allocations of Units in the RFC Pool to RMBS Trusts with Recognized Claims against RFC.* For purposes of allocations of Units held in the RFC Pool to RMBS Trusts having Recognized Claims against RFC, Duff shall calculate the aggregate value of each such RMBS Trust's Recognized Claims as of the Effective Date as follows: (i) RFC Recognized Cure Claims shall be valued at 100% of the RFC Recognized Cure Claims, if any, for such RMBS Trust shown on the applicable RMBS Trust Claims Schedules, (ii) RFC Recognized Original R+W Claims, RFC Recognized Additional R+W Claims and RFC Recognized Unsecured Servicing Claims of such RMBS Trust, if any, will be valued at 5.34%⁷ of the RFC Recognized Original R+W Claims, RFC Recognized Additional R+W Claims, and RFC Recognized Unsecured Servicing Claims shown on the applicable RMBS Trust Claims Schedules, and (iii) the values so calculated will be summed for each such RMBS Trust (the "RFC Weighted Claim"). All distributions from the RMBS Claims Trust from the RFC Pool to RMBS Trusts with Recognized Claims against RFC will be based on the percentage that such RMBS Trust's RFC Weighted Claim has to the total of all of the RFC Weighted Claims.

(e) *Distributions as Subsequent Recoveries.* All distributions from the GMACM Pool or the RFC Pool on account of any Recognized RMBS Claim shall be treated as "Subsequent Recoveries," as that term is defined in the applicable governing agreement for that RMBS Trust; provided that if the governing agreement for a particular RMBS Trust does not include the term "Subsequent Recovery," the distribution resulting from any Recognized Claim shall be distributed as though it was unscheduled principal available for distribution on that distribution date; provided, however, that should the Bankruptcy Court determine that a different treatment is required to conform the distributions to the requirements of the governing agreements, that determination shall govern and shall not constitute a material change to this Plan. Notwithstanding the forgoing or anything to the contrary in any governing agreement, no distributions from the GMACM Pool or the RFC Pool will be paid over to any Monoline.

⁶ Subject to adjustment ~~based on, among other things, further due diligence; any changes will be included in the Plan Supplement~~ after the Unit Issuance Percentages are adjusted as contemplated by Art. IV.J.

⁷ Subject to adjustment ~~based on, among other things, further due diligence; any changes will be included in the Plan Supplement~~ after the Unit Issuance Percentages are adjusted as contemplated by Art. IV.J.

4. *Monoline Reservation.* Each Insured RMBS Trust shall retain the ability to enforce its rights, in the Bankruptcy Court or otherwise, against any Monoline (other than FGIC) that does not, in the future, perform in accordance with an insurance policy for the benefit of that RMBS Trust.

5. *RMBS Trustee Fees and Expenses.* In addition to distributions made on account of RMBS Trust Claims, the RMBS Trustees will be paid in full in Cash on the Effective Date for their reasonable pre- and post-petition fees and expenses, pursuant to the provisions of and subject to the procedures set forth in the *Final Supplemental Order (I) Authorizing the Debtors to Continue Implementing Loss Mitigation Programs; (II) Approving Procedures for Compromise and Settlement of Certain Claims, Litigations and Causes of Action; (III) Granting Limited Stay Relief to Permit Foreclosure and Eviction Proceedings, Borrower Bankruptcy Cases, and Title Disputes to Proceed; and (IV) Authorizing and Directing the Debtors to Pay Securitization Trustee Fees and Expenses* [Docket No. 774], and the *Order under 11 U.S.C. §§ 105, 363, and 365, and Fed Bankr. P. 2002, 6004, 6006, and 9014 (I) Approving (A) Sale of Debtors' Assets Pursuant to Asset Purchase Agreement with Ocwen Loan Servicing, LLC; (B) Sale of Purchased Assets Free and Clear of Liens, Claims, Encumbrances, and Other Interests; (C) Assumption and Assignment of Certain Executory Contracts and Unexpired Leases Thereto; (D) Related Agreements; and (II) Granting Related Relief* [Docket No. 2246] ([the "Sale Order"](#)), which provisions and procedures will also apply to HSBC. The RMBS Trustees may be reimbursed for their reasonable fees and expenses associated with making distributions and taking other actions required under the Plan following the Effective Date in accordance with the provisions of the applicable pooling and servicing agreements, including but not limited to pooling and servicing agreements assumed by the Debtors and assigned to the purchaser/assignee of same. [For the avoidance of doubt, the foregoing shall not modify the terms of the Sale Order.](#)

6. *Allowed Fee Claim.* The Plan Supplement sets forth the stipulated amounts of the Allowed Fee Claim. On the Effective Date or as soon as practicable thereafter, the Liquidating Trust shall distribute Units on account of the Allowed Fee Claim to counsel for the Institutional Investors. For the avoidance of doubt, the amount of the Allowed Fee Claim shall reduce the total Units (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 payable to counsel for the Institutional Investors may be reduced to separate claim stipulations for the convenience of the parties subject to the terms of the Plan.

7. *Affirmative Findings.* The Confirmation Order shall include affirmative findings that the Plan, including the RMBS Settlement and the FGIC Settlement Agreement, is in the best interests of Investors, that the RMBS Trustees acted in good faith and in the best interests of the Investors in entering into the Plan Support Agreement and performing their obligations thereunder, including voting for the Plan, provided, however, the Confirmation Order shall provide that such findings shall be binding solely in connection with the RMBS Trustees, the RMBS Trusts ~~and~~ [\(including the Investors in the RMBS of such RMBS Trusts\)](#), and the actions of the RMBS Trusts and the RMBS Trustees with respect to the Plan Support Agreement and the Plan, including the RMBS Settlement, and the FGIC Settlement Agreement.

8. Continuation of Governing Agreements. Except with respect to the Debtors and the Liquidating Trust, all agreements, indentures, pooling and servicing agreements and other documents governing the RMBS Trusts shall remain in full force and effect in accordance with their terms and conditions, except (i) to the extent modified by consent in connection with any assumption and assignment thereof or (ii) as specifically provided in Article IV.C.3.e above.

D. Settlement of Monoline Claims.

1. MBIA Settlement. Entry of the Confirmation Order, pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code, shall constitute approval of Allowed non-subordinated General Unsecured Claims held by MBIA in the amount of \$719 million against the ResCap Debtors, \$1,450 million against the GMACM Debtors, and \$1,450 million against the RFC Debtors. In full and final satisfaction of MBIA's General Unsecured Claims against the Debtors, MBIA shall receive on account of its Allowed General Unsecured Claims (i) its Pro Rata Share of the GMACM Debtors Unit Distribution, (ii) its Pro Rata Share of the RFC Debtors Unit Distribution, and (iii) its Pro Rata Share of the ResCap Debtors Unit Distribution, as applicable.

2. FGIC Settlement. As a condition precedent to Plan Consummation, the Bankruptcy Court and the FGIC Rehabilitation Court each shall have approved, by no later than September 16, 2013, the FGIC Settlement Agreement, which governs the amount and priority of the General Unsecured Claims held by FGIC. Entry of an order substantially in the form attached to the FGIC Settlement Agreement as Exhibit D (or such other form as agreed to by FGIC, the Debtors, the RMBS Trustees, and counsel for the Institutional Investors), pursuant to Bankruptcy Rule 9019, shall constitute approval, among other things, of the minimum Allowed non-subordinated General Unsecured Claim amounts as set forth therein. Entry of the Confirmation Order pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code, shall constitute approval of Allowed non-subordinated General Unsecured Claims held by FGIC in the amount of \$337.5 million against the ResCap Debtors, \$181.5 million against the GMACM Debtors, and \$415.0 million against the RFC Debtors, as implemented by the Plan. In full and final satisfaction of FGIC's General Unsecured Claims against the Debtors, FGIC shall receive on account of its Allowed General Unsecured Claims: (i) its Pro Rata Share of the GMACM Debtors Unit Distribution, (ii) its Pro Rata Share of the RFC Debtors Unit Distribution, and (iii) its Pro Rata Share of the ResCap Debtors Unit Distribution, as applicable.

3. Assured Settlement. Entry of the Confirmation Order, pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code, shall constitute approval of Allowed non-subordinated General Unsecured Claims held by Assured in the amount of \$88,868,346 against the GMACM Debtors and \$57,950,560 against the RFC Debtors. In full and final satisfaction of Assured's General Unsecured Claims against the Debtors, Assured shall receive on account of its Allowed General Unsecured Claims: (i) its Pro Rata Share of the GMACM Debtors Unit Distribution, and (ii) its Pro Rata Share of the RFC Debtors Unit Distribution, as applicable.

4. Ambac Settlement. Subject to Bankruptcy Court approval of the Ambac Cure Stipulation, entry of the Confirmation Order, pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code, shall constitute approval of Allowed non-subordinated General

Unsecured Claims held by Ambac in the amount of \$207,315,815 against the GMACM Debtors and \$22,800,000 against the RFC Debtors. In full and final satisfaction of Ambac's General Unsecured Claims against the Debtors, Ambac shall receive on account of its Allowed General Unsecured Claims: (i) its Pro Rata Share of the GMACM Debtors Unit Distribution, and (ii) its Pro Rata Share of the RFC Debtors Unit Distribution, as applicable.

E. Private Securities Claims Trust

The Private Securities Claims Trust shall be established for the sole benefit of the holders of Allowed Private Securities Claims, and shall be funded on the Effective Date with the Private Securities Claims Trust Unit Distribution. The Private Securities Claims Trust shall be administered by the Private Securities Claims Trustee, who shall distribute to holders of Allowed Private Securities Claims in accordance with the Private Securities Claims Trust Agreement (a) the Cash distributed by the Liquidating Trust in respect of the Units allocated to the Private Securities Claims Trust to holders of Allowed Private Securities Claims, or (b) the Units transferred to the Private Securities Claims Trust that constitute the Private Securities Claims Trust Unit Distribution.

1. Private Securities Claims Trust Agreement. On or before the Effective Date, the Private Securities Claims Trust Agreement, in a form reasonably acceptable to the Plan Proponents, Ally and the Settling Private Securities Claimants, each in their individual capacity, shall be executed, and all other necessary steps shall be taken to establish the Private Securities Claims Trust and the interests therein, which shall be for the benefit of the holders of Allowed Private Securities Claims. The Private Securities Claims Trust Agreement shall provide for the distribution of the Private Securities Trust Assets in accordance with the allocation agreement, executed by each of the Private Securities Claimants.

2. Purpose of the Private Securities Claims Trust. The Private Securities Claims Trust shall be established to perform the following duties, to the extent necessary: (i) directing the processing, liquidation and payment of the Allowed Private Securities Claims in accordance with the Plan; and (ii) preserving, holding, and managing the assets of the Private Securities Claims Trust for use in paying and satisfying Allowed Private Securities Claims. The Private Securities Claims Trust Agreement shall include, among other things: (i) the terms, methodology, criteria, and procedures for distributing either (a) the Cash distributed by the Liquidating Trust in respect of the Units allocated to the Private Securities Claims Trust to holders of Allowed Private Securities Claims, or (b) the Units transferred to the Private Securities Claims Trust that constitute the Private Securities Claims Trust Unit Distribution; and (ii) to the extent necessary, the establishment of appropriate disputed claims reserves.

3. Private Securities Claimants to Forego Other Recoveries. In consideration of the Private Securities Claims Trust Unit Distribution transferred to the Private Securities Claims Trust and in furtherance of the purposes of the Private Securities Claims Trust and the Plan, the Private Securities Claimants shall agree to forego any other recovery from the Debtors or the Liquidating Trust in respect of the Private Securities Claims, and neither the Debtors, Ally, nor the Liquidating Trust shall have any further financial or other responsibility or liability therefor. Private Securities Claimants instead shall be entitled to receive their allocated share of either (a) the Cash available for distribution from the Private Securities Claims Trust in respect of the

Private Securities Claims Trust Unit Distribution, or (b) the Units transferred to the Private Securities Claims Trust that constitute the Private Securities Claims Trust Unit Distribution, in each case in accordance with the Private Securities Claims Trust Agreement, as their sole source of recovery in respect of the Private Securities Claims.

4. Administration of the Private Securities Claims Trust. The Private Securities Claims Trust shall be administered by the Private Securities Claims Trustee. For the avoidance of doubt, upon the Effective Date, the Private Securities Claims Trust shall be completely independent of the Liquidating Trust and the Liquidating Trust shall have no authority over the Private Securities Claims Trust. One or more candidates for the Private Securities Claims Trustee shall be recommended on or before the Effective Date by the Settling Private Securities Claimants, in each of their individual capacities, and the Private Securities Claims Trustee will be designated with the consent of the Plan Proponents, which consent shall not be unreasonably withheld.

5. Distributions to the Private Securities Claimants. To the extent the Private Securities Claims Trust holds the Units distributed by the Liquidating Trust, the Cash distributions received by the Private Securities Claims Trust in respect of the Units that it holds shall be distributed to holders of Allowed Private Securities Claims in accordance with the methodology, criteria and procedures established in the Private Securities Claims Trust Agreement. To the extent the Private Securities Claims Trust has distributed the Units that constitute the Private Securities Claims Trust Unit Distribution to Private Securities Claimants, the Liquidating Trust shall make Cash distributions directly to the Private Securities Claimants.

6. Settlement of Allowed Claims of Settling Private Securities Claimants. Entry of the Confirmation Order, pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code, shall constitute approval of the settlement of the Allowed Claim amounts for voting purposes of each of the Settling Private Securities Claimants as follows: AIG shall have an allowed claim of \$1.168 billion for voting purposes, Allstate shall have an allowed claim of \$140 million for voting purposes, MassMutual shall have an allowed claim of \$218 million for voting purposes, and Prudential shall have an allowed claim of \$227 million for voting purposes. ~~The Settling Private Securities Claimants shall also have settled claim amounts against the Private Securities Claims Trust for distribution purposes, which amounts shall be set forth in the Private Securities Claims Trust Agreement.~~

7. Costs and Expenses of Private Securities Claims Trust. The reasonable costs and expenses of administering the Private Securities Claims Trust, including the reasonable fees and expenses of the Private Securities Claims Trustee and its retained professionals, shall be funded on the Effective Date as agreed to by the Plan Proponents and Consenting Claimants.

8. Retention of Professionals by Private Securities Claims Trustee. The Private Securities Claims Trustee may retain and reasonably compensate counsel and other professionals to assist in its duties as Private Securities Claims Trustee on such terms as the Private Securities Claims Trustee deems appropriate without Bankruptcy Court approval, but subject to the terms and conditions provided for in the Private Securities Claims Trust Agreement. The Private Securities Claims Trustee may retain professionals who represented parties in the Chapter 11 Cases, provided such retention is otherwise permissible under applicable law.

9. *Indemnification of the Private Securities Claims Trustee.* The Private Securities Claims Trustee and its agents or professionals shall not be liable for any actions taken or omitted in its capacity as, or on behalf of, the Private Securities Claims Trustee or the Private Securities Claims Trust, except those acts arising out of its own willful misconduct, gross negligence, or bad faith, and each shall be entitled to indemnification or reimbursement for fees and expenses in defending any and all of its actions or inactions in its or their capacity as, or on behalf of, the Private Securities Claims Trustee except for any and all actions or inactions involving willful misconduct, gross negligence, or bad faith. Any indemnification claim of the Private Securities Claims Trustee (and the other parties entitled to indemnification under this subsection) shall be satisfied solely from the assets of the Private Securities Claims Trust and no recourse may be had to the Liquidating Trust, Ally, or the Debtors' Estates. The Private Securities Claims Trustee shall be entitled to rely, in good faith, on the advice of its retained professionals.

F. Borrower Claims Trust

The Borrower Claims Trust shall be established for the sole benefit of the holders of Allowed Borrower Claims, and shall consist of the Borrower Claims Trust Assets. The Borrower Claims Trust shall be administered by the Borrower Claims Trustee, subject to oversight and supervision by the Borrower Claims Trust Committee, who shall administer and distribute the Borrower Claims Trust Assets to holders of Allowed Borrower Claims in accordance with the methodology and procedures set forth in the Borrower Claims Trust Agreement. The Borrower Claims Trust shall be completely independent of the Liquidating Trust and the Liquidating Trustee shall have no authority over the Borrower Claim Trust or the Borrower Claims Trustee.

1. *Borrower Claims Trust Agreement.* On or before the Effective Date, the Borrower Claims Trust Agreement, in a form reasonably acceptable to the Plan Proponents, Ally and the Kessler Class Claimants, shall be executed, and all other necessary steps shall be taken to establish the Borrower Claims Trust and the interests therein, which shall be for the benefit of the holders of Allowed Borrower Claims. In the event of any conflict between the terms of the Plan with respect to the Borrower Claims Trust and the terms of the Borrower Claims Trust Agreement, the Borrower Claims Trust Agreement shall govern. The Borrower Claims Trust Agreement includes: (i) participation and qualification criteria for holders of Borrower Claims to receive a distribution from the Borrower Claims Trust Assets, (ii) procedures for the prosecution and settlement of objections to Borrower Claims, including those previously filed by the Debtors or any other party, (iii) the establishment of reserves for Disputed Borrower Claims; and (iv) the establishment of procedures to resolve Disputed Borrower Claims, inclusive of any counterclaims or offsets in favor of the Debtors.

2. *Purpose of the Borrower Claims Trust.* The Borrower Claims Trust shall be established to, among other things, (i) direct the processing, liquidation and payment of the Allowed Borrower Claims in accordance with the Plan, and the distribution procedures established under the Borrower Claims Trust Agreement, and (ii) preserve, hold, and manage the assets of the Borrower Claims Trust for use in satisfying Allowed Borrower Claims.

3. *Assumption of Certain Liabilities by the Borrower Claims Trust.* In consideration of the Borrower Claims Trust Assets transferred to the Borrower Claims Trust and in furtherance of the purposes of the Borrower Claims Trust and the Plan, the Borrower Claims Trust shall

assume all liability for all Borrower Claims, and neither the Debtors, the Released Parties, nor the Liquidating Trust shall have any further financial or other responsibility or liability therefor.

4. *Borrower Claims Trust Assets.* The Borrower Claims Trust shall consist of the Borrower Claims Trust Assets and any other assets held from time to time incidental to the administration of the Borrower Claims Trust. On the Effective Date, the Liquidating Trust, in its capacity as Disbursing Agent, shall fund the Borrower Claims Trust with the Cash portion of the Borrower Claims Trust Assets free and clear of all Liens, Claims, and encumbrances, except to the extent otherwise provided herein.

5. *Administration of the Borrower Claims Trust.* The Borrower Claims Trust shall be administered by the Borrower Claims Trustee subject to the supervision and oversight of the Borrower Claims Trust Committee. The Borrower Claims Trustee will be designated by counsel for the Kessler Class Claimants with the consent of the Plan Proponents, which consent shall not be unreasonably withheld.

6. *Distributions from the Borrower Claims Trust.* It is the intention that distributions made from the Borrower Claims Trust on account of an Allowed Borrower Claim will 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 in respect of such Allowed Claim, based on the value of the assets in the Liquidating Trust available for distribution to holders of Units 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 of the Allowed Borrower Claims or to the time delay in receipt of distributions in respect of the Units issued by the Liquidating Trust). For the avoidance of doubt, the comparable recovery percentages 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 in respect of such Allowed Claim shall be established once and finally and for all purposes, including for all future distributions by the Borrower Claims Trust, at the time of and in connection with the Borrower Trust True-Up and confirmation of the Plan, and neither the amount to be transferred to the Borrower Claims Trust nor the percentage distributions from the Borrower Claims Trust shall be adjusted following the Effective Date based on actual experience with respect to recoveries from the Liquidating Trust following the Effective Date of the Plan.

Except as otherwise provided herein or in the Kessler Settlement Agreement, to the extent a Borrower recovers insurance proceeds on account of all or some of an Allowed Borrower Claim, (i) if distributions on account of such Allowed Borrower Claim have not been made, the amount of such Allowed Borrower Claim shall be reduced to the extent paid by insurance proceeds, or (ii) if distributions on account of such Allowed Borrower Claim have been made, the Borrower shall be required to return an amount equal to all distributions received by the Borrower from the Borrower Claims Trust on account of such Allowed Borrower Claim multiplied by a fraction, the numerator of which is the amount of the insurance proceeds received and the denominator of which is the amount of its Allowed Borrower Claim. Such Borrower shall thereafter continue to be entitled to its proportionate share of any future distribution from the Borrower Claims Trust. For the avoidance of doubt, the Kessler Settlement Class shall continue to be entitled to its proportionate share of any such future distribution. Any

Borrower who recovers insurance proceeds on account of all or some of an Allowed Borrower Claim shall be required to notify the Borrower Claims Trustee of such recovery within ten (10) Business Days of receipt.

If any 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.

7. *U.S. Federal Income Tax Treatment of Borrower Claims Trust.* All parties (including, without limitation, the Debtors, the Borrower Claims Trustee, and the holders of Borrower Claims) shall treat the Borrower Claims Trust as a "qualified settlement fund" within the meaning of section 468B of the Tax Code and the Treasury Regulations thereunder.

8. *Dissolution of the Borrower Claims Trust.* The Borrower Claims Trustee and the Borrower Claims Trust shall be discharged or dissolved, as applicable, at such time as (i) all Borrower Claims have been resolved by Final Order, written agreement, or pursuant to the Plan, and (ii) all distributions to be made by the Borrower Claims Trustee under the Plan and the Borrower Claims Trust Agreement have been made. Any Cash or other remaining assets in the Borrower Claims Trust shall be transferred to the Liquidating Trust upon dissolution of the Borrower Claims Trust.

9. *Costs and Expenses of Borrower Claims Trust.* The reasonable costs and expenses of administering the Borrower Claims Trust, including the reasonable fees and expenses of the Borrower Claims Trustee and its retained professionals, shall be funded on the Effective Date as agreed to by the Plan Proponents and Consenting Claimants. Such costs shall not include fees and expenses incurred by the Kessler Class Claimants pursuit of GM Insurance Rights.

10. *Retention of Professionals by Borrower Claims Trustee.* The Borrower Claims Trustee may retain and reasonably compensate counsel and other professionals to assist in its duties as Borrower Claims Trustee on such terms as the Borrower Claims Trustee deems appropriate without Bankruptcy Court approval, but subject to the terms and conditions provided for in the Borrower Claims Trust Agreement. The Borrower Claims Trustee may retain professionals who represented parties in the Chapter 11 Cases, provided such retention is otherwise permissible under applicable law.

11. *Indemnification of the Borrower Claims Trustee and the Borrower Claims Trust Committee.* The Borrower Claims Trustee and members of the Borrower Claims Trust Committee and their agents or professionals shall not be liable for any actions taken or omitted in its capacity as, or on behalf of, the Borrower Claims Trustee or the Borrower Claims Trust, except those acts arising out of its or their own willful misconduct, gross negligence, or bad faith, and each shall be entitled to indemnification or reimbursement for fees and expenses in defending any and all of its actions or inactions in its or their capacity as, or on behalf of, the Borrower Claims Trust except for an action or inaction involving willful misconduct, gross negligence, or bad faith. Any indemnification claim of the Borrower Claims Trustee and the Borrower Claims Trust Committee (and the other parties entitled to indemnification under this

subsection) shall be satisfied solely from the Borrower Claims Trust Assets and no recourse may be had to the Liquidating Trust, the Released Parties or any creditor in these Chapter 11 Cases. The Borrower Claims Trustee and the members of the Borrower Claims Trust Committee shall be entitled to rely, in good faith, on the advice of its retained professionals.

12. *Borrower Claims Trustee as Estate Representative under 1123(b)(3)(B).* The Borrower Claims Trustee is hereby appointed as the representative of the Estates with respect to Borrower-Related Causes of Action pursuant to section 1123(b)(3)(B) of the Bankruptcy Code.

G. Settlement of Claims of Kessler Class Claimants

1. *Settlement of Allowed Amount of Kessler Class Claims.* As provided in the Kessler Settlement Agreement, as one element of, and in consideration for, an overall negotiated settlement of numerous disputed claims and issues embodied in the Plan and subject to the entry of the Kessler Settlement Approval Orders, the Kessler Settlement Class shall receive the Allowed Kessler Claim against the RFC Debtors. The sole source of recovery of the Allowed Kessler Claim shall be distributions from the Borrower Claims Trust and the GM Insurance Rights, and not from any other assets or property of the Released Parties, the Liquidating Trust, or the Private Securities Claims Trust.

2. *Transfer of GM Insurance Rights.* Subject to entry of the Kessler Settlement Approval Orders, on the Effective Date, the Debtors shall convey, transfer, and assign the GM Insurance Rights under the GM Policies in accordance with the Kessler Settlement Agreement and the Kessler Settlement Approval Orders, to (i) the Kessler Settlement Class with respect to indemnity for the Allowed Kessler Claim, and (ii) except to the extent that any such GM Insurance Rights have been transferred by the Debtors to other creditors on or before the Effective Date, the Liquidating Trust with respect to any other GM Insurance Rights. For the avoidance of doubt, the (i) rights of the Kessler Settlement Class in and to the GM Insurance Rights and proceeds thereof, and (ii) the rights of any other creditor who has received from the Debtors an assignment of GM Insurance Rights prior to the Effective Date, shall not be transferred to the Liquidating Trust and shall not constitute Available Assets.

3. *Discovery of Additional Insurance Policies.* Subject to the entry of the Kessler Settlement Approval Orders, if, 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 will 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.

H. NJ Carpenters Claims Settlement

The NJ Carpenters Settlement, which is subject to the NJ Carpenters Approval, contemplates the payment of the NJ Carpenters Claims Distribution in settlement of the NJ Carpenters Claims, which amount shall be the sole source of recovery available in respect of the NJ Carpenters Claims. If the NJ Carpenters Approval occurs, the NJ Carpenters Class Members shall be entitled to the NJ Carpenters Claims Distribution. The NJ Carpenters Class Opt-Outs shall not receive any portion of the NJ Carpenters Claims Distributions and shall receive no

consideration under the Plan other than in respect of their Allowed Claims against the Estates, which Claims shall be classified as General Unsecured Claims and may be subject to subordination. The reasonable costs of class notice and administration shall be advanced by the Debtors prior to the Effective Date in accordance with applicable orders of the Bankruptcy Court and District Court, which costs will be deducted from the NJ Carpenters Claims Distribution. Absent the NJ Carpenters Approval, the NJ Carpenters Class Members will not receive any portion of the NJ Carpenters Claims Distribution, and, to the extent any NJ Carpenters Class Members hold Allowed Claims, such Claims shall be classified as General Unsecured Claims, which claims may be subject to subordination.

I. Senior Unsecured Notes Settlement

The Plan shall constitute a good faith compromise and settlement of claims that the Senior Unsecured Notes Indenture Trustee, on behalf of the Senior Unsecured Noteholders, has against the Ally Released Parties and any Debtor, both as described in the Disclosure Statement. Distributions to the Senior Unsecured Noteholders shall be carried out consistent with Article VII.G.1 of the Plan.

J. Adjustment Mechanism

The allocation of Units issuable pursuant to the Plan shall be determined in accordance with the following adjustment mechanism. Prior to the Initial Unit Distribution Date, a determination shall be made of the estimated amount of the General Unsecured Claims against each of the Debtor Groups that are Disputed Claims, in accordance with the provisions of Article VIII.D. Thereupon, the Unit Issuance Percentages shall be adjusted such that all holders of Allowed Unsecured Claims and the Private Securities Claims Trust shall share proportionately in the accretion or dilution of recoveries as a result of variances in the Allowed amounts of Unsecured Claims from the amounts set forth in the Disclosure Statement; and shall be further adjusted through an iterative mathematical process such that all holders of Allowed Unsecured Claims against a Debtor Group receive Units in the same ratio of number of Units to Allowed amount of Claim. For the purposes of this paragraph, “proportionately” means in proportion to the recovery of the holders of Unsecured Claims in the amounts set forth in the Disclosure Statement.

The Debtor Group Unit Distributions shall be determined based on the respective Unit Issuance Percentages, after adjustment, and shall include, with respect to each Debtor Group, the Units to be issued to holders of Allowed Unsecured Claims against that Debtor Group as of the Initial Unit Distribution Record Date and the Units to be issued to the Disputed Claims Reserve with respect to that Debtor Group.

K. Cancellation of Securities, Indentures, and Other Documents Evidencing Claims and Equity Interests

Subject to the assumption of Executory Contracts and Unexpired Leases as set forth in the Plan, and except for purposes of evidencing a right to distributions under the Plan, on the Effective Date, all notes, stock, instruments, certificates, indentures, guarantees, and other documents or agreements evidencing a Claim against or Equity Interest in the Debtors will be

deemed automatically cancelled with respect to the Debtors and shall be of no further force or effect as against the Debtors, whether such document is surrendered for cancellation or not, and the obligations of Ally, the Debtors, or the Liquidating Trust, thereunder or in any way related thereto will be discharged.

Notwithstanding anything to the contrary herein, the Senior Unsecured Notes Indenture will continue in effect for the limited purposes of: (i) allowing the Senior Unsecured Noteholders to receive distributions on account of their Senior Unsecured Notes Claims, and (ii) allowing the Senior Unsecured Notes Indenture Trustee to make distributions in accordance with the terms of the Plan, to fund the Senior Unsecured Notes Indenture Trustee Reserve, and to exercise its Senior Unsecured Notes Indenture Trustee Charging Lien against distributions under the Plan and against the Senior Unsecured Notes Indenture Trustee Reserve for payment of Senior Unsecured Notes Indenture Trustee Fees and Expenses.

Notwithstanding anything to the contrary herein, the First Priority Security Agreement will continue in effect for the limited purposes of allowing the First Priority Collateral Agent to exercise its First Priority Collateral Agent Lien for the payment of First Priority Collateral Agent Fees and Expenses.

Notwithstanding anything to the contrary herein, all Junior Secured Notes, the Junior Secured Notes Indenture and the Junior Secured Notes Security Agreement shall be deemed automatically canceled and discharged on the Effective Date, provided, however, that the Junior Secured Notes, the Junior Secured Notes Indenture and the Junior Secured Notes Security Agreement shall continue in effect solely for the purposes of (i) allowing the Junior Secured Noteholders to receive distributions on account of their Junior Secured Notes Claims as provided in the Plan, (ii) allowing the Junior Secured Notes Indenture Trustee to make the distributions to be made on account of the Junior Secured Notes; and (iii) permitting the Junior Secured Notes Indenture Trustee to assert its Junior Secured Notes Indenture Trustee Charging Lien against such distributions for payment of the Junior Secured Notes Indenture Trustee Fees and the Junior Secured Notes Collateral Agent Fees and Expenses.

L. Treatment of Intercreditor Agreement

Nothing contained herein shall affect the enforceability of the Intercreditor Agreement in accordance with, and subject to, the terms thereof and any applicable law, and all rights and obligations, if any, of the parties to the Intercreditor Agreement thereunder, or in connection therewith, are preserved; provided, on and after the Effective Date, the obligation of the Liquidating Trust, as successor to the Debtors under the Intercreditor Agreement shall be limited to facilitating enforcement of the Intercreditor Agreement as between the other parties thereto; provided further, however, that notwithstanding anything to the contrary contained herein, the Estates and the Liquidating Trust shall not in any way incur any monetary obligations to any party as a result of or in any way related to the enforcement of the terms of the Intercreditor Agreement.

M. Compensation Order

Notwithstanding anything herein to the contrary, following the Effective Date, Ally and the Liquidating Trust shall continue to comply with their respective obligations under the Compensation Order.

N. Corporate Action

Except as otherwise provided in the Plan, the corporate or related actions to be taken by or required of the Debtors in connection with each matter provided for by the Plan shall, as of the Effective Date, be deemed to have occurred and be effective as provided in the Plan, and shall be authorized, approved, and, to the extent taken prior to the Effective Date, ratified in all respects without any requirement of further action by holders of Claims or Equity Interests, directors of the Debtors, or any other Entity. On or prior to the Effective Date, the appropriate officers of the Debtors shall be authorized and directed to issue, execute, and deliver the agreements, securities, instruments, or other documents contemplated by the Plan, or necessary or desirable to effect the transactions contemplated by the Plan, in the name of and on behalf of the Debtors, prior to the Effective Date, or the Liquidating Trust, following the Effective Date. Notwithstanding any requirements under nonbankruptcy law, the authorizations and approvals contemplated by this provision shall be effective.

On the Effective Date, upon the appointment of the Liquidating Trust Board, the persons acting as directors, managers, and officers of the Debtors prior to the Effective Date as the case may be, will be released from all further authority, duties, responsibilities, and obligations relating to and arising from operations of the Debtors or the Chapter 11 Cases, including, for the avoidance of doubt, the continuing obligations related to the DOJ/AG Settlement. Upon such release and discharge, the Liquidating Trust Board will be charged with the authority, duties, responsibilities, and obligations relating to and arising from operations of the Debtors and these Chapter 11 Cases, except to the extent such authority, duties, responsibilities, and obligations are to be undertaken by the Private Securities Claims Trustee, the RMBS Claims Trust Trustees, the Borrower Claims Trustee, or, with respect to the NJ Carpenters Claims Distribution, in each case as provided in the Plan.

O. Dissolution of the Debtors

On and after the Effective Date, the Liquidating Trust Board shall be authorized, in its sole and absolute discretion, to take all actions reasonably necessary to manage or dissolve the Debtors and their subsidiaries, including the Non-Debtor Subsidiaries, under applicable laws, including the laws of the jurisdictions in which they may be organized or registered, notwithstanding any applicable consent requirements or other restrictions contained in any financing agreements or other debt documents to which any Debtor is a party, and to pay all reasonable costs and expenses in connection with such dissolutions, including the costs of preparing or filing any necessary paperwork or documentation. The Liquidating Trust Board shall have no liability for using its discretion to dissolve or not dissolve any of the Debtors or their subsidiaries. Whether or not dissolved, the Debtors shall have no authorization to implement the provisions of this Plan from and after the Effective Date except as specifically provided otherwise in the Plan. Notwithstanding the foregoing, the Liquidating Trust Board

shall not dissolve any Debtor to the extent such Debtor is required to hold Available Assets after the Effective Date pursuant to Article VI.C of the Plan, and any such Debtors shall be authorized to take such actions at the direction of the Liquidating Trust Board as may be necessary to implement the provisions of the Plan with respect to such Available Assets.

P. Effectuating Documents; Further Transactions

On the Effective Date, the Liquidating Trust Board will be authorized to take any actions or effect transactions, including conversions, dissolutions, transfers, liquidations, or other corporate transactions, as may be determined by the Liquidating Trust Board to be necessary or appropriate to implement to terms of the Plan. After the Effective Date, the Liquidating Trust Board may utilize the aforementioned authority without any further notice to or action, order or approval of the Bankruptcy Court.

On and after the Effective Date, the Liquidating Trust Board, directly or acting through the Liquidating Trust Management, is authorized to and may issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan in the name of and on behalf of the Plan Proponents, without the need for any approvals, authorizations, or consents, except for those expressly required by the Plan.

Q. Exemption from Certain Taxes and Fees

Pursuant to Bankruptcy Code section 1146(a), any transfers of property pursuant to the Plan shall not be subject to any stamp, real estate transfer, mortgage reporting, ~~sales, use tax,~~ or other similar tax or governmental assessment in the United States, and the Confirmation Order shall direct and be deemed to direct the appropriate state or local governmental officials or agents to forego the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment.

R. 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, without limitation, 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).

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.

ARTICLE V.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Rejection of Executory Contracts and Unexpired Leases

Except as otherwise provided herein, each Executory Contract and Unexpired Lease not previously assumed shall be deemed automatically rejected pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date, unless any such Executory Contract or Unexpired Lease: (i) is expressly identified on the Assumption Schedule; (ii) has been previously assumed

by the Debtors by Final Order or has been assumed by the Debtors by order of the Bankruptcy Court as of the Effective Date, which order becomes a Final Order after the Effective Date; (iii) is the subject of a motion to assume pending as of the Effective Date; or (iv) is otherwise assumed pursuant to the terms herein. The Confirmation Order will constitute an order of the Bankruptcy Court approving such rejections pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date or as otherwise set forth in the Plan Supplement.

All Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, including any Executory Contracts or Unexpired Leases rejected or deemed rejected under the Plan, must be Filed in accordance with the procedures set forth in the Bar Date Order by the Rejection Damages Claim Bar Date or such Claims will be automatically disallowed, forever barred from assertion, and shall be unenforceable against the Debtors, the Liquidating Trust, or their assets or properties without the need for any objection by the Liquidating Trust or further notice to, or action, order, or approval of the Bankruptcy Court. All Allowed Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases will be classified as General Unsecured Claims against the applicable Debtor Groups and treated in accordance with the terms of Article III. The deadline to object to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, shall be the Claims Objection Deadline.

B. Assumption of Executory Contracts and Unexpired Leases

The Debtors will file the Assumption Schedule with the Bankruptcy Court at least twenty-one (21) days before the commencement of the Confirmation Hearing. The Assumption Schedule will include (a) the name of the non-Debtor counterparty, (b) the legal description of the Executory Contract or Unexpired Lease to be assumed, and (c) the proposed amount to be paid on account of an associated Cure Claim, if any. On or as soon as practicable thereafter, the Debtors will serve a notice of filing of the Assumption Schedule upon each non-Debtor counterparty listed thereon that will describe the procedures by which such parties may object to the proposed assumption of their respective Executory Contract or Unexpired Lease or the proposed Cure Claim amount, and explain how such disputes will be resolved by the Bankruptcy Court if the parties are not able to resolve a dispute consensually. Objections, if any, to the proposed assumption and/or Cure Claim must be filed with the Bankruptcy Court and served so as to be actually received by the Debtors no later than fourteen (14) days from the date of filing the Assumption Schedule. Any non-Debtor counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or Cure Claim amount will be deemed to have assented to such assumption or Cure Claim amount.

If an objection to the proposed Cure Claim is sustained by the Bankruptcy Court, the Plan Proponents, prior to the Effective Date, or the Liquidating Trust, following the Effective Date, may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming it on proper notice to the non-Debtor counterparty thereto, which non-Debtor counterparties shall then be entitled to file Proofs of Claim asserting Claims arising from the rejection thereof, if applicable, in accordance with the terms of the Plan and the Bar Date Order.

The Plan Proponents, prior to the Effective Date, or the Liquidating Trust, following the Effective Date, may settle any dispute on the amount of a Cure Claim without further notice to

any party or action, approval, or order of the Bankruptcy Court. If the Plan Proponents, prior to the Effective Date, or the Liquidating Trust, following the Effective Date, object to any request for payment of a Cure Claim, the Bankruptcy Court shall determine the Allowed amount of such Cure Claim and any related issues. Unless the parties to the Executory Contract or Unexpired Lease agree otherwise, all disputed defaults that are required to be cured shall be cured by the later of (i) ten (10) days after entry of a Final Order determining the amount, if any, of the Debtors' liability with respect thereto and (ii) the Effective Date. The Plan Proponents, prior to the Effective Date, or the Liquidating Trust, following the Effective Date, reserve the right either to reject or nullify the assumption of any Executory Contract or Unexpired Lease no later than thirty (30) days after a Final Order determining a Cure Claim greater than that proposed by the Debtors.

ASSUMPTION OF ANY EXECUTORY CONTRACT OR UNEXPIRED LEASE PURSUANT TO THE PLAN OR OTHERWISE SHALL RESULT IN THE FULL RELEASE AND SATISFACTION OF ANY CLAIMS OR DEFAULTS, WHETHER MONETARY OR NONMONETARY, INCLUDING DEFAULTS OF PROVISIONS RESTRICTING THE CHANGE IN CONTROL OR OWNERSHIP INTEREST COMPOSITION OR OTHER BANKRUPTCY-RELATED DEFAULTS, ARISING UNDER ANY ASSUMED EXECUTORY CONTRACT OR UNEXPIRED LEASE AT ANY TIME BEFORE THE DATE OF THE DEBTORS OR THE LIQUIDATING TRUST ASSUME SUCH EXECUTORY CONTRACT OR UNEXPIRED LEASE. ANY PROOFS OF CLAIM FILED WITH RESPECT TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE THAT HAS BEEN ASSUMED SHALL BE DEEMED DISALLOWED AND EXPUNGED, WITHOUT FURTHER NOTICE TO OR ACTION, ORDER OR APPROVAL OF THE BANKRUPTCY COURT.

Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Assumption Schedule, nor anything contained in the Plan or each Debtor's Schedules, shall constitute an admission by the Debtors that any such contract or lease is or is not in fact an Executory Contract or Unexpired Lease capable of assumption, that any Debtor has any liability thereunder or that such Executory Contract or Unexpired Lease is necessarily a binding and enforceable agreement. Further, the Plan Proponents expressly may (a) remove any Executory Contract or Unexpired Lease from the Assumption Schedule and reject an Executory Contract or Unexpired Lease pursuant to the terms of the Plan, up until the Effective Date and (b) contest any Claim (or cure amount) asserted in connection with assumption of any Executory Contract or Unexpired Lease.

The assumption of Executory Contracts and Unexpired Leases under the Plan shall include the vesting of such contracts in the Liquidating Trust. The Confirmation Order will constitute an order of the Bankruptcy Court approving the above-described assumptions, assignments, and vesting.

In the event a written objection is filed with the Bankruptcy Court as to whether a contract or lease is executory or unexpired, the right of the Plan Proponents to move to assume or reject such contract or lease shall be extended until the date that is thirty (30) days after the entry of a Final Order by the Bankruptcy Court determining that the contract or lease is executory or unexpired, in which

case the deemed assumptions and rejections provided for in the Plan shall not apply to such contract or lease.

C. Contracts and Leases Entered Into After the Petition Date

Counterparties to contracts and leases entered into after the Petition Date by a Debtor, including any Executory Contract or Unexpired Lease assumed by a Debtor, must File a proof of claim for an Administrative Claim against the appropriate Debtor by the Administrative Claims Bar Date or have their rights with respect to such Administrative Claims forever waived and released; provided that this provision shall not apply to any Ally Contract Claims. Executory Contracts and ~~unexpired leases~~Unexpired Leases entered into after the Petition Date by any Debtor will vest in the Liquidating Trust. Accordingly, the Liquidating Trust shall be deemed a successor in interest to the Debtors under, and a beneficiary of, such contracts and unexpired leases, and any rights, obligations and benefits thereunder shall be transferred to the Liquidating Trust.

D. Pre-existing Obligations to the Debtors Under Executory Contracts and Unexpired Leases

Rejection of any Executory Contract or Unexpired Lease pursuant to this Plan or otherwise shall not constitute a termination of pre-existing obligations owed to the Debtors under such Executory Contract or Unexpired Lease. Notwithstanding any applicable non-bankruptcy law to the contrary, the Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a non-Debtor party to provide, warranties, indemnifications or continued maintenance obligations on goods previously purchased, or services previously received, by the contracting Debtors from non-Debtor parties to rejected Executory Contracts or Unexpired Leases, and any such rights shall vest in the Liquidating Trust as of the Effective Date.

E. Nonoccurrence of Effective Date

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any consensual request, pursuant to Bankruptcy Code section 365(d)(4), to extend the deadline for assuming or rejecting Executory Contracts and Unexpired Leases.

F. No Change in Control

The consummation of the Plan or the assumption of any Executory Contract or Unexpired Lease is not intended to, and shall not, constitute a change in ownership or change in control under any employee benefit plan or program, financial instrument, loan or financing agreement, Executory Contract or Unexpired Lease or contract, lease or agreement in existence on the Effective Date to which a Debtor is a party.

ARTICLE VI.

THE LIQUIDATING TRUST

A. Generally; Creation and Conversion

The powers, authority, responsibilities, and duties of the Liquidating Trust are set forth in and will be governed by the Liquidating Trust Agreement, the form of which shall be included in the Plan Supplement. The Liquidating Trust shall be a representative of the Estates pursuant to section 1123(b)(3)(B).

A predecessor to the Liquidating Trust was initially formed pursuant to a Declaration of Trust as a common law trust under the laws of the State of Delaware. On or prior to the Effective Date, the Delaware Trustee will file a Certificate of Conversion and a Certificate of Trust in accordance with the Delaware Statutory Trust Act to convert the initial trust to a Delaware statutory trust that will constitute the Liquidating Trust under the Plan.

B. Purpose of the Liquidating Trust

The Liquidating Trust shall be 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 described in this Plan and set forth in the Liquidating Trust Agreement. The Liquidating Trust, acting through the Liquidating Trust Board, Liquidating Trust Management, and their agents, shall wind down the affairs of the Debtors and perform the assumed obligations under the DOJ/AG Settlement, Consent Order, and Order of Assessment in accordance with the terms of the Plan.

C. Transfer of Assets to the Liquidating Trust

On the Effective Date, the Debtors are authorized and directed to transfer, grant, assign, convey, set over, and deliver to the Liquidating Trustee, for the benefit of the Liquidating Trust, in the form thereof existing on such date, all of the Debtors' and Estates' right, title and interest in and to the Available Assets 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.

Notwithstanding the foregoing, (i) if on the Effective Date, any of the Available Assets cannot be transferred to the Liquidating Trust ~~for any reason~~ or it is deemed impractical or inadvisable to do so, as determined by the Liquidating Trust Manager, the Debtors shall continue to hold such Available Assets, as bailee for the account of the Liquidating Trust, until such time as the Liquidating Trust may receive such Available Assets (and any proceeds of such assets retained by the Debtors shall constitute Available Assets) and (ii) subject to the entry of the Kessler Settlement Approval Order, the GM Insurance Rights to be assigned to the Kessler Settlement Class or any other GM Insurance Rights that are assigned to any other Creditor pursuant to order of the Bankruptcy Court prior to or at Confirmation, shall be excluded from the Available Assets assigned to the Liquidating Trust.

The Debtors and 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 the Available Assets to the Liquidating Trust and consummate transactions contemplated by and to otherwise carry out the intent of the Plan. Upon the transfer of the 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 Liquidating Trust Assets or the Liquidating Trust.

D. Liquidating Trust ~~Administrative Reserve~~ Expenses Set Aside and Administrative, Priority, Secured and Convenience Distribution Reserve

The Liquidating Trust ~~Administrative Reserve~~ Expenses Set Aside shall be established on the Effective Date for the purpose of maintaining Cash from time to time necessary, subject to the Liquidating Trust Budget, to satisfy reasonable costs and expenses of the Liquidating Trust and other obligations incurred or reasonably anticipated by the Liquidating Trust in accordance with the Plan Documents, including, without limitation, fees and costs incurred in connection with (i) the implementation of the Plan, including to the extent not paid on the Effective Date, funds for making the payments provided in Article VII.B, (ii) the liquidation of the Liquidating Trust Assets, (iii) the resolution of Disputed Claims, and other Causes of Action, (iv) the winding down of the Estate and affairs of the Debtors, (v) the costs of performing under the DOJ/AG Settlement, (vi) the reserves for potential liabilities and (vii) compensation for the Liquidating Trust Board, Liquidating Trust Management, and the employees, professionals, advisors and other agents of the Liquidating Trust. In its discretion, the Liquidating Trust Board may reserve non-Cash assets in satisfaction of the aforesaid set-aside requirements, which non-Cash assets may be monetized from time to time and the Cash so realized included in the Liquidating Trust Expenses Set Aside, 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. Any Cash released from the Liquidating Trust ~~Administrative Reserve~~ Expenses Set Aside shall be available for distribution to the Unitholders, and any other assets released from the Liquidating Trust Expenses Set Aside shall become general, unrestricted assets of the Liquidating Trust.

The Administrative, Priority, Secured and Convenience Distribution Reserve shall be established on the Effective Date for the purpose of maintaining Cash from time to time necessary to satisfy (i) Administrative Claims, Priority Tax Claims, Other Priority Claims, Other Secured Claims and Junior Secured Notes Claims that are (a) Allowed as of the Effective Date but that cannot be paid on or promptly following the Effective Date, or (b) Disputed Claims as of the Effective Date but that may become Allowed after the Effective Date, ~~and~~ (ii) Professional Claims that are Allowed or that may become Allowed on or after the Effective Date, and (iii) General Unsecured Convenience Claims that are Allowed or that may become Allowed on or after the Effective Date. In its discretion, the Liquidating Trust Board may reserve non-Cash assets in satisfaction of the aforesaid reserve requirements, which non-Cash assets may be monetized from time to time by the Administrative, Priority, Secured and Convenience

Distribution Reserve, 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. Any Cash released from the Administrative, Priority, Secured and Convenience Distribution Reserve shall be available for distribution to the Unitholders, and any other assets released from the Administrative, Priority, Secured and Convenience Distribution Reserve shall become general, unrestricted assets of the Liquidating Trust.

E. Liquidating Trust Governance

The affairs of the Liquidating Trust shall be managed by, or under the direction of, the Liquidating Trust Board, which shall consist of five (5) Liquidating Trustees, one of whom shall be selected by each of (i) MBIA, (ii) FGIC, (iii) the RMBS Trustees that are members of the Creditors' Committee, the Steering Committee Consenting Claimants and the Talcott Franklin Consenting Claimants, jointly, (iv) Paulson, and (v) the holders of Private Securities Claims, and such other Liquidating Trustees as agreed to by the Plan Proponents and the Consenting Claimants. The Liquidating Trust Board shall be authorized and empowered to undertake, acting through the management and agents of the Liquidating Trust, actions on behalf of the Liquidating Trust, including without limitation (i) to hold, manage, dispose and convert to Cash, the Liquidating Trust Assets, (ii) to maintain the Liquidating Trust ~~Administrative Reserve~~ Expenses Set Aside, the Disputed Claims Reserve, and the Administrative, Priority, Secured and Convenience Distribution Reserve, (iii) to appoint and supervise management and agents of the Trust and (iv) to prepare and review periodic financial reports of the Liquidating Trust.

The Liquidating Trust Board shall elect a Liquidating Trustee to act as the Chairman of the Liquidating Trust Board and may designate one or more committees of the Liquidating Trust Board. The Liquidating Trust Board shall appoint officers or other representative agents of the Liquidating Trust, including a Liquidating Trust manager and a secretary, to serve as the Liquidating Trust Management and carry out the purpose of the Liquidating Trust. The Liquidating Trust Management shall be authorized to hire employees and engage advisors and other professionals, subject to any limitations imposed by the Liquidating Trust Board.

F. Financial Statements/Reporting

The Liquidating Trust will provide or make available certain financial and other information, including annual and quarterly financial statements, and will also provide other information to the extent required to make the Units freely tradable in accordance with applicable securities laws.

G. Tax Treatment

1. *In General*

For all U.S. 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:

~~a)-(a)~~ 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 VII.B of the Plan or that are allocable to Disputed Claims (based on such Claims' Pro Rata Share of such Liquidating Trust Assets), followed by

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

Accordingly, those holders of Allowed Unsecured Claims receiving Units shall be treated for U.S. federal income tax purposes as the grantors and owners of their respective share of the Liquidating Trust Assets (other than such Liquidating Trust Assets that will be distributed pursuant to Article VII.B of the Plan or that are allocable to Disputed Claims). The foregoing treatment shall also apply, to the extent permitted by applicable law, for state and local income tax purposes.

2. Tax Reporting.

(a) The Liquidating Trust shall file returns treating the Liquidating Trust as a grantor trust pursuant to Treasury Regulation section 1.671-4(a) and in accordance with this Article VI.G. The Liquidating Trust also shall annually send or otherwise make available to each holder of Units 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 U.S. federal income tax returns or to forward the appropriate information to their respective beneficial holders with instructions to report such items on their U.S. federal income tax returns. The Liquidating Trust Board 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.

(b) As soon as possible after the Effective Date, the Liquidating Trust shall make a good-faith valuation of the Liquidating Trust Assets, and such valuation shall be made available from time to time, to the extent relevant, and shall be used consistently by all parties (including, without limitation, the Debtors, the Liquidating Trust, the holders of Allowed Unsecured Claims, and the Unitholders) for all U.S. federal income tax purposes.

(c) Allocation of Liquidating Trust taxable income and loss among the Unitholders (other than taxable income and loss allocable to the Disputed Claims Reserve) shall be made pro rata to the Unitholders.

(d) The Liquidating Trust shall (A) treat the Disputed Claims Reserve and 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 shall be responsible for payment, out of the Liquidating Trust Assets, 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 Claims of Liquidating Trust Unit Beneficiaries in the Disputed Claims Reserve is insufficient to pay the portion of any such taxes attributable to the taxable income arising from the assets allocable to, or retained on account of, such Disputed Claims, such taxes shall be (i) reimbursed from any subsequent Cash amounts retained on account of such Disputed Claims or (ii) to the extent such Disputed Claims subsequently have been resolved, deducted from any amounts otherwise distributable as a result of the resolution of such Disputed Claims.

(f) 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.

H. Duration

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 available for distribution pursuant to the Plan, (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 by the Liquidating Trust 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 (3rd) 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).

I. Conflicting Terms To the extent that the terms of the Plan with respect to the Liquidating Trust are inconsistent with the terms set forth in the Liquidating Trust Agreement, then the terms of the Liquidating Trust Agreement shall govern.

J. Exculpation; Indemnification; Insurance

The Liquidating Trust Agreement shall provide for the following with respect to exculpation, indemnification, and insurance:

1. None of the Delaware Trustee, the Liquidating Trustees, the Liquidating Trust Management or Liquidating Trust Agents, 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, no 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.

2. 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 Unit Beneficiaries, in connection with the affairs of the Liquidating Trust to the fullest extent provided under section 3803 of the Delaware Statutory 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.

3. The Liquidating Trust Board, the Delaware Trustee, the Liquidating Trust Management and their respective affiliates, and their respective officers, directors, partners, members, managers and employees shall be indemnified to the fullest extent permitted by law by the Liquidating Trust against all liabilities arising out of the creation, operation or termination of the Liquidating Trust, including actions taken or omitted in fulfillment of their duties with respect to the Liquidating Trust, except for those acts that are determined by Final Order to have arisen out of their own willful misconduct, gross negligence, or bad faith.

4. The Liquidating Trust will maintain customary insurance coverage for the protection of the Liquidating Trustees, the Delaware Trustee and the Liquidating Trust Management from and after the Effective Date.

ARTICLE VII.

PROVISIONS GOVERNING ISSUANCE OF UNITS AND OTHER DISTRIBUTIONS

A. Applicability

The provisions of this Article VII shall govern distributions to the extent not otherwise provided for in the Plan or in any indenture, trust agreement or plan of allocation recognized under the Plan. To the extent the provisions of any such indenture, trust agreement or plan of allocation address specific matters set forth in this Article VII, the provision of such indenture, trust agreement or plan of allocation shall govern.

B. Cash Distributions

1. *Administrative, Priority, Secured and General Unsecured Convenience Claims.* ~~On the Effective Date, the Liquidating Trust shall fund the Professional Fee Escrow Account.~~ On or as soon as practicable after the Effective Date, if the Debtors shall not otherwise have done so, the Liquidating Trust, in its capacity as Disbursing Agent, shall make Cash distributions to holders of Allowed Administrative Claims, Allowed Priority Tax Claims, Allowed Other Priority Claims, Allowed Other Secured Claims, Junior Secured Notes Claims, Allowed ETS Unsecured Claims and Allowed General Unsecured Convenience Claims.

2. *Borrower Claims Trust.* On the Effective Date, the Debtors shall transfer the Borrower-Related Causes of Action to the Borrower Claims Trust. On or as soon as practicable after the Effective Date, if the Debtors shall not otherwise have done so, the Liquidating Trust, in its capacity as Disbursing Agent, shall fund the Borrower Claims Trust with \$57.6 million in Cash, subject to the Borrower Trust True-Up, and shall also make a one-time cash payment to the Borrower Claims Trust on the Effective Date in the amount set forth in the Borrower Claims Trust Agreement, which amount represents the amount of the administrative fees and expenses of the Borrower Claims Trust to be funded by the Liquidating Trust. Distributions to holders of Borrower Claims will be made in accordance with methodology, criteria and procedures established in the Borrower Claims Trust Agreement.

3. *NJ Carpenters Claims Settlement.* Assuming the NJ Carpenters Approval, if the Debtors shall not otherwise have done so, the Liquidating Trust, in its capacity as Disbursing Agent, shall fund the NJ Carpenters Claims Distribution with Cash within ten (10) business days of the Effective Date. Distributions to holders of NJ Carpenters Claims will be made in accordance with the methodology, criteria and procedures established in the NJ Carpenters Plan of Allocation.

C. Initial Issuance of Units and Distributions in Respect of Units by the Liquidating Trust

On the Initial Unit Distribution Date, the Liquidating Trust shall issue Units to the RMBS Claims Trust, the Private Securities Claims Trust, the Disputed Claims Reserve, and the holders of Allowed Unsecured Claims (other than RMBS Trust Claims and ETS Unsecured Claims), in each case, as of the Initial Unit Distribution Record Date, in accordance with the terms of the Plan, including the RMBS Trust Allocation Protocol.

Units shall entitle the holder thereof to receive a Pro Rata Unit Share of the distributions of Distributable Cash paid by the Liquidating Trust, when and as such distributions are made. Prior to making any distributions on the Units, the Liquidating Trust will (i) fund ~~the Professional Fee Escrow Account with the Professional Fee Reserve Amount,~~ the Borrower Claims Trust with the Borrower Claims Trust Assets, and the NJ Carpenters Claims Distribution, and (ii) pay, or adequately reserve for the payment in full of, all Allowed Administrative Claims, Allowed Priority Tax Claims, Allowed Other Priority Claims, Allowed Other Secured Claims, and Allowed Junior Secured Notes Claims, and General Unsecured Convenience Claims, including funding the Administrative, Priority, Secured and Convenience Distribution Reserve. Distributions on account of Disputed Claims shall be made in accordance with Article VIII.D. of the Plan.

Units will be issued in global certificate form only and registered to DTC, with interests in the certificate being held through DTC participants, for so long as the Units are eligible to be held through DTC. Liquidating Trust Unit Beneficiaries must follow specified procedures to designate a direct or indirect DTC participant to receive their Units. The Units shall be freely negotiable and transferrable, subject to restrictions under applicable securities laws. The Units shall not be listed on any national security exchange or interdealer quotation system, and the Liquidating Trust shall not take any action to promote or facilitate a trading market in the Units.

On each Distribution Date, pursuant to the Liquidating Trust Agreement, the Liquidating Trust (i) shall distribute to each Unitholder, on account of its Units, an amount equal to its

respective Pro Rata Unit Share of the Distributable Cash, and (ii) shall deposit into the Disputed Claims Reserve the Pro Rata Unit Share of the Distributable Cash allocable to the Units held in the Disputed Claims Reserve. The initial distribution of Distributable Cash to the Unitholders shall be made by the Liquidating Trust on an initial Distribution Date as soon as practicable after the Effective Date. Subsequent Distribution Dates shall be determined by the Liquidating Trust Board from time to time, but shall occur no less frequently than at intervals provided in the Liquidating Trust Agreement, provided that the Liquidating Trust shall not be required to make a distribution if the aggregate Distributable Cash at the time would make the distribution impracticable, as determined by the Liquidating Trust Board.

Holders of Units shall not be entitled to interest on Cash distributions made in respect of such Units, regardless of when such distributions are made.

D. Fractional Units

No fractional Units shall be issued or distributed under the Plan. The actual distribution of Units shall be rounded to the next higher or lower whole number as follows: (i) fractions less than one-half ($\frac{1}{2}$) shall be rounded to the next lower whole number and (ii) fractions equal to or greater than one-half ($\frac{1}{2}$) shall be rounded to the next higher whole number. The total amount of Units to be distributed hereunder 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. Timing and Calculation of Amounts to be Distributed

1. Distributions on Account of Claims Allowed as of the Effective Date

Except as otherwise provided in the Plan, on the Effective Date or as soon as practicable thereafter, each holder of an Allowed Claim against the Debtors as of the Effective Date shall receive the full amount of the distributions that the Plan provides for Allowed Claims in the applicable Class. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

2. Distributions on Account of Claims Allowed After the Effective Date

If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made to the extent such Claims are Allowed in accordance with the provisions set forth in Article VIII with respect to dispute resolution. Except as otherwise provided in the Plan, a Final Order, or as agreed to by the relevant parties, distributions under the Plan on account of Disputed Claims that become Allowed after the Effective Date shall be made as soon as practicable after the Disputed Claim becomes an Allowed Claim.

Except as otherwise provided in the Plan, holders of Claims shall not be entitled to interest on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date.

F. Disbursing Agent

1. Generally

All distributions under the Plan shall be made by the Liquidating Trust, as Disbursing Agent, or by such other Person designated by the Liquidating Trust to act as a Disbursing Agent. Except as otherwise ordered by the Bankruptcy Court, a Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties.

2. Rights and Powers of the Disbursing Agent

The Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, securities, instruments, and other documents necessary to perform its duties under the Plan; (b) make all distributions contemplated by the Plan; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions of the Plan.

3. Expenses Incurred On or After the Effective Date

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by a Person designated by the Liquidating Trust as Disbursing Agent on or after the Effective Date (including taxes) and any reasonable compensation and expense reimbursement claims (including reasonable attorney fees and expenses) made by the Disbursing Agent shall be paid in Cash by the Liquidating Trust from the Liquidating Trust ~~Administrative Reserve~~ Expenses Set Aside.

G. Delivery of Distributions and Undeliverable or Unclaimed Distributions

1. Delivery of Distributions

If a Creditor holds more than one Allowed Claim in any one Class, all Allowed Claims of the Creditor in a single Class will be aggregated into one Allowed Claim and one distribution will be made with respect to the aggregated Allowed Claim.

Distributions under this Plan to holders of Junior Secured Notes Claims shall be made to the Junior Secured Notes Indenture Trustee, which, subject to the right of the Junior Secured Notes Indenture Trustee to assert its Junior Secured Notes Indenture Trustee Charging Lien against such distributions, shall transmit such distributions to the holders of such Junior Secured Notes Claims as provided in the Junior Secured Notes Indenture. Notwithstanding any provision contained in this Plan to the contrary, the distribution provisions contained in the Junior Secured Notes Indenture shall continue in effect to the extent necessary to authorize the Junior Secured Notes Indenture Trustee to receive and make distributions to the Junior Secured Noteholders on account of the Junior Secured Notes Claims and shall terminate completely upon completion of all such distributions. Notwithstanding anything to the contrary in this Plan, the Junior Secured Notes may continue to trade until the Junior Secured Notes Distribution Record Date. As of the close of business on the Junior Secured Notes Distribution Record Date, (i) the transfer books

and records of the Junior Secured Notes as maintained by the Junior Secured Notes Indenture Trustee or its agent shall be closed, and (ii) any transfer of any Junior Secured Notes, Junior Secured Notes Claims or any interest therein shall be prohibited. The Debtors, the Liquidating Trust and the Junior Secured Notes Indenture Trustee shall have no obligation to recognize any transfer of any Junior Secured Notes, Junior Secured Notes Claims or any interest therein occurring after the close of business on the Junior Secured Notes Distribution Records Date, and shall instead be entitled to recognize and deal for all purposes under this Plan with only those holders of records as of the close of business on the Junior Secured Notes Distribution Record Date. The Junior Secured Notes Indenture Trustee may assert its rights under the Junior Secured Notes Indenture Trustee Charging Lien, including for the payment of any and all accrued Junior Secured Notes Indenture Trustee Fees and Junior Secured Notes Collateral Agent Fees and Expenses. The Junior Secured Notes Indenture Trustee may withhold distribution of any Cash it receives on account of the Junior Secured Notes Claim until such time as it determines that it has received sufficient payments to satisfy all accrued and reasonably expected Junior Secured Notes Indenture Trustee Fees and Junior Secured Notes Collateral Agent Fees and Expenses, and such payments shall be made in accordance with the requirements of the Junior Secured Notes Indenture and the Junior Secured Notes Security Agreement, as applicable.

Distributions under the Plan to Senior Unsecured Noteholders shall be made to the Senior Unsecured Notes Indenture Trustee for the benefit of the Senior Unsecured Noteholders and shall be deemed completed when made to the Senior Unsecured Notes Indenture Trustee. On the Effective Date, and subject to the provisions in paragraph IV.K, the Senior Unsecured Notes, the Senior Unsecured Notes Indenture and all other related documents will be deemed cancelled except as set forth herein. Notwithstanding the foregoing, the Senior Unsecured Notes may continue to trade until the Senior Unsecured Notes Indenture Trustee makes distributions of Units it has received to the Senior Unsecured Noteholders. The Senior Unsecured Notes Indenture Trustee may (a) assert its rights under the Senior Unsecured Notes Indenture Trustee Charging Lien, including for the payment of any and all accrued Senior Unsecured Note Indenture Trustee Fees and Expenses and (b) establish the Senior Unsecured Notes Indenture Trustee Reserve on any distribution of Units or Cash. The Senior Unsecured Notes Indenture Trustee may withhold distribution of the Units and any Cash it receives on account of such Units, until such time as it determines that it has received sufficient payment to satisfy the accrued Senior Unsecured Note Indenture Trustee Fees and Expenses and to fund the Senior Unsecured Notes Indenture Trustee Reserve. At such time, the Senior Unsecured Notes Indenture Trustee shall distribute such Units and any remaining Cash it has received on account of such Units to the Registered Holders of the Senior Unsecured Notes, which distributions shall satisfy the Senior Unsecured Notes Indenture Trustee's obligations hereunder. The Senior Notes Indenture Trustee shall be reimbursed by the Liquidating Trustee as a Disbursing Agent in accordance with the Plan. Notwithstanding the foregoing, in the event that the Units are not registered with DTC, the Senior Unsecured Notes Indenture Trustee shall not bear any responsibility for the distribution of the Units to the Senior Unsecured Noteholders and such distributions will be effected by the Disbursing Agent. Upon release by the Senior Unsecured Notes Indenture Trustee of any funds remaining in the Senior Unsecured Notes Indenture Trustee Reserve, such funds shall be delivered to the Senior Unsecured Noteholders.

Subject to the NJ Carpenters Approval, the distributions under the Plan to holders of NJ Carpenters Claims shall be made and deemed completed when made to the lead plaintiff in the

NJ Carpenters Class Action or as the District Court may otherwise order. The RMBS Claims Trust Trustee shall be empowered to make distributions to holders of Recognized RMBS Claims, and any distributions to holders of Recognized RMBS Claims, and any distributions to the RMBS Claims Trust for the benefit of holders of Recognized RMBS Claims by the Liquidating Trust, shall be deemed completed upon the funding of the RMBS Claims Trust. The Borrower Claims Trustee shall be empowered to make distributions to holders of Allowed Borrower Claims, and any distributions to or for the benefit of holders of Allowed Borrower Claims by the Debtors or Liquidating Trust shall be deemed completed upon the funding of the Borrower Claims Trust. The Private Securities Claims Trustee shall be empowered to make distributions to holders of Allowed Private Securities Claims, and distributions to holders of Allowed Private Securities Claims shall be deemed completed upon the issuance of the Private Securities Claims Trust Unit Distribution to the Private Securities Claims Trust.

2. Distributions to Holders of Disputed Claims

Except as otherwise provided in the Plan or agreed to by the relevant parties: (a) no partial payments and no partial distributions shall be made with respect to a Disputed Claim until all such disputes in connection with such Disputed Claim have been resolved by settlement or Final Order and (b) any Entity that holds both an Allowed Claim and a Disputed Claim shall not receive any distribution on the Allowed Claim unless and until all objections to the Disputed Claim have been resolved by settlement or Final Order or the Claims have been Allowed or expunged. Any distributions arising from property distributed to holders of Allowed Claims in a Class and made to such holders under the Plan shall be made also, in the applicable amounts, to any holder of a Disputed Claim in such Class that becomes an Allowed Claim after the date or dates that such distributions were earlier made to holders of Allowed Claims in such Class.

3. Surrender of Junior Secured Notes and Senior Unsecured Notes

a. Junior Secured Notes. On the Effective Date, or as soon as reasonably practicable thereafter, the Junior Secured Notes Indenture Trustee, with the cooperation of the Debtors or the Liquidating Trust, as applicable, shall direct DTC and any other applicable securities depository to surrender the Junior Secured Notes to the Junior Secured Notes Indenture Trustee. All distributions by the Junior Secured Notes Indenture Trustee to Registered Holders of Junior Secured Notes Claims shall only be made to such holder after (i) the surrender by each such holder of the debt securities representing such Junior Secured Notes Claim or appropriate instructions from the applicable securities depository have been received by the Junior Secured Notes Indenture Trustee; or (ii) the loss, theft, mutilation, or destruction of such debt securities has been established to the reasonable satisfaction of the Junior Secured Notes Indenture Trustee, which satisfaction may require such Registered Holder to submit a lost instrument affidavit and an indemnity bond holding the Debtors, the Liquidating Trust, and the Junior Secured Notes Indenture Trustee harmless in respect of such debt securities and distributions made in respect thereof. Each Registered Holder shall be deemed to have surrendered such debt securities as of the date it has complied with the foregoing conditions. Upon surrender of such debt securities, the Junior Secured Notes Indenture Trustee shall cancel and destroy such debt securities. As soon as practicable after the surrender date, the Junior Secured Notes Indenture Trustee shall distribute to the holder thereof such holder's pro rata share of the distribution, but subject to the rights of the Junior Secured Notes Indenture Trustee to assert its Junior Secured Notes Indenture

Trustee Charging Lien against such distribution. Any Registered Holder that fails to surrender such debt securities or, if applicable, satisfactorily explain the loss, theft, or destruction of such debt securities to the Junior Secured Notes Indenture Trustee within one (1) year of the Effective Date shall be deemed to have no further Claim against the Debtors, the Liquidating Trust, or the Junior Secured Notes Indenture Trustee in respect of such Claim and shall not be entitled to receive any distribution under the Plan. All property in respect of such forfeited distributions, including interest thereon, shall, subject to the Junior Secured Notes Indenture Trustee Charging Lien, be promptly returned to the Liquidating Trust by the Junior Secured Notes Indenture Trustee and any such debt securities shall be cancelled.

b. Senior Unsecured Notes. On the Effective Date, or as soon as reasonably practicable thereafter, the Senior Unsecured Notes Indenture Trustee, with the cooperation of the Debtors or the Liquidating Trust, as applicable, shall advise DTC and any other applicable securities depository of the occurrence of such Effective Date and the cancellation of the Debtors obligations with respect to the Senior Unsecured Notes, but not to terminate the CUSIP or ISIN numbers of the Senior Unsecured Notes. At such time as the Senior Unsecured Notes Indenture Trustee is prepared to release the Units it received on account of the Senior Unsecured Notes Claims, it may request that such depositories surrender the Senior Unsecured Notes, if deemed appropriate, or with the cooperation of the Debtors or the Liquidating Trust, issue such other instructions to DTC and any other securities depository, as appropriate to effectuate the distributions contemplated under the Plan; provided, however, that nothing herein shall contravene the effectiveness of the Senior Unsecured Notes as set out in Article IV.K. No distributions under the Plan shall be made for or on behalf of a Registered Holder unless and until (i) such debt securities have been received by the applicable Indenture Trustee or other appropriate instructions have been issued or received by the applicable Indenture Trustee; or (ii) the loss, theft, or destruction of such debt securities has been established to the reasonable satisfaction of the Senior Unsecured Notes Indenture Trustee, which satisfaction may require such Registered Holder to submit a lost instrument affidavit and an indemnity bond holding the Debtors, the Liquidating Trust, and the Senior Unsecured Notes Indenture Trustee harmless in respect of such debt securities and any distributions to be made in respect thereof. Each Registered Holder shall be deemed to have surrendered such debt securities as of the date it has complied with the foregoing conditions. On such surrender or deemed surrender date, the Senior Unsecured Noteholders shall be entitled to receive distributions pursuant to the Plan. If required by the Senior Unsecured Notes Indenture Trustee, any Registered Holder that fails to surrender such debt securities or, if applicable, satisfactorily explain the loss, theft, or destruction of such debt securities to the Senior Unsecured Notes Indenture Trustee within one (1) year of the Effective Date shall be deemed to have no further Claim against the Debtors, the Liquidating Trust, or the Senior Unsecured Notes Indenture Trustee in respect of such Claim and shall not be entitled to receive any distribution under the Plan. All property in respect of such forfeited distributions, including interest thereon, shall be promptly returned to the Liquidating Trust by such Indenture Trustee and any such debt securities shall be cancelled.

4. Minimum Distributions; Foreign Exchange Rate; and Other Distribution 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 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 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 pursuant to the Plan 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.

Except as otherwise provided in the Plan or a Bankruptcy Court order, as of the Effective Date, any Claim asserted in currency other than United States dollars shall be automatically deemed converted to the equivalent United States dollar value using the exchange rate as of the Petition Date as quoted at 4:00 p.m. (EDT), mid-range spot rate of exchange for the applicable currency as published in The Wall Street Journal, National Edition, on the Petition Date.

5. Undeliverable Distributions and Unclaimed Property

In the event that any distribution to a holder of an Allowed Claim is returned as undeliverable, no distribution to such holder shall be made unless and until the Disbursing Agent has determined the then current address of such holder, at which time such distribution shall be made to such holder without interest; provided, however, that such distributions shall be deemed unclaimed property under Bankruptcy Code section 347(b) at the expiration of six (6) months from the applicable date of distribution. After such date, all unclaimed property or interests in property shall revert to the Liquidating Trust (notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any holder to such property or interest in property shall be released, settled, compromised, and forever barred.

H. Compliance with Tax Requirements

In connection with the Plan, to the extent applicable, the Disbursing Agent shall comply with all tax withholding and reporting requirements imposed upon it by any Governmental Unit, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding the above, each holder of an Allowed Claim that is to receive a distribution under the Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any taxes imposed on such holder by any Governmental Unit, including income, withholding and other tax obligations, on account of such distribution. The Disbursing Agent has the right, but not the obligation, not to make a distribution until such holder has made arrangements satisfactory to the Disbursing Agent for payment of any such withholding tax obligations and, if the Disbursing Agent fails to withhold with respect to any such holder's distribution, and is later held liable for the amount of such withholding, the holder shall reimburse the Disbursing Agent. Notwithstanding any provision in the Plan to the contrary, the Disbursing Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms it believes are reasonable and appropriate.

The Disbursing Agent may require, as a condition to the receipt of a distribution, that the holder complete the appropriate Form W-8 or Form W-9, as applicable to each holder. If the holder fails to comply with such a request within six months, such distribution shall be deemed an unclaimed distribution. Finally, the Disbursing Agent reserves the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, Liens, and encumbrances.

I. Allocations

Distributions in respect of Allowed Claims shall be allocated first to the principal amount (as determined for federal income tax purposes) of such Claims, and then, to the extent the consideration exceeds the principal amount of such Claims, to any portion of such Claims for accrued but unpaid interest, provided, however, that distributions on the RMBS Trust Claims shall be allocated pursuant to the RMBS Trust Allocation Protocol described in Article IV herein.

J. Setoffs and Recoupment

The Liquidating Trust may, but shall not be required to, setoff against or recoup from any Claims of any nature whatsoever that it may have against the claimant, including any Causes of Action transferred to the Liquidating Trust by the Debtors, but neither the failure to do so nor the Allowance of any Claim shall constitute a waiver or release by the Debtors or the Liquidating Trust of any such Claim it may have against the holder of such Claim.

Before the Liquidating Trust can set-off or recoup against the distribution to be made on account of an Allowed Claim, the holder of the Claim shall be served with written notice of the proposed setoff or recoupment at least thirty (30) days prior to the Liquidating Trust exercising any asserted setoff or recoupment right, and, if such claimant serves a written objection to such asserted setoff or recoupment on or before thirty (30) days of receipt of such written notice, (i) the objection shall be deemed to initiate a contested matter governed by, inter alia, Bankruptcy Rule 9014 and Local Bankruptcy Rules 9014-1 and 9014-2, (ii) nothing herein shall affect the respective burden of each party in connection with such contested matter, and (iii) the Liquidating Trust shall not proceed with the asserted setoff or recoupment absent the withdrawal of such objection or the entry of a Final Order overruling such objection.

K. Claims Paid or Payable by Third Parties

1. Claims Paid by Third Parties

Except as otherwise provided herein, including with respect to the Ally Contract Claims, the Debtors, on or prior to the Effective Date, or the Liquidating Trust, after the Effective Date, shall reduce a Claim, and such Claim shall be disallowed without a Claims objection having to be Filed and without any further notice, action, order, or approval of the Bankruptcy Court, to the extent that the holder of such Claim receives payment on account of such Claim from a party that is not a Debtor, the Liquidating Trust, or other party making distributions on account of the Claim pursuant to the Plan.

2. Claims Payable by Insurers

(a) Distributions. Except as otherwise provided herein, including with respect to the rights of (i) the Kessler Settlement Class and (ii) other creditors who have entered into a settlement agreement with the Debtors prior to the Effective Date, in and to the GM Insurance Rights as provided herein and in the Kessler Settlement Agreement, and the Ally Contract Claims:

- (i) No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies, excluding the GM Policies, until the holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy; and
- (ii) to the extent that one or more of the Debtors' insurers agrees to satisfy in full a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' payment, such Claim may be expunged without an objection to such Claim having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

~~Except as otherwise provided herein, including with respect to the rights of (i) the Kessler Settlement Class and (ii) other creditors who have entered into a settlement agreement with the Debtors prior to the Effective Date, in and to the GM Insurance Rights as provided herein and in the Kessler Settlement Agreement, and the Ally Contract Claims (a) no distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies, excluding the GM Policies, until the holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy and (b) to the extent that one or more of the Debtors' insurers agrees to satisfy in full a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' payment, such Claim may be expunged without an objection to such Claim having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, provided, that if a Debtor or the Liquidating Trust believes a holder of an Allowed Claim has recourse to an insurance policy and intends to withhold a distribution pursuant to this Article VII.K, the Debtor, prior to the Effective Date, or Liquidating Trust, following the Effective Date, shall provide written notice to such holder as to what the Debtor or Liquidating Trust believes to be the nature and scope of applicable insurance coverage. Except as otherwise provided in the Plan, nothing contained in the Plan shall constitute or be deemed a waiver of~~

(b) Insurance Neutrality. Except as set forth below in VII.K.2.(e), nothing contained in this Plan, in the Disclosure Statement, in the Liquidating Trust Agreement, or in the Borrower Claims Trust Agreement (including addendums, exhibits, schedules, or supplements to the Plan, Disclosure Statement, Liquidating Trust Agreement, or Borrower Claims Trust Agreement, and including any provision that purports to be preemptory or supervening), shall in any way operate to, or have the effect of, impairing, altering, supplementing, changing, expanding, decreasing, or modifying the rights under the GM Policies of any of those insurers that issued the GM Policies (the "GM Insurers"). Except as set forth below in VII.K.2.(e), for all

issues of insurance coverage or otherwise, the provisions, terms, and conditions of the GM Policies, as construed under applicable non-bankruptcy law, shall control.

(c) *Preservation of Insurance-Related Causes of Action.* Nothing contained in this Plan, in the Disclosure Statement, in the Liquidating Trust Agreement, or in the Borrower Claims Trust Agreement (including addendums, exhibits, schedules, or supplements to the Plan, Disclosure Statement, Liquidating Trust Agreement, or Borrower Claims Trust Agreement, and including any provision that purports to be preemptory or supervening), shall in any way operate to, or have the effect of, impairing, reducing, decreasing, or impeding any Cause of Action that the Debtors ~~or the Liquidating Trust~~, the Liquidating Trust, or any Entity may hold against any ~~other Entity, including insurers under any policies of insurance, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any Insurance Defenses~~ insurers under any policies of insurance.

(d) *Settlement Insurance Policies.* Nothing contained in this Article VII of the Plan shall impair, reduce, decrease, or impede Ally's rights under the Plan to recover from the Settlement Insurance Policies or any of its other insurance policies.

(e) *Defenses to Assignment of Rights.* The GM Insurers shall be deemed to have waived any defense to coverage ~~that is based on the assertion that the transfer of the insurance rights in this Plan are invalid, unenforceable or otherwise breach the terms of the GM Policies.~~ For the avoidance of doubt, as set forth in VII.K.2.(b), all other rights and defenses shall remain unaffected by the Plan, the Disclosure Statement, and the Liquidating Trust Agreement, and the Borrower Claims Trust Agreement.

L. Allowed Unsecured Claims for Which More than One Debtor in a Debtor Group Is Jointly and/or Severally Liable

Where a Creditor holds Allowed Unsecured Claims for which more than one Debtor in a Debtor Group is jointly and/or severally liable, such creditor shall only receive one recovery from the Debtor Group on account of such Claim. This provision shall not affect distributions on account of such Creditor's Allowed Claims, if any, against the Debtors in another Debtor Group.

M. Distributions Free and Clear

Except as otherwise provided herein, any distributions under this Plan shall be free and clear of any Liens, Claims, and encumbrances, and no other Entity, including the Debtors, the Liquidating Trust, or the Disbursing Agent shall have any interest (legal, beneficial or otherwise) in property of the Estate distributed pursuant to this Plan, except that (i) distributions on account of Senior Unsecured Note Claims shall remain subject to the Senior Unsecured Notes Indenture Trustee Charging Lien, and (ii) distributions on account of Junior Secured Notes Claims shall remain subject to the Junior Secured Notes Indenture Trustee Charging Lien.

ARTICLE VIII.

PROCEDURES FOR RESOLVING DISPUTED CLAIMS

A. Resolution of Disputed Claims

1. Applicability

The provisions of this Article VIII shall govern the resolution of Disputed Claims to the extent not otherwise provided for in this Plan or in any other trust agreement (such as the RMBS Claims Trust Agreement, the Private Securities Claims Trust Agreement or the Borrower Claims Trust Agreement) or plan of allocation (such as the RMBS Trust Allocation Protocol) approved under this Plan. To the extent the provisions of any such trust agreement or plan of allocation address specifically matters set forth in this Article VIII, the provision of such trust agreement or plan of allocation shall govern.

2. Allowance of Claims

On or after the Effective Date, the Liquidating Trust shall have and shall retain any and all rights and defenses that the Debtors had with respect to any Claim, except with respect to any Claim (i) deemed Allowed as of the Effective Date or (ii) waived, relinquished, exculpated, released, compromised, settled, or Allowed in the Plan or in a Final Order. Except as otherwise provided in the Plan or in any order entered in the Chapter 11 Cases prior to the Effective Date, including the Confirmation Order, no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed (a) under the Plan or the Bankruptcy Code or (b) by Final Order of the Bankruptcy Court, including the Confirmation Order.

3. Prosecution of Objections to Claims

On the Effective Date, the Liquidating Trust will have the exclusive authority to: (a) File, withdraw, or litigate to judgment, objections to Claims or Equity Interests (other than Borrower Claims, Private Securities Claims, and the NJ Carpenters Claims); (b) settle or compromise (or decline to do any of the foregoing) any Disputed Claim (other than Borrower Claims, Private Securities Claims, and NJ Carpenters Claims) or Cause of Action (other than the Borrower-Related Causes of Action) without any further notice to or action, order, or approval by the Bankruptcy Court; and (c) administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court.

4. Claims Estimation

The Plan Proponents, prior to the Effective Date, or the Liquidating Trust or Borrower Claims Trust (to the extent provided for in the Borrower Claims Trust Agreement), as applicable, following the Effective Date, may request that the Bankruptcy Court estimate any disputed, contingent, or unliquidated Claim to the extent permitted by Bankruptcy Code section 502(c) regardless of whether the Plan Proponents (prior to the Effective Date) or the Liquidating Trust or Borrower Claims Trust (following the Effective Date) has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection. Among other things, the Plan

Proponents may request that the Bankruptcy Court estimate the Recognized RMBS Claims in the amounts set out in the RMBS Trust Claims Schedules for the purpose of implementing the RMBS Trust Allocation Protocol. The Bankruptcy Court shall have jurisdiction to estimate any Claim at any time during litigation concerning any objection to such Claim, including during the pendency of any appeal relating to any such objection. Except as set forth below with respect to reconsideration under section 502(j) of the Bankruptcy Code, in the event that the Bankruptcy Court estimates any Disputed Claim, contingent Claim, or unliquidated Claim, that estimated amount shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim for all purposes under this Plan, including for purposes of distributions. If the estimated amount constitutes a maximum limitation on such Claim, the Liquidating Trust or Borrower Claims Trust (to the extent provided for in the Borrower Claims Trust Agreement) may elect to pursue any supplemental proceedings to object to any ultimate distribution on account of such Claim. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such holder has Filed a motion requesting the right to seek such reconsideration on or before twenty-one (21) days after the date on which such Claim is estimated. All of the aforementioned Claims and objection, estimation, and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

5. Expungement or Adjustment of Claims Without Objection

Any Claim that has been paid, satisfied, or superseded may be expunged on the Claims Register by the Debtors' notice and claims agent, and any Claim that has been amended may be adjusted thereon by the Debtors' notice and claims agent, in both cases without a Claims objection having to be Filed and without any further notice to or action, order or approval of the Bankruptcy Court.

6. Deadline to File Claims Objections

Any objections to Claims shall be Filed by no later than the applicable Claims Objection Deadline.

B. Disallowance of Claims

Any Claims held by an Entity from which property is recoverable under Bankruptcy Code sections 542, 543, or 550, or that is a transferee of a transfer avoidable under Bankruptcy Code sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a), shall be deemed disallowed pursuant to Bankruptcy Code section 502(d), and holders of such Claims may not receive any distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Final Order with respect thereto has been entered and all sums due, if any, by that Entity have been turned over or paid by such Entity to the Debtors or the Liquidating Trust.

EXCEPT AS OTHERWISE AGREED BY THE DEBTORS, THE LIQUIDATING TRUST, OR THE BORROWER CLAIMS TRUST, AS APPLICABLE, OR ORDERED BY

THE BANKRUPTCY COURT, ANY AND ALL PROOFS OF CLAIM FILED AFTER THE APPLICABLE BAR DATE SHALL BE DEEMED DISALLOWED, DISCHARGED, RELEASED, AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER, OR APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH CLAIMS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS, UNLESS SUCH LATE PROOF OF CLAIM IS DEEMED TIMELY FILED BY A FINAL ORDER OF THE BANKRUPTCY COURT.

C. Amendments to Claims

On or after the Effective Date, a Claim may not be Filed or amended without prior authorization of the Bankruptcy Court, the Liquidating Trustee, or the Borrower Claims Trustee, as applicable, and any such new or amended Claim Filed without such prior authorization shall be deemed disallowed in full and expunged without any further action.

D. Disputed Claims Reserve

The provisions of this Article VIII.D shall apply to Disputed Claims held by Liquidating Trust Unit Beneficiaries.

To effect distributions to holders of Allowed Unsecured Claims in a timely manner, prior to the Effective Date, the Plan Proponents shall file a motion for an order establishing the Disputed Claims Reserve with respect to unliquidated and/or Disputed Claims. The Disputed Claims Reserve shall be issued a number of Units equal to the amount sufficient to provide the distributions to which holders of Disputed Claims would be entitled under the Plan as of such date as if the Disputed Claims were Allowed Claims either in the amounts of the Claims as filed or in such amounts as estimated in accordance with Article VIII.A.4. The Disputed Claims Reserve shall also hold the Cash distributed with respect to such Units, provided that in its discretion, the Liquidating Trust Board may substitute non-Cash assets for Cash distributed in respect of Units held in the Disputed Claims Reserve, which non-Cash assets may be monetized from time to time by the Disputed Claim Reserve; provided, however, that distributions from the Disputed Claims Reserve shall only be made in Units and Cash; and provided further that in connection with any such substitution 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 distribute Cash in respect of Units that are released from the Disputed Claims Reserve as such Cash distributions are due.

Disputed Claims that become Allowed, in whole or in part, shall be satisfied exclusively out of the Disputed Claims Reserve. The holder of a Disputed Claim that becomes Allowed, in whole or in part, shall receive a number of Units and amount of Cash equal to the number of Units and amount of Cash such holder would have received in accordance with the provisions of the Plan had such Claim been Allowed as of the Initial Unit Distribution Record Date. 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 Claims that have become Allowed and are due to be satisfied with distributions from the Disputed Claims Reserve on any Unit Distribution Date, such Disputed Claims shall be satisfied Pro Rata from the Disputed Claims

Reserve. 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 Claims.

If a Disputed Claim is disallowed, in whole or in part, then on the Unit Distribution Date next following the date of determination of such disallowance, unless the Liquidating Trust Board determines otherwise, there shall be released from the Disputed Claims Reserve, (i) a number of Units equal to the Units that would have been released from the Disputed Claims Reserve to the holder thereof had such Claim been Allowed in the as-filed or estimated amount, as applicable, of such Claim, or disallowed portion thereof if such Claim is disallowed in part, which Units shall be cancelled and retired and (ii) Cash, in the amount of such distribution made to the Disputed Claims Reserve in respect of such Units since the Effective Date, which shall then be unreserved and unrestricted, and which shall be added to the Liquidating Trust ~~Administrative Reserve~~ Expenses Set Aside or available for distribution to the Unitholders, as determined by the Liquidating Trust Board.

If the Liquidating Trust Board at any time determines that it is not necessary to hold in the Disputed Claims Reserve all of the Units and Cash and other assets, if any, contained therein in order to satisfy all Disputed Claims of Liquidating Trust Unit Beneficiaries, the Liquidating Trust Board may, but shall not be required to, cancel such number of Units in the Disputed Claims Reserve as it determines is not required for the satisfaction of Disputed Claims and release from the Disputed Claims Reserve for distribution to Unitholders, or for deposit to the Liquidating Trust's Administrative Reserve, some or all of the Cash previously deposited to the Disputed Claims Reserve in respect of such Units. Any non-Cash assets released from the Disputed Claims Reserve shall become general, unrestricted assets of the Liquidating Trust. At such time as all Disputed Claims of the Liquidating Trust Unit Beneficiaries have been resolved, any remaining Units in the Disputed Claims Reserve shall be cancelled and any remaining Cash in the Disputed Claims Reserve shall be released from the Disputed Claims Reserve for application as aforesaid.

ARTICLE IX.

SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS

A. **Compromise and Settlement of Claims, Equity Interests, and Controversies**

In accordance with section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of all Claims, Interests and controversies relating to the contractual, legal and subordination rights that a holder of a Claim may have with respect to any Allowed Claim or Equity Interest, or any distribution to be made on account of such Allowed Claim or Equity Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates and holders of Claims and Equity Interests and is fair, equitable and reasonable. In accordance with the provisions of the

Plan, pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019(a), without any further notice to or action, order or approval of the Bankruptcy Court, after the Effective Date, the Liquidating Trust may compromise and settle Claims against the Debtors and Causes of Action against other Entities.

B. Release of Liens

Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of any Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall vest in the Liquidating Trust.

C. Releases by the Debtors

Pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, including with respect to the Ally Released Parties, the Ally Contribution provided to the Estates under the Plan and otherwise, on and as of the Effective Date of the Plan, the Debtor Released Parties are deemed released and discharged by the Debtors, the Estates and the Liquidating Trust from any and all Causes of Action whatsoever, whether known or unknown, asserted or unasserted, derivative or direct, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, whether for tort, fraud, contract, violations of federal or state securities laws, or otherwise, including those Causes of Action based on avoidance liability under federal or state laws, veil piercing or alter-ego theories of liability, a theory of debt recharacterization, or equitable subordination liability, arising from or related in any way to the Debtors, including those that any of the Debtors would have been legally entitled to assert against a Debtor Released Party in its own right (whether individually or collectively) or that any holder of a Claim or Equity Interest, the Liquidating Trust, or other Entity would have been legally entitled to assert on behalf of any of those Debtors or any of their Estates, including those in any way related to the Chapter 11 Cases or the Plan to the fullest extent of the law.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by the Debtor Released Parties; (2) a good faith settlement and compromise of the claims released by the Debtors' release; (3) in the best interests of the Debtors, the Estates, the Liquidating Trust and all holders of Claims and Equity Interests; (4) fair, equitable and reasonable; (5) given and made after due notice and opportunity for a hearing; and (6) a bar to the Debtors, the Liquidating Trust and any holder of a Claim or Equity Interest or other Entity who would have been legally entitled to assert such Claim or Equity Interest on

behalf of any of the Debtors or any of their Estates from asserting any Claim or Cause of Action released pursuant to the Debtors' release.

D. Third Party Release

On and as of the Effective Date of the Plan, except as provided by Article IX.E, the holders of Claims and Equity Interests, shall be deemed to provide a full and complete discharge and release to the Ally Released Parties and their respective property from any and all Causes of Action whatsoever, whether known or unknown, asserted or unasserted, derivative or direct, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, whether for tort, fraud, contract, violations of federal or state securities laws, veil piercing or alter-ego theories of liability, contribution, indemnification, joint liability, or otherwise, arising from or related in any way to the Debtors, including those in any way related to RMBS issued and/or sold by the Debtors or their affiliates and/or the Chapter 11 Cases or the Plan, ~~and any obligations under the DOJ/AG Settlement~~, the Consent Order, and the Order of Assessment.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, of the Third Party Release, and further, shall constitute the Bankruptcy Court's finding that this Third Party Release is: (1) in exchange for the good, valuable and substantial consideration provided by the Ally Released Parties; (2) in the best interests of the Debtors, the Estates, the Liquidating Trust and all holders of Claims and Equity Interests; (3) fair, equitable and reasonable; (4) given and made after due notice and opportunity for a hearing; (5) justified by truly unusual circumstances; (6) an essential component and critical to the success of the Plan; (7) resulted in distributions to the Creditors that would otherwise have been unavailable; (8) the result of an identity of interest between the Debtors and the Ally Released Parties regarding the Plan; and (9) a bar to any party asserting a claim or cause of action released pursuant to this Third Party Release against any of the Ally Released Parties.

E. Third Party Release Carve-Out

Notwithstanding anything to the contrary herein, the Third Party Release shall not apply to any claims held by: (i) the ~~FDIC, in its capacity as a receiver, against Ally, (ii) the FHFA against Ally; and (iii) FHFA, as conservator for Fannie Mae, and/or~~ Fannie Mae against Ally Bank, including, without limitation, any claims of FHFA and/or Fannie Mae against Ally Bank for continuing liabilities, obligations, and duties owed by Ally Bank to FHFA and/or Fannie Mae under the Fannie Mae Contract, including the obligations and duties to honor all selling and servicing representations and warranties related to the portfolio of loans sold and/or serviced, or that were previously serviced, by Ally Bank; (ii) the FHFA and/or Freddie Mac (a) against Ally Bank for any selling and servicing representation and warranty claims for loans sold to Freddie Mac directly by Ally Bank subsequent and pursuant to the May 1, 2012 and August 1, 2012 master selling and servicing agreements among Ally Bank and Freddie Mac, and (b) against Ally Financial Inc. as guarantor for the limited time that the Debtors subserviced the Ally Bank loans sold pursuant to the agreements set forth in clause (a) above, (iii) the United States and the DOJ/AG Settling States with regard to any monetary obligation the Ally Released Parties may

have arising under the DOJ/AG Settlement or causes of action preserved under Article V and Exhibits F and G of the DOJ/AG Settlement; and shall not apply to (iv) any liability or obligation of AFI to the United States or the States arising under the Internal Revenue Code, environmental laws, civil fraud laws, or criminal laws, including, but not limited to, any such liability or obligation preserved under Article V and Exhibits F and G of the DOJ/AG Settlement.

Nothing herein is intended to expand any liabilities under any agreement set forth above or applicable law; the carve outs set forth above in clauses (ii) and (iii) are limited to liabilities under agreements referenced therein and Ally expressly reserves all rights, claims, and defenses against persons and entities carved out under this Article IX.E. regarding any liability that is the subject of this Article IX.E.

For the avoidance of doubt, ~~Released Claims in connection with this Article IX.E shall constitute any Claims, Equity Interests, Causes of Action~~ no party can assert claims, causes of actions or liabilities against the Debtors ~~held by Ally or Fannie Mae~~ or Liquidating Trust arising from claims that are carved out under Article IX.E(i).

Nothing in the Plan releases AFI or any other party from the obligations under the Employees Retirement Plan for GMAC Mortgage Group, LLC (the “Pension Plan”) and ERISA. Notwithstanding the foregoing, upon the Effective Date, the Debtors and the Plan Trusts shall be released from all obligations under the Pension Plan and ERISA related thereto, except for any Claims for fiduciary breaches or prohibited transactions (as defined in ERISA) relating to the Pension Plan under applicable law.

F. Ally Release

Except with respect to the Ally Contract Claims, on and as of the Effective Date of the Plan, the Ally Released Parties shall release the Creditors’ Committee, the Debtors, and the Consenting Claimants and their respective successors and assigns, members, partners, advisors, and Representatives, in their capacities as such, from any and all Causes of Action whatsoever, whether known or unknown, asserted or unasserted, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise arising from or related to the Debtors’ liquidation, including the negotiation, formulation, or preparation of the Plan Support Agreement, the Plan, the Disclosure Statement, and any other Plan Documents and related disclosures, as well as any counterclaims in commenced or tolled litigation with the Debtors or the Consenting Claimants.

G. Exculpation

The Exculpated Parties shall neither have, nor incur, any liability to any entity for any pre-petition or post-petition act or omission taken in connection with, or related to, formulating, negotiating, preparing, disseminating, soliciting, implementing, administering, confirming, or effecting the consummation of any prepetition plan support agreements, the Plan Support Agreement, the Plan, the Disclosure Statement, the FGIC Settlement Agreement, the Kessler Settlement Agreement, the RMBS Settlement, or any contract, instrument, release, or other agreement or document created or entered into in

connection with the Plan, provided, however, that the foregoing provisions of this Exculpation shall have no effect on the liability of any entity that results from any such act that is determined in a final, non-appealable order to have constituted gross negligence or willful misconduct; provided, ~~further~~however, that the Exculpated Parties shall be entitled to rely upon the advice of counsel and financial advisors concerning his, her, or its duties pursuant to, or in connection with, any prepetition plan support agreement, the Plan Support Agreement, the Plan, the Disclosure Statement, the FGIC Settlement Agreement, ~~and the RMBS Settlement~~,the Kessler Settlement Agreement, and the RMBS Settlement. Notwithstanding the foregoing or any other provision in this Plan to the contrary, as to the DOJ-Represented Agencies, nothing in this paragraph shall release or exculpate any of the Exculpated Parties from any liability or obligation to the DOJ-Represented Agencies for any pre-petition act or omission, or from any liability or obligations arising under the tax laws, the environmental laws, civil fraud laws, criminal laws, or the police or regulatory powers of the United States, except (i) to the extent the applicable Bar Date or the discharge, release or injunction provisions of the Plan bar the United States from pursuing Claims against the Debtors or the Liquidating Trust and (ii) to the extent the United States released or settled any causes of action against any of the Exculpated Parties, including but not limited to under the DOJ/AG Settlement (including exhibits). For the avoidance of doubt, nothing in the foregoing provisions shall release or exculpate the Ally Released Parties from any claims or obligations to the United States and the DOJ/AG Settling States arising under the DOJ/AG Settlement or causes of action preserved under Article V and Exhibits F and G of the DOJ/AG Settlement.

H. Injunction

Except as otherwise provided in the Confirmation Order or herein and in accordance with Article IX.E hereof, all Entities, including Investors, who have held, hold or may hold Claims, Equity Interests, Causes of Action or liabilities that constitute Released Claims, are permanently enjoined and precluded, from and after the effective date of the Plan, from: (a) commencing or continuing in any manner or action or other proceeding of any kind against any Released Party whether directly, derivatively or otherwise, on account of or in connection with or with respect to any Released Claims; (b) enforcing, attaching, collecting or recovering by any manner or means any judgment, award, decree or order against any Released Party on account of or in connection with or with respect to any Released Claims; (c) creating, perfecting or enforcing any lien (other than any charging lien of a trustee under its respective indenture), claim or encumbrance of any kind against any Released Party on account of or in connection with or with respect to any Released Claims; (d) asserting any right to setoff, subrogation or recoupment of any kind against any obligation due from any Released Party on account of or in connection with or with respect to any Released Claims unless such holder has filed a motion requesting the right to perform such setoff on or before the Confirmation Date, and notwithstanding any indication in a Proof of Claim or Equity Interest or otherwise that such holder asserts, has or intends to preserve any right of setoff pursuant to section 553 of the Bankruptcy Code or otherwise; (e) commencing or continuing in any manner or action or other proceeding of any kind against any Released Party on account of or in connection with or with respect to any Released Claims; and (f) seeking relief or collecting judgments on an Investor-related securities claim in a manner that fails to conform with the terms of

the judgment reduction provision set forth in the Plan and the Confirmation Order; **provided, that nothing contained herein shall be construed to prevent any entity from objecting to claims or defending against claims objections or collection actions whether by asserting a right of setoff or otherwise to the extent permitted by law. Such injunction shall extend to the successors of the Liquidating Trust, if any, and to their respective properties and interests in property. Any person injured by any willful violation of this injunction shall be entitled to recover actual damages, including costs and attorneys' fees and, in appropriate circumstances, may recover punitive damages from the willful violator.**

For the avoidance of doubt, nothing in Article IX.E shall expand or limit the application of this Article IX.H to Claims, Equity Interests, Causes of Action or liabilities against the Debtors or the Liquidating Trust.

I. Waiver of Subrogation

The GMACM Debtors and the RFC Debtors hereby release the ResCap Debtors from any and all liability or responsibility to the GMACM Debtors and the RFC Debtors or any entity claiming through or under the GMACM Debtors and the RFC Debtors by way of subrogation or otherwise, whether known or unknown, asserted or unasserted, derivative or direct, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, whether for tort, fraud, contract, violations of federal or state securities laws, or otherwise, including those subrogated Causes of Action based on avoidance liability under federal or state laws, veil piercing or alter-ego theories of liability, a theory of debt recharacterization, or equitable subordination liability, arising from or related in any way to the Debtors, including those that any of the Debtors would have been legally entitled to assert against a Released Party in its own right (whether individually or collectively) or that any holder of a Claim or Equity Interest, the Liquidating Trust, or other entity would have been legally entitled to assert on behalf of any of those Debtors or any of their Estates, including those in any way related to the Chapter 11 Cases or the Plan to the fullest extent of the law.

J. Satisfaction and Release of Claims and Equity Interests

The rights afforded herein and the treatment of all Claims and Equity Interests herein shall be in exchange for and in complete satisfaction and release of all Claims of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtors, the Liquidating Trust, or any of their respective assets or properties arising prior to the Effective Date. Except as otherwise expressly specified in the Plan, after the Effective Date, any holder of such Claim or Equity Interest shall be precluded from asserting against the Debtors, the Liquidating Trust, or any of their respective assets or properties, any other or further Claim based on any document, instrument, act, omission, transaction, or other activity of any kind or nature that occurred before the entry of the Confirmation Order.

K. Judgment Reduction for Co-Defendants in Securities Litigation

A defendant against whom a judgment of a court of competent jurisdiction is obtained (whether in a proceeding now pending or hereafter commenced) on an Investor-related securities claim where such defendant has a claim for indemnity or contribution that is subject to the Third

Party Releases shall be entitled to a judgment credit in the underlying litigation in the amount and on the terms that would be available if the Third Party Releases were treated as a bar order in the underlying litigation, in accordance with, and to the extent permitted under, applicable statutory or common law, as determined by a court of competent jurisdiction. (For the avoidance of doubt, a defendant against whom a judgment of a court of competent jurisdiction is obtained (whether in a proceeding now pending or hereafter commenced) on an Investor-related securities claim where such defendant has or had a claim for indemnity or contribution against any Debtor is not precluded from asserting that it is entitled to a judgment credit in the underlying litigation in connection with such claim against the Debtors, and the plaintiff(s) in such action shall have the right to oppose any such request for a judgment credit on any basis, including but not limited to that no such right exists and with reference to Bankruptcy Code section 502(e)). For the avoidance of doubt, judgment reduction in the NJ Carpenters Class Action shall be governed by the terms of the Order and Final Judgment entered by the District Court granting final approval to the NJ Carpenters Settlement. See Docket No. 5354. Notwithstanding the foregoing and without limitation (i) no Ally Released Party shall be deemed to have admitted to such fault by virtue of this provision; (ii) nothing herein shall create any right for a defendant that it does not have under applicable statutory or common law, if any, to obtain discovery from any Ally Released Party, or create an obligation for any Ally Released Party to participate in any proceeding to determine fault that does not exist under applicable statutory or common law, if any, in connection with such claim; and (iii) no finding in any proceeding to determine fault shall create any claim against any Ally Released Party or obligation of any Ally Released Party to satisfy any claim. For the avoidance of doubt, nothing in this Article IX.K affects the Third Party Releases, and all parties' rights under applicable law with respect to discovery and any Ally Released Party's participation in any proceeding to determine fault are preserved.

L. Limitations

For the avoidance of doubt, the releases set forth in this Article IX shall not extend to: (i) any rights, defenses, or counterclaims under any directors & officers or errors & omissions insurance policies sold by any of the Consenting Claimants or their affiliates and covering either the Debtors or any of the Ally Released Parties; (ii) any indemnity rights against non-Ally Released Parties arising out of the Kessler Class Action or to any other indemnity right against non-Ally Released Parties arising out of any other claims of Borrowers; specifically, these releases do not extend to any indemnity rights RFC may have against any non-Ally Released Party that is a successor in interest to CBNV and GNBT, including, but not limited to, those indemnity rights extending out of the client contracts between RFC, on the one hand, and either CBNV or GNBT, on the other hand, which incorporate by reference the indemnity provisions of RFC's AlterNet Seller Guide, and (iii) any indemnity rights held by the Debtors' Representatives against Ally arising from Claims not released by this Article IX.

ARTICLE X.

**CONDITIONS PRECEDENT TO CONFIRMATION
AND CONSUMMATION OF THE PLAN**

A. Conditions Precedent to Confirmation

It shall be a condition to Confirmation of the Plan that the following conditions shall have been satisfied or waived in accordance with the terms of the Plan:

(a) Court approval of the Disclosure Statement in a form and substance reasonably acceptable to the Plan Proponents, Ally, and each of the Consenting Claimants, as containing adequate information with respect to the Plan within the meaning of section 1125 of the Bankruptcy Code;

(b) The Plan shall be reasonably acceptable to the Plan Proponents, Ally and each of the Consenting Claimants, in accordance with the terms of the Plan Support Agreement;

(c) The Confirmation Order shall be reasonably acceptable to the Plan Proponents, Ally, and each of the Consenting Claimants;

(d) The Plan Supplement and any related documentation shall be reasonably satisfactory to the Plan Proponents, Ally, and each of the Consenting Claimants;

(e) Court approval of the RMBS Settlement as part of the Plan pursuant to Bankruptcy Rule 9019;

(f) No Plan modifications that have altered distributions to be made under the Plan shall have occurred without the consent of the Plan Proponents, Ally, and each of the Consenting Claimants;

(g) Court approval of the Third Party Releases and Debtor Releases in the Plan, without any modification thereto; and

(h) Court approval of the Exculpation, in a form reasonably satisfactory to the Plan Proponents, Ally, and each of the Consenting Claimants.

B. Conditions Precedent to the Effective Date

It shall be a condition to the Effective Date that the following conditions shall have been satisfied or waived pursuant to Article X.C:

(a) the Bankruptcy Court shall have entered the Confirmation Order, which shall grant final approval of the Plan, including all settlements therein, the Debtor Releases, the Third Party Releases, the injunctions, and Exculpation;

(b) the Confirmation Order shall not have been stayed, modified, or vacated on appeal;

(c) on or before September 16, 2013, the FGIC Rehabilitation Court shall have entered an order substantially in the form attached to the FGIC Settlement Agreement as Exhibit E (or such other form as agreed to by FGIC, the Debtors, and the RMBS Trustees) approving the Plan Support Agreement (as it related to FGIC) and the FGIC Settlement Agreement, including the settlement and release of all present and future claims against FGIC under or relating to the FGIC Policies;

(d) the Bankruptcy Court shall have entered an order substantially in the form attached to the FGIC Settlement Agreement as Exhibit D (or such other form as agreed to by FGIC, the Debtors, and the RMBS Trustees and counsel for the Institutional Investors) approving the FGIC Settlement Agreement, including the settlement and release of all present and future claims against FGIC under or relating to the FGIC Policies and the allowance of FGIC's General Unsecured Claims against the Debtors, pursuant to a Bankruptcy Rule 9019 motion, which order shall include a finding that the transactions contemplated by the FGIC Settlement Agreement are in the best interests of the RMBS Trusts;

(e) Ally will have funded at least \$1,950,000,000 of the Ally Contribution;

(f) the Liquidating Trust Agreement, the RMBS Claims Trust Agreement, the Private Securities Claims Trust Agreement and the Borrower Claims Trust Agreement shall have been executed;

(g) the Ally Contract Claims and any other claims held by Ally Allowed under the Plan, will have been Allowed, deemed indefeasible, and approved by the Bankruptcy Court without subordination of any kind, and satisfied as set forth herein;

(h) subject to Article VI.C, the Available Assets shall have been transferred to the Liquidating Trust;

~~(i) the Professional Fee Escrow Account shall have been funded;~~

(i) ~~(i)~~ all material governmental and third party approvals and consents, including Bankruptcy Court approval, and approvals Ally may be required to obtain, necessary in connection with the transactions contemplated by this Plan, shall have been obtained and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent, or otherwise impose materially adverse conditions on such transactions; and

(j) ~~(k)~~ all other actions, documents, and agreements necessary to implement the Plan as of the Effective Date will have been delivered and all conditions precedent thereto will have been satisfied or waived.

C. Waiver of Conditions

The Plan Proponents shall have the right to waive one or more of the conditions to Confirmation and Consummation of the Plan set forth in Articles X.A and X.B(b), and (e) through (k), with the consent of Ally and the Consenting Claimants, and, solely with respect to such waivers of the conditions set forth in Article X.B(c) and (d) with the consent of FGIC and

the RMBS Trustees, at any time without notice, leave, or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate the Plan.

D. Effect of Nonoccurrence of Conditions

Each of the conditions to the Effective Date must be satisfied or duly waived, and the Effective Date must occur on or before the earlier of thirty (30) days after the Confirmation Date or December 15, 2013. If the Effective Date has not occurred on or before the earlier of thirty (30) days after the Confirmation Date or December 15, 2013, then upon motion by the Plan Proponents or Ally made before the Effective Date and a hearing, the Confirmation Order may be vacated by the Bankruptcy Court; provided, however, that notwithstanding the Filing of such motion to vacate, the Confirmation Order may not be vacated if the Effective Date occurs before the Bankruptcy Court enters an order granting such motion. If the Confirmation Order is vacated, then except as provided in any order of the Bankruptcy Court vacating the Confirmation Order, the Plan will be null and void in all respects, including the discharge of Claims and termination of Interests pursuant to the Plan and section 1141 of the Bankruptcy Code and the assumptions, assignments or rejections of Executory Contracts, and nothing contained in the Plan or Disclosure Statement shall: (1) constitute a waiver or release of any Claims, Equity Interests or Causes of Action; (2) prejudice in any manner the rights of any Debtor or any other Entity; or (3) constitute an admission, acknowledgment, offer or undertaking of any sort by such Debtor or any other Entity.

ARTICLE XI.

MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

A. Modification and Amendments

Subject to the terms of the Plan Support Agreement, the Plan Proponents may amend, modify, or supplement the Plan pursuant to Bankruptcy Code section 1127(a) at any time prior to the Confirmation Date; provided, that the Plan Proponents obtain the consent, which shall not be unreasonably withheld, of the Settling Parties in accordance with the terms of the Plan Support Agreement. After the Confirmation Date, but prior to Consummation of the Plan, the Plan Proponents may with the consent of the other Settling Parties, which shall not be unreasonably withheld, in accordance with the terms of the Plan Support Agreement, amend, modify, or supplement the Plan without further order of the Bankruptcy Court to remedy any defect or omission or reconcile any inconsistencies in the Plan or the Confirmation Order. At all times, the Plan Proponents may amend, modify, or supplement the Plan without the consent of any other Entity to the extent that such amendments, modifications, or supplements are non-material. At any time, at the request of the RMBS Trustees, Art. IV.C.3 of the Plan may be amended as will be required to preserve the REMIC tax status of the RMBS Trusts notwithstanding the distribution of Units to the RMBS Claims Trust under the Plan to the RMBS Claims Trust on behalf of the RMBS Trusts, and such amendment will be deemed non-material.

B. Effect of Confirmation on Modifications

Pursuant to Bankruptcy Code section 1127(a), entry of a Confirmation Order shall mean that all modifications or amendments to the Plan since the solicitation thereof are approved and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of the Plan

Subject to the terms of the Plan Support Agreement and conditions to the Effective Date, the Plan Proponents reserve the right to revoke or withdraw the Plan prior to the Confirmation Date and to File subsequent chapter 11 plans. If the Plan Proponents revoke or withdraw the Plan, or if Confirmation or Consummation does not occur, then: (i) the Plan shall be null and void in all respects; (ii) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Equity Interest or Class of Claims or Equity Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan shall be deemed null and void except as may be set forth in a separate order entered by the Bankruptcy Court; and (iii) nothing contained in the Plan shall constitute a waiver or release of any Claims or Equity Interests or prejudice in any manner the rights of the Plan Proponents, the Settling Parties, or any other Entity, or constitute an admission, acknowledgement, offer, or undertaking of any sort by the Plan Proponents or any other Entity.

ARTICLE XII.

RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction:⁸

(a) to allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured, or unsecured status, or amount of any Claim or Equity Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims or Equity Interests;

(b) to determine, adjudicate, or decide any other applications, adversary proceedings, contested matters, and any other matters pending on the Effective Date;

(c) to hear and determine any matter, case, controversy, suit, dispute, or Causes of Action: (i) regarding the existence, nature, and scope of the releases, injunctions, and exculpation provided under the Plan, and (ii) enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;

⁸ For the avoidance of doubt, the effectiveness of the NJ Carpenters Settlement and the related NJ Carpenters Claims Distribution is subject to District Court approval.

(d) to ensure that distributions to holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;

(e) ~~to hear and determine rights to proceeds under the GM Policies, including consideration of any Insurance Defenses;~~ Reserved;

(f) other than with respect to the GM Policies and the GM Insurers, to hear and determine ~~the rights and obligations~~ matters relating to insurance claims ~~against the Debtors, including coverage disputes, and insurance~~ and settlements regarding insurance;

(g) to resolve disputes as to the ownership of any Claim or Equity Interest;

(h) to enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, reversed, modified, or vacated;

(i) to issue such orders in aid of execution of the Plan, to the extent authorized by section 1142 of the Bankruptcy Code;

(j) to consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any order of the Bankruptcy Court, including the Confirmation Order;

(k) to hear and determine disputes arising in connection with the interpretation, implementation, consummation, or enforcement of the Plan including, without limitation, the allocation of RMBS Trust Claims, the RMBS Trust Allocation Protocol, the Monoline Reservation, and the Kessler Settlement Agreement;

(l) to hear and determine any matters relating to the Liquidating Trust, the RMBS Claims Trust, the Borrower Claims Trust, and/or the Private Securities Claims Trust, including to hear and determine any actions brought against the Liquidating Trust Board, Borrower Claims Trustee and/or the Private Securities Claims Trustee, as applicable, in connection with the Plan, including any action or other dispute relating to distributions under the Plan, provided, that if the Plan does not become effective, nothing herein shall be deemed to transfer the venue or jurisdiction over any underlying litigation against Ally to the Bankruptcy Court;

(m) to hear and determine any issue for which the Plan requires a Final Order of the Bankruptcy Court;

(n) to hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

(o) to hear and determine all matters related to: (i) applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan; or (ii) ~~the reasonableness of~~ the fees and expenses of the Junior Secured Notes Indenture Trustee ~~and the fees of,~~ the Junior Secured Notes Collateral Agent and the ad hoc group of Junior Secured Noteholders that are referred to in the AFI/JSN Cash Collateral Order as the "Ad Hoc Committee of Holders of Junior Secured Notes" ~~solely~~ to the extent payment or reimbursement of such fees and expenses is sought from or required to be paid

by the Debtors or the Liquidating Trust pursuant to the Junior Secured Notes Indenture, the Bankruptcy Code, or otherwise (but excluding any fees previously paid by the Debtors in accordance with the AFI/JSN Cash Collateral Order, which fees shall remain subject to the recharacterization claims pursuant to the JSN Adversary Proceeding).

(p) to resolve any matters related to (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Cure Claims pursuant to section 365 of the Bankruptcy Code; (b) a potential contractual obligation under any executory contract or unexpired lease that is assumed by the Debtors or the Liquidating Trust amending, modifying, or supplementing, after the Effective Date, any Executory Contracts or Unexpired Leases to the Assumption Schedule or otherwise; and (c) any dispute regarding whether a contract or lease is or was executory or expired;

(q) to hear and determine any Causes of Action preserved under the Plan;

(r) to enter a final decree closing any of the Chapter 11 Cases;

(s) to issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any entity with consummation or enforcement of the Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

(t) to enforce the affirmative findings governing the RMBS Trustees that are contemplated in Article IV herein;

(u) to enforce all orders previously entered by the Bankruptcy Court; and

(v) to hear any other matter not inconsistent with the Bankruptcy Code.

Notwithstanding anything else contained herein, on and after the Effective Date, the Bankruptcy Court shall retain non-exclusive jurisdiction to the extent permissible under applicable law to hear and determine matters relating to the GM Policies and the GM Insurers, including rights under the GM Policies.

ARTICLE XIII.

MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect

Subject to Article X.A of the Plan and notwithstanding Bankruptcy Rules 3020(e), 6004(h), 7062, or otherwise, upon the occurrence of the Effective Date, the terms of the Plan shall be immediately effective and enforceable and deemed binding upon the Debtors, the Liquidating Trust, and any and all holders of Claims or Equity Interests (irrespective of whether such Claims or Equity Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions

described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with any Debtor.

Notwithstanding anything in Bankruptcy Rule 3020(e) to the contrary, (i) the entry of the Confirmation Order shall constitute a Final Order and the period in which an appeal must be filed shall commence upon the entry thereof, and (ii) the Confirmation Order shall take effect immediately upon its entry and the Plan Proponents are authorized to consummate the Plan immediately after entry of the Confirmation Order and the satisfaction or waiver of all other conditions to the Effective Date of the Plan, in accordance with the terms of the Plan.

B. Additional Documents

On or before the Effective Date, the Plan Proponents may File with the Bankruptcy Court any and all agreements and other documents that may be necessary or appropriate in order to effectuate and further evidence the terms and conditions of the Plan.

C. Payment of Statutory Fees

Notwithstanding the grouping of the Debtors described herein, on the Effective Date, and thereafter as may be required, each of the Debtors shall (i) pay all the respective fees payable pursuant to section 1930 of chapter 123 of title 28 of the United States Code, together with interest, if any, pursuant to section 3717 of title 31 of the United States Code, until the earliest to occur of the entry of (a) a final decree closing such Debtor's Chapter 11 Case, (b) a Final Order converting such Debtor's Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code, or (c) a Final Order dismissing such Debtor's Chapter 11 Case, and (ii) be responsible for the filing of consolidated post-confirmation quarterly status reports with the Bankruptcy Court in accordance with Rule 3021-1 of the Southern District of New York Local Bankruptcy Rules, which status reports shall include reports on the disbursements made by each of the Debtors.

D. Dissolution of the Creditors' Committee

On the Effective Date, the Creditors' Committee shall dissolve; provided, however, that, following the Effective Date, the Creditors' Committee shall continue in existence and have standing and a right to be heard for the following limited purposes: (i) Claims and/or applications for compensation by Professionals and requests for allowance of Administrative Claims for substantial contribution pursuant to section 503(b)(3)(D) of the Bankruptcy Code; (ii) any appeals of the Confirmation Order that remain pending as of the Effective Date to which the Creditors' Committee is a party; (iii) any adversary proceedings or contested matters as of the Effective Date to which the Creditors' Committee is a party; and (iv) responding to creditor inquiries for one-hundred-twenty (120) days following the Effective Date. Upon the dissolution of the Creditors' Committee, the current and former members of the Creditors' Committee and their respective officers, employees, counsel, advisors and agents, shall be released and discharged of and from all further authority, duties, responsibilities and obligations related to and arising from and in connection with the Chapter 11 Cases, and the retention or employment of the Creditors' Committee's respective attorneys, accountants and other agents shall terminate, except that the Creditors' Committee and their respective Professionals shall have the right to

pursue, review and object to any applications for compensation or reimbursement of expenses filed in accordance with Article II hereof.

E. Access to Debtors' Records after Effective Date.

On the Effective Date, Debtors shall be deemed to have transferred, assigned and conveyed to the Liquidating Trust, the RMBS Claims Trust, the Borrower Claims Trust, and the Private Securities Claims Trust, as their interests may appear with respect to the Claims of their respective beneficiaries, and the Liquidating Trust shall be authorized to take possession of, all of the books and records of the Debtors, including, except as set forth in any Ally Contract, all information and data on computers owned or leased by the Debtors or otherwise on premises occupied by the Debtors, and all rights of access to data of the Debtors and their affiliates, that were not otherwise transferred to a third party on or prior to the Effective Date. The Liquidating Trust shall have the responsibility of storing and maintaining such books and records to and for the benefit of each of the Liquidating Trust, the RMBS Claims Trust, the Borrower Claims Trust, and the Private Securities Claims Trust as their interests may appear, and the respective Plan Trusts shall enter into an agreement or protocol with respect to access to such books and records. The Debtors shall cooperate with the Plan Trustees of the Plan Trusts to facilitate the delivery and storage of such books and records in accordance herewith. For the purpose of this Section, books and records include computer generated or computer maintained books and records and computerized data, as well as electronically generated or maintained books and records or data, along with books and records of the Debtors maintained by or in possession of third parties, except as set forth in any Ally Contract, and all of the claims and rights of the Debtors in and to books and records, wherever located. The Debtors or the Liquidating Trust, as applicable, shall make available current and historic tax returns with supporting files to Ally as necessary for Ally to address Ally's audit requirements and to facilitate Ally filing its 2013 tax returns.

F. Substantial Consummation

On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

G. Reservation of Rights

Except as otherwise provided in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court enters the Confirmation Order. None of the Filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by the Plan Proponents or Ally with respect to the Plan or the Disclosure Statement shall be or shall be deemed to be an admission or waiver of any rights of the Plan Proponents or Ally with respect to the holders of Claims or Equity Interests prior to the Effective Date.

H. Successors and Assigns

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign, Affiliate, officer, director, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

I. Service of Documents

All notices, requests and demands hereunder to be effective shall be in writing (including by facsimile transmission) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

- (a) if to the Debtors, (i) if by mail or courier to: Residential Capital LLC, Lewis Kruger, CRO, c/o Morrison & Foerster LLP, 1290 Avenue of the Americas, New York, New York 10104; with copies to: (a) Morrison & Foerster LLP, 1290 Avenue of the Americas, New York, New York, 10104, Attn: Gary Lee, Lorenzo Marinuzzi, and Todd Goren; and (b) Curtis, Mallet-Prevost, Colt & Mosle LLP, 101 Park Avenue, New York, New York 10178, Attn: Steven J. Reisman, Theresa A. Foudy, and Maryann Gallagher; and (ii) if by e-mail, to: Lewis.Kruger@gmacrescap.com, glee@mofocom.com, lmarinuzzi@mofocom.com, tgoren@mofocom.com, sreisman@curtis.com, tfoudy@curtis.com, and mgallagher@curtis.com.
- (b) if to the Liquidating Trust: as provided in the Liquidating Trust Agreement for notices to the Liquidating Trust.
- (c) if to the Borrower Claims Trust: as provided in the Borrower Claims Trust Agreement for notices to the Borrower Claims Trust.
- (d) if to the Private Securities Claims Trust: as provided in the Private Securities Claims Trust Agreement for notices to the Private Securities Claims Trust.
- (e) if to the RMBS Claims Trust: as provided in the RMBS Claims Trust Agreement for notices to the RMBS Claims Trust.
- (f) if to Ally to: Ally Financial, Inc., 1177 Avenue of the Americas, New York, NY 10036; Attn: William B. Solomon and Timothy Devine; with copies to: Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Richard M. Cieri, and Ray C. Schrock.
- (g) if to the Creditors' Committee, (i) if by mail or courier to: 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; and (ii) if by email to keckstein@kramerlevin.com, dmannel@kramerlevin.com and szide@kramerlevin.com.
- (h) if to AIG, Allstate, MassMutual and/or Prudential, (i) if by mail or courier to: Quinn Emanuel Urquhart & Sullivan LLP, 51 Madison Avenue, 22nd Floor, New York, New York 10010; Attn: Susheel Kirpalani and Scott Shelley; and (ii) if by email to susheelkirpalani@quinnemanuel.com and scottshelley@quinnemanuel.com.

- (i) if to FGIC, (i) if by mail or courier to: Jones Day, 222 East 41st Street, New York, New York 10017; Attn: Richard L. Wynne and Howard F. Sidman; and the Superintendent of Financial Services of the State of New York, as Rehabilitator of FGIC, c/o Weil Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153; Attn: Gary T. Holtzer; and (ii) if by e-mail to: rlwynne@jonesday.com, hfsidman@jonesday.com, and gary.holtzer@weil.com.
- (j) if to the Steering Committee Consenting Claimants, (i) if by mail or courier to: Gibbs & Bruns LLP, 1100 Louisiana, Suite 5300, Houston, Texas 77002; Attn: Kathy D. Patrick and Robert J. Madden; and Ropes & Gray LLP, 1211 Avenue of the Americas, New York, New York 10036; Attn: Keith H. Wofford and Ross Martin, and (ii) if by e-mail to: kpatrick@gibbsbruns.com, rmadden@gibbsbruns.com, keith.wofford@ropesgray.com, and ross.martin@ropesgray.com.
- (k) if to the Talcott Franklin Consenting Claimants, (i) if by mail or courier to: (a) Talcott Franklin, P.C., 208 N. Market Street, Suite 200, Dallas, Texas 75202; Attn: Talcott J. Franklin, (b) Carter Ledyard & Milburn LLP, 2 Wall Street, New York, New York 10005, Attn: James Gadsden, and (c) Miller Johnson, 250 Monroe Avenue, NW, Suite 800, P.O. Box 306, Grand Rapids, Michigan, Attn: Thomas Sarb; and (ii) if by e-mail to: tal@talcottfranklin.com, gadsden@clm.com and sarbt@millerjohnson.com.
- (l) if to Wilmington Trust, (i) if by mail or courier to: Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 10006, Attn: Thomas J. Moloney and Sean A. O'Neal and Loeb & Loeb, 345 Park Avenue, New York, New York 10154, Attn: Walter H. Curchack; and (ii) if by e-mail to: tmoloney@cgsh.com, soneal@cgsh.com, and wcurchack@loeb.com.
- (m) if to MBIA, (i) if by mail or courier to: Cadwalader, Wickersham & Taft LLP, One World Financial Center, New York, New York 10281, Attn: Gregory M. Petrick and Mark Ellenberg; (ii) if by e-mail to: Gregory.Petrick@cwt.com and Mark.Ellenberg@cwt.com.
- (n) if to the Kessler Class Claimants, (i) if by mail or courier to: Polsinelli, 900 Third Avenue, 21st Floor, New York, New York 10022, Attn: Daniel J. Flanigan; Carlson Lynch, Ltd., PNC Park, 115 Federal Street Suite 210, Pittsburgh, PA 15212, Attn: R. Bruce Carlson, Walters Bender Strohhahn & Vaughan, P.C., 2500 City Center Square, 12th & Baltimore, P.O. Box 26188, Kansas City, MO 64196, Attn: R. Frederick Walters; and (ii) if by e-mail to: dflanigan@polsinelli.com, bcarlson@carlsonlynch.com, and fwalters@wbsvllaw.com.
- (o) if to the RMBS Trustees (i) if by mail or courier to: BNY Mellon, c/o Dechert LLP, 1095 Avenue of the Americas, New York, New York 10036, Attn: Glenn E. Siegel; DB, c/o Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, NY 10178, Attn: James L. Garrity, Jr.; USB, c/o Seward & Kissel LLP, One Battery Park Plaza, New York, New York 10004, Attn: Arlene R. Alves; WFB,

c/o Alston & Bird LLP, 1 Atlantic Center, 1201 W. Peachtree Street, NW, Atlanta, Georgia 30309-3424, Attn: John C. Weitnauer; LDTC, Seward & Kissel LLP, One Battery Park Plaza, New York, New York 10004, Attn: Dale C. Christensen, Jr., HSBC, c/o John Kibler, Allen & Overy, 1221 Avenue of the Americas, New York, NY 10020; and (ii) if by e-mail to: glenn.siegel@dechert.com, jgarrity@morganlewis.com, alves@sewkis.com, kit.weitnauer@alston.com, christensen@sewkis.com, and John.Kibler@AllenOvery.com.

- (p) if to Paulson, (i) if by mail or courier to: Paulson & Co., Inc., 1251 Avenue of the Americas, New York, New York 10020, Attn: Daniel J. Kamensky; and (ii) if by e-mail to: Daniel.Kamensky@paulsonco.com.

After the Effective Date, the Liquidating Trust has authority to send a notice to any Entity that, in order to continue to receive documents pursuant to Bankruptcy Rule 2002, it must File a renewed request to receive documents with the Bankruptcy Court. After the Effective Date, the Liquidating Trust is authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

J. Further Assurances

The Debtors or the Liquidating Trust, all holders of Claims receiving distributions pursuant to the Plan, and all other Entities, as applicable, shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan or the Confirmation Order.

K. Term of Injunctions or Stays

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan and the Confirmation Order shall remain in full force and effect in accordance with their terms.

L. Entire Agreement

Except as otherwise indicated, the Plan supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

M. Exhibits and Related Documents

All exhibits and documents Filed in relation to the Plan are incorporated into and are a part of the Plan as if set forth in full in the Plan. After any exhibits and documents are Filed, copies of such exhibits and documents shall be available upon written request to the Liquidating Trust's counsel at the address above or by downloading such exhibits and documents from the

Debtors' restructuring website, <http://www.kccllc.net/rescap>, or the Bankruptcy Court's website, <http://www.nys.uscourts.gov> (a PACER login and password are required to access documents on the Bankruptcy Court's website).

N. Severability of Plan Provisions

Except as otherwise provided herein, if, before Confirmation of the Plan, subject to the terms of the Plan Support Agreement, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan, including the Third Party Releases, Debtor Releases, Exculpation, including Article X.A, B and C, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified without the Plan Proponents' consent; and (c) nonseverable and mutually dependent.

O. Waiver or Estoppel Conflicts

Each holder of a Claim or Equity Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Equity Interest should be Allowed in a certain amount, in a certain priority, secured, or not subordinated, by virtue of an agreement made with the Plan Proponents, or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers Filed with the Bankruptcy Court prior to the Confirmation Date.

P. Conflicts

Except as set forth in the Plan or unless otherwise ordered by the Bankruptcy Court, to the extent that the Disclosure Statement, any order of the Bankruptcy Court (other than the Confirmation Order), or any exhibit to the Plan or document executed or delivered in connection with the Plan is inconsistent with the terms of the Plan, the terms of the Plan shall control.

Dated: ~~August 23,~~ November 18, 2013
New York, New York

Respectfully Submitted,

RESIDENTIAL CAPITAL, LLC for itself
and its Debtor subsidiaries

By: /s/ Lewis Kruger
Name: Lewis Kruger

Title: Chief Restructuring Officer

THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS

By: /s/ John S. Dubel
Name: John S. Dubel
Title: Co-Chair

By: /s/ Peter F. Finkel
Name: Peter F. Finkel
Title: Co-Chair

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Document 1 ID	PowerDocs://KL2/2818837/1
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Description	KL2-#2818837-v8-ResCap_-_Plan_-_MODIFIED
Rendering set	Standard

Legend:	
Insertion	
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Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	236
Deletions	405
Moved from	11
Moved to	11
Style change	0
Format changed	0
Total changes	663

Exhibit 3

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re.)
) Case No. 12-~~12010~~12020 (MG)
RESIDENTIAL CAPITAL, LLC, et al.,)
) Chapter 11
Debtors.)
) Jointly Administered
)

**FIRST AMENDED JOINT CHAPTER 11 PLAN PROPOSED BY
RESIDENTIAL CAPITAL, LLC, et al. AND THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS**

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Dated: November ~~12~~,18, 2013
New York, New York

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INTRODUCTION

The Debtors and the Creditors' Committee together propose this Joint Chapter 11 Plan¹ for resolution and satisfaction of all Claims against and Equity Interests in the Debtors. Each Debtor and the Creditors' Committee is a proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code.

Reference is made to the Disclosure Statement accompanying the Plan, including the exhibits thereto, for a discussion of the Debtors' history, business, properties, and operations and risk factors, together with a summary and analysis of the Plan and a description of the settlements agreed to by the Debtors, the Creditors' Committee and certain other parties pursuant to the Global Settlement. All holders of Claims entitled to vote on the Plan are encouraged to consult the Disclosure Statement and to read the Plan carefully before voting to accept or reject the Plan.

NO SOLICITATION MATERIALS, OTHER THAN THE DISCLOSURE STATEMENT AND RELATED MATERIALS TRANSMITTED THEREWITH AS APPROVED BY THE BANKRUPTCY COURT, HAVE BEEN AUTHORIZED BY THE BANKRUPTCY COURT FOR USE IN SOLICITING ACCEPTANCES OR REJECTIONS OF THIS PLAN.

ARTICLE I.

DEFINED TERMS, RULES OF CONSTRUCTION, COMPUTATION OF TIME, AND GOVERNING LAW

A. Defined Terms

1. "Accrued Professional Compensation" means, at any date, and regardless of whether such amounts are billed or unbilled, all of a Professional's accrued and unpaid fees (including success fees) and reimbursable expenses for services rendered in the Chapter 11 Cases through and including such date, whether or not such Professional has filed a fee application for payment of such fees and expenses, (i) all to the extent that any such fees and expenses have not been previously paid (regardless of whether a fee application has been filed for any such amount) and (ii) after applying any retainer that has been provided by the Debtors to such Professional and not previously applied. No amount of a Professional's fees and expenses denied under a Final Order shall constitute Accrued Professional Compensation.

2. "Additional Settling RMBS Trusts" means all RMBS Trusts other than the Original RMBS Settling Trusts.

3. "Administrative Claim" means any Claim for costs and expenses of administration under sections 503(b), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date through the Effective Date of preserving the Estates and operating the businesses of the Debtors; (b)

¹ All capitalized terms not defined in this introduction have the meanings ascribed to them in Article I of this Plan.

Professional Claims; (c) all fees and charges assessed against the Estates pursuant to section 1930 of chapter 123 of title 28 of the United States Code; (d) any indebtedness or obligations assumed by the Debtors in connection with the conduct of their businesses; and (e) any Claim for goods delivered to the Debtors within twenty (20) days of the Petition Date and entitled to administrative priority pursuant to section 503(b)(9) of the Bankruptcy Code.

4. “Administrative Claim Bar Date” means the deadline for filing requests for payment of Administrative Claims, which shall be the first Business Day that is thirty (30) days following the Effective Date, unless otherwise ordered by the Bankruptcy Court, except with respect to Professional Claims which shall be subject to the provisions of Article II.

5. “Administrative, Priority, Secured and Convenience Distribution Reserve” means the reserve of the Liquidating Trust established for maintaining Cash or other assets from time to time necessary to satisfy payments after the Effective Date to holders of certain Allowed Claims as provided in Article VI.D.

6. “Affiliate” means an “affiliate” as such term is defined in section 101(2) of the Bankruptcy Code.

7. “AFI” means Ally Financial Inc.

8. “AFI/JSN Cash Collateral Order” means the *Final Order Under Sections 105, 361, 362, 363, and 364 of the Bankruptcy Code and Bankruptcy Rules 2002, 4001, 6004, and 9014 (I) Authorizing the Debtors to Obtain Postpetition Financing on a Secured Superpriority Basis, (II) Authorizing the Debtors to Use Cash Collateral, and (III) Granting Adequate Protection to Adequate Protection Parties*, entered June 25, 2012 [Docket No. 491].

9. “AIG” means AIG Asset Management (U.S.), LLC, on behalf of itself and its affiliates, as investment advisor for certain affiliated entities that have filed proofs of claim in the Chapter 11 Cases.

10. “Allowed” means, with respect to a Claim against any Debtor, except as otherwise provided herein, (a) a Claim that is (i) listed in the Schedules as of the Effective Date as neither disputed, contingent nor unliquidated, and for which no Proof of Claim has been timely filed, or (ii) evidenced by a valid Proof of Claim or request for payment of Administrative Claim, as applicable, Filed by the applicable Bar Date, and as to which the Debtors or other parties-in-interest have not Filed an objection to the allowance thereof by the Claims Objection Deadline, or (b) a Claim that is Allowed under the Plan or any stipulation or settlement approved by, or Final Order of, the Bankruptcy Court; provided, however, that any Claims allowed solely for the purpose of voting to accept or reject the Plan pursuant to an order of the Bankruptcy Court will not be considered “Allowed Claims” under the Plan, provided further, however, any Claims expunged or disallowed under the Plan or otherwise shall not be Allowed Claims. If a Claim is Allowed only in part, references to Allowed Claims include and are limited to the Allowed portion of such Claim. Notwithstanding anything to the contrary herein, no Claim that is disallowed in accordance with Bankruptcy Rule 3003 or section 502(d) of the Bankruptcy Code is Allowed and each such Claim shall be expunged without further action by the Debtors and without further notice to any party or action, approval, or order of the Bankruptcy Court.

11. “Allowed Fee Claim” means 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.

12. “Allowed Kessler Claim” means a non-subordinated Allowed Borrower Claim for voting and distribution purposes in an amount to be determined under the Kessler Settlement Agreement.

13. “Allstate” means Allstate Insurance Company and its subsidiaries and affiliates.

14. “Ally” means, collectively, AFI and its direct and indirect subsidiaries and affiliates, excluding the Debtors and their direct and indirect subsidiaries.

15. “Ally Bank” means AFI’s indirect banking subsidiary (f/k/a GMAC Bank), a commercial state chartered bank regulated by the FDIC and the State of Utah.

16. “Ally Contract Claim” means any and all amounts owed to Ally as of the Effective Date by any of the Debtors pursuant to (i) orders of the Bankruptcy Court and (ii) the Debtors’ performance of the Ally Contracts following the Petition Date, provided, no Revolving Credit Facility Claim is an Ally Contract Claim.

17. “Ally Contracts” means the contracts listed in Annex IV to Exhibit B of the Plan Support Agreement.

18. “Ally Contribution” means Ally’s contribution to the Estates of (a) \$1,950,000,000 in Cash on the Effective Date, and (b) promptly after receipt on or after the Effective Date, the first \$150,000,000 received by Ally for any directors and officers or errors and omissions insurance policy claims it pursues against its insurance carriers related to the Claims released in connection with this Plan, provided that Ally guarantees that the Liquidating Trust will receive such \$150,000,000 on account of such insurance, which guarantee shall be payable without defense, setoff or objection on September 30, 2014.

19. “Ally Indemnity Escrow Account” means the escrow account created pursuant to the *Stipulation and Order Reserving Rights with Respect to Debtors’ Motion for Interim and Final Orders under Bankruptcy Code Section 105(a) and 363 Authorizing the Debtors to Continue to Perform under the Ally Bank Servicing Agreement in the Ordinary Course of Business* [Docket No. 1420].

20. “Ally Released Parties” means (a) Ally, and each of Ally’s and the Debtors’ respective members, shareholders, partners, non-Debtor affiliates, and Representatives, including Cap Re of Vermont, LLC and its current and former members, officers, and directors and (b) each of Ally’s successors and assigns, each Entity in clause (a) and (b) solely in its capacity as such. For the avoidance of doubt, and without limiting the foregoing, the Ally Released Parties shall not include (i) any purchaser of any assets relating to the Debtors’ servicing business that is not Ally or a Debtor, (ii) any assignee of a Servicing Agreement that is not Ally or a Debtor, (iii) notwithstanding any status as a shareholder of any Ally Released Party, and solely in their capacity as such, any underwriter of RMBS that is unaffiliated with Ally, and the

Representatives of such underwriter, against which an Investor has a pending or tolled Cause of Action, (iv) the FHFA, (v) the FDIC, (vi) any assignee of executory contracts that were assumed by the Debtors that is not Ally, (vii) any insurer that is not Ally that sold any directors & officers or errors & omissions insurance policies that cover Debtors, (viii) any party that is not Ally against whom RFC may have indemnity rights arising out of the Kessler Class Action, specifically, any successors in interest to CBNV and GNBT, (ix) the Plan Trustees, and (x) Fannie Mae.

21. “Ally Securities” means Ally Securities, LLC.

22. “Ambac” means, collectively, Ambac Assurance Corporation and the Segregated Account of Ambac Assurance Corporation.

23. “Ambac Cure Stipulation” means that certain stipulation and order currently being negotiated between the Plan Proponents and Ambac regarding (i) the resolution of Ambac’s objection to sale of certain Ambac agreements to Ocwen pursuant to the Ocwen APA, (ii) the fixing of Ambac’s cure claims in connection therewith, (iii) the amount of Ambac’s General Unsecured Claims to be allowed pursuant to the Plan.

24. “Assumption Schedule” means the schedule in the Plan Supplement setting forth certain Executory Contracts and Unexpired Leases for assumption under section 365 of the Bankruptcy Code.

25. “Assured” means Assured Guaranty Municipal Corp., f/k/a Financial Security Assurance Inc., and its affiliates including AG Financial Products Inc. and Assured Guaranty Corp.

26. “Available Assets” means all the assets of the Estates, including all Equity Interests in the Non-Debtor Subsidiaries, the Ally Contribution, and the Liquidating Trust Causes of Action, which are not (a) Excluded Assets or (b) otherwise excluded pending the resolution of legal or logistical issues; provided, however, that any proceeds relating to the assets which are excluded pursuant to clause (b) will belong to the Liquidating Trust.

27. “Ballot” means each of the ballot forms distributed to each holder of a Claim that is entitled to vote to accept or reject this Plan and on which the holder is to indicate, among other things, acceptance or rejection of this Plan.

28. “Bankruptcy Code” means title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.*, as in effect as of the date hereof.

29. “Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of New York, or any other court having jurisdiction over the Chapter 11 Cases.

30. “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Cases, promulgated under 28 U.S.C. § 2075 and the general, local, and chambers rules of the Bankruptcy Court, as the context may require.

31. “Bar Date” means, collectively, the Administrative Claim Bar Date, the Rejection Damages Claim Bar Date, and any deadline by which a Proof of Claim must be filed under the Bar Date Order, as applicable.

32. “Bar Date Order” means the *Order Establishing Deadline for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof*, entered by the Bankruptcy Court on August 29, 2012 [Docket No. 1309], as amended, supplemented, or modified.

33. “BNY Mellon” means The Bank of New York Mellon and The Bank of New York Mellon Trust Company, N.A., each solely in its capacity as trustee, indenture trustee, securities administrator, co-administrator, paying agent, grantor trustee, master servicer, custodian and/or similar agency capacities in respect of certain of the RMBS Trusts.

34. “Borrower” means an individual whose current or former mortgage loan was originated, serviced, sold, consolidated, or owned by any of the Debtors.

35. “Borrower-Related Cause of Action” means a Cause of Action of any of the Debtors that has been or could be asserted, including by way of setoff, recoupment, defense, counterclaim or cross-claim with respect to any Borrower Claim, by any of the Debtors against a Borrower as of the Effective Date; provided, however, that on the Effective Date the Debtors waive and release any Claim or Cause of Action to recover transfers to any Entity made by the Debtors to or for the benefit of a Borrower arising under chapter 5 of the Bankruptcy Code, except by way of setoff, recoupment, defense, counterclaim, or cross-claim.

36. “Borrower Claims” means (i) Claims of a Borrower arising from or relating to any alleged act or omission or any other basis of liability of any Debtor (or any predecessor) in connection with the origination, sale, and/or servicing of a mortgage loan originated, sold, consolidated, purchased, and/or serviced by any Debtor, (ii) Claims filed for or on behalf of a Borrower by such Person’s attorney or agent, including as part of a proof of claim filed on behalf of a putative class of Borrowers, and (iii) claims that have become Allowed as a result of settlement of Borrower litigation commenced against Ally and the Debtors. For the avoidance of doubt, Borrower Claims shall include Allowed Claims held by the Kessler Class Claimants (to the extent that the Kessler Class Claimants are certified as a class action for settlement or allowance purposes), and shall not include the: (a) Senior Unsecured Notes Claims; (b) Junior Secured Notes Claims; (c) RMBS Trust Claims; (d) Private Securities Claims; (e) General Unsecured Claims; (f) General Unsecured Convenience Claims; or (g) Intercompany Balances. For the further avoidance of doubt, no Claim described in subsection (ii) hereof shall be considered an Allowed Borrower Claim unless such Claim is either certified under Bankruptcy Rule 7023 or by Final Order for purposes of settlement or allowance.

37. “Borrower Claims Trust” means the trust established for the benefit of the holders of Allowed Borrower Claims.

38. “Borrower Claims Trust Agreement” means that certain trust agreement, the form of which shall be included in the Plan Supplement, that, among other things, sets forth the methodology and procedures for resolving Disputed Borrower Claims and making distributions to holders of Allowed Borrower Claims.

39. “Borrower Claims Trust Assets” means (i) Cash transferred to the Borrower Claims Trust by the Liquidating Trust as of the Effective Date in the amount of \$57,600,000 less any amounts paid by the Debtors to or on behalf of holders of Borrower Claims prior to the Effective Date pursuant to (a) *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], or (b) any other order of the Bankruptcy Court plus the amount of the Borrower Trust True-Up, and (ii) all Borrower-Related Causes of Action.

40. “Borrower Claims Trust Committee” means (i) counsel for the Kessler Settlement Class, and (ii) those Borrowers or the representatives of Borrowers appointed by the Kessler Settlement Class, with the consent of the Plan Proponents, which consent shall not be unreasonably withheld, to oversee the administration of the Borrower Claims Trust and the disposition of the Borrower Claims Trust Assets. The identities of the initial Persons to serve on the Borrower Claims Trust Committee as of the Effective Date will be set forth in the Plan Supplement.

41. “Borrower Claims Trustee” means the Person selected to serve as the trustee of the Borrower Claims Trust. The identity of the Person to serve as the Borrower Claims Trustee as of the Effective Date will be set forth in the Plan Supplement.

42. “Borrower Trust True-Up” means the additional Cash, if any, required to be added to the Borrower Claims Trust Assets such that distributions, estimated as of the Confirmation Date, made from the Borrower Claims Trust on account of an Allowed Borrower Claim will be comparable to the recovery that a holder of an Allowed Claim of the same amount against the same Debtor Group would realize from distributions made by the Liquidating Trust on Units issued in respect of such Allowed Claim, based on the value of the assets in the Liquidating Trust available for distribution to holders of Units 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 the Allowed Borrower Claims in accordance with the Plan or to the time delay in receipt of distributions in respect of the Units from the Liquidating Trust). For the avoidance of doubt, to the extent necessary, there shall only be a single Borrower Trust True-Up.

43. “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.

44. “Cash” means legal tender of the United States of America or the equivalent thereof.

45. “Cash Management Order” means the *Final Order Under Bankruptcy Code Sections 105(a), 345, 363, 364, and 503(b)(1) and Bankruptcy Rules 6003 and 6004 Authorizing (I) Continued Use of Cash Management Services and Practices, (II) Continued Use of Existing Bank Accounts, Checks, and Business Forms, (III) Implementation of Modified Cash Management Procedures and Use of Certain Bank Accounts Established in Connection with Use of Pre-And Post-Petition Lenders Financing Facilities and Cash Collateral, (IV) Waiver of the Investment and Deposit Requirements of Bankruptcy Code Section 345, (V) Debtors to Honor Specified Outstanding Prepetition Payment Obligations, and (VI) Continuation of Intercompany Transactions and Granting Administrative Expense Status to Intercompany Balances*, entered by the Bankruptcy Court on June 11, 2012 [Docket No. 309], as amended, supplemented, or modified.

46. “Cause of Action” means any and all Claims, actions, causes of action, choses in action, rights, demands, suits, claims, liabilities, encumbrances, lawsuits, adverse consequences, debts, damages, dues, sums of money, accounts, reckonings, deficiencies, bonds, bills, disbursements, expenses, losses, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, judgments, remedies, rights of set-off, third-party claims, subrogation claims, contribution claims, reimbursement claims, indemnity claims, counterclaims, and cross-claims (including those of the Debtors, and/or the bankruptcy estate of any Debtor created pursuant to sections 301 and 541 of the Bankruptcy Code upon the commencement of the Chapter 11 Cases), including, without limitation, any claims, causes of action, objections, rights, remedies arising under Chapter 5 of the Bankruptcy Code pursuant to, among others, sections 502, 510, 542 through 545 and 547 through 553 or 558 thereof, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, whether held in a personal or representative capacity, that are or may be pending as of the date hereof or instituted hereafter against any entity, based in law or equity, including under the Bankruptcy Code, whether direct, indirect, derivative, or otherwise and whether asserted or unasserted as of the date hereof.

47. “Centerview” means Centerview Partners LLC.

48. “Chapter 11 Cases” means the chapter 11 cases commenced by the Debtors, which are jointly administered, styled *In re Residential Capital, LLC, et al.*, Case No. 12-12020 (MG), and currently pending before the Bankruptcy Court, or any of such cases as applicable.

49. “Claim” means a “claim” as such term is defined in section 101(5) of the Bankruptcy Code.

50. “Claims Objection Deadline” means (i) two hundred seventy (270) days following the Effective Date or (ii) such other later date the Bankruptcy Court may establish upon a motion by the Liquidating Trust, which motion may be approved without a hearing and without notice to any party.

51. “Claims Record Date” means the Voting Deadline, which is the date on which the transfer register for each Class of Claims or Equity Interests, as maintained by the Debtors or their agents, shall be deemed closed.

52. “Claims Register” means the official register of Claims in these Chapter 11 Cases maintained by Kurtzman Carson Consultants LLC, in its capacity as the Debtors’ notice and claims agent.

53. “Class” means a group of holders of Claims or Equity Interests classified together under this Plan.

54. “CBNV” means Community Bank of Northern Virginia.

55. “Compensation Order” means the *Amended Order Under Bankruptcy Code Sections 105(a), 363, 503(b)(1), 507(a)(2), 1107(a) and 1108 and Bankruptcy Rule 9019 to the Final Wages Order (I) Authorizing and Directing the Debtors to Reimburse Ally Financial Inc. for Payments Made to the Debtors Employees on Account of Compensation Issued on or After the Petition Date; (II) Granting Ally Financial Inc. an Administrative Expense Claim on Account of Such Payments; (III) Granting Ally Financial Inc. a Limited Release; and (IV) Authorizing the Debtors to Establish and Fund an Escrow Account for the Benefit of Ally Financial Inc. on Account of Such Administrative Expense Claims, including Additional Amounts to the Escrow Account as Necessary* [Docket No. 2548].

56. “Confirmation” means the entry on the docket of the Chapter 11 Cases of the Confirmation Order.

57. “Confirmation Date” means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases.

58. “Confirmation Hearing” means the hearing before the Bankruptcy Court under section 1128 of the Bankruptcy Code to consider confirmation of this Plan, as the same may be continued from time to time.

59. “Confirmation Order” means the order of the Bankruptcy Court confirming this Plan, as amended, supplemented, or modified, under, among others, section 1129 of the Bankruptcy Code.

60. “Consent Order” means the Board of Governors of the Federal Reserve System Consent Order, dated April 13, 2011, by and among AFI, Ally Bank, ResCap, GMACM, the Board of Governors of the Federal Reserve System, and the Federal Deposit Insurance Corporation, as amended.

61. “Consent Order Borrower Claims” means claims held by Borrowers arising from residential mortgage foreclosure actions (including judicial and non-judicial foreclosures and related bankruptcy proceedings, and other related litigation) or proceedings (including foreclosures that were in process or completed) for loans serviced by the Mortgage Servicing Companies (as defined in the Consent Order), whether brought in the name of Ally Bank, the Mortgage Servicing Companies, the investor, or any agent for the mortgage note holder (including Mortgage Electronic Registration Systems, Inc.), that have been pending at any time from January 1, 2009 to December 31, 2010, as well as claims arising from residential foreclosure sales that occurred during this time period.

62. “Consenting Claimants” means, collectively, AIG, Allstate, FGIC, the Kessler Class Claimants, MassMutual, MBIA, Prudential, the RMBS Trustees, the Steering Committee Consenting Claimants, the Talcott Franklin Consenting Claimants, the Supporting Senior Unsecured Noteholders, Wilmington Trust, Paulson, and any other parties (other than Ally) that agree to be bound by the terms of the Plan Support Agreement. Each of the foregoing parties is a Consenting Claimant.

63. “Consummation” means the occurrence of the Effective Date.

64. “Creditor” means a “creditor” as defined in section 101(10) of the Bankruptcy Code.

65. “Creditors’ Committee” means the statutory committee of unsecured creditors appointed in the Chapter 11 Cases.

66. “Cure Claim” means a Claim based upon a monetary default, if any, by a Debtor under an Executory Contract or Unexpired Lease as of the time such contract or lease is assumed by such Debtor under sections 365 or 1123 of the Bankruptcy Code, to the extent such obligations are enforceable under the Bankruptcy Code and applicable non-bankruptcy law.

67. “DB” means Deutsche Bank Trust Company Americas and Deutsche Bank National Trust Company each solely in its capacity as trustee, indenture trustee, securities administrator, co-administrator, paying agent, grantor trustee, custodian, and/or similar agency capacities in respect of certain of the RMBS Trusts.

68. “Debtor Group” means, individually or collectively, the ResCap Debtors, the GMACM Debtors or the RFC Debtors.

69. “Debtor Group Unit Distribution” means each of the GMACM Debtors Unit Distribution, the ResCap Debtors Unit Distribution and the RFC Debtors Unit Distribution.

70. “Debtor Released Parties” means the Ally Released Parties, the Creditors’ Committee, the Consenting Claimants, and their respective successors and assigns, members, partners, non-Debtor affiliates, and Representatives, each in its capacity as such. For the avoidance of doubt, and without limiting the foregoing, the Debtor Released Parties shall not include (i) any purchaser of any assets relating to the Debtors’ servicing business that is not Ally or a Debtor, (ii) any assignee of a Servicing Agreement that is not Ally or a Debtor, (iii) any underwriter of RMBS that is unaffiliated with the Debtors or Ally, and the Representatives of such underwriter, against which an Investor has a pending or tolled Cause of Action, (iv) any assignee of executory contracts that were assumed by the Debtors that is not Ally, (v) any insurer that is not Ally that sold any directors & officers or errors & omissions insurance policies that cover the Debtors in their capacity as insurers, or (vi) any party that is not Ally against whom RFC may have indemnity rights arising out of the Kessler Class Action, specifically, any successors in interest to CBNV and GNBT.

71. “Debtors” means 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.; ETS; GMAC Model Home Finance I, LLC; GMAC Mortgage USA

Corporation; GMAC RH Settlement Services, LLC; GMACM; GMACM Borrower LLC; GMACM Holding; 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; ResCap; Residential Consumer Services of Alabama, LLC; Residential Consumer Services of Ohio, LLC; Residential Consumer Services of Texas, LLC; Residential Consumer Services, 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; RFC Asset Holdings II, LLC; RFC Asset Management, LLC; RFC Borrower LLC; RFC Construction Funding, LLC; RFC Holding; RFC REO LLC; RFC SFJV-2002, LLC; and RFC-GSAP Servicer Advance, LLC.

72. “Debtor Release” means the release set forth in Article IX.C.

73. “Delaware Trustee” means the trustee, or its successor, appointed in accordance with the Liquidating Trust Agreement to comply with the requirement of Section 3807 of the Delaware Statutory Trust Act.

74. “Disbursing Agent” means the Liquidating Trust, or any Person engaged by the Liquidating Trust, to perform the function of a disbursing agent.

75. “Disclosure Statement” means the disclosure statement for this Plan, as amended, supplemented, or modified in accordance with the provisions of the Bankruptcy Code and the Bankruptcy Rules.

76. “Disputed Borrower Claim” means any Borrower Claim that is not Allowed, until it is disallowed or expunged by Final Order, written agreement, or under the Plan.

77. “Disputed Claim” means any Claim that is not Allowed until it is disallowed or expunged by Final Order, written agreement, or under the Plan, other than Disputed Borrower Claims and Disputed Private Securities Claims.

78. “Disputed Claims Reserve” means the reserve of Units, Cash distributed thereon and other assets, if any, maintained by the Liquidating Trust for distribution to the Liquidating Trust Unit Beneficiaries that are holders of Disputed Claims, if and when such Disputed Claims become Allowed.

79. “Disputed Private Securities Claims” means any Private Securities Claim that is not Allowed until it is disallowed or expunged by Final Order or under the Plan.

80. “Distributable Cash” means the Cash to be distributed to holders of Units, including the Disputed Claims Reserve, on any Distribution Date.

81. “Distribution Date” means a date or dates, as determined by the Liquidating Trust Board in accordance with the Liquidating Trust Agreement, on which the Liquidating

Trust makes a distribution, or causes a distribution to be made, of Distributable Cash to the Unitholders.

82. “District Court” means the United States District Court for the Southern District of New York.

83. “DOJ” means the United States Department of Justice and any component thereof, including but not limited to the United States Attorney’s Office for any district.

84. “DOJ/AG Settlement” means the Consent Judgment filed by the United States District Court for the District of Columbia (Case: 1:12-cv-00361-RMC) on April 4, 2012.

85. “DOJ/AG Settling States” means the District of Columbia and the states that are parties to the DOJ/AG Settlement.

86. “DOJ-Represented Agency” means the United States of America and any of its agencies, departments, offices or agents to the extent that they are represented by the DOJ, whether or not the DOJ has entered an appearance on behalf of that agency, department, office or agent in this proceeding. For the avoidance of doubt, the term “DOJ-Represented Agency” shall not apply to any agency, department, office or agent of the United States that has appeared ~~or requested~~ in these Chapter 11 Cases or filed a notice pursuant to Bankruptcy Rule ~~2002,2002~~ in these Chapter 11 Cases, in each case through non-DOJ counsel ~~in these Chapter 11 Cases~~.

87. “DTC” means the Depository Trust Company.

88. “Duff” means Duff & Phelps, LLC, financial advisor to certain of the RMBS Trustees.

89. “Effective Date” means the first Business Day after the Confirmation Date on which no stay of the Confirmation Order is in effect and all of the conditions precedent to the Effective Date specified in Article X.B have been satisfied or waived pursuant to Article X.C.

90. “Entity” means an “entity” as such term is defined in section 101(15) of the Bankruptcy Code.

91. “Equity Interest” means any “equity security” as defined in section 101(16) of the Bankruptcy Code, of a Debtor existing immediately prior to the Effective Date, or any other instrument evidencing an ownership interest in any of the Debtors, whether or not transferable, and any option, warrant, or right, contractual or otherwise, to acquire, sell, or subscribe for any such interest.

92. “ERISA” means the Employee Retirement Income Security Act.

93. “Estates” means the estates of the Debtors created under section 541 of the Bankruptcy Code.

94. “ETS” means the Debtor entity, Executive Trustee Services, LLC.

95. “ETS Unsecured Claims” means all General Unsecured Claims against ETS.

96. “Excluded Assets” means (i) those noneconomic “residual” interests in various REMICs and an interest in a passive foreign investment company (collectively, “NERDS”) held by a Debtor which are identified in Schedule 5, (ii) those interests in owner trusts, entities, or other financing or securitization entities held by a Debtor which are identified in Schedule 6, (iii) common land which is owned by a Debtor and which is identified in Schedule 7, and (iv) home equity lines of credit having no outstanding balances.

97. “Exculpated Party” means each of the following in its capacity as such: (a) the Debtors; (b) the Consenting Claimants; (c) Ally; (d) the Creditors’ Committee and the members thereof; and (e) with respect to each of the foregoing Entities in clauses (a) through (d), such Entity’s successors and assigns, members, affiliates, subsidiaries, officers, directors, partners, principals, employees, and Representatives; provided, however, without limiting the foregoing, the following shall not be an Exculpated Party: (i) any purchaser of any assets relating to the Debtors’ servicing business that is not Ally or a Debtor, (ii) any assignee of a Servicing Agreement that is not Ally or a Debtor, (iii) any underwriter of RMBS that is unaffiliated with the Debtors or Ally, and the Representatives of such underwriter, against which an Investor has a pending or tolled Cause of Action, (iv) any assignee of executory contracts that were assumed by the Debtors that is not Ally, (v) any insurer that is not Ally that sold any directors & officers or errors & omissions insurance policies that cover the Debtors, in their capacity as insurers, or (vi) any party that is not Ally against whom RFC may have indemnity rights arising out of the Kessler Class Action, specifically, any successors in interest to CBNV and GNBT.

98. “Exculpation” means the exculpation provision set forth in Article IX.G.

99. “Executory Contract” means a contract to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

100. “Fannie Mae” means Fannie Mae (f/k/a The Federal National Mortgage Association).

101. “Fannie Mae Contract” means that certain Mortgage Selling and Servicing Contract dated March 29, 2007, including the incorporated Fannie Mae Selling and Servicing Guides and various Master Agreements, including but not limited to the Master Agreement, dated August 3, 2012, between Fannie Mae and Ally Bank, each as may have been amended from time to time.

102. “FDIC” means the Federal Deposit Insurance Corporation.

103. “FGIC” means Financial Guaranty Insurance Company and its subsidiaries and affiliates.

104. “FGIC Policies” means insurance policies issued by FGIC in connection with the RMBS Trusts insured by FGIC.

105. “FGIC Rehabilitation Court” means the New York State Supreme Court with jurisdiction over FGIC’s rehabilitation proceeding.

106. “FGIC Settlement Agreement” means that certain settlement agreement dated, as of May 23, 2013, among the Debtors, FGIC, BNY Mellon, U.S. Bank and WFB, each in its capacity as RMBS Trustee, and the Institutional Investors.

107. “FHFA” means Federal Housing Finance Agency.

108. “FHFA Claims” means Claims held by FHFA in its capacity as Conservator for the Federal Home Loan Mortgage Corporation: related solely to Proofs of Claim Nos. 6296, 6297, 6298, 6299, 6300, and 6301.

109. “File,” “Filed,” or “Filing” means file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases, or, in the case of a Proof of Claim, with the Debtors’ notice and claims agent.

110. “Final Order” means an order or judgment of the Bankruptcy Court, or any other court of competent jurisdiction, which has not been modified, amended, reversed, vacated, or stayed, and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, stay, reargument, or rehearing has expired and as to which no appeal, petition for certiorari, or motion for new trial, stay, reargument, or rehearing shall then be pending or (b) if an appeal, writ of certiorari, new trial, stay, reargument, or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court, or other court of competent jurisdiction, shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, stay, reargument, or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari, or move for a new trial, stay, reargument, or rehearing shall have expired, as a result of which such order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure; provided, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be Filed relating to such order, shall not cause an order not to be a Final Order.

111. “First Priority Collateral Agent” means Wells Fargo Bank, N.A., as collateral agent and collateral control agent under the First Priority Security Agreement, together with its respective successors and assigns in such capacity.

112. “First Priority Collateral Agent Fees and Expenses” means the reasonable fees, costs, and expenses and indemnity claims of the First Priority Collateral Agent, including but not limited to, the fees, costs, and expenses of the First Priority Collateral Agent’s counsel.

113. “First Priority Collateral Agent Lien” means the Liens and other priority in payment and rights of the First Priority Collateral Agent under the First Priority Security Agreement, the Intercreditor Agreement, and related documents, or otherwise available to the First Priority Collateral Agent under applicable law, for the payment of First Priority Collateral Agent Fees and Expenses.

114. “First Priority Security Agreement” means that certain security agreement, dated as of December 30, 2009, among RFC and GMACM and certain of their affiliates, GMAC Inc., and the First Priority Collateral Agent.

115. “FTI” means FTI Consulting, Inc.

116. “General Unsecured Claim” means any Claim against a Debtor that is not a/an: (a) Administrative Claim; (b) Priority Tax Claim; (c) Other Priority Claim; (d) Borrower Claim; (e) Revolving Credit Facility Claim; (f) Junior Secured Notes Claim; (g) Other Secured Claim; (h) Senior Unsecured Notes Claim; (i) RMBS Trust Claim; (j) Intercompany Balance; (k) Professional Claim; (l) General Unsecured Convenience Claim; (m) Private Securities Claim; (n) Postpetition Intercompany Balance; (o) NJ Carpenters Claim, except as otherwise provided herein; or (p) FHFA Claim.

117. “General Unsecured Convenience Claim” means Claims that would otherwise be classified as General Unsecured Claims but, with respect to each Claim either (i) the aggregate amount of such Claim is less than \$30,000, or (ii) the aggregate amount of such Claim is reduced to \$30,000 by agreement of the holder of such Claim. For the avoidance of doubt, General Unsecured Convenience Claims do not include Borrower Claims.

118. “Global Settlement” means the ~~settlement~~settlements among the Debtors, the Creditors’ Committee, Ally~~and~~, the Consenting Claimants, and certain other parties-in-interest, as set forth in Article IV of the Plan.

119. “GM Insurance Rights” means any and all of the Debtors’ rights, titles, privileges, interests, claims, demands, or entitlements to any proceeds, payments, causes of action, and choses in action under, for, or related to the GM Policies with respect to a particular item of loss under the GM Policies, including the rights (1) to recover insurance proceeds for an item of loss covered under the GM Policies and (2) to recover from the insurers that issued the GM Policies for breach of contract or breach of other duty or obligation owed by such insurer under the GM Policies, as applicable, including the duty to settle, together with any extra contractual or tort claim arising therefrom, including bad faith, breach of implied covenant of good faith and fair dealing, fraud, or violation of any statutory or common law duty owed by the insurer under the GM Policies, as applicable, and all with respect to a particular item of loss under the GM Policies.

120. “GM Policies” means the General Motors Combined Specialty Insurance Program 12/15/00 – 12/15/03, with the policy numbers as set forth in the Plan Supplement.

121. “GMACM” means GMAC Mortgage, LLC.

122. “GMACM Debtors” means each of following Debtor subsidiaries of GMACM Holding: GMACM; ditech, LLC; ETS; ETS of Virginia, Inc.; ETS of Washington, Inc.; GMAC Mortgage USA Corporation; GMAC RH Settlement Services, LLC; GMACM Borrower LLC; GMACM REO LLC; GMACR Mortgage Products, LLC; Home Connects Lending Services, LLC; Ladue Associates, Inc.; Passive Asset Transactions, LLC; PATI A, LLC; PATI B, LLC; PATI Real Estate Holdings, LLC; Residential Consumer Services of Alabama, LLC; Residential Consumer Services of Ohio, LLC; Residential Consumer Services of Texas, LLC; Residential Consumer Services, LLC; and Residential Mortgage Real Estate Holdings, LLC.

- 123.** “GMACM Debtors Unit Distribution” means 27,045,339 Units, representing 27.05% of the Total Initial Units Outstanding, subject to the adjustment as provided in Article IV.J.
- 124.** “GMACM Holding” means GMAC Residential Holding Company, LLC.
- 125.** “GMACM Pool” has the meaning set forth in Article IV.C.2(a).
- 126.** “GMACM Unsecured Claims” means the RMBS Trust Claims and General Unsecured Claims, in each case, against the GMACM Debtors.
- 127.** “GMACM Weighted Claim” has the meaning set forth in Article IV.C.3(c).
- 128.** “GNBT” means Guaranty National Bank of Tallahassee.
- 129.** “Governmental Unit” means “governmental unit” as such term is defined in section 101(27) of the Bankruptcy Code.
- 130.** “HSBC” means HSBC Bank USA, N.A. solely in its capacity as trustee in respect of certain of the RMBS Trusts.
- 131.** “Impaired” means, with respect to any Class, a Class that is impaired as set forth in section 1124 of the Bankruptcy Code.
- 132.** “Indenture Trustees” means the Junior Secured Notes Indenture Trustee and the Senior Unsecured Notes Indenture Trustee.
- 133.** “Indentures” means the Junior Secured Notes Indenture and the Senior Unsecured Notes Indenture.
- 134.** “Initial Unit Distribution Date” means the date on which the Liquidating Trust makes, or causes to be made, the initial distribution of Units.
- 135.** “Initial Unit Distribution Record Date” means the date as of which the Disputed Claims are to be estimated pursuant to the motion for an order establishing the Disputed Claims Reserve with respect to unliquidated and/or Disputed Claims, 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.
- 136.** “Institutional Investors” means the Steering Committee Consenting Claimants and the Talcott Franklin Consenting Claimants.
- 137.** “Insured Exception” has the meaning set forth in Article IV.C.
- 138.** “Insured RMBS Trust” means any RMBS Trust that has an insurance policy with a Monoline.
- 139.** “Intercompany Balance” means any prepetition Claim of a Debtor against another Debtor, or any prepetition Claim held by a Non-Debtor Subsidiary against a Debtor, including

any subrogation claims and fraudulent conveyance claims related to the forgiveness of intercompany debt, and any other subrogation claims owed by any Debtor to any other Debtor. For the avoidance of doubt, Intercompany Balances do not include any Claim that Ally may assert against a Debtor.

140. “Intercreditor Agreement” means the intercreditor agreement, dated as of June 6, 2008, by and among WFB, GMAC LLC, USB, RFC, GMACM, ResCap, Homecomings Financial, LLC, GMAC-RFC Holding Company, LLC, GMAC Residential Holding Company, LLC, GMAC Model Home Finance, LLC, Developers of Hidden Springs, LLC, DOA Holding Properties, LLC, RFC Asset Holdings II, LLC, Passive Asset Transactions, LLC, Residential Mortgage Real Estate Holdings, LLC, Residential Funding, Real Estate Holdings, LLC, Homecomings Financial Real Estate Holdings, LLC and Equity Investment I, LLC [Docket No. 1866, Ex. A].

141. “Investor” means a current or former holder of RMBS, in such capacity.

142. “JSN Adversary Proceeding” means the adversary proceeding which consolidates the adversary proceeding commenced against the Junior Secured Noteholders by the Creditors’ Committee in the proceeding *Official Committee of Unsecured Creditors v. UMB Bank, N.A. et al.*, Case No. 13-01277(MG) and the adversary proceeding commenced by the Debtors in the proceeding *Residential Capital, et al. v. UMB Bank, N.A.*, Case No. 13-01343(MG) seeking a determination of the Allowed amount and collateral of the Junior Secured Notes Claims.

143. “Junior Secured Noteholders” means the holders of Junior Secured Notes.

144. “Junior Secured Notes” means the 9.625% junior secured notes due 2015 issued by ResCap pursuant to the Junior Secured Notes Indenture.

145. “Junior Secured Notes Claim” means the Junior Secured Notes Secured Claim and the Junior Secured Notes Deficiency Claim, if any.

146. “Junior Secured Notes Collateral Agent” means Wells Fargo Bank, N.A., as collateral agent and collateral control agent under the Junior Secured Notes Security Agreement, together with its respective successors and assigns in such capacity.

147. “Junior Secured Notes Collateral Agent Fees and Expenses” means the reasonable compensation, fees, expenses, liabilities, disbursements and indemnity claims, including, without limitation, attorneys’ and agents’ fees, expenses and disbursements, incurred by the Junior Secured Notes Collateral Agent, whether prior to or after the Petition Date and whether prior to or after the consummation of the Plan.

148. “Junior Secured Notes Deficiency Claim” means the unsecured portion of the Claims of the Junior Secured Noteholders under the Junior Secured Notes Indenture as determined by the JSN Adversary Proceeding.

149. “Junior Secured Notes Distribution Record Date” means the date on which the distributions under this Plan on account of the Junior Secured Notes Claim are made to the Junior Secured Notes Indenture Trustee.

150. “Junior Secured Notes Indenture” means that certain Indenture, dated as of June 6, 2008, among ResCap, as issuer, GMAC Holding, GMAC-RFC Holding Company, LLC, GMACM, RFC, and Homecoming Financial, LLC as guarantors, and the Junior Secured Notes Indenture Trustee.

151. “Junior Secured Notes Indenture Trustee” means UMB Bank, N.A., as indenture trustee or successor indenture trustee under the Junior Secured Notes Indenture, together with its respective successors and assigns in such capacity.

152. “Junior Secured Notes Indenture Trustee Charging Lien” means any Lien or other priority in payment to which the Junior Secured Notes Indenture Trustee is entitled, pursuant to the Junior Secured Notes Indenture, against distributions to be made to holders of Junior Secured Notes Claims for payment of any Junior Secured Notes Indenture Trustee Fees and Junior Secured Notes Collateral Agent Fees and Expenses.

153. “Junior Secured Notes Indenture Trustee Fees” means the reasonable compensation, fees, expenses, liabilities, disbursements and indemnity claims, including, without limitation, attorneys’ and agents’ fees, expenses and disbursements, incurred by the Junior Secured Notes Indenture Trustee, whether prior to or after the Petition Date and whether prior to or after the consummation of the Plan.

154. “Junior Secured Notes Secured Claim” means the portion of the Claims of the Junior Secured Noteholders under the Junior Secured Notes Indenture that is a Secured Claim as determined by the JSN Adversary Proceeding.

155. “Junior Secured Notes Security Agreement” means that certain Amended and Restated Third Priority Pledge and Security Agreement and Irrevocable Proxy, dated as of December 30, 2009, among ResCap and certain of its affiliates, the Junior Secured Notes Indenture Trustee and the Junior Secured Notes Collateral Agent.

156. “Kessler Class Action” means the consolidated class action entitled *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.

157. “Kessler Class Claimants” means the putative class of Persons represented in the Kessler Class Action, asserting claims against the Debtors.

158. “Kessler Settlement Agreement” means that certain Settlement Agreement between the Debtors and the representatives of the Kessler Class Claimants, attached as Exhibit 5 to the *Joint Motion Pursuant to 11 U.S.C. 105 and Fed. R. Bankr. P. 7023 and 9019 for an Order (1) Granting Class Certification for Purposes of Settlement Only, (2) Appointment Class Representative and Class Counsel for Purposes of Settlement Only, (3) Preliminarily Approving the Settlement Agreement Between Plaintiffs, On Their Own Behalf and On Behalf of the Class of Similarly Situated Persons, and the Debtors, (4) Approving the Form and Manner of Notice to the Class, (5) Scheduling a Fairness Hearing to Consider Approval of the Settlement on a Final*

Basis and Related Relief and (6) Approving the Settlement Agreement on a Final Basis and Granting Related Relief [Docket No. 4451].

159. “Kessler Settlement Approval Orders” means the preliminary and final orders approving the certification of the Kessler Class Claimants as a settlement class under Bankruptcy Rule 7023 and approving the Kessler Settlement Agreement under section 105(a) of the Bankruptcy Code and Bankruptcy Rules 9019 and 7023.

160. “Kessler Settlement Class” means the settlement class comprised of the Kessler Class Claimants certified pursuant to the Kessler Settlement Approval Orders.

161. “LDTC” means Law Debenture Trust Company of New York solely in its capacity as separate trustee in respect of certain of the RMBS Trusts.

162. “Lien” means a “lien” as such term is defined in section 101(37) of the Bankruptcy Code.

163. “Liquidating Trust” means that certain Delaware statutory trust continued on or about the Effective Date as successor by conversion of a common law trust in accordance with the provisions of Article VI of the Plan and the Liquidating Trust Agreement.

164. “Liquidating Trust Expenses Set Aside” means an amount of Cash or other assets 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, including costs, fees, and expenses of the Estates payable after the Effective Date.

165. “Liquidating Trust Agreement” means that certain trust agreement, the form of which shall be included in the Plan Supplement, that, among other things: (a) establishes and governs the Liquidating Trust; (b) describes the powers, duties and responsibilities of the Liquidating Trustees; and (c) provides for the liquidation and distribution of proceeds of the Liquidating Trust Assets.

166. “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.

167. “Liquidating Trust Board” means the board of trustees appointed to oversee the administration of the Liquidating Trust and the disposition of the Liquidating Trust Assets. The identities of the Persons to serve on the Liquidating Trust Board as of the Effective Date will be set forth in the Plan Supplement.

168. “Liquidating Trust Budget” means the annual budget of expenses for administering the Liquidating Trust.

169. “Liquidating Trust Causes of Action” means the Claims and Causes of Action transferred to the Liquidating Trust on the Effective Date, including those Claims and Causes of Action set forth in the Plan Supplement.

170. “Liquidating Trust Management” means those Persons designated by the Liquidating Trust Board to manage the Liquidating Trust. The identities of the Persons to serve as Liquidating Trust Management as of the Effective Date will be set forth in the Plan Supplement.

171. “Liquidating Trust Unit Beneficiaries” means (i) the holders of ResCap Unsecured Claims, GMACM Unsecured Claims, and RFC Unsecured Claims (in each case, whether Allowed or Disputed), other than holders of RMBS Trust Claims and ETS Unsecured Claims, (ii) the RMBS Claims Trust, and (iii) the Private Securities Claims Trust (and those Private Securities Claimants holding Units). For the avoidance of doubt, Liquidating Trust Unit Beneficiaries includes Wilmington Trust, on behalf of the Senior Unsecured Noteholders, until such time as Wilmington Trust causes the distribution of Units received by it to the Senior Unsecured Noteholders.

172. “Liquidating Trustee” means a member of the Liquidating Trust Board.

173. “Loan Group” means any group of loans established by the governing agreements for an RMBS Trust so that only a particular class or classes of securities issued by such RMBS Trust benefit from the proceeds of such loans.

174. “MassMutual” means Massachusetts Mutual Life Insurance Company and its subsidiaries and affiliates.

175. “MBIA” means MBIA Insurance Corporation and its subsidiaries and affiliates but excluding Cutwater Holdings, LLC and its subsidiaries Cutwater Investor Services Corp., Cutwater Asset Management Corp. and Trifinium Advisors (UK) Limited.

176. “Misdirected Funds” means the approximately \$2.6 million of funds that were misdirected to the Debtors’ tri-party account with Bank of New York Mellon prior to the Petition Date.

177. “Moelis” means Moelis & Company LLC.

178. “Monolines” means FGIC, MBIA, and the other insurers who provided financial guaranty insurance policies insuring amounts payable to RMBS in connection with certain of the RMBS Trusts, but does not include insurers of particular mortgage loans or groups of mortgage loans held by an RMBS Trust, for the purposes of the RMBS Trust Allocation Protocol.

179. “Monoline Claims Settlement” means the settlement of the Allowed amount and allocation among Debtor Groups of the Claims held by MBIA, and FGIC.

180. “Monoline Reservation” means the reservation of rights of each Insured RMBS Trustee (excluding the RMBS Trusts insured by FGIC) as set forth in Article IV herein.

181. “NJ Carpenters Approval” means the approvals of the NJ Carpenters Settlement from the Bankruptcy Court (which may be the Confirmation Order or a separate order of the Bankruptcy Court), and the District Court.

182. “NJ Carpenters Claims” means any and all claims, demands, rights, liabilities, and causes of action of every nature and description, known or Unknown, suspected or unsuspected, contingent or non-contingent, matured or unmatured, whether or not concealed or hidden, which now exist, or heretofore have existed, whether arising under federal, state, common, or foreign law, that any NJ Carpenters Class Member (a) asserted in the NJ Carpenters Class Action, or (b) could have asserted in any forum arising from or related in any way to the acts, failures to act, transactions, facts, events, matters, disclosures, statements, occurrences, representations, or omissions asserted or that could have been asserted in the NJ Carpenters Class Action against the NJ Carpenters Released Parties. Notwithstanding the foregoing, “NJ Carpenters Claims” shall not include (a) any rights or claims against the Debtors that any NJ Carpenters Class Member may possess or be entitled to as a holder of RMBS pursuant to the RMBS Trust Settlement or any other distribution in the Plan in connection with the claims asserted in connection with the RMBS Trust Settlement, or (b) claims against any NJ Carpenters Non-Settling Defendant.

183. “NJ Carpenters Claims Distribution” means a distribution in the amount of \$100 million in Cash in full and final satisfaction of the NJ Carpenters Claims, on terms as set forth in the NJ Carpenters Settlement.

184. “NJ Carpenters Class Action” means the class action entitled *New Jersey Carpenters Health Fund, et al. v. Residential Capital, LLC, et al.*, Civ. No. 08-8781(HB) pending in the District Court.

185. “NJ Carpenters Class Members” means the named plaintiffs in the NJ Carpenters Class Action and all other persons or entities who purchased or otherwise acquired beneficial interests in any of the following pass-through certificates and who were allegedly damaged thereby: RALI Series 2007-QS1, RALI Series 2007-QO4, RALI Series 2007-QH4, RALI Series 2006-QO7, RALI Series 2007-QS5, RALI Series 2006-QS7, RALI Series 2007-QO2, RALI Series 2006-QS11, RALI Series 2007-QS4, RALI Series 2006-QA4, RALI Series 2006-QA6, RALI Series 2006-QA7, RALI Series 2006-QA8, RALI Series 2006-QA10, RALI Series 2006-QA11, RALI Series 2007-QA1, RALI Series 2007-QA2, RALI Series 2007-QO3, RALI Series 2007-QA3, RALI Series 2007-QA5, RALI Series 2007-QH8, RALI Series 2007-QH9, RALI Series 2007-QO5, RALI Series 2007-QS11, RALI Series 2007-QS6, RALI Series 2006-QS8, RALI Series 2006-QS9, RALI Series 2007-QS7, RALI Series 2007-QH2, RALI Series 2007-QH5, RALI Series 2007-QH6, RALI Series 2006-QS18, RALI Series 2006-QO10, RALI Series 2006-QO3, RALI Series 2006-QO6, RALI Series 2007-QH3, RALI Series 2007-QS2, RALI Series 2006-QO9, RALI Series 2006-QO8, RALI Series 2006-QO5, RALI Series 2006-QA5, RALI Series 2006-QA9, RALI Series 2006-QH1, RALI Series 2006-QO4, RALI Series 2006-QS5, RALI Series 2006-QS16, RALI Series 2006-QS17, RALI Series 2007-QH1, RALI Series 2007-QO1, RALI Series 2007-QS3, RALI Series 2007-QA4, RALI Series 2007-QH7, RALI Series 2007-QS8, RALI Series 2007-QS10, RALI Series 2006-QS12, RALI Series 2006-QS13, RALI Series 2006-QS6, RALI Series 2007-QS9 and RALI Series 2006-QS15. Notwithstanding the foregoing, “NJ Carpenters Class Members” shall not include (a) the NJ Carpenters Class Opt-Outs, (b) the Private Securities Claimants, or (c) the NJ Carpenters Defendants, and their respective officers, affiliates and directors at all relevant times, members of their immediate families and their legal representatives, executors, estates, administrators, successors and assigns, insurers, or any entity in which any defendants have or

had a controlling interest, provided that any investment company or pooled investment fund (including, but not limited to, mutual fund families, exchange-traded funds, fund of funds, and hedge funds) in which any of the NJ Carpenters Defendants have or may have a direct or indirect interest, or as to which its affiliates may act as investment advisors, but in which any of the NJ Carpenters Defendants or any of their respective affiliates is not a majority owner or does not hold a majority beneficial interest, shall not be deemed an excluded person or entity by definition.

186. “NJ Carpenters Class Opt-Outs” means any persons or entities who exclude themselves from the NJ Carpenters Class Action and the NJ Carpenters Settlement in the manner contemplated by the NJ Carpenters Notice.

187. “NJ Carpenters Defendants” means the NJ Carpenters Non-Settling Defendants and the NJ Carpenters Settling Defendants.

188. “NJ Carpenters Non-Settling Defendants” means Goldman, Sachs & Co., Deutsche Bank Securities Inc., Citigroup Global Markets Inc., and UBS Securities LLC, as well as any other defendant(s) later brought into the NJ Carpenters Class Action (not including the NJ Carpenters Released Parties).

189. “NJ Carpenters Notice” means the Notice of Pendency of Class Action and Proposed Settlement, Settlement Fairness Hearing and Motion for Reimbursement of Litigation Expenses, attached as Exhibit A-1 to the NJ Carpenters Settlement.

190. “NJ Carpenters Plan of Allocation” means the plan of allocation for the NJ Carpenters Claims Distribution to be approved by and under the jurisdiction of the District Court.

191. “NJ Carpenters Released Parties” means (a) the NJ Carpenters Settling Defendants, and (b) with respect to each of the foregoing, as applicable, their parents, subsidiaries, and affiliates and all of their respective past, current, and future respective directors, officers, employees, partners, insurers, co-insurers, reinsurers, agents, controlling shareholders, shareholders, attorneys, accountants, auditors, advisors, investment advisors, personal or legal representatives, predecessors, successors, divisions, joint ventures, assigns, spouses, heirs, related or affiliated entities, and any entity in which any NJ Carpenters Released Party has a controlling interest, and all of their respective property. For the avoidance of doubt, the insurers, co-insurers, and reinsurers listed above do not include the insurers that issued the GM Policies in their capacity as insurers under the GM Policies.

192. “NJ Carpenters Settlement” means the Stipulation and Agreement of Settlement with Certain Defendants, dated as of June 14, 2013, by and among the lead plaintiffs in the NJ Carpenters Class Action and the NJ Carpenters Released Parties, which is subject to the NJ Carpenters Approval.

193. “NJ Carpenters Settling Defendants” means Residential Capital, LLC, Residential Funding Company, LLC, Residential Accredited Loans, Inc., Bruce J. Paradis, Kenneth M. Duncan, Davee L. Olson, Ralph T. Flees, Lisa R. Lundsten, James G. Jones, David M. Bricker, James N. Young and Ally Securities.

194. “Non-Debtor Subsidiaries” means Canada Mortgage Acceptance Corporation; Cap Re of Vermont, LLC; Foreign Obligation Exchange, Inc. 2003-H11; Foreign Obligation Exchange, Inc. 2003-H12; Foreign Obligation Exchange, Inc. 2003-H14; Foreign Obligation Exchange, Inc. 2004-H11; Foreign Obligation Export, Inc.; Flume (No. 8) Limited; GMAC Residential Funding of Canada Limited; GMAC-RFC Auritec, S.A.; GMAC-RFC Espana Hipotecas SL; GMAC-RFC Europe Limited; GMAC-RFC Holdings Limited; GMAC-RFC Property Finance Limited; Investments B.V. GXI; Investments B.V. GXII; Phoenix Residential Securities, LLC; PreEmac 2 NL B.V.; and Viaduct (No. 7) Limited.

195. “Ocwen” means Ocwen Loan Servicing, LLC.

196. “Ocwen APA” means that certain Asset Purchase Agreement, dated as of November 2, 2012, as amended and supplemented, entered into by and among Ocwen, ResCap, RFC, GMACM, ETS, ETS of Washington, Inc., EPRE LLC, GMACM Borrower LLC and RFC Borrower LLC [Docket No. 2246, Ex. 1].

197. “Order of Assessment” means the Order of Assessment of a Civil Money Penalty Issued Upon Consent Pursuant to the Federal Deposit Insurance Act, as amended, dated February 10, 2012.

198. “Original RMBS Settlement Agreements” means, collectively, the Third Amended and Restated RMBS Trust Settlement Agreement between the Debtors and the Steering Committee Consenting Claimants, and the Third Amended and Restated RMBS Trust Settlement Agreement between the Debtors and the Talcott Franklin Consenting Claimants, filed with the Bankruptcy Court on March 15, 2013, as Exhibits 1 and 2, respectively to the *Declaration of LaShann M. DeArcy in further support of Debtors Motion Pursuant to Fed. R. Bankr. P. 9019 for Approval of the RMBS Settlement Agreements* [Docket No. 3220].

199. “Original Settling RMBS Trusts” means those 392 RMBS Trusts covered in the Original RMBS Settlement Agreements.

200. “Other Priority Claim” means any Claim other than an Administrative Claim or Priority Tax Claim that is entitled to priority in payment pursuant to section 507(a) of the Bankruptcy Code.

201. “Other Secured Claim” means any Secured Claim other than a Junior Secured Notes Secured Claim.

202. “Paulson” means funds and accounts managed by Paulson & Co. Inc.

203. “Paydown Order” means the *Order Granting Debtors’ Amended Motion for Entry Under 11 U.S.C. §§ 105 and 363 Authorizing the Debtors to Satisfy Certain Secured Claims* [Docket No. 3967].

204. “Pension Plan” has the meaning set forth in Article IX.E.

205. “Person” means a “person” as such term is defined in section 101(41) of the Bankruptcy Code.

206. “Petition Date” means May 14, 2012.

~~**207.** “PFIC” means a passive foreign investment company as defined in section 1297(a) of the Tax Code or “grantor trust” under section 671-679 of the Tax Code.~~

~~**207.**~~ **208.** “Phase I” means the first phase of the JSN Adversary Proceeding.

~~**208.**~~ **209.** “Plan” means this Joint Chapter 11 Plan proposed by Residential Capital, LLC, *et al.* and the Official Committee of Unsecured Creditors, including all exhibits, addenda, schedules or other attachments hereto, and the Plan Supplement, each of which is incorporated herein by reference, as may be amended, modified, or supplemented from time to time in accordance with the Plan Support Agreement.

~~**209.**~~ ~~**210.**~~ “Plan Documents” means, collectively, the Plan, including all exhibits thereto and the Plan Supplement, the Disclosure Statement and the Confirmation Order.

~~**210.**~~ ~~**211.**~~ “Plan Proponents” means the Debtors and the Creditors’ Committee.

~~**211.**~~ ~~**212.**~~ “Plan Supplement” means a compilation of documents and forms of documents, schedules, and exhibits to the Plan to be Filed on notice to parties-in-interest, and additional documents filed as supplements or amendments to the Plan Supplement including the following: (i) the Assumption Schedule, (ii) the Liquidating Trust Agreement, (iii) the RMBS Claims Trust Agreement, (iv) the Borrower Claims Trust Agreement, (v) the Private Securities Claims Trust Agreement, (vi) the identities of the initial Liquidating Trust Board, (vii) the identities of the initial Liquidating Trust Management, (viii) the identity of the Borrower Claims Trustee and the initial members of the Borrower Claims Trust Committee, (ix) the identity of the Private Securities Claims Trustee, (x) the amount of the Borrower Trust True-Up, (xi) a cooperation agreement by and between the Liquidating Trustee and the Kessler Settlement Class, (xii) the policy numbers for the GM Policies, (xiii) the Liquidating Trust Causes of Action, (xiv) the stipulated amounts of the Allowed Fee Claim, (xv) the Borrower-Related Causes of Action, (xvi) updated RMBS Trust Claims Schedules, (xvii) estimated Ally Contract Claims, (xviii) the identity of the RMBS Claims Trust Trustees, (xix) 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; and (xx) an initial list of Claims proposed to be subordinated under the Plan. The Plan Proponents shall File the Assumption Schedule no later than twenty-one (21) days before the commencement of the Confirmation Hearing, and the remainder of the substantially complete versions of the materials comprising the Plan Supplement no later than ten (10) days prior to the deadline to object to the Plan or such later date as may be approved by the Bankruptcy Court, except as otherwise provided under the Plan.

~~**212.**~~ ~~**213.**~~ “Plan Support Agreement” means the agreement to support the Plan together with all exhibits attached thereto, including the term sheets, dated as of May 13, 2013, by and among the Debtors, Ally, the Creditors’ Committee, and the Consenting Claimants, as the same may be amended or modified in accordance with its terms. [Docket No. 3814, Ex. 3].

213. ~~214.~~ “Plan Trustees” means, collectively, the Liquidating Trustees, the RMBS Claims Trust Trustees, the Borrower Claims Trustee, and the Private Securities Claims Trustee.

214. ~~215.~~ “Plan Trusts” means, collectively, the Liquidating Trust, the RMBS Claims Trust, the Borrower Claims Trust, and the Private Securities Claims Trust.

215. ~~216.~~ “Postpetition Intercompany Balances” means any Claim against a Debtor held by another Debtor based on “Intercompany Transactions” arising pursuant to the Cash Management Order, which Claim is, pursuant to the Cash Management Order, accorded administrative expense status and priority of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code.

216. ~~217.~~ “Priority Tax Claim” means any Claim of a Governmental Unit of the kind specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code, and any secured tax claim arising under section 506(a) or 506(b) of the Bankruptcy Code.

217. ~~218.~~ “Private Securities Claimants” means (i) AIG, (ii) Allstate, (iii) Asset Management Funds d/b/a AMF Funds, AMF Intermediate Mortgage Fund, AMF Ultra Short Mortgage Fund, (iv) Bank Hapoalim B.M., (v) Cambridge Place Investment Management, Inc., in two capacities based on separate actions, (vi) Deutsche Zentra-Genossenschaftsbank, New York Branch, d/b/a DZ Bank AG, New York, DH Holding Trust, (vii) Federal Home Loan Bank of Boston, (viii) Federal Home Loan Bank of Chicago, (ix) Federal Home Loan Bank of Indianapolis, (x) HSH Nordbank AG, HSH Nordbank AG Luxembourg Branch, HSH Nordbank AG New York Branch, HSH Nordbank Securities S.A., (xi) Huntington Bancshares Inc., (xii) IKB Deutsche Industriebank AG, IKB International S.A. in liquidation, (xiv) John Hancock Life Insurance Company (U.S.A.), (xiv) MassMutual, (xv) Principal Life Insurance Company, Principal Funds, Inc., Principal Variable Contracts Funds, Inc., (xvi) Prudential, (xvii) Sealink Funding Limited, (xviii) Sticing Pensioenfonds ABP, (xix) The Union Central Life Insurance Company/Ameritas Life Insurance Corp./Acacia Life Insurance Company, and (xx) 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., all in their capacity as holders of Private Securities Claims.

218. ~~219.~~ “Private Securities Claims” means those securities litigation claims against the Debtors, including claims against the Debtors and Ally, arising from the purchase or sale of RMBS, held by the Private Securities Claimants.

219. ~~220.~~ “Private Securities Claims Trust” means the trust established for the benefit of the holders of the Private Securities Claims.

220. ~~221.~~ “Private Securities Claims Trust Agreement” means that certain trust agreement, the form of which shall be included in the Plan Supplement, that, among other things, sets forth the criteria, methodology and procedures for making distributions to holders of Private Securities Claims.

221. ~~222.~~ “Private Securities Claims Trust Unit Distribution” means the number of Units to be issued by the Liquidating Trust to the Private Securities Claims Trust on the Initial Unit Distribution Date, which shall equal 9,545,578 Units, representing 9.55% of the Total Initial Units Outstanding, subject to the adjustment as provided in Article IV.J.

222. ~~223.~~ “Private Securities Claims Trustee” means the Person selected to serve as trustee of the Private Securities Claims Trust. The identity of the Person to serve as the Private Securities Claims Trustee as of the Effective Date will be set forth in the Plan Supplement.

223. ~~224.~~ “Pro Rata Share” means, with respect to any Claim, at any time, the proportion that the amount of such Claim in a particular Class or group of Classes bears to the aggregate amount of all Claims (including Disputed Claims) in such Class or group of Classes, unless in each case the Plan provides otherwise. The amount of a Disputed Claim shall be the amount of such Claim as estimated in accordance with the provisions of Article VIII.D, and as such definition is used in Article III.D.1(d), Article III.D.2(d) and Article III.D.3(d), the Claim amounts shall be determined as of the Initial Unit Distribution Record Date.

224. ~~225.~~ “Pro Rata Unit Share” means, with respect to a Unitholder at any time, the fraction (which may be expressed as a percentage) equal to the number of Units held by such Unitholder divided by the Total Units Outstanding at that time.

225. ~~226.~~ “Professional” means any Person or Entity: (a) employed in the Chapter 11 Cases under a Final Order in accordance with sections 327, 328 or 1103 of the Bankruptcy Code and compensated for services rendered prior to or on the Effective Date under sections 327, 328, 329, 330, or 331 of the Bankruptcy Code or (b) for which the Bankruptcy Court has allowed compensation and reimbursement under section 503(b)(4) of the Bankruptcy Code.

226. ~~227.~~ “Professional Claim” means a Claim by a Professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred from and after the Petition Date through and including the Effective Date under sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code.

227. ~~228.~~ “Proof of Claim” means a written proof of Claim Filed against any Debtor in the Chapter 11 Cases.

228. ~~229.~~ “Prudential” means Prudential Insurance Company of America and its subsidiaries and affiliates.

229. ~~230.~~ “Recognized Additional R+W Claims” has the meaning set forth in Article IV.C.3.a.ii.2.

230. ~~231.~~ “Recognized Cure Claims” has the meaning set forth in Article IV.C.3.a.i.

231. ~~232.~~ “Recognized Original R+W Claims” has the meaning set forth in Article IV.C.3.a.ii.1.

232. ~~233.~~ “Recognized RMBS Claims” means (i) Recognized Cure Claims, (ii) Recognized Original R+W Claims, (iii) Recognized Additional R+W Claims, and (iv) Recognized Unsecured Servicing Claims.

233. ~~234.~~ “Recognized Unsecured Servicing Claims” has the meaning set forth in Article IV.C.3.a.iii.

234. ~~235.~~ “Registered Holder” means the registered holders of the Junior Secured Notes and the Senior Unsecured Notes issued pursuant to the Indentures.

235. ~~236.~~ “Rejection Damages Claim Bar Date” means the date that is (a) with respect to an Executory Contract or Unexpired Lease that is rejected pursuant to the Plan, forty-five (45) days after the Effective Date, or (b) with respect to an Executory Contract or Unexpired Lease that is otherwise rejected, the applicable bar date established by the Bar Date Order or other order of the Bankruptcy Court.

236. ~~237.~~ “Released Claims” means Claims, Equity Interests, Causes of Action or liabilities that: (i) have been discharged, terminated, or satisfied pursuant to the terms of the Plan; (ii) have been released pursuant to the Plan; or (iii) are subject to exculpation pursuant to the Plan.

237. ~~238.~~ “Released Party” means the Liquidating Trust, and each Ally Released Party, Debtor Released Party, and Exculpated Party, or the property or Estate of any Entity so released, discharged or exculpated.

238. ~~239.~~ “REMIC” means a real estate mortgage investment conduit as defined in section 860D(a) of the Tax Code.

239. ~~240.~~ “Representatives” means a person’s or entity’s former and current officers, former and current directors, former and current principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, and other professionals, each solely in its capacity as such; provided, that in the case of Ally and the Debtors, “Representatives” shall not include an underwriter that is unaffiliated with Ally or the Debtors against which an Investor has a pending or tolled Cause of Action. For the avoidance of doubt, Lewis Kruger shall be deemed to be a Representative of the Debtors.

240. ~~241.~~ “ResCap” means Residential Capital LLC.

241. ~~242.~~ “ResCap Debtors” means ResCap, GMACM Holding, and RFC Holding.

242. ~~243.~~ “ResCap Debtors Unit Distribution” means 30,413,337 Units, representing 30.41% of the Total Initial Units Outstanding, subject to the adjustment as provided in Article IV.J.

243. ~~244.~~ “ResCap Unsecured Claims” means the Senior Unsecured Notes Claims and General Unsecured Claims, in each case against the ResCap Debtors.

244. ~~245.~~ “Revolving Credit Facility” means that certain Amended and Restated Credit Agreement, dated as of December 30, 2009 (as amended, supplemented or otherwise modified), by and among AFI as initial lender and agent, Wells Fargo, N.A. as first priority collateral agent, RFC and GMACM as borrowers, and ResCap and certain other affiliates of the borrowers as guarantors.

245. ~~246.~~ “Revolving Credit Facility Claims” means any Claim held by Ally for default interest or fees under the Revolving Credit Facility.

246. ~~247.~~ “RFC” means Residential Funding Company, LLC.

247. ~~248.~~ “RFC Debtors” means each of the following Debtor subsidiaries of RFC Holding: RFC; DOA Holding Properties, LLC; DOA Properties IX (Lots-Other), LLC; EPRE LLC; Equity Investment I, LLC; GMAC Model Home Finance I, LLC; HFN REO SUB II, LLC; Homecomings Financial Real Estate Holdings, LLC; Homecomings Financial, 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 Funding Mortgage Exchange, LLC; Residential Funding Mortgage Securities I, Inc.; Residential Funding Mortgage Securities II, Inc.; Residential Funding 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.

248. ~~249.~~ “RFC Debtors Unit Distribution” means 32,995,746 Units, representing 33.00% of the Total Initial Units Outstanding, subject to the adjustment as provided in Article IV.J.

249. ~~250.~~ “RFC Holding” means GMAC-RFC Holding Company, LLC.

250. ~~251.~~ “RFC Pool” has the meaning set forth in Article IV.C.2(a).

251. ~~252.~~ “RFC Unsecured Claims” means the RMBS Trust Claims and General Unsecured Claims, in each case against the RFC Debtors.

252. ~~253.~~ “RFC Weighted Claim” has the meaning set forth in Article IV.C.3(d).

253. ~~254.~~ “RMBS” means residential mortgage-backed securities, notes and certificates issued by the RMBS Trusts.

254. ~~255.~~ “RMBS Claims Trust” means the trust established for the benefit of the RMBS Trusts that have Recognized RMBS Claims, which shall be treated by all parties, including, without limitation, the Debtors, the RMBS Claims Trust Trustees, and the RMBS Trustees as a “qualified settlement fund” within the meaning of 468B of the Tax Code and the Treasury Regulations thereunder.

255. ~~256.~~ “RMBS Claims Trust Agreement” means that certain trust agreement, the form of which shall be included in the Plan Supplement, that, among other things, sets forth the

criteria, methodology and procedures for making distributions to RMBS Trusts having Recognized RMBS Claims.

256. ~~257.~~ “RMBS Claims Trust Trustees” means the Persons selected to serve as trustees of the RMBS Claims Trust, which may be one or more of the RMBS Trustees. The identity of the Persons to serve as the RMBS Claims Trustees as of the Effective Date will be set forth in the Plan Supplement.

257. ~~258.~~ “RMBS Cure Claims” means all claims of RMBS Trusts against the Debtors other than RMBS R+W Claims, including, without limitation, all claims of RMBS Trusts against the Debtors based on servicing obligations and other obligations of the Debtors as servicers and otherwise that were outstanding as of the date of the closing of the sale of the Debtors’ servicing platform to Ocwen, that became due and owing after such closing date, or that become due and owing, as a result of pre-closing actions of the Debtors as servicers and were required to be cured prior to the assumption and assignment to Ocwen pursuant to section 365(b)(1)(A) of the Bankruptcy Code.

258. ~~259.~~ “RMBS R+W Claims” means claims of the RMBS Trusts against the Debtors arising from any obligations or liability in respect of the origination and sale of mortgage loans to the RMBS Trusts.

259. ~~260.~~ “RMBS Settlement” means, as part of the Global Settlement, the settlement that provides for the allowance, priority, and allocation of the RMBS Trust Claims, through approval of the Original RMBS Settlement Agreements as expanded, modified and superseded as set forth in Article IV.C of the Plan.

260. ~~261.~~ “RMBS Trust Allocation Protocol” means the provisions set forth in Article IV.C.3 of the Plan.

261. ~~262.~~ “RMBS Trust Claims” means all the claims, including RMBS Cure Claims and RMBS R+W Claims, of the RMBS Trusts against the Debtors which shall be Allowed under Article IV.C.2(a) of the Plan as non-subordinated unsecured Claims.

262. ~~263.~~ “RMBS Trust Claims Schedules” means Schedules 1-G, 1-R, 2-G, 2-R, 3-G, 3-R, 4-G and 4-R attached to the Plan, as amended and restated when filed as part of the Plan Supplement, and as updated as of the Effective Date as contemplated by Article IV.C.

263. ~~264.~~ “RMBS Trusts” means all residential mortgage backed securitization trusts, net interest margin trusts and similar residential mortgage backed trusts for which the Debtors act as sponsor, depositor, servicer, master servicer or in similar capacities, or a Loan Group in such RMBS Trust, as applicable.

264. ~~265.~~ “RMBS Trustees” means BNY Mellon, DB, USB, HSBC, LDTC, and WFB.

265. ~~266.~~ “Schedules” means the Debtors’ schedules of assets and liabilities and statements of financial affairs, Filed under section 521 of the Bankruptcy Code and the Bankruptcy Rules, as amended, supplemented, or modified.

266. ~~267.~~ “Secured Claim” means any Claim that is (a) secured by a Lien on collateral, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Court order, to the extent of the value of such collateral, as determined in accordance with section 506(a) of the Bankruptcy Code, or (b) subject to a valid right of setoff under section 553 of the Bankruptcy Code.

267. ~~268.~~ “Senior Unsecured Noteholders” means the beneficial holders of Senior Unsecured Notes.

268. ~~269.~~ “Senior Unsecured Notes” means the United States dollar denominated notes maturing between June 2012 and June 2015, euro denominated notes that matured in May 2012, and U.K. sterling denominated notes maturing between May 2013 and July 2014, each issued by ResCap pursuant to the Senior Unsecured Notes Indenture.

269. ~~270.~~ “Senior Unsecured Notes Claim” means any Claim under or evidenced by the Senior Unsecured Notes, which shall be deemed Allowed against the ResCap Debtors in an amount of \$1,003,327,213.90.

270. ~~271.~~ “Senior Unsecured Notes Indenture” means that certain Indenture, dated as of June 24, 2005, between ResCap, any guarantors party thereto, and the Senior Unsecured Notes Indenture Trustee, as supplemented from time to time.

271. ~~272.~~ “Senior Unsecured Notes Indenture Trustee” means Wilmington Trust, as successor indenture trustee with respect to the Senior Unsecured Notes, and as paying agent, calculation agent and registrar with respect to the United States Dollar Senior Unsecured Notes, under the Senior Unsecured Notes Indenture, together with its respective successors and assigns in such capacity.

272. ~~273.~~ “Senior Unsecured Notes Indenture Trustee Charging Lien” means the Liens and other priority in payment and rights available to the Senior Unsecured Notes Indenture Trustee under the Senior Unsecured Notes Indenture or otherwise available to the Senior Unsecured Notes Indenture Trustee under applicable law, for the payment of Senior Unsecured Notes Indenture Trustee Fees and Expenses.

273. ~~274.~~ “Senior Unsecured Notes Indenture Trustee Fees and Expenses” means the reasonable fees, costs, expenses and indemnity claims of the Senior Unsecured Notes Indenture Trustee, including, but not limited to, the fees, costs and expenses of the Senior Unsecured Notes Indenture Trustees’ counsel and financial advisors.

274. ~~275.~~ “Senior Unsecured Notes Indenture Trustee Reserve” means the reserve of Cash to be funded from the initial Cash distribution issued on account of the Senior Unsecured Notes Claims, and held by the Senior Unsecured Notes Indenture Trustee for the payment of future projected accrued and unpaid, Senior Unsecured Notes Indenture Trustee Fees and Expenses.

275. ~~276.~~ “Servicing Agreement” means either a “Pooling and Servicing Agreement” or an integrated set of “Servicing Agreements,” “Mortgage Loan Purchase Agreements,”

“Indentures,” and/or “Trust Agreements,” which, when combined, provide for, among other things, the servicing of the mortgage loans held by an RMBS Trust.

276. ~~277.~~ “Settlement Insurance Policies” means all directors & officers and errors & omissions insurance policies with policy periods between November 2006 and the Effective Date which provide coverage to Ally or its Representatives as well as to the Debtors and/or their Representatives.

277. ~~278.~~ “Settling Parties” means each of the following in its capacity as such: the Debtors, the Creditors’ Committee, Ally, and the Consenting Claimants.

278. ~~279.~~ “Settling Private Securities Claimants” means each of AIG, Allstate, MassMutual and Prudential.

279. ~~280.~~ “States” means the District of Columbia and the fifty states of the United States.

280. ~~281.~~ “Steering Committee Consenting Claimants” means certain Investors in RMBS backed by mortgage loans held by RMBS Trusts associated with securitizations sponsored by the Debtors between 2004 and 2007 and represented by Kathy D. Patrick of Gibbs & Bruns LLP and Keith H. Wofford of Ropes & Gray LLP.

281. ~~282.~~ “Supporting Senior Unsecured Noteholders” means the holders of the Senior Unsecured Notes that have executed or joined the Plan Support Agreement.

282. ~~283.~~ “Talcott Franklin Consenting Claimants” means certain Investors in RMBS backed by mortgage loans held by RMBS Trusts associated with securitizations sponsored by the Debtors between 2004 and 2007 represented by Talcott Franklin of Talcott Franklin, P.C., Carter Ledyard & Milburn LLP and Miller Johnson.

283. ~~284.~~ “Tax Code” means the Internal Revenue Code of 1986, as amended.

284. ~~285.~~ “Tax Lien” has the meaning set forth in Article II.C.

285. ~~286.~~ “Third Party Release” means the release set forth in Article IX.D.

286. ~~287.~~ “Total Units Outstanding” means 100 million Units, which is the total number of Units to be issued by the Liquidating Trust pursuant to the Plan.

287. ~~288.~~ “Treasury Regulations” means the Treasury regulations promulgated under the Tax Code.

288. ~~289.~~ “Unexpired Lease” means a lease to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

289. ~~290.~~ “Unimpaired” means, with respect to any Class, a Class that is not Impaired.

290. ~~291.~~ “Unit Distribution Date” means a date or dates established pursuant to the Liquidating Trust Agreement or otherwise determined by the Liquidating Trust Board, as of which a distribution of Units shall be made to Liquidating Trust Unit Beneficiaries that are holders of Disputed Claims that became Allowed, in whole or in part.

291. ~~292.~~ “Unit Issuance Percentage” means, in the case of the GMACM Debtors, 27.05%; in the case of the ResCap Debtors, 30.41%; in the case of the RFC Debtors, 33.00%; and in the case of the Private Securities Claims Trust, 9.55%.

292. ~~293.~~ “United States” means the United States of America, its agencies, departments, and agents.

293. ~~294.~~ “Unitholders” means holders of Units.

294. ~~295.~~ “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 Unit Share of Distributable Cash.

295. ~~296.~~ “Unknown” as used in the definition of NJ Carpenters Claims, means any and all NJ Carpenter Claims that any NJ Carpenters Class Member does not know or suspect to exist in his, her or its favor at the time of the release, which if known by him, her or it might have affected his, her or its settlement with and release of the NJ Carpenters Released Parties, or might have affected his, her or its decision not to object to the NJ Carpenters Settlement or not exclude himself, herself or itself from the settlement class. With respect to any and all NJ Carpenters Claims, the parties stipulated and agreed under the NJ Carpenters Settlement that, upon the Effective Date, the NJ Carpenters Class Members shall expressly waive, and shall be deemed to have waived, and by operation of the order approving the NJ Carpenters Settlement, shall have expressly waived, to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by Cal. Civ. Code § 1542 (to the extent it applies to the Action), and any law of any state or territory of the United States, or principle of common law, or the law of any foreign jurisdiction, that is similar, comparable or equivalent to Cal. Civ. Code § 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

296. ~~297.~~ “Unsecured Claims” means, collectively, the GMACM Unsecured Claims, the ResCap Unsecured Claims and the RFC Unsecured Claims.

297. ~~298.~~ “USB” means U.S. Bank National Association solely in its capacity as trustee, indenture trustee, securities administrator, co-administrator, paying agent, grantor trustee, master servicer, custodian and/or similar agency capacities in respect of certain of the RMBS Trusts.

298. ~~299.~~ “U.S. Trustee” means the United States Trustee for the Southern District of New York.

299. ~~300.~~ “U.S. Trustee Fees” means fees arising under 28 U.S.C. § 1930, and, to the extent applicable, accrued interest thereon arising under 31 U.S.C. § 3717.

300. ~~301.~~ “Voting Deadline” means the date set forth in the order of the Bankruptcy Court approving the Disclosure Statement as the deadline for, among other things, voting to accept or reject the Plan.

301. ~~302.~~ “Walter” means Walter Investment Management Corporation.

302. ~~303.~~ “WFB” means Wells Fargo Bank, N.A. solely in its capacity as trustee, indenture trustee, securities administrator, co-administrator, paying agent, grantor trustee, master servicer, custodian, and/or similar agency capacities in respect of certain of the RMBS Trusts.

303. ~~304.~~ “Wilmington Trust” means Wilmington Trust, National Association, not individually, but solely in its capacity as Senior Unsecured Notes Indenture Trustee.

B. Rules of Construction

For the purposes of the Plan: (1) any term used in capitalized form that is not defined in the Plan, but that is defined in the Bankruptcy Code or the Bankruptcy Rules, has the meaning assigned to such term in the Bankruptcy Code or the Bankruptcy Rules, as applicable; (2) in the appropriate context, each term, whether stated in the singular or the plural, includes both the singular and the plural, and pronouns stated in the masculine, feminine, or neutral gender include the masculine, feminine, and the neutral gender; (3) unless otherwise stated herein, any reference in the Plan to an existing document or exhibit having been Filed or to be Filed shall mean that document or exhibit, as it may thereafter be amended, modified, or supplemented; (4) except as otherwise provided in the Plan, all references in the Plan to “Articles” are references to Articles of the Plan; (5) except as otherwise provided in the Plan, the words “herein,” “hereof,” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (6) the words “includes” and “including” are not limiting and mean that the things specifically identified are set forth for purposes of illustration, clarity, or specificity and do not in any respect qualify, characterize, or limit the generality of the class within which such things are included; (7) any reference to an Entity or a Person as a holder of a Claim or Equity Interest includes that Entity’s or Person’s successors, assigns, and affiliates; (8) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (9) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (10) any immaterial effectuating provisions may be interpreted by the Plan Proponents or the Liquidating Trust, as applicable, in a manner that is consistent with the overall purpose and intent of the Plan, all without further order of the Bankruptcy Court.

C. Computation of Time

Except as otherwise provided in the Plan, Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed in the Plan.

D. Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws that would require application of the law of another jurisdiction, shall govern the rights, obligations, construction, and implementation of the Plan, and any agreements, securities, instruments, or other documents executed or delivered in connection with the Plan (except as otherwise set forth in those documents, in which case the governing law of such documents shall control); provided, however, that governance matters relating to the Debtors, the Liquidating Trust, the Borrower Claims Trust, the RMBS Claims Trust, or the Private Securities Claims Trust, as applicable, shall be governed by the laws of the State of incorporation or formation thereof.

ARTICLE II.

**ADMINISTRATIVE CLAIMS, PROFESSIONAL CLAIMS, PRIORITY TAX CLAIMS,
AND U.S. TRUSTEE FEES**

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Professional Claims, Priority Tax Claims and U.S. Trustee Fees have not been classified and, therefore, are excluded from the Classes of Claims and Equity Interests set forth in Article III and shall have the following treatment:

A. Administrative Claims

1. Treatment of Administrative Claims Other than Professional Claims.

Unless otherwise agreed to by the holder of an Allowed Administrative Claim, or set forth in an order of the Bankruptcy Court, the Liquidating Trust will pay each holder of an Allowed Administrative Claim (other than holders of Professional Claims and Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code) the full unpaid amount of such Claim in Cash: (1) if the Administrative Claim is Allowed before the Effective Date, on the Effective Date, or as soon as practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due, or as soon as practicable thereafter); or (2) if the Administrative Claim is Allowed on or after the Effective Date, on the date such Administrative Claim is Allowed, or as soon as practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due, or as soon as practicable thereafter); provided, however, that Allowed Administrative Claims other than Professional Claims that arise in the ordinary course of the Debtors' business shall be paid in the ordinary course of business in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to, such transactions; provided further, however, that accrued and unpaid Postpetition Intercompany Balances shall be satisfied pursuant to the Cash Management Order without further application or order of the Bankruptcy Court. On or after the Effective Date, the Liquidating Trust may settle and pay any Administrative Claim in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

2. Administrative Claims Bar Date

Except as provided for herein or in any order of the Bankruptcy Court, and subject to section 503(b)(1)(D) of the Bankruptcy Code, holders of Administrative Claims (other than holders of Administrative Claims paid in the ordinary course of business, holders of Professional Claims, holders of Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code, and holders of Postpetition Intercompany Balances) must File and serve on the Plan Proponents or the Liquidating Trust, as applicable, requests for the payment of such Administrative Claims not already Allowed by Final Order in accordance with the procedures specified in the Confirmation Order, on or before the Administrative Claim Bar Date or be forever barred, estopped, and enjoined from asserting such Claims against the Debtors, the Plan Trusts, or their assets or properties, and such Claims shall be deemed discharged as of the Effective Date.

B. Professional Claims

1. Final Fee Applications

All final requests for Professional Claims must be Filed no later than seventy-five (75) days after the Effective Date. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior Bankruptcy Court orders, the Allowed amounts of such Professional Claims will be determined by the Bankruptcy Court.

2. Professional Claims

The amount of Professional Claims owing to the Professionals will be paid in Cash to such Professionals by the Liquidating Trust, or at the Liquidating Trust's direction, without interest or other earnings therefrom, when such Claims are approved by the Bankruptcy Court; provided, that notwithstanding the foregoing, on the Effective Date, the Debtors shall pay (1) Centerview's full In-Court Transaction Fee (as defined in paragraph 3(b) of the engagement letter by and between Centerview and the Debtors), (2) Moelis' full Restructuring Fee (as defined in paragraph 2 of the engagement letter between Moelis and the Creditors' Committee), and (3) FTI's full Completion Fee (as defined in paragraph 3 of the addendum to the engagement letter between FTI and the Debtors, as amended); provided, further, that Centerview and Moelis shall File final requests for Professional Claims in accordance with Section II.B.1 above.

3. Post-Effective Date Fees and Expenses

Except as otherwise specifically provided in the Plan, the Liquidating Trust shall pay in Cash the reasonable legal, professional, or other fees and expenses incurred by the Professionals 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. Upon the Effective Date, any requirement that Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and Professionals may be employed and paid in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

C. Priority Tax Claims

Except to the extent that a holder of an Allowed Priority Tax Claim agrees to a less favorable treatment or has been paid by any applicable Debtor prior to the Effective Date, the Liquidating Trust shall pay each holder of an Allowed Priority Tax Claim, in full and final satisfaction, settlement, release, and discharge of such Allowed Priority Tax Claim, in accordance with Bankruptcy Code section 1129(a)(9)(C), the full unpaid amount of such Allowed Priority Tax Claim in Cash on, or as soon as practicable after, the latest of: (1) the Effective Date; (2) the date such Allowed Priority Tax Claim becomes Allowed; or (3) in regular payments over a period of time not to exceed five (5) years after the Petition Date with interest at a rate determined in accordance with section 511 of the Bankruptcy Code, provided, that such Allowed Priority Tax Claims shall not be treated in a manner less favorable than the most favored nonpriority Unsecured Claim provided for by the Plan (other than Cash payments made to a class of creditors under section 1122(b)), and provided, further, that such election shall be without prejudice to the Liquidating Trust's right to prepay such Allowed Priority Tax Claim in full or in part without penalty. To the extent a holder of an Allowed Priority Tax Claim holds a valid lien (a "Tax Lien") for outstanding and unpaid real property taxes against property of the Debtors or the Liquidating Trust, as applicable, any liens imposed on account of such Claim shall remain unimpaired until such Allowed Priority Tax Claim is paid in full.

D. U.S. Trustee Fees

On the Effective Date or as soon as practicable thereafter, the Liquidating Trust shall pay all U.S. Trustee Fees that are due and owing on the Effective Date. For the avoidance of doubt, nothing in the Plan shall release the Liquidating Trust from its obligation to pay all U.S. Trustee Fees due and owing after the Effective Date before a Final Order is entered by the Bankruptcy Court concluding or closing the Chapter 11 Cases.

ARTICLE III.

CLASSIFICATION, TREATMENT, AND VOTING OF CLAIMS AND EQUITY INTERESTS

A. Classification of Claims and Equity Interests

Pursuant to section 1122 of the Bankruptcy Code, set forth below is a designation of Classes of Claims and Equity Interests. A Claim or Equity Interest is placed in a particular Class for the purposes of voting on the Plan and receiving distributions pursuant to the Plan only to the extent that such Claim or Equity Interest has not been paid, withdrawn or otherwise settled before (i) the Claims Record Date for voting purposes, or (ii) the time at which distributions are made with respect to such Claims or Equity Interests pursuant to the Plan for distribution purposes.

B. Record Date for Claims

As of the Claims Record Date, the transfer registers for each Class of Claims or Equity Interests (other than for publicly traded securities), as maintained by the Debtors or their agents, shall be deemed closed and there shall be no further changes made to reflect any new record

holders of any such Claims or Equity Interests. The Debtors and the Liquidating Trust shall have no obligation to recognize any transfer of such Claims or Equity Interests occurring on or after the Claims Record Date.

C. Summary of Classification and Class Identification

i. Except for Claims addressed in Article II, all Claims and Equity Interests are classified in the Classes set forth in this Article III in accordance with section 1122 of the Bankruptcy Code. A Claim or Equity Interest is classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Equity Interest qualifies within the description of such other Classes. A Claim or Equity Interest is also classified in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim or Equity Interest is an Allowed Claim or Allowed Equity Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date. In no event shall any holder of an Allowed Claim be entitled to receive payments under this Plan that, in the aggregate, exceed the Allowed amount of such holder's Claim.

ii. Although the Plan applies to all of the Debtors, (a) the Plan constitutes fifty-one (51) distinct chapter 11 plans, one for each Debtor; and (b) for voting purposes, each class of the Debtor Groups will contain sub-classes for each of the Debtors within a particular Debtor Group. The Plan groups the Debtors into three Debtor Groups (the ResCap Debtors, the GMACM Debtors and the RFC Debtors) solely for purposes of describing treatment under the Plan and making distributions under the Plan. Such grouping shall not affect any Debtor's status as a separate legal entity, change the organizational structure of the Debtors' business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger or consolidation of any legal entities, nor cause the transfer of any assets; and, except as otherwise provided by or permitted in the Plan, all Debtors shall continue to exist as separate legal entities. For voting purposes, each Class of the Debtor Groups will contain sub-classes for each of the Debtors within a particular Debtor Group (*e.g.*, there will be three (3) sub-Classes for each Class of the ResCap Debtors, twenty-one (21) sub-Classes for each Class of the GMACM Debtors (provided, that, in lieu of Class GS-4A, the Plan for ETS contains a sub-Class, Class GS-4B, for ETS Unsecured Claims), and twenty-seven (27) sub-Classes for each Class of the RFC Debtors, and many of the sub-Classes may be vacant). Notwithstanding the foregoing, the Plan Proponents reserve the right to seek approval of the Bankruptcy Court to consolidate any two or more Debtors for purposes of administrative convenience, provided that such consolidation does not materially and adversely impact the amount of distributions to any Person under the Plan and is in accordance with the terms of the Plan Support Agreement.

iii. Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for the purposes of Confirmation by acceptance of the Plan by an Impaired Class of Claims; provided, however, that in the event no holder of a Claim with respect to a specific Class for a particular Debtor timely submits a Ballot indicating acceptance or rejection of the Plan, such Class will be deemed to have accepted the Plan. The Plan Proponents shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Equity Interests. The Plan Proponents reserve the right to modify the Plan in accordance with Article

XI.A hereof, including the right to withdraw the Plan as to an individual Debtor at any time before the Effective Date.

iv. The following are tables assigning each Class a letter and number designation for purposes of identifying each separate Class, a description of whether that Class is Impaired, and the Class' voting rights:

1. ResCap Debtors

Class	Designation	Impairment	Entitled to Vote
R-1	Other Priority Claims	Unimpaired	No (presumed to accept)
R-2	Other Secured Claims	Unimpaired	No (presumed to accept)
R-3	Junior Secured Notes Claims	Impaired/ Unimpaired	Yes/No (presumed to accept)
R-4	ResCap Unsecured Claims	Impaired	Yes
R-5	Borrower Claims	Impaired	Yes
R-6	Private Securities Claims	Impaired	Yes
R-7	NJ Carpenters Claims	Impaired	Yes
R-8	General Unsecured Convenience Claims	Impaired	Yes
R-9	Intercompany Balances	Impaired	No (deemed to reject)
R-10	Equity Interests	Impaired	No (deemed to reject)
R-11	FHFA Claims	Impaired	Yes
R-12	Revolving Credit Facility Claims	Impaired	Yes

2. GMACM Debtors

Class	Designation	Impairment	Entitled to Vote
GS-1	Other Priority Claims	Unimpaired	No (presumed to accept)
GS-2	Other Secured Claims	Unimpaired	No (presumed to accept)
GS-3	Junior Secured Notes Claims	Impaired/ Unimpaired	Yes/No (presumed to accept)
GS-4A	GMACM Unsecured Claims	Impaired	Yes
GS-4B	ETS Unsecured Claims	Impaired	Yes
GS-5	Borrower Claims	Impaired	Yes
GS-6	Private Securities Claims	Impaired	Yes
GS-7	General Unsecured Convenience Claims	Impaired	Yes
GS-8	Intercompany Balances	Impaired	No (deemed to reject)
GS-9	Equity Interests	Impaired	No (deemed to reject)
GS-10	Revolving Credit Facility Claims	Impaired	Yes

3. RFC Debtors

Class	Designation	Impairment	Entitled to Vote
RS-1	Other Priority Claims	Unimpaired	No (presumed to accept)
RS-2	Other Secured Claims	Unimpaired	No (presumed to accept)
RS-3	Junior Secured Notes Claims	Impaired/ Unimpaired	Yes/No (presumed to accept)
RS-4	RFC Unsecured Claims	Impaired	Yes
RS-5	Borrower Claims	Impaired	Yes
RS-6	Private Securities Claims	Impaired	Yes
RS-7	NJ Carpenters Claims	Impaired	Yes
RS-8	General Unsecured Convenience Claims	Impaired	Yes
RS-9	Intercompany Balances	Impaired	No (deemed to reject)
RS-10	Equity Interests	Impaired	No (deemed to reject)
RS-11	FHFA Claims	Impaired	Yes
RS-12	Revolving Credit Facility Claims	Impaired	Yes

D. Treatment of Claims and Equity Interests

Except to the extent that a holder of an Allowed Claim or Equity Interest, as applicable, agrees to a less favorable treatment, such holder shall, in full and final satisfaction, settlement, release, and discharge of and in exchange for such holder’s Allowed Claim or Equity Interest, receive the treatment described below under the Plan.

1. Claims Against and Equity Interests in the ResCap Debtors

(a) Class R-1 – Other Priority Claims

- (i) Classification: Class R-1 consists of all Allowed Other Priority Claims against the ResCap Debtors.
- (ii) Treatment: In full and final satisfaction of the Other Priority Claims in Class R-1, on or as soon as practicable after the Effective Date, each holder of an Allowed Other Priority Claim in Class R-1 shall receive one of the following treatments on account of such Claim, as determined by the Plan Proponents prior to the Effective Date or the Liquidating Trust, following the Effective Date: (a) payment in full in Cash, or (b) treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code; provided, that Other Priority Claims that arise in the ordinary course of the Debtors’ business and that are not due and payable on or before the Effective Date will be paid in the ordinary course of business in accordance with the terms thereof.
- (iii) Voting: Class R-1 is Unimpaired. Pursuant to Bankruptcy Code section 1126(f), holders of Allowed Class R-1 Claims are conclusively presumed to accept the Plan.

(b) Class R-2 – Other Secured Claims

- (i) Classification: Class R-2 consists of all Allowed Other Secured Claims against the ResCap Debtors.
- (ii) Treatment: In full and final satisfaction of the Other Secured Claims in Class R-2, on or as soon as practicable after the Effective Date, each holder of an Allowed Other Secured Claim in Class R-2 shall receive one of the following treatments on account of such Claim as determined by the Plan Proponents prior to the Effective Date, or the Liquidating Trust, following the Effective Date: (a) payment in full in Cash, including any interest, at the non-default rate (or such other rate as may be ordered by the Court), required to be paid pursuant to section 506(b) of the Bankruptcy Code, or (b) the collateral securing its Allowed Other Secured Claim.
- (iii) Voting: Class R-2 is Unimpaired. Pursuant to Bankruptcy Code section 1126(f), holders of Allowed Class R-2 Claims are conclusively presumed to accept the Plan.

(c) Class R-3 – Junior Secured Notes Claims

- (i) Classification: Class R-3 consists of all Allowed Junior Secured Notes Claims against the ResCap Debtors.
- (ii) Treatment: In full and final satisfaction of the Junior Secured Notes Claims in Class R-3, on or as soon as practicable after the Effective Date, each holder of an Allowed Junior Secured Notes Claim in Class R-3 shall receive payment in full for the Allowed amount of such Junior Secured Notes Claim as determined by the Bankruptcy Court in Phase I of the JSN Adversary Proceeding or at the Confirmation Hearing.²
- (iii) Voting: Class R-3 is Impaired. Holders of Allowed Class R-3 Claims are entitled to vote to accept or reject the Plan; provided that if the Bankruptcy Court makes a finding in the JSN Adversary Proceeding that the Junior Secured Notes Claims are oversecured such that they are entitled to payment in full in an amount that will render them unimpaired, and the Plan Proponents pay them in full in Cash on or as soon as practicable after the Effective Date, then holders of Allowed Class R-3

² To the extent the Bankruptcy Court determines that the Junior Secured Noteholders are oversecured and entitled to post-petition interest, the Plan Proponents reserve the right to seek payment of such post-petition interest over time by separate motion upon terms subject to the approval of the Bankruptcy Court.

Claims will be conclusively presumed to accept the Plan and such votes will not be counted.

- (d) Class R-4 – ResCap Unsecured Claims
- (i) Classification: Class R-4 consists of all Allowed ResCap Unsecured Claims.
 - (ii) Treatment: In full and final satisfaction of the ResCap Unsecured Claims in Class R-4, as soon as practicable after the Effective Date, each holder of an Allowed ResCap Unsecured Claim in Class R-4 shall receive its Pro Rata Share of the ResCap Debtors Unit Distribution.
 - (iii) Voting: Class R-4 is Impaired. Holders of Allowed Class R-4 Claims are entitled to vote to accept or reject the Plan.
- (e) Class R-5 – Borrower Claims
- (i) Classification: Class R-5 consists of all Allowed Borrower Claims against the ResCap Debtors.
 - (ii) Treatment: In full and final satisfaction of the Borrower Claims in Class R-5, as soon as practicable after the Effective Date, holders of Allowed Borrower Claims in Class R-5 shall receive their allocated share of Cash available for distribution from the Borrower Claims Trust, in accordance with the methodology and procedures set forth in the Borrower Claims Trust Agreement.
 - (iii) Voting: Class R-5 is Impaired. Holders of Allowed Class R-5 Claims are entitled to vote to accept or reject the Plan.
- (f) Class R-6 – Private Securities Claims
- (i) Classification: Class R-6 consists of all Allowed Private Securities Claims against the ResCap Debtors.
 - (ii) Treatment: In full and final satisfaction of the Private Securities Claims in Class R-6, as soon as practicable after the Effective Date, holders of Allowed Private Securities Claims in Class R-6 shall receive their allocated share of either (A) Cash distributions from the Private Securities Claims Trust, or (B) the Units transferred to the Private Securities Claims Trust that constitute the Private Securities Claims Trust Unit Distribution, in each case in accordance with the methodology and procedures set forth in the Private Securities Claims Trust Agreement.

- (iii) Voting: Class R-6 is Impaired. Holders of Allowed Class R-6 Claims are entitled to vote to accept or reject the Plan.
- (g) Class R-7 – NJ Carpenters Claims
 - (i) Classification: Class R-7 consists of all Allowed NJ Carpenters Claims against the ResCap Debtors.
 - (ii) Treatment: Subject to the NJ Carpenters Approval, in full and final satisfaction of the NJ Carpenters Claims in Class R-7, within ten (10) business days of the Effective Date, the lead plaintiff, on behalf of holders of Allowed NJ Carpenters Claims in Class R-7 shall receive the NJ Carpenters Claims Distribution which will thereafter be distributed pursuant to the NJ Carpenters Plan of Allocation. Absent the NJ Carpenters Approval, Claims held by NJ Carpenters Class Members, to the extent Allowed, shall be classified as General Unsecured Claims, which claims may be subject to subordination.
 - (iii) Voting: Class R-7 is Impaired. Holders of Allowed Class R-7 Claims are entitled to vote to accept or reject the Plan.
- (h) Class R-8 – General Unsecured Convenience Claims
 - (i) Classification: Class R-8 consists of all Allowed General Unsecured Convenience Claims against the ResCap Debtors.
 - (ii) Treatment: In full and final satisfaction of the General Unsecured Convenience Claims in Class R-8, as soon as practicable after the Effective Date, each holder of an Allowed General Unsecured Convenience Claim in Class R-8 shall receive a distribution in Cash equal to 36.3% of such holder's Allowed Class R-8 Claim.
 - (iii) Voting: Class R-8 is Impaired. Holders of Allowed Class R-8 Claims are entitled to vote to accept or reject the Plan.
- (i) Class R-9 – Intercompany Balances
 - (i) Classification: Class R-9 consists of all Intercompany Balances against the ResCap Debtors.
 - (ii) Treatment: On the Effective Date, Intercompany Balances against the ResCap Debtors in Class R-9 shall be waived, cancelled, and discharged. Holders of Intercompany Balances in Class R-9 shall receive no recovery on account of their Claims.

- (iii) Voting: Class R-9 is Impaired. Pursuant to Bankruptcy Code section 1126(g), holders of Allowed Class R-9 Claims are deemed to reject the Plan.
- (j) Class R-10 – Equity Interests
 - (i) Classification: Class R-10 consists of all Equity Interests in the ResCap Debtors.
 - (ii) Treatment: Holders of Equity Interests in Class R-10 shall receive no recovery on account of such Equity Interests and such Equity Interests shall be canceled on the Effective Date.
 - (iii) Voting: Class R-10 is Impaired. Pursuant to Bankruptcy Code section 1126(g), holders of Allowed Class R-10 Equity Interests are deemed to reject the Plan.
- (k) Class R-11 – FHFA Claims
 - (i) Classification: Class R-11 Consists of all FHFA Claims against the ResCap Debtors.
 - (ii) Treatment: Holders of FHFA Claims in Class R-11 shall waive any recovery on account of such Claims.
 - (iii) Voting: Class R-11 is Impaired. Holders of Allowed Class R-11 Claims are entitled to vote to accept or reject the Plan.
- (l) Class R-12 – Revolving Credit Facility Claims
 - (i) Classification: Class R-12 consists of all Allowed Revolving Credit Facility Claims against the ResCap Debtors.
 - (ii) Treatment: In full and final satisfaction of the Revolving Credit Facility Claims in Class R-12, on the Effective Date, any amounts paid under the Paydown Order shall be indefeasibly and finally approved and allowed; provided, that on the Effective Date holders of Allowed Revolving Credit Facility Claims in Class R-12 shall waive as against any Debtor or Plan Trust any right to payment on account of the Revolving Credit Facility Claims.
 - (iii) Voting: Class R-12 is Impaired. Holders of Allowed Class R-12 Claims are entitled to vote to accept or reject the Plan.

2. Claims Against and Equity Interests in the GMACM Debtors

- (a) Class GS-1 – Other Priority Claims

- (i) Classification: Class GS-1 consists of all Allowed Other Priority Claims against the GMACM Debtors.
 - (ii) Treatment: In full and final satisfaction of the Other Priority Claims in Class GS-1, on or as soon as practicable after the Effective Date, each holder of an Allowed Other Priority Claim in Class GS-1 shall receive one of the following treatments on account of such Claim, as determined by the Plan Proponents prior to the Effective Date, or the Liquidating Trust, following the Effective Date: (a) payment in full in Cash, or (b) treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code; provided, that Other Priority Claims that arise in the ordinary course of the Debtors' business and that are not due and payable on or before the Effective Date will be paid in the ordinary course of business in accordance with the terms thereof.
 - (iii) Voting: Class GS-1 is Unimpaired. Pursuant to Bankruptcy Code section 1126(f), holders of Allowed Class GS-1 Claims are conclusively presumed to accept the Plan.
- (b) Class GS-2 – Other Secured Claims
- (i) Classification: Class GS-2 consists of all Allowed Other Secured Claims against the GMACM Debtors.
 - (ii) Treatment: In full and final satisfaction of the Other Secured Claims in Class GS-2, on or as soon as practicable after the Effective Date, each holder of an Allowed Other Secured Claim in Class GS-2 shall receive one of the following treatments on account of such Claim as determined by the Plan Proponents prior to the Effective Date, or the Liquidating Trust, following the Effective Date: (a) payment in full in Cash, including any interest, at the non-default rate (or such other rate as may be ordered by the Court), required to be paid pursuant to section 506(b) of the Bankruptcy Code, or (b) the collateral securing its Allowed Other Secured Claim.
 - (iii) Voting: Class GS-2 is Unimpaired. Pursuant to Bankruptcy Code section 1126(f), holders of Allowed Class GS-2 Claims are conclusively presumed to accept the Plan.
- (c) Class GS-3 – Junior Secured Notes Claims
- (i) Classification: Class GS-3 consists of all Allowed Junior Secured Notes Claims against the GMACM Debtors.

- (ii) Treatment: In full and final satisfaction of the Junior Secured Notes Claims in Class GS-3, on or as soon as practicable after the Effective Date, each holder of an Allowed Junior Secured Notes Claim in Class GS-3 shall receive payment in full for the Allowed amount of such Junior Secured Notes Claim as determined by the Bankruptcy Court in Phase I of the JSN Adversary Proceeding or at the Confirmation Hearing.³
 - (iii) Voting: Holders of Allowed Class GS-3 Claims are unimpaired and deemed to accept the Plan at the following GMACM Debtors: Passive Asset Transactions, LLC; Residential Mortgage Real Estate Holdings, LLC; Home Connects Lending Services, LLC; GMACR Mortgage Products, LLC; ditech, LLC; Residential Consumer Services, LLC; and GMAC Mortgage USA Corporation. Holders of Allowed Class GS-3 Claims are impaired and entitled to vote on the Plan at GMACM; provided that if the Bankruptcy Court makes a finding in the JSN Adversary Proceeding that the Junior Secured Notes Claims are oversecured such that they are entitled to payment in full in Cash in an amount that will render them unimpaired pursuant to the treatment provided under this Plan, then holders of Allowed Class GS-3 Claims will be conclusively presumed to accept the Plan and such votes will not be counted.
- (d) Class GS-4A – GMACM Unsecured Claims
- (i) Classification: Class GS-4A consists of all Allowed GMACM Unsecured Claims (other than Allowed ETS Unsecured Claims).
 - (ii) Treatment: In full and final satisfaction of the GMACM Unsecured Claims in Class GS-4A, as soon as practicable after the Effective Date, each holder of an Allowed GMACM Unsecured Claim in Class GS-4A shall receive its Pro Rata Share of the GMACM Debtors Unsecured Unit Distribution, provided, however, that, with respect to the distributions on account of the Allowed RMBS Trust Claims, the holder shall be the RMBS Claims Trust, and subsequent distributions of, or on account of, such Units, shall be governed by Article IV.C of the Plan.
 - (iii) Voting: Class GS-4A is Impaired. Holders of Allowed Class GS-4A Claims are entitled to vote to accept or reject the Plan.
- (e) Class GS-4B – ETS Unsecured Claims

³ To the extent the Bankruptcy Court determines that the Junior Secured Noteholders are oversecured and entitled to post-petition interest, the Plan Proponents reserve the right to seek payment of such post-petition interest over time by separate motion upon terms subject to the approval of the Bankruptcy Court.

- (i) Classification: Class GS-4B consists of all Allowed ETS Unsecured Claims.
 - (ii) Treatment: In full and final satisfaction of the ETS Unsecured Claims in Class GS-4B, as soon as practicable after the Effective Date, each holder of an Allowed ETS Unsecured Claim in Class GS-4B shall receive its Pro Rata Share of Cash in an amount that is equal to the value, if any, of assets available at ETS that exceed the amount of Allowed Claims senior in right of payment to such Allowed ETS Unsecured Claim against ETS.
 - (iii) Voting: Class GS-4B is Impaired. Holders of Allowed Class GS-4B Claims are entitled to vote to accept or reject the Plan.
- (f) Class GS-5 – Borrower Claims
 - (i) Classification: Class GS-5 consists of all Allowed Borrower Claims against the GMACM Debtors.
 - (ii) Treatment: In full and final satisfaction of the Borrower Claims in Class GS-5, as soon as practicable after the Effective Date, holders of Allowed Borrower Claims in Class GS-5 shall receive their allocated share of Cash available for distributions from the Borrower Claims Trust, in accordance with the methodology and procedures set forth in the Borrower Claims Trust Agreement.
 - (iii) Voting: Class GS-5 is Impaired. Holders of Allowed Class GS-5 Claims are entitled to vote to accept or reject the Plan.
- (g) Class GS-6 – Private Securities Claims
 - (i) Classification: Class GS-6 consists of all Allowed Private Securities Claims against the GMACM Debtors.
 - (ii) Treatment: In full and final satisfaction of the Private Securities Claims in Class GS-6, as soon as practicable after the Effective Date, holders of Allowed Private Securities Claims in Class GS-6 shall receive their allocated share of either (A) Cash distributions from the Private Securities Claims Trust, or (B) the Units transferred to the Private Securities Claims Trust that constitute the Private Securities Claims Trust Unit Distribution, in each case in accordance with the methodology and procedures set forth in the Private Securities Claims Trust Agreement.
 - (iii) Voting: Class GS-6 is Impaired. Holders of Allowed Class GS-6 Claims are entitled to vote to accept or reject the Plan.
- (h) Class GS-7 – General Unsecured Convenience Claims

- (i) Classification: Class GS-7 consists of all Allowed General Unsecured Convenience Claims against the GMACM Debtors.
 - (ii) Treatment: In full and final satisfaction of the General Unsecured Convenience Claims in Class GS-7, as soon as practicable after the Effective Date, each holder of an Allowed General Unsecured Convenience Claim in Class GS-7 shall receive a distribution in Cash equal to 30.1% of such holder's Allowed Class GS-7 Claim.
 - (iii) Voting: Class GS-7 is Impaired. Holders of Allowed Class GS-7 Claims are entitled to vote to accept or reject the Plan.
- (i) Class GS-8 – Intercompany Balances
 - (i) Classification: Class GS-8 consists of all Intercompany Balances against the GMACM Debtors.
 - (ii) Treatment: On the Effective Date, Intercompany Balances against the GMACM Debtors in Class GS-8 shall be waived, cancelled, and discharged. Holders of Intercompany Balances in Class GS-8 shall receive no recovery on account of their Claims.
 - (iii) Voting: Class GS-8 is Impaired. Pursuant to Bankruptcy Code section 1126(g), holders of Allowed Class GS-8 Claims are deemed to reject the Plan.
- (j) Class GS-9 – Equity Interests
 - (i) Classification: Class GS-9 consists of all Equity Interests in the GMACM Debtors.
 - (ii) Treatment: Holders of Equity Interests in Class GS-9 shall receive no recovery on account of such Equity Interests and such Equity Interests shall be canceled on the Effective Date.
 - (iii) Voting: Class GS-9 is Impaired. Pursuant to Bankruptcy Code section 1126(g), holders of Allowed Class GS-9 Equity Interests are deemed to reject the Plan.
- (k) Class GS-10 – Revolving Credit Facility Claims
 - (i) Classification: Class GS-10 consists of all Allowed Revolving Credit Facility Claims against the GMACM Debtors.
 - (ii) Treatment: In full and final satisfaction of the Revolving Credit Facility Claims in Class GS-10, on the Effective Date, any amounts paid under the Paydown Order shall be indefeasibly and

finally approved and allowed; provided, that on the Effective Date holders of Allowed Revolving Credit Facility Claims in Class GS-10 shall waive as against any Debtor or Plan Trust any right to payment on account of the Revolving Credit Facility Claims.

- (iii) Voting: Class GS-10 is Impaired. Holders of Allowed Class GS-10 Claims are entitled to vote to accept or reject the Plan.

3. Claims Against and Equity Interests in the RFC Debtors

(a) Class RS-1 – Other Priority Claims

- (i) Classification: Class RS-1 consists of all Allowed Other Priority Claims against the RFC Debtors.
- (ii) Treatment: In full and final satisfaction of the Other Priority Claims in Class RS-1, on or as soon as practicable after the Effective Date, each holder of an Allowed Other Priority Claim in Class RS-1 shall receive one of the following treatments on account of such Claim, as determined by the Plan Proponents prior to the Effective Date, or the Liquidating Trust, following the Effective Date: (a) payment in full in Cash, or (b) treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code; provided, that Other Priority Claims that arise in the ordinary course of the Debtors' business and that are not due and payable on or before the Effective Date will be paid in the ordinary course of business in accordance with the terms thereof.
- (iii) Voting: Class RS-1 is Unimpaired. Pursuant to Bankruptcy Code section 1126(f), holders of Allowed Class RS-1 Claims are conclusively presumed to accept the Plan.

(b) Class RS-2 – Other Secured Claims

- (i) Classification: Class RS-2 consists of all Allowed Other Secured Claims against the RFC Debtors.
- (ii) Treatment: In full and final satisfaction of the Other Secured Claims in Class RS-2, on or as soon as practicable after the Effective Date, each holder of an Allowed Other Secured Claim in Class RS-2 shall receive one of the following treatments on account of such Claim as determined by the Plan Proponents prior to the Effective Date, or the Liquidating Trust, following the Effective Date: (a) payment in full in Cash, including any interest, at the non-default rate (or such other rate as may be ordered by the Court), required to be paid pursuant to section

506(b) of the Bankruptcy Code, or (b) the collateral securing its Allowed Other Secured Claim.

- (iii) Voting: Class RS-2 is Unimpaired. Pursuant to Bankruptcy Code section 1126(f), holders of Allowed Class RS-2 Claims are conclusively presumed to accept the Plan.

(c) Class RS-3 – Junior Secured Notes Claims

- (i) Classification: Class RS-3 consists of all Allowed Junior Secured Notes Claims against the RFC Debtors.
- (ii) Treatment: In full and final satisfaction of the Junior Secured Notes Claims in Class RS-3, on or as soon as practicable after the Effective Date, each holder of an Allowed Junior Secured Notes Claim in Class RS-3 shall receive payment in full for the Allowed amount of such Junior Secured Notes Claim as determined by the Bankruptcy Court in Phase I of the JSN Adversary Proceeding or at the Confirmation Hearing.⁴
- (iii) Voting: Holders of Allowed RS-3 Claims are unimpaired and deemed to accept the Plan at the following RFC Debtors: GMAC Model Home Finance I, LLC; DOA Holding Properties, LLC; RFC Asset Holdings II, LLC; RFC Construction Funding, LLC; Residential Funding Real Estate Holdings, LLC; Homecomings Financial Real Estate Holdings, LLC; Residential Funding Mortgage Securities I, Inc.; RFC Asset Management, LLC; RFC SFJV-2002, LLC; and RCSFJV2004, LLC. Holders of Allowed RS-3 Claims are impaired and entitled to vote on the Plan at RFC and Homecomings Financial, LLC; provided that if the Bankruptcy Court makes a finding in the JSN Adversary Proceeding that the Junior Secured Notes Claims are oversecured such that they are entitled to payment in full in Cash in an amount that will render them unimpaired pursuant to the treatment provided under this Plan, then holders of Allowed Class RS-3 Claims will be conclusively presumed to accept the Plan and such votes will not be counted.

(d) Class RS-4 – RFC Unsecured Claims

- (i) Classification: Class RS-4 consists of all Allowed RFC Unsecured Claims.

⁴ To the extent the Bankruptcy Court determines that the Junior Secured Noteholders are oversecured and entitled to post-petition interest, the Plan Proponents reserve the right to seek payment of such post-petition interest over time by separate motion upon terms subject to the approval of the Bankruptcy Court.

- (ii) Treatment: In full and final satisfaction of the RFC Unsecured Claims in Class RS-4, as soon as practicable after the Effective Date, each holder of an Allowed RFC Unsecured Claim in Class RS-4 shall receive its Pro Rata Share of the RFC Debtors Unit Distribution; provided, however, that, with respect to the distributions on account of the Allowed RMBS Trust Claims, the holder shall be the RMBS Claims Trust, and subsequent distributions of, or on account of, such Units, shall be governed by Article IV.C of the Plan.
 - (iii) Voting: Class RS-4 is Impaired. Holders of Allowed Class RS-4 Claims are entitled to vote to accept or reject the Plan.
- (e) Class RS-5 – Borrower Claims
 - (i) Classification: Class RS-5 consists of all Allowed Borrower Claims against the RFC Debtors.
 - (ii) Treatment: In full and final satisfaction of the Borrower Claims in Class RS-5, as soon as reasonably practicable after the Effective Date, holders of Allowed Borrower Claims in Class RS-5 shall receive their allocated share of Cash available for distributions from the Borrower Claims Trust, in accordance with the methodology and procedures set forth in the Borrower Claims Trust Agreement.
 - (iii) Voting: Class RS-5 is Impaired. Holders of Allowed Class RS-5 Claims are entitled to vote to accept or reject the Plan.
- (f) Class RS-6 – Private Securities Claims
 - (i) Classification: Class RS-6 consists of all Allowed Private Securities Claims against the RFC Debtors
 - (ii) Treatment: In full and final satisfaction of the Private Securities Claims in Class RS-6, as soon as practicable after the Effective Date, holders of Allowed Private Securities Claims in Class RS-6 shall receive their allocated share of either (A) Cash distributions from the Private Securities Claims Trust, or (B) the Units transferred to the Private Securities Claims Trust that constitute the Private Securities Claims Trust Unit Distribution, in each case in accordance with the methodology and procedures set forth in the Private Securities Claims Trust Agreement.
 - (iii) Voting: Class RS-6 is Impaired. Holders of Allowed Class RS-6 Claims are entitled to vote to accept or reject the Plan.
- (g) Class RS-7 – NJ Carpenters Claims

- (i) Classification: Class RS-7 consists of all Allowed NJ Carpenters Claims against the RFC Debtors.
 - (ii) Treatment: Subject to the NJ Carpenters Approval, in full and final satisfaction of the NJ Carpenters Claims in Class RS-7, within ten (10) business days of the Effective Date, the lead plaintiff, on behalf of holders of Allowed NJ Carpenters Claims in Class RS-7 shall receive the NJ Carpenters Claims Distribution which will thereafter be distributed pursuant to the NJ Carpenters Plan of Allocation. Absent the NJ Carpenters Approval, Claims held by NJ Carpenters Class Members, to the extent Allowed, shall be classified as General Unsecured Claims, which claims may be subject to subordination.
 - (iii) Voting: Class RS-7 is Impaired. Holders of Allowed Class RS-7 Claims are entitled to vote to accept or reject the Plan.
- (h) Class RS-8 – General Unsecured Convenience Claims
 - (i) Classification: Class RS-8 consists of all Allowed General Unsecured Convenience Claims against the RFC Debtors.
 - (ii) Treatment: In full and final satisfaction of the General Unsecured Convenience Claims in Class RS-8, as soon as practicable after the Effective Date, each holder of an Allowed General Unsecured Convenience Claim in Class RS-8 shall receive a distribution in Cash equal to 9.0% of such holder's Allowed Class RS-8 Claim.
 - (iii) Voting: Class RS-8 is Impaired. Holders of Allowed Class RS-8 Claims are entitled to vote to accept or reject the Plan.
- (i) Class RS-9 – Intercompany Balances
 - (i) Classification: Class RS-9 consists of all Intercompany Balances against the RFC Debtors.
 - (ii) Treatment: On the Effective Date, Intercompany Balances against the RFC Debtors in Class RS-9 shall be waived, cancelled, and discharged. Holders of Intercompany Balances against the RFC Debtors in Class RS-9 shall receive no recovery on account of their Claims.
 - (iii) Voting: Class RS-9 is Impaired. Pursuant to Bankruptcy Code section 1126(g), holders of Allowed Class RS-9 Claims are conclusively deemed to reject the Plan.
- (j) Class RS-10 – Equity Interests

- (i) Classification: Class RS-10 consists of all Equity Interests in the RFC Debtors.
 - (ii) Treatment: Holders of Equity Interests in Class RS-10 shall receive no recovery on account of such Equity Interests and such Equity Interests shall be canceled on the Effective Date.
 - (iii) Voting: Class RS-10 is Impaired. Pursuant to Bankruptcy Code section 1126(g), holders of Allowed Class RS-10 Equity Interests are conclusively deemed to reject the Plan.
- (k) Class RS-11 – FHFA Claims
- (i) Classification: Class RS-11 consists of all FHFA Claims against the RFC Debtors.
 - (ii) Treatment: Each holder of an Allowed FHFA Claim in Class RS-11 shall receive a distribution in Cash equal to 2.0% of such holder’s Allowed FHFA Claim in Class RS-11 ~~on or as soon as practicable after~~ the Effective Date.⁵
 - (iii) Voting: Class RS-11 is Impaired. Holders of Allowed Class RS-11 Claims are entitled to vote to accept or reject the Plan.
- (l) Class RS-12 – Revolving Credit Facility Claims
- (i) Classification: Class RS-12 consists of all Allowed Revolving Credit Facility Claims against the RFC Debtors.
 - (ii) Treatment: In full and final satisfaction of the Revolving Credit Facility Claims in Class RS-12, on the Effective Date, any amounts paid under the Paydown Order shall be indefeasibly and finally approved and allowed; provided, that on the Effective Date holders of Allowed Revolving Credit Facility Claims in Class RS-12 shall waive as against any Debtor or Plan Trust any right to payment on account of the Revolving Credit Facility Claims.
 - (iii) Voting: Class RS-12 is Impaired. Holders of Allowed Class RS-12 Claims are entitled to vote to accept or reject the Plan.

E. Subordinated Claims

The allowance, classification, and treatment of all Allowed Claims and Equity Interests and the respective distributions and treatments under the Plan take into account the relative priority and rights of the Claims and Equity Interests in each Class in connection with any

~~⁵The treatment of the Allowed FHFA Claims described herein is subject to final documentation of the settlement by stipulation between the Plan Proponents, Ally, and the FHFA.~~

contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. For purposes of Bankruptcy Rule 7001(8), the Plan provides for subordination. The Plan Proponents, prior to the Effective Date, or the Liquidating Trust (and the Borrower Trust with respect to Borrower Claims), following the Effective Date, reserve the right to subordinate any Claim or Equity Interest, other than the Consenting Claimants' Allowed Claims, the NJ Carpenters Claims (assuming the NJ Carpenters Approval) and the Ally Contract Claims, in accordance with any contractual, legal, or equitable subordination relating thereto under the Bankruptcy Code as long as such treatment is consistent with the Plan Support Agreement. An initial list of Claims proposed to be subordinated under the Plan shall be set forth in the Plan Supplement, without prejudice to the right 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. Subordinated Claims shall not receive a distribution under the Plan until all senior Allowed Claims are paid in full.

F. Distributions on Account of Allowed Claims and Interests

Except as otherwise provided in this Plan, on the Effective Date or as soon as practicable thereafter (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such a Claim becomes an Allowed Claim, or as soon as reasonably practicable thereafter), each holder of an Allowed Claim against the Debtors shall receive the distributions that this Plan provides for Allowed Claims in the applicable Class from either the Liquidating Trust, RMBS Claims Trust, Borrower Claims Trust, or Private Securities Claims Trust, as applicable and as set forth below. Distributions on account of Disputed Claims of Liquidating Trust Unit Beneficiaries that become Allowed shall be made from the Disputed Claims Reserve pursuant to the Plan. Except as otherwise provided herein, holders of Claims shall not be entitled to interest, dividends, or accruals on the distributions regardless of whether such distributions are delivered on or at any time after the Effective Date.

G. Elimination of Vacant Classes

Any Class of Claims or Equity Interests that, as of the commencement of the Confirmation Hearing, does not have at least one holder of a Claim or Equity Interest that is Allowed in an amount greater than zero for voting purposes shall be considered vacant, deemed eliminated from the Plan for purposes of voting to accept or reject the Plan, and disregarded for purposes of determining whether the Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to that Class.

H. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by an Impaired Class of Claims. The Plan Proponents shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Equity Interests.

ARTICLE IV.

IMPLEMENTATION OF THE PLAN

A. Global Settlement

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, the Plan incorporates a compromise and settlement of numerous inter-Debtor, Debtor-Creditor and inter-Creditor issues designed to achieve an economic settlement of Claims against the Debtors and Ally and an efficient resolution of these Chapter 11 Cases. This Global Settlement constitutes a settlement of the potential litigation of issues including substantive consolidation, the validity and enforceability of Intercompany Balances, the allocation of the Available Assets, the amount and allocation of certain disputed Unsecured Claims, in addition to the resolution of extensive litigation, Claims, and potential Claims against Ally. The entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval of each of the following compromises or settlements and all other compromises and settlements provided for herein, and the Bankruptcy Court’s findings shall constitute its determination that such compromises and settlements are in the best interests of the Debtors, their Estates, Creditors, the RMBS Trusts, Investors, and other parties-in-interest, and are fair, equitable, and within the range of reasonableness. Each provision of the Global Settlement shall be deemed non-severable from each other and from the remaining terms of the Plan. As set forth in detail herein, the Global Settlement will be implemented as follows:

a) The Ally Contribution will be paid to the Estates in accordance with the Plan and will be allocated by the Plan Proponents, consistent with the terms of Articles II and III herein, as follows:

Entity	Allocation
ResCap Debtors	\$782.74 million
GMACM Debtors	\$462.32 million
RFC Debtors	\$462.32 million
Private Securities Claims Trust	\$235.00 million
Borrower Claims Trust	\$57.62 million
NJ Carpenters Claims Distribution	\$100.00 million
TOTAL	\$2.10 billion

b) Administrative Claims shall be allocated among the ResCap Debtors, the GMACM Debtors and the RFC Debtors in accordance with the Plan Support Agreement. Of the projected Administrative Claims of \$1,086.2 million, \$836.3 million shall be allocated to the GMACM Debtors, and \$249.8 million shall be allocated to the RFC Debtors. Any variation in the amount of the Administrative Claims above or below \$1,086.2 million shall be borne or realized by the Liquidating Trust.

c) On the Effective Date, the Borrower Claims Trust will be funded with the Borrower Claims Trust Assets for the benefit of holders of Borrower Claims. Holders of Borrower Claims shall receive their allocated share of the Borrower Claims Trust Assets in accordance with the methodology and procedures set forth in the Borrower Claims Trust Agreement.

d) On or as soon as practicable after the Effective Date, the Private Securities Claims Trust shall be funded with the Private Securities Claims Trust Unit Distribution, for the benefit of Private Securities Claimants. Private Securities Claimants shall receive their allocable share of Cash distributions received by the Private Securities Claims Trust from the Liquidating Trust in respect of the Private Securities Claims Trust Unit Distribution, and shall not be required to tender or surrender the RMBS underlying their Private Securities Claims.

e) The RMBS Settlement is incorporated in the Plan and shall become effective on the Effective Date.

f) The Monoline Claims Settlement is incorporated in the Plan and shall become effective on the Effective Date.

g) A settlement of the Allowed amounts and treatment of the Claims held by the Settling Private Securities Claimants for voting purposes is incorporated in the Plan and shall become effective on the Effective Date.

h) Subject to the NJ Carpenters Approval, the amount of the NJ Carpenters Claims Distribution is incorporated in the Plan and shall become effective on the Effective Date.

i) Subject to approval of the Kessler Settlement Agreement by the Bankruptcy Court, a settlement of the Allowed amount and treatment of the Claims of the Kessler Class Claimants pursuant to the Kessler Settlement Agreement is incorporated in the Plan and shall become effective on the Effective Date.

j) A settlement of potential Claims, whether liquidated or unliquidated, of the Senior Unsecured Noteholders and of the Senior Unsecured Notes Indenture Trustee shall become effective on the Effective Date.

k) As agreed upon among the Consenting Claimants, the Junior Secured Notes Claims shall be allocated among the Debtors and holders of Allowed Junior Secured Notes Claims shall receive payment in full on the Effective Date on account of such Allowed Claims, as determined by the JSN Adversary Proceeding.

l) The GMACM Debtors and the RFC Debtors shall waive and release all subrogation claims against the ResCap Debtors.

m) Each Debtor agrees to compromise Intercompany Balances and such Claims shall not be entitled to receive any recovery under the Plan.

B. Ally Settlement

Ally shall pay the Estates the Ally Contribution in accordance with the Plan. In exchange for Ally's contributions to the Chapter 11 Cases, including the Ally Contribution, Ally shall be entitled to the following consideration:

- a) Debtor Releases;
- b) Third Party Releases;
- c) Settlement of Debtors' Rights to and Under Settlement Insurance Policies: The Debtors (i) agree to permit Ally exclusively to recover under the Settlement Insurance Policies; (ii) relinquish in favor of Ally and its Representatives all coverage that might otherwise belong to, or inure to the benefit of, the Debtors under such Settlement Insurance Policies; (iii) shall, at Ally's discretion, assign, and seek an Order of the Bankruptcy Court permitting the assignment, to Ally of any and all of the Debtors' rights under the Settlement Insurance Policies with respect to any claims made against the Debtors or their Representatives prior to or during the bankruptcy, including each of the claims set forth on a schedule to Exhibit B to the Plan Support Agreement; and (iv) shall cooperate fully with Ally, in order to help maximize Ally's recovery under the Settlement Insurance Policies with respect to claims against the Debtors or their Representatives.

The Debtors shall retain their rights as insureds under the existing Ally general liability and workers' compensation insurance policies for bodily injury and property damage claims to the extent covered by those insurance policies. By the Effective Date, the Debtors shall be required to have purchased their own insurance policies (including general liability and workers' compensation insurance) to cover all risks of loss, damage or injury (including bodily injury and property damage) occurring on or after the Effective Date. For the avoidance of doubt, there is no obligation for Ally to provide insurance under the Plan, or otherwise.

Notwithstanding anything to the contrary herein, nothing in the Plan or Confirmation Order shall release, enjoin, or preclude any Representative of the Debtors from pursuing any rights a Representative of the Debtors may have (i) to indemnification or advancement from Ally solely for any claims that are not released by the Plan and the Confirmation Order; or (ii) as an "insured" under any insurance coverage purchased by Ally or covering Representatives of the Debtors, or against any party (other than the Debtors) arising out of such policies of insurance, solely for any claims that are not released herein and in the Confirmation Order. For the avoidance of doubt, nothing in this Plan expands or reduces any existing indemnification rights or rights as an "insured" for any Representative of the Debtors for claims that are not released by the Plan.

For the avoidance of doubt, the releases in the Plan shall not extend to any rights, defenses, or counterclaims, under any directors & officers or errors & omissions insurance policies sold by any of the Consenting Claimants or their affiliates and covering either Debtors or any of the Ally Released Parties. Nor do the releases herein extend to any indemnity rights against non-Ally Released Parties arising out of the Kessler Class Action or to any other indemnity right against non-Ally Released Parties arising out of any other claims of Borrowers;

specifically, the releases do not extend to any indemnity rights RFC may have against any non-Ally Released Party that is a successor in interest to CBNV and GNBT, including, but not limited to, those indemnity rights extending out of the Client Contracts between RFC, on the one hand, and either CBNV or GNBT, on the other hand, which incorporate by reference the indemnity provisions of RFC's AlterNet Seller Guide.

No rights of the Consenting Claimants are released under the Plan in their capacity as liability insurance or reinsurance carriers for Ally or the Debtors, to the extent applicable. In addition, nothing herein or in the Confirmation Order shall impair any of the Debtors' or any Borrower or former Borrower's rights or remedies (including the GM Insurance Rights) under or with respect to insurance policies other than the Settlement Insurance Policies (as assigned in the Plan), including but not limited to the GM Policies.

With respect to the Settlement Insurance Policies, the Confirmation Order shall contain language regarding the settlement of insurance that is reasonably acceptable to Ally, the Plan Proponents, and the Consenting Claimants.

d) Release of Funds: On the Effective Date, the Debtors will (i) transfer the funds held in the Ally Indemnity Escrow Account to Ally, and (ii) remit the Misdirected Funds to Ally, and Ally shall release the approximately \$1.787 million in Cash that was overfunded by the Debtors prior to the Petition Date and which is currently held by Ally.

e) Regulatory Obligations: Through the Effective Date, the Debtors shall perform all respective obligations under the DOJ/AG Settlement, the Consent Order, and the Order of Assessment, including, for the avoidance of doubt, satisfying the settlement of the foreclosure review obligations under the Consent Order, fulfilling all specific performance obligations, and satisfying all monetary obligations in full in Cash; provided, however, that the Debtors shall not be obligated to perform those obligations under the DOJ/AG Settlement and the Consent Order that Ocwen or Walter is obligated to perform under the Ocwen APA. On and after the Effective Date, the Liquidating Trust shall assume all rights and perform all obligations of the Debtors under the Ocwen APA, the DOJ/AG Settlement, the Consent Order, and the Order of Assessment (including as set forth above) other than those obligations under the DOJ/AG Settlement and the Consent Order that Ocwen or Walter is obligated to perform under the Ocwen APA. For the avoidance of doubt, as of the Effective Date, Ally shall have no obligations under the Consent Order and the Order of Assessment; any monetary obligations of Ally under the DOJ/AG Settlement are governed by Article IX.D, IX.E and IX.H of the Plan. Nothing set forth herein is intended to or shall be deemed to modify any right or obligation of Ocwen or Walter with respect to the DOJ/AG Settlement and the Consent Order, each of which shall be governed in all respects by the provisions of the Ocwen APA.

f) Treatment of Ally Contract Claims. On the Effective Date, the Ally Contract Claims shall be presumptively Allowed in full and the Debtors shall pay such Claims in full in Cash. The parties to the Ally Contracts shall perform under such contracts in accordance with the terms of such contracts and orders of the Bankruptcy Court. For the avoidance of doubt, the parties' performance under each Ally Contract shall terminate in accordance with the terms of such contract and orders of the Bankruptcy Court, subject to an agreement among the Debtors, the Creditors' Committee, and Ally to otherwise terminate such contract. Ally shall provide to

the Plan Proponents a good-faith estimate of the Ally Contract Claims on or about August 15, 2013; and every month thereafter until the Effective Date, provided, for the avoidance of doubt, such estimate shall be non-binding on Ally and subject to change. Except with respect to the Debtors' and the Liquidating Trust's obligations to Ally as specifically set forth in the Plan (including their obligations to perform under the Ally Contracts in accordance with their terms), on and after the Effective Date the Debtors and the Plan Trusts shall have no other obligations to the Ally Released Parties. In the event that before Confirmation of the Plan, Ally identifies claims that arose prior to the Petition Date under the Ally Contracts, the Plan Proponents and Ally agree to negotiate in good faith with respect to the treatment of such claims under the Plan. Nothing herein will be deemed an assumption of the Ally Contracts.

The consideration set forth above and the rights and obligations accorded elsewhere in this Plan to Ally shall constitute the compromise and settlement under Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code in exchange for the consideration provided by Ally, and shall further constitute the Bankruptcy Court's finding that such consideration to Ally is: (1) in exchange for the good, valuable and substantial consideration from the Ally Released Parties; (2) in the best interests of the Debtors, the Estates, the Liquidating Trust and all holders of Claims and Equity Interests; (3) a good faith settlement and compromise of the claims released under the Plan; (4) fair, equitable and reasonable; (5) given and made after due notice and opportunity for a hearing; (6) justified by truly unusual circumstances; (7) an essential component and critical to the success of the Plan; (8) resulting in distributions to the creditors that would otherwise have been unavailable; (9) the result of an identity of interest between the Debtors and the Ally Released Parties regarding the Plan; and (10) a bar to the Debtors, the Liquidating Trust, in the case of the Debtor Releases, and any party asserting a claim or cause of action released against any of the Ally Released Parties in connection with the Third Party Release.

C. RMBS Settlement

Entry of the Confirmation Order, pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code, shall constitute approval of the RMBS Settlement, on terms set forth herein. The Global Settlement constitutes a good faith compromise and settlement of all objections to the Original RMBS Settlement Agreements by the Creditors' Committee and Consenting Claimants, as applicable, and all such objections shall be deemed withdrawn with prejudice upon entry of the Confirmation Order.

1. Modification of Original RMBS Settlement Agreements. The Original RMBS Settlement Agreements are hereby expanded to include all RMBS Trusts holding RMBS Trust Claims and are otherwise modified as set forth herein.

2. Allowance of RMBS Trust Claims and Distribution of Units to the RMBS Claims Trust for the benefit of the RMBS Trusts.

(a) Entry of the Confirmation Order shall constitute approval of the Allowed amount of the RMBS Trust Claims as non-subordinated Unsecured Claims, subject only to the Allowed Fee Claim, in the aggregate amounts of (i) \$209.8 million against the GMACM Debtors; (ii) \$7,091.2 million against the RFC Debtors; and (iii) \$0 against the ResCap Debtors.

On account of the Allowed RMBS Trust Claims, the RMBS Claims Trust shall receive (i) its Pro Rata Share of the GMACM Debtors Unit Distribution (the “GMACM Pool”) and (ii) its Pro Rata Share of the RFC Debtors Unit Distribution (the “RFC Pool”), provided, however, 5.7% of the Allowed RMBS Trust Claims, including the Units to be distributed on account thereof (and any Distributable Cash thereon), shall be directly allocated to counsel for the Institutional Investors, without conveyance to the RMBS Claims Trust, the RMBS Trustees, or the RMBS Trusts, as the Allowed Fee Claim, in accordance with Article IV.C.6 of this Plan.

(b) Notwithstanding anything to the contrary contained in the Plan, including but not limited to the approval of the Allowed amounts of the Claims held by RMBS Trust against the GMACM Debtors, the RFC Debtors and the ResCap Debtors described in the preceding paragraph, the Units distributed to the RMBS Claims Trust shall be reallocated in accordance with Section 3 below.

3. *RMBS Trust Allocation Protocol.* The Units distributed to the RMBS Claims Trust, pursuant to Article IV.C.2(a) shall be re-allocated between the GMACM Pool and the RFC Pool as provided in subparagraph (b) below, and subsequent distributions from the RMBS Claims Trust of such Units or Distributable Cash received from the Liquidating Trust as distributions on such Units, as so reallocated, shall be made to the RMBS Trusts pursuant to subparagraphs (c) and (d) below. In no event shall the provisions of this paragraph 3 entitle the RMBS Claims Trust to a distribution any more or any less than the Units described in Article IV.C.2(a), Article III or other applicable provisions of the Plan.

(a) *Recognized RMBS Trust Claims.*

- (i) **Recognized Cure Claims.** For each RMBS Trust whose Servicing Agreement was assumed by the applicable Debtor, the Recognized cure claims for servicing damages against any of the GMACM Debtors are listed on Schedule 1-G (the “GMACM Recognized Cure Claims”) and the Recognized Cure Claims for Servicing Damages against any of the RFC Debtors are listed on Schedule 1-R (the “RFC Recognized Cure Claims”, together with the GMACM Recognized Cure Claims, the “Recognized Cure Claims”). The Recognized Cure Claims do not include servicing damage claims arising under any Servicing Agreement that was not assumed by the applicable Debtor by the Effective Date pursuant to a Final Order, for any reason, including the following: (a) prior to the Petition Date, the applicable Debtors transferred all of its servicing obligations for the RMBS Trust to a non-Debtor servicer; (b) prior to the Petition Date, the applicable Debtor ceased servicing all mortgage loans in the RMBS Trust, either because the RMBS Trust was wound up or otherwise; or (c) after the Petition Date, the applicable Debtor chose not to assume the Servicing Agreement.
- (ii) **Recognized R+W Claims**

- (1) *Recognized Original R+W Claims.* For each of the Original Settling RMBS Trusts, the Recognized R+W Claims against GMACM are listed on Schedule 2-G (the “GMACM Recognized Original R+W Claims”) and the Recognized R+W claims against RFC are listed on Schedule 2-R (the “RFC Recognized Original R+W Claims,” together with the GMACM Recognized Original R+W Claims, the “Recognized Original R+W Claims”).
- (2) *Recognized Additional R+W Claims.* For each of the Additional Settling RMBS Trusts, the Recognized R+W Claims against GMACM are listed on Schedule 3-G (the “GMACM Recognized Additional R+W Claims”) and the Recognized R+W Claims against RFC are listed on Schedule 3-R (the “RFC Recognized Additional R+W Claims,” together with the GMACM Recognized Additional R+W Claims, the “Recognized Additional R+W Claims”).
- (iii) **Recognized Unsecured Servicing Claims.** For each RMBS Trust whose Servicing Agreement was not assumed by the applicable Debtor by the Effective Date pursuant to a Final Order, the Recognized Unsecured Claims for servicing damages against GMACM are listed on Schedule 4-G (the “GMACM Recognized Unsecured Servicing Claims”), and the Recognized Unsecured Claims for servicing damages against RFC are listed on Schedule 4-R (the “RFC Recognized Unsecured Servicing Claim,” together with the GMACM Recognized Unsecured Servicing Claim, the “Recognized Unsecured Servicing Claims”).
- (iv) **Effect of Monoline Insurance on Recognized Claims.** If an RMBS Trust (i) is an Insured RMBS Trust and (ii) has made policy claims against its Monoline and as of the Effective Date has received full payment of such claims, the Recognized Claim of such RMBS Trust will be set to zero, unless (a) such Insured RMBS Trust is one for which the sum of the net unreimbursed insurance payments, the accrued and unpaid losses, and projected future policy payments is zero or close to zero, (b) such Insured RMBS Trust contains one or more unwrapped tranches of securities that rank senior or equal in priority to tranches insured by a Monoline, in which case the portion of such Insured RMBS Trust’s Claims allocable to such unwrapped tranches shall not be set to zero (or, when applicable to the following sentence, shall not be reduced) and any distribution on such unwrapped tranches shall be allocable only to such unwrapped tranches, or (c) the RMBS Trustees, with the advice of Duff, reasonably determine that, based on a particular RMBS Trust’s structure, it would be unfair or inequitable to set the Recognized Claim to zero or, when applicable to the following sentence, it would be

unfair to reduce the Recognized Claim (each of (a), (b) or (c), an “Insured Exception”), in each case as determined by Duff. If an RMBS Trust (i) is an Insured RMBS Trust and (ii) has made policy claims against its Monoline and, as of the Effective Date has not received full payment of such claims, the Recognized Claims of such RMBS Trusts will be reduced to take into account the value of partial payments made (or expected to be made) by such Monoline, if any, on such claims, unless an Insured Exception applies as determined by Duff as of the Effective Date.

- (v) **Necessity of a Timely Filed Proof of Claim.** An RMBS Trust will not have any Recognized Claim unless a Proof of Claims asserting an RMBS R+W Claim or an RMBS Cure Claim, as applicable, was timely filed for that RMBS Trust.

(b) *Reallocation of Units from the RFC Pool to the GMACM Pool.* The number of Units distributed to the GMACM Pool and the RFC Pool is a function of the approval of the Allowed Amounts of the Unsecured Claims held by the RMBS Trusts against the Debtor Groups as provided in Article IV.C.3(a), but, as an integral part of the RMBS Settlement, the Units to be held in the GMACM Pool and the RFC Pool shall be determined based on the amount of the GMACM Recognized Cure Claims, the RFC Recognized Cure Claims, the GMACM Recognized Original R+W Claims, the RFC Recognized Original R+W Claims, the GMACM Recognized Additional R+W Claims, the RFC Recognized Additional R+W Claims, the GMACM Recognized Servicing Claims and the RFC Recognized Servicing Claims. Based on calculations prepared by Duff (taking into account the allocation of the Allowed Fee Claim), 2,949,494 Units⁶⁵ (together with any cash distributions, if any, on such Units made prior to the reallocation of Units contemplated by this paragraph) shall be moved from the RFC Pool to the GMACM Pool.

(c) *Allocations of Units in the GMACM Pool to RMBS Trusts with Recognized Claims against GMACM.* For purposes of allocations of Units held in the GMACM Pool to RMBS Trusts having Recognized Claims against GMACM, Duff shall calculate the aggregate value of each such RMBS Trust’s Recognized Claims as of the Effective Date as follows: (i) GMACM Recognized Cure Claims shall be valued at 100% of the GMACM Recognized Cure Claims, if any, for such RMBS Trust shown on the applicable RMBS Trust Claims Schedules; (ii) GMACM Recognized Original R+W Claims, GMACM Recognized Additional R+W Claims and GMACM Recognized Unsecured Servicing Claims of such RMBS Trust, if any, will be valued at 16.7%⁷⁶ of the GMACM Recognized Original R+W Claims, GMACM Recognized Additional R+W Claims, and GMACM Recognized Unsecured Servicing Claims shown on the applicable RMBS Trust Claims Schedules; and (iii) the values so calculated will be summed for each such RMBS Trust (the “GMACM Weighted Claim”). All distributions from the RMBS Claims Trust from the GMACM Pool to RMBS Trusts with

⁶⁵ Subject to adjustment after the Unit Issuance Percentages are adjusted as contemplated by Art. IV.J.

⁷⁶ Subject to adjustment after the Unit Issuance Percentages are adjusted as contemplated by Art. IV.J.

Recognized Claims against GMACM will be based on the percentage that such RMBS Trust's GMACM Weighted Claim has to the total of all of the GMACM Weighted Claims.

(d) Allocations of Units in the RFC Pool to RMBS Trusts with Recognized Claims against RFC. For purposes of allocations of Units held in the RFC Pool to RMBS Trusts having Recognized Claims against RFC, Duff shall calculate the aggregate value of each such RMBS Trust's Recognized Claims as of the Effective Date as follows: (i) RFC Recognized Cure Claims shall be valued at 100% of the RFC Recognized Cure Claims, if any, for such RMBS Trust shown on the applicable RMBS Trust Claims Schedules, (ii) RFC Recognized Original R+W Claims, RFC Recognized Additional R+W Claims and RFC Recognized Unsecured Servicing Claims of such RMBS Trust, if any, will be valued at 5.34%⁸⁷ of the RFC Recognized Original R+W Claims, RFC Recognized Additional R+W Claims, and RFC Recognized Unsecured Servicing Claims shown on the applicable RMBS Trust Claims Schedules, and (iii) the values so calculated will be summed for each such RMBS Trust (the "RFC Weighted Claim"). All distributions from the RMBS Claims Trust from the RFC Pool to RMBS Trusts with Recognized Claims against RFC will be based on the percentage that such RMBS Trust's RFC Weighted Claim has to the total of all of the RFC Weighted Claims.

(e) Distributions as Subsequent Recoveries. All distributions from the GMACM Pool or the RFC Pool on account of any Recognized RMBS Claim shall be treated as "Subsequent Recoveries," as that term is defined in the applicable governing agreement for that RMBS Trust; provided that if the governing agreement for a particular RMBS Trust does not include the term "Subsequent Recovery," the distribution resulting from any Recognized Claim shall be distributed as though it was unscheduled principal available for distribution on that distribution date; provided, however, that should the Bankruptcy Court determine that a different treatment is required to conform the distributions to the requirements of the governing agreements, that determination shall govern and shall not constitute a material change to this Plan. Notwithstanding the forgoing or anything to the contrary in any governing agreement, no distributions from the GMACM Pool or the RFC Pool will be paid over to any Monoline.

4. Monoline Reservation. Each Insured RMBS Trust shall retain the ability to enforce its rights, in the Bankruptcy Court or otherwise, against any Monoline (other than FGIC) that does not, in the future, perform in accordance with an insurance policy for the benefit of that RMBS Trust.

5. RMBS Trustee Fees and Expenses. In addition to distributions made on account of RMBS Trust Claims, the RMBS Trustees will be paid in full in Cash on the Effective Date for their reasonable pre- and post-petition fees and expenses, pursuant to the provisions of and subject to the procedures set forth in the *Final Supplemental Order (I) Authorizing the Debtors to Continue Implementing Loss Mitigation Programs; (II) Approving Procedures for Compromise and Settlement of Certain Claims, Litigations and Causes of Action; (III) Granting Limited Stay Relief to Permit Foreclosure and Eviction Proceedings, Borrower Bankruptcy Cases, and Title Disputes to Proceed; and (IV) Authorizing and Directing the Debtors to Pay Securitization Trustee Fees and Expenses* [Docket No. 774], and the *Order under 11 U.S.C. §§ 105, 363, and 365, and Fed Bankr. P. 2002, 6004, 6006, and 9014 (I) Approving (A) Sale of*

⁸⁷ Subject to adjustment after the Unit Issuance Percentages are adjusted as contemplated by Art. IV.J.

Debtors' Assets Pursuant to Asset Purchase Agreement with Ocwen Loan Servicing, LLC; (B) Sale of Purchased Assets Free and Clear of Liens, Claims, Encumbrances, and Other Interests; (C) Assumption and Assignment of Certain Executory Contracts and Unexpired Leases Thereto; (D) Related Agreements; and (II) Granting Related Relief [Docket No. 2246] (the "Sale Order"), which provisions and procedures will also apply to HSBC. The RMBS Trustees may be reimbursed for their reasonable fees and expenses associated with making distributions and taking other actions required under the Plan following the Effective Date in accordance with the provisions of the applicable pooling and servicing agreements, including but not limited to pooling and servicing agreements assumed by the Debtors and assigned to the purchaser/assignee of same. For the avoidance of doubt, the foregoing shall not modify the terms of the Sale Order.

6. *Allowed Fee Claim.* The Plan Supplement sets forth the stipulated amounts of the Allowed Fee Claim. On the Effective Date or as soon as practicable thereafter, the Liquidating Trust shall distribute Units on account of the Allowed Fee Claim to counsel for the Institutional Investors. For the avoidance of doubt, the amount of the Allowed Fee Claim shall reduce the total Units (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 payable to counsel for the Institutional Investors may be reduced to separate claim stipulations for the convenience of the parties subject to the terms of the Plan.

7. *Affirmative Findings.* The Confirmation Order shall include affirmative findings that the Plan, including the RMBS Settlement and the FGIC Settlement Agreement, is in the best interests of Investors, that the RMBS Trustees acted in good faith and in the best interests of the Investors in entering into the Plan Support Agreement and performing their obligations thereunder, including voting for the Plan, provided, however, the Confirmation Order shall provide that such findings shall be binding solely in connection with the RMBS Trustees, the RMBS Trusts (including the Investors in the RMBS of such RMBS Trusts), and the actions of the RMBS Trusts and the RMBS Trustees with respect to the Plan Support Agreement and the Plan, including the RMBS Settlement, and the FGIC Settlement Agreement.

8. *Continuation of Governing Agreements.* Except with respect to the Debtors and the Liquidating Trust, all agreements, indentures, pooling and servicing agreements and other documents governing the RMBS Trusts shall remain in full force and effect in accordance with their terms and conditions, except (i) to the extent modified by consent in connection with any assumption and assignment thereof or (ii) as specifically provided in Article IV.C.3.e above.

D. Settlement of Monoline Claims.

1. *MBIA Settlement.* Entry of the Confirmation Order, pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code, shall constitute approval of Allowed non-subordinated General Unsecured Claims held by MBIA in the amount of \$719 million against the ResCap Debtors, \$1,450 million against the GMACM Debtors, and \$1,450 million against the RFC Debtors. In full and final satisfaction of MBIA's General Unsecured Claims against the Debtors, MBIA shall receive on account of its Allowed General Unsecured Claims (i) its Pro Rata Share of the GMACM Debtors Unit Distribution, (ii) its Pro Rata Share of the RFC

Debtors Unit Distribution, and (iii) its Pro Rata Share of the ResCap Debtors Unit Distribution, as applicable.

2. *FGIC Settlement.* As a condition precedent to Plan Consummation, the Bankruptcy Court and the FGIC Rehabilitation Court each shall have approved, by no later than September 16, 2013, the FGIC Settlement Agreement, which governs the amount and priority of the General Unsecured Claims held by FGIC. Entry of an order substantially in the form attached to the FGIC Settlement Agreement as Exhibit D (or such other form as agreed to by FGIC, the Debtors, the RMBS Trustees, and counsel for the Institutional Investors), pursuant to Bankruptcy Rule 9019, shall constitute approval, among other things, of the minimum Allowed non-subordinated General Unsecured Claim amounts as set forth therein. Entry of the Confirmation Order pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code, shall constitute approval of Allowed non-subordinated General Unsecured Claims held by FGIC in the amount of \$337.5 million against the ResCap Debtors, \$181.5 million against the GMACM Debtors, and \$415.0 million against the RFC Debtors, as implemented by the Plan. In full and final satisfaction of FGIC's General Unsecured Claims against the Debtors, FGIC shall receive on account of its Allowed General Unsecured Claims: (i) its Pro Rata Share of the GMACM Debtors Unit Distribution, (ii) its Pro Rata Share of the RFC Debtors Unit Distribution, and (iii) its Pro Rata Share of the ResCap Debtors Unit Distribution, as applicable.

3. *Assured Settlement.* Entry of the Confirmation Order, pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code, shall constitute approval of Allowed non-subordinated General Unsecured Claims held by Assured in the amount of \$88,868,346 against the GMACM Debtors and \$57,950,560 against the RFC Debtors. In full and final satisfaction of Assured's General Unsecured Claims against the Debtors, Assured shall receive on account of its Allowed General Unsecured Claims: (i) its Pro Rata Share of the GMACM Debtors Unit Distribution, and (ii) its Pro Rata Share of the RFC Debtors Unit Distribution, as applicable.

4. *Ambac Settlement.* Subject to Bankruptcy Court approval of the Ambac Cure Stipulation, entry of the Confirmation Order, pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code, shall constitute approval of Allowed non-subordinated General Unsecured Claims held by Ambac in the amount of \$207,315,815 against the GMACM Debtors and \$22,800,000 against the RFC Debtors. In full and final satisfaction of Ambac's General Unsecured Claims against the Debtors, Ambac shall receive on account of its Allowed General Unsecured Claims: (i) its Pro Rata Share of the GMACM Debtors Unit Distribution, and (ii) its Pro Rata Share of the RFC Debtors Unit Distribution, as applicable.

E. Private Securities Claims Trust

The Private Securities Claims Trust shall be established for the sole benefit of the holders of Allowed Private Securities Claims, and shall be funded on the Effective Date with the Private Securities Claims Trust Unit Distribution. The Private Securities Claims Trust shall be administered by the Private Securities Claims Trustee, who shall distribute to holders of Allowed Private Securities Claims in accordance with the Private Securities Claims Trust Agreement (a) the Cash distributed by the Liquidating Trust in respect of the Units allocated to the Private Securities Claims Trust to holders of Allowed Private Securities Claims, or (b) the Units

transferred to the Private Securities Claims Trust that constitute the Private Securities Claims Trust Unit Distribution.

1. Private Securities Claims Trust Agreement. On or before the Effective Date, the Private Securities Claims Trust Agreement, in a form reasonably acceptable to the Plan Proponents, Ally and the Settling Private Securities Claimants, each in their individual capacity, shall be executed, and all other necessary steps shall be taken to establish the Private Securities Claims Trust and the interests therein, which shall be for the benefit of the holders of Allowed Private Securities Claims. The Private Securities Claims Trust Agreement shall provide for the distribution of the Private Securities Trust Assets in accordance with the allocation agreement, executed by each of the Private Securities Claimants.

2. Purpose of the Private Securities Claims Trust. The Private Securities Claims Trust shall be established to perform the following duties, to the extent necessary: (i) directing the processing, liquidation and payment of the Allowed Private Securities Claims in accordance with the Plan; and (ii) preserving, holding, and managing the assets of the Private Securities Claims Trust for use in paying and satisfying Allowed Private Securities Claims. The Private Securities Claims Trust Agreement shall include, among other things: (i) the terms, methodology, criteria, and procedures for distributing either (a) the Cash distributed by the Liquidating Trust in respect of the Units allocated to the Private Securities Claims Trust to holders of Allowed Private Securities Claims, or (b) the Units transferred to the Private Securities Claims Trust that constitute the Private Securities Claims Trust Unit Distribution; and (ii) to the extent necessary, the establishment of appropriate disputed claims reserves.

3. Private Securities Claimants to Forego Other Recoveries. In consideration of the Private Securities Claims Trust Unit Distribution transferred to the Private Securities Claims Trust and in furtherance of the purposes of the Private Securities Claims Trust and the Plan, the Private Securities Claimants shall agree to forego any other recovery from the Debtors or the Liquidating Trust in respect of the Private Securities Claims, and neither the Debtors, Ally, nor the Liquidating Trust shall have any further financial or other responsibility or liability therefor. Private Securities Claimants instead shall be entitled to receive their allocated share of either (a) the Cash available for distribution from the Private Securities Claims Trust in respect of the Private Securities Claims Trust Unit Distribution, or (b) the Units transferred to the Private Securities Claims Trust that constitute the Private Securities Claims Trust Unit Distribution, in each case in accordance with the Private Securities Claims Trust Agreement, as their sole source of recovery in respect of the Private Securities Claims.

4. Administration of the Private Securities Claims Trust. The Private Securities Claims Trust shall be administered by the Private Securities Claims Trustee. For the avoidance of doubt, upon the Effective Date, the Private Securities Claims Trust shall be completely independent of the Liquidating Trust and the Liquidating Trust shall have no authority over the Private Securities Claims Trust. One or more candidates for the Private Securities Claims Trustee shall be recommended on or before the Effective Date by the Settling Private Securities Claimants, in each of their individual capacities, and the Private Securities Claims Trustee will be designated with the consent of the Plan Proponents, which consent shall not be unreasonably withheld.

5. *Distributions to the Private Securities Claimants.* To the extent the Private Securities Claims Trust holds the Units distributed by the Liquidating Trust, the Cash distributions received by the Private Securities Claims Trust in respect of the Units that it holds shall be distributed to holders of Allowed Private Securities Claims in accordance with the methodology, criteria and procedures established in the Private Securities Claims Trust Agreement. To the extent the Private Securities Claims Trust has distributed the Units that constitute the Private Securities Claims Trust Unit Distribution to Private Securities Claimants, the Liquidating Trust shall make Cash distributions directly to the Private Securities Claimants.

6. *Settlement of Allowed Claims of Settling Private Securities Claimants.* Entry of the Confirmation Order, pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code, shall constitute approval of the settlement of the Allowed Claim amounts for voting purposes of each of the Settling Private Securities Claimants as follows: AIG shall have an allowed claim of \$1.168 billion for voting purposes, Allstate shall have an allowed claim of \$140 million for voting purposes, MassMutual shall have an allowed claim of \$218 million for voting purposes, and Prudential shall have an allowed claim of \$227 million for voting purposes.

7. *Costs and Expenses of Private Securities Claims Trust.* The reasonable costs and expenses of administering the Private Securities Claims Trust, including the reasonable fees and expenses of the Private Securities Claims Trustee and its retained professionals, shall be funded on the Effective Date as agreed to by the Plan Proponents and Consenting Claimants.

8. *Retention of Professionals by Private Securities Claims Trustee.* The Private Securities Claims Trustee may retain and reasonably compensate counsel and other professionals to assist in its duties as Private Securities Claims Trustee on such terms as the Private Securities Claims Trustee deems appropriate without Bankruptcy Court approval, but subject to the terms and conditions provided for in the Private Securities Claims Trust Agreement. The Private Securities Claims Trustee may retain professionals who represented parties in the Chapter 11 Cases, provided such retention is otherwise permissible under applicable law.

9. *Indemnification of the Private Securities Claims Trustee.* The Private Securities Claims Trustee and its agents or professionals shall not be liable for any actions taken or omitted in its capacity as, or on behalf of, the Private Securities Claims Trustee or the Private Securities Claims Trust, except those acts arising out of its own willful misconduct, gross negligence, or bad faith, and each shall be entitled to indemnification or reimbursement for fees and expenses in defending any and all of its actions or inactions in its or their capacity as, or on behalf of, the Private Securities Claims Trustee except for any and all actions or inactions involving willful misconduct, gross negligence, or bad faith. Any indemnification claim of the Private Securities Claims Trustee (and the other parties entitled to indemnification under this subsection) shall be satisfied solely from the assets of the Private Securities Claims Trust and no recourse may be had to the Liquidating Trust, Ally, or the Debtors' Estates. The Private Securities Claims Trustee shall be entitled to rely, in good faith, on the advice of its retained professionals.

F. Borrower Claims Trust

The Borrower Claims Trust shall be established for the sole benefit of the holders of Allowed Borrower Claims, and shall consist of the Borrower Claims Trust Assets. The Borrower

Claims Trust shall be administered by the Borrower Claims Trustee, subject to oversight and supervision by the Borrower Claims Trust Committee, who shall administer and distribute the Borrower Claims Trust Assets to holders of Allowed Borrower Claims in accordance with the methodology and procedures set forth in the Borrower Claims Trust Agreement. The Borrower Claims Trust shall be completely independent of the Liquidating Trust and the Liquidating Trustee shall have no authority over the Borrower Claim Trust or the Borrower Claims Trustee.

1. *Borrower Claims Trust Agreement.* On or before the Effective Date, the Borrower Claims Trust Agreement, in a form reasonably acceptable to the Plan Proponents, Ally and the Kessler Class Claimants, shall be executed, and all other necessary steps shall be taken to establish the Borrower Claims Trust and the interests therein, which shall be for the benefit of the holders of Allowed Borrower Claims. In the event of any conflict between the terms of the Plan with respect to the Borrower Claims Trust and the terms of the Borrower Claims Trust Agreement, the Borrower Claims Trust Agreement shall govern. The Borrower Claims Trust Agreement includes: (i) participation and qualification criteria for holders of Borrower Claims to receive a distribution from the Borrower Claims Trust Assets, (ii) procedures for the prosecution and settlement of objections to Borrower Claims, including those previously filed by the Debtors or any other party, (iii) the establishment of reserves for Disputed Borrower Claims; and (iv) the establishment of procedures to resolve Disputed Borrower Claims, inclusive of any counterclaims or offsets in favor of the Debtors.

2. *Purpose of the Borrower Claims Trust.* The Borrower Claims Trust shall be established to, among other things, (i) direct the processing, liquidation and payment of the Allowed Borrower Claims in accordance with the Plan, and the distribution procedures established under the Borrower Claims Trust Agreement, and (ii) preserve, hold, and manage the assets of the Borrower Claims Trust for use in satisfying Allowed Borrower Claims.

3. *Assumption of Certain Liabilities by the Borrower Claims Trust.* In consideration of the Borrower Claims Trust Assets transferred to the Borrower Claims Trust and in furtherance of the purposes of the Borrower Claims Trust and the Plan, the Borrower Claims Trust shall assume all liability for all Borrower Claims, and neither the Debtors, the Released Parties, nor the Liquidating Trust shall have any further financial or other responsibility or liability therefor.

4. *Borrower Claims Trust Assets.* The Borrower Claims Trust shall consist of the Borrower Claims Trust Assets and any other assets held from time to time incidental to the administration of the Borrower Claims Trust. On the Effective Date, the Liquidating Trust, in its capacity as Disbursing Agent, shall fund the Borrower Claims Trust with the Cash portion of the Borrower Claims Trust Assets free and clear of all Liens, Claims, and encumbrances, except to the extent otherwise provided herein.

5. *Administration of the Borrower Claims Trust.* The Borrower Claims Trust shall be administered by the Borrower Claims Trustee subject to the supervision and oversight of the Borrower Claims Trust Committee. The Borrower Claims Trustee will be designated by counsel for the Kessler Class Claimants with the consent of the Plan Proponents, which consent shall not be unreasonably withheld.

6. Distributions from the Borrower Claims Trust. It is the intention that distributions made from the Borrower Claims Trust on account of an Allowed Borrower Claim will 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 in respect of such Allowed Claim, based on the value of the assets in the Liquidating Trust available for distribution to holders of Units 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 of the Allowed Borrower Claims or to the time delay in receipt of distributions in respect of the Units issued by the Liquidating Trust). For the avoidance of doubt, the comparable recovery percentages 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 in respect of such Allowed Claim shall be established once and finally and for all purposes, including for all future distributions by the Borrower Claims Trust, at the time of and in connection with the Borrower Trust True-Up and confirmation of the Plan, and neither the amount to be transferred to the Borrower Claims Trust nor the percentage distributions from the Borrower Claims Trust shall be adjusted following the Effective Date based on actual experience with respect to recoveries from the Liquidating Trust following the Effective Date of the Plan.

Except as otherwise provided herein or in the Kessler Settlement Agreement, to the extent a Borrower recovers insurance proceeds on account of all or some of an Allowed Borrower Claim, (i) if distributions on account of such Allowed Borrower Claim have not been made, the amount of such Allowed Borrower Claim shall be reduced to the extent paid by insurance proceeds, or (ii) if distributions on account of such Allowed Borrower Claim have been made, the Borrower shall be required to return an amount equal to all distributions received by the Borrower from the Borrower Claims Trust on account of such Allowed Borrower Claim multiplied by a fraction, the numerator of which is the amount of the insurance proceeds received and the denominator of which is the amount of its Allowed Borrower Claim. Such Borrower shall thereafter continue to be entitled to its proportionate share of any future distribution from the Borrower Claims Trust. For the avoidance of doubt, the Kessler Settlement Class shall continue to be entitled to its proportionate share of any such future distribution. Any Borrower who recovers insurance proceeds on account of all or some of an Allowed Borrower Claim shall be required to notify the Borrower Claims Trustee of such recovery within ten (10) Business Days of receipt.

If any 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.

7. U.S. Federal Income Tax Treatment of Borrower Claims Trust. All parties (including, without limitation, the Debtors, the Borrower Claims Trustee, and the holders of Borrower Claims) shall treat the Borrower Claims Trust as a "qualified settlement fund" within the meaning of section 468B of the Tax Code and the Treasury Regulations thereunder.

8. Dissolution of the Borrower Claims Trust. The Borrower Claims Trustee and the Borrower Claims Trust shall be discharged or dissolved, as applicable, at such time as (i) all

Borrower Claims have been resolved by Final Order, written agreement, or pursuant to the Plan, and (ii) all distributions to be made by the Borrower Claims Trustee under the Plan and the Borrower Claims Trust Agreement have been made. Any Cash or other remaining assets in the Borrower Claims Trust shall be transferred to the Liquidating Trust upon dissolution of the Borrower Claims Trust.

9. Costs and Expenses of Borrower Claims Trust. The reasonable costs and expenses of administering the Borrower Claims Trust, including the reasonable fees and expenses of the Borrower Claims Trustee and its retained professionals, shall be funded on the Effective Date as agreed to by the Plan Proponents and Consenting Claimants. Such costs shall not include fees and expenses incurred by the Kessler Class Claimants pursuit of GM Insurance Rights.

10. Retention of Professionals by Borrower Claims Trustee. The Borrower Claims Trustee may retain and reasonably compensate counsel and other professionals to assist in its duties as Borrower Claims Trustee on such terms as the Borrower Claims Trustee deems appropriate without Bankruptcy Court approval, but subject to the terms and conditions provided for in the Borrower Claims Trust Agreement. The Borrower Claims Trustee may retain professionals who represented parties in the Chapter 11 Cases, provided such retention is otherwise permissible under applicable law.

11. Indemnification of the Borrower Claims Trustee and the Borrower Claims Trust Committee. The Borrower Claims Trustee and members of the Borrower Claims Trust Committee and their agents or professionals shall not be liable for any actions taken or omitted in its capacity as, or on behalf of, the Borrower Claims Trustee or the Borrower Claims Trust, except those acts arising out of its or their own willful misconduct, gross negligence, or bad faith, and each shall be entitled to indemnification or reimbursement for fees and expenses in defending any and all of its actions or inactions in its or their capacity as, or on behalf of, the Borrower Claims Trust except for an action or inaction involving willful misconduct, gross negligence, or bad faith. Any indemnification claim of the Borrower Claims Trustee and the Borrower Claims Trust Committee (and the other parties entitled to indemnification under this subsection) shall be satisfied solely from the Borrower Claims Trust Assets and no recourse may be had to the Liquidating Trust, the Released Parties or any creditor in these Chapter 11 Cases. The Borrower Claims Trustee and the members of the Borrower Claims Trust Committee shall be entitled to rely, in good faith, on the advice of its retained professionals.

12. Borrower Claims Trustee as Estate Representative under 1123(b)(3)(B). The Borrower Claims Trustee is hereby appointed as the representative of the Estates with respect to Borrower-Related Causes of Action pursuant to section 1123(b)(3)(B) of the Bankruptcy Code.

G. Settlement of Claims of Kessler Class Claimants

1. Settlement of Allowed Amount of Kessler Class Claims. As provided in the Kessler Settlement Agreement, as one element of, and in consideration for, an overall negotiated settlement of numerous disputed claims and issues embodied in the Plan and subject to the entry of the Kessler Settlement Approval Orders, the Kessler Settlement Class shall receive the Allowed Kessler Claim against the RFC Debtors. The sole source of recovery of the Allowed

Kessler Claim shall be distributions from the Borrower Claims Trust and the GM Insurance Rights, and not from any other assets or property of the Released Parties, the Liquidating Trust, or the Private Securities Claims Trust.

2. *Transfer of GM Insurance Rights.* Subject to entry of the Kessler Settlement Approval Orders, on the Effective Date, the Debtors shall convey, transfer, and assign the GM Insurance Rights under the GM Policies in accordance with the Kessler Settlement Agreement and the Kessler Settlement Approval Orders, to (i) the Kessler Settlement Class with respect to indemnity for the Allowed Kessler Claim, and (ii) except to the extent that any such GM Insurance Rights have been transferred by the Debtors to other creditors on or before the Effective Date, the Liquidating Trust with respect to any other GM Insurance Rights. For the avoidance of doubt, the (i) rights of the Kessler Settlement Class in and to the GM Insurance Rights and proceeds thereof, and (ii) the rights of any other creditor who has received from the Debtors an assignment of GM Insurance Rights prior to the Effective Date, shall not be transferred to the Liquidating Trust and shall not constitute Available Assets.

3. *Discovery of Additional Insurance Policies.* Subject to the entry of the Kessler Settlement Approval Orders, if, 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 will 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.

H. NJ Carpenters Claims Settlement

The NJ Carpenters Settlement, which is subject to the NJ Carpenters Approval, contemplates the payment of the NJ Carpenters Claims Distribution in settlement of the NJ Carpenters Claims, which amount shall be the sole source of recovery available in respect of the NJ Carpenters Claims. If the NJ Carpenters Approval occurs, the NJ Carpenters Class Members shall be entitled to the NJ Carpenters Claims Distribution. The NJ Carpenters Class Opt-Outs shall not receive any portion of the NJ Carpenters Claims Distributions and shall receive no consideration under the Plan other than in respect of their Allowed Claims against the Estates, which Claims shall be classified as General Unsecured Claims and may be subject to subordination. The reasonable costs of class notice and administration shall be advanced by the Debtors prior to the Effective Date in accordance with applicable orders of the Bankruptcy Court and District Court, which costs will be deducted from the NJ Carpenters Claims Distribution. Absent the NJ Carpenters Approval, the NJ Carpenters Class Members will not receive any portion of the NJ Carpenters Claims Distribution, and, to the extent any NJ Carpenters Class Members hold Allowed Claims, such Claims shall be classified as General Unsecured Claims, which claims may be subject to subordination.

I. Senior Unsecured Notes Settlement

The Plan shall constitute a good faith compromise and settlement of claims that the Senior Unsecured Notes Indenture Trustee, on behalf of the Senior Unsecured Noteholders, has against the Ally Released Parties and any Debtor, both as described in the Disclosure Statement.

Distributions to the Senior Unsecured Noteholders shall be carried out consistent with Article VII.G.1 of the Plan.

J. Adjustment Mechanism

The allocation of Units issuable pursuant to the Plan shall be determined in accordance with the following adjustment mechanism. Prior to the Initial Unit Distribution Date, a determination shall be made of the estimated amount of the General Unsecured Claims against each of the Debtor Groups that are Disputed Claims, in accordance with the provisions of Article VIII.D. Thereupon, the Unit Issuance Percentages shall be adjusted such that all holders of Allowed Unsecured Claims and the Private Securities Claims Trust shall share proportionately in the accretion or dilution of recoveries as a result of variances in the Allowed amounts of Unsecured Claims from the amounts set forth in the Disclosure Statement; and shall be further adjusted through an iterative mathematical process such that all holders of Allowed Unsecured Claims against a Debtor Group receive Units in the same ratio of number of Units to Allowed amount of Claim. For the purposes of this paragraph, “proportionately” means in proportion to the recovery of the holders of Unsecured Claims in the amounts set forth in the Disclosure Statement.

The Debtor Group Unit Distributions shall be determined based on the respective Unit Issuance Percentages, after adjustment, and shall include, with respect to each Debtor Group, the Units to be issued to holders of Allowed Unsecured Claims against that Debtor Group as of the Initial Unit Distribution Record Date and the Units to be issued to the Disputed Claims Reserve with respect to that Debtor Group.

K. Cancellation of Securities, Indentures, and Other Documents Evidencing Claims and Equity Interests

Subject to the assumption of Executory Contracts and Unexpired Leases as set forth in the Plan, and except for purposes of evidencing a right to distributions under the Plan, on the Effective Date, all notes, stock, instruments, certificates, indentures, guarantees, and other documents or agreements evidencing a Claim against or Equity Interest in the Debtors will be deemed automatically cancelled with respect to the Debtors and shall be of no further force or effect as against the Debtors, whether such document is surrendered for cancellation or not, and the obligations of Ally, the Debtors, or the Liquidating Trust, thereunder or in any way related thereto will be discharged.

Notwithstanding anything to the contrary herein, the Senior Unsecured Notes Indenture will continue in effect for the limited purposes of: (i) allowing the Senior Unsecured Noteholders to receive distributions on account of their Senior Unsecured Notes Claims, and (ii) allowing the Senior Unsecured Notes Indenture Trustee to make distributions in accordance with the terms of the Plan, to fund the Senior Unsecured Notes Indenture Trustee Reserve, and to exercise its Senior Unsecured Notes Indenture Trustee Charging Lien against distributions under the Plan and against the Senior Unsecured Notes Indenture Trustee Reserve for payment of Senior Unsecured Notes Indenture Trustee Fees and Expenses.

Notwithstanding anything to the contrary herein, the First Priority Security Agreement will continue in effect for the limited purposes of allowing the First Priority Collateral Agent to exercise its First Priority Collateral Agent Lien for the payment of First Priority Collateral Agent Fees and Expenses.

Notwithstanding anything to the contrary herein, all Junior Secured Notes, the Junior Secured Notes Indenture and the Junior Secured Notes Security Agreement shall be deemed automatically canceled and discharged on the Effective Date, provided, however, that the Junior Secured Notes, the Junior Secured Notes Indenture and the Junior Secured Notes Security Agreement shall continue in effect solely for the purposes of (i) allowing the Junior Secured Noteholders to receive distributions on account of their Junior Secured Notes Claims as provided in the Plan, (ii) allowing the Junior Secured Notes Indenture Trustee to make the distributions to be made on account of the Junior Secured Notes; and (iii) permitting the Junior Secured Notes Indenture Trustee to assert its Junior Secured Notes Indenture Trustee Charging Lien against such distributions for payment of the Junior Secured Notes Indenture Trustee Fees and the Junior Secured Notes Collateral Agent Fees and Expenses.

L. Treatment of Intercreditor Agreement

Nothing contained herein shall affect the enforceability of the Intercreditor Agreement in accordance with, and subject to, the terms thereof and any applicable law, and all rights and obligations, if any, of the parties to the Intercreditor Agreement thereunder, or in connection therewith, are preserved; provided, on and after the Effective Date, the obligation of the Liquidating Trust, as successor to the Debtors under the Intercreditor Agreement shall be limited to facilitating enforcement of the Intercreditor Agreement as between the other parties thereto; provided further, however, that notwithstanding anything to the contrary contained herein, the Estates and the Liquidating Trust shall not in any way incur any monetary obligations to any party as a result of or in any way related to the enforcement of the terms of the Intercreditor Agreement.

M. Compensation Order

Notwithstanding anything herein to the contrary, following the Effective Date, Ally and the Liquidating Trust shall continue to comply with their respective obligations under the Compensation Order.

N. Corporate Action

Except as otherwise provided in the Plan, the corporate or related actions to be taken by or required of the Debtors in connection with each matter provided for by the Plan shall, as of the Effective Date, be deemed to have occurred and be effective as provided in the Plan, and shall be authorized, approved, and, to the extent taken prior to the Effective Date, ratified in all respects without any requirement of further action by holders of Claims or Equity Interests, directors of the Debtors, or any other Entity. On or prior to the Effective Date, the appropriate officers of the Debtors shall be authorized and directed to issue, execute, and deliver the agreements, securities, instruments, or other documents contemplated by the Plan, or necessary or desirable to effect the transactions contemplated by the Plan, in the name of and on behalf of

the Debtors, prior to the Effective Date, or the Liquidating Trust, following the Effective Date. Notwithstanding any requirements under nonbankruptcy law, the authorizations and approvals contemplated by this provision shall be effective.

On the Effective Date, upon the appointment of the Liquidating Trust Board, the persons acting as directors, managers, and officers of the Debtors prior to the Effective Date as the case may be, will be released from all further authority, duties, responsibilities, and obligations relating to and arising from operations of the Debtors or the Chapter 11 Cases, including, for the avoidance of doubt, the continuing obligations related to the DOJ/AG Settlement. Upon such release and discharge, the Liquidating Trust Board will be charged with the authority, duties, responsibilities, and obligations relating to and arising from operations of the Debtors and these Chapter 11 Cases, except to the extent such authority, duties, responsibilities, and obligations are to be undertaken by the Private Securities Claims Trustee, the RMBS Claims Trust Trustees, the Borrower Claims Trustee, or, with respect to the NJ Carpenters Claims Distribution, in each case as provided in the Plan.

O. Dissolution of the Debtors

On and after the Effective Date, the Liquidating Trust Board shall be authorized, in its sole and absolute discretion, to take all actions reasonably necessary to manage or dissolve the Debtors and their subsidiaries, including the Non-Debtor Subsidiaries, under applicable laws, including the laws of the jurisdictions in which they may be organized or registered, notwithstanding any applicable consent requirements or other restrictions contained in any financing agreements or other debt documents to which any Debtor is a party, and to pay all reasonable costs and expenses in connection with such dissolutions, including the costs of preparing or filing any necessary paperwork or documentation. The Liquidating Trust Board shall have no liability for using its discretion to dissolve or not dissolve any of the Debtors or their subsidiaries. Whether or not dissolved, the Debtors shall have no authorization to implement the provisions of this Plan from and after the Effective Date except as specifically provided otherwise in the Plan. Notwithstanding the foregoing, the Liquidating Trust Board shall not dissolve any Debtor to the extent such Debtor is required to hold Available Assets after the Effective Date pursuant to Article VI.C of the Plan, and any such Debtors shall be authorized to take such actions at the direction of the Liquidating Trust Board as may be necessary to implement the provisions of the Plan with respect to such Available Assets.

P. Effectuating Documents; Further Transactions

On the Effective Date, the Liquidating Trust Board will be authorized to take any actions or effect transactions, including conversions, dissolutions, transfers, liquidations, or other corporate transactions, as may be determined by the Liquidating Trust Board to be necessary or appropriate to implement to terms of the Plan. After the Effective Date, the Liquidating Trust Board may utilize the aforementioned authority without any further notice to or action, order or approval of the Bankruptcy Court.

On and after the Effective Date, the Liquidating Trust Board, directly or acting through the Liquidating Trust Management, is authorized to and may issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents and

take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan in the name of and on behalf of the Plan Proponents, without the need for any approvals, authorizations, or consents, except for those expressly required by the Plan.

Q. Exemption from Certain Taxes and Fees

Pursuant to Bankruptcy Code section 1146(a), any transfers of property pursuant to the Plan shall not be subject to any stamp, real estate transfer, mortgage reporting, or other similar tax or governmental assessment in the United States, and the Confirmation Order shall direct and be deemed to direct the appropriate state or local governmental officials or agents to forego the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment.

R. 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, without limitation, 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).

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.

ARTICLE V.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Rejection of Executory Contracts and Unexpired Leases

Except as otherwise provided herein, each Executory Contract and Unexpired Lease not previously assumed shall be deemed automatically rejected pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date, unless any such Executory Contract or Unexpired Lease: (i) is expressly identified on the Assumption Schedule; (ii) has been previously assumed by the Debtors by Final Order or has been assumed by the Debtors by order of the Bankruptcy Court as of the Effective Date, which order becomes a Final Order after the Effective Date; (iii) is the subject of a motion to assume pending as of the Effective Date; or (iv) is otherwise assumed pursuant to the terms herein. The Confirmation Order will constitute an order of the Bankruptcy Court approving such rejections pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date or as otherwise set forth in the Plan Supplement.

All Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, including any Executory Contracts or Unexpired Leases rejected or deemed rejected under the Plan, must be Filed in accordance with the procedures set forth in the Bar Date Order by the Rejection Damages Claim Bar Date or such Claims will be automatically disallowed, forever barred from assertion, and shall be unenforceable against the Debtors, the Liquidating Trust, or their assets or properties without the need for any objection by the Liquidating Trust or further notice to, or action, order, or approval of the Bankruptcy Court. All Allowed Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases will be classified as General Unsecured Claims against the applicable Debtor Groups and treated in accordance with the terms of Article III. The deadline to object to Claims arising from

the rejection of Executory Contracts or Unexpired Leases, if any, shall be the Claims Objection Deadline.

B. Assumption of Executory Contracts and Unexpired Leases

The Debtors will file the Assumption Schedule with the Bankruptcy Court at least twenty-one (21) days before the commencement of the Confirmation Hearing. The Assumption Schedule will include (a) the name of the non-Debtor counterparty, (b) the legal description of the Executory Contract or Unexpired Lease to be assumed, and (c) the proposed amount to be paid on account of an associated Cure Claim, if any. On or as soon as practicable thereafter, the Debtors will serve a notice of filing of the Assumption Schedule upon each non-Debtor counterparty listed thereon that will describe the procedures by which such parties may object to the proposed assumption of their respective Executory Contract or Unexpired Lease or the proposed Cure Claim amount, and explain how such disputes will be resolved by the Bankruptcy Court if the parties are not able to resolve a dispute consensually. Objections, if any, to the proposed assumption and/or Cure Claim must be filed with the Bankruptcy Court and served so as to be actually received by the Debtors no later than fourteen (14) days from the date of filing the Assumption Schedule. Any non-Debtor counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or Cure Claim amount will be deemed to have assented to such assumption or Cure Claim amount.

If an objection to the proposed Cure Claim is sustained by the Bankruptcy Court, the Plan Proponents, prior to the Effective Date, or the Liquidating Trust, following the Effective Date, may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming it on proper notice to the non-Debtor counterparty thereto, which non-Debtor counterparties shall then be entitled to file Proofs of Claim asserting Claims arising from the rejection thereof, if applicable, in accordance with the terms of the Plan and the Bar Date Order.

The Plan Proponents, prior to the Effective Date, or the Liquidating Trust, following the Effective Date, may settle any dispute on the amount of a Cure Claim without further notice to any party or action, approval, or order of the Bankruptcy Court. If the Plan Proponents, prior to the Effective Date, or the Liquidating Trust, following the Effective Date, object to any request for payment of a Cure Claim, the Bankruptcy Court shall determine the Allowed amount of such Cure Claim and any related issues. Unless the parties to the Executory Contract or Unexpired Lease agree otherwise, all disputed defaults that are required to be cured shall be cured by the later of (i) ten (10) days after entry of a Final Order determining the amount, if any, of the Debtors' liability with respect thereto and (ii) the Effective Date. The Plan Proponents, prior to the Effective Date, or the Liquidating Trust, following the Effective Date, reserve the right either to reject or nullify the assumption of any Executory Contract or Unexpired Lease no later than thirty (30) days after a Final Order determining a Cure Claim greater than that proposed by the Debtors.

ASSUMPTION OF ANY EXECUTORY CONTRACT OR UNEXPIRED LEASE PURSUANT TO THE PLAN OR OTHERWISE SHALL RESULT IN THE FULL RELEASE AND SATISFACTION OF ANY CLAIMS OR DEFAULTS, WHETHER MONETARY OR NONMONETARY, INCLUDING DEFAULTS OF PROVISIONS RESTRICTING THE CHANGE IN CONTROL OR OWNERSHIP INTEREST

COMPOSITION OR OTHER BANKRUPTCY-RELATED DEFAULTS, ARISING UNDER ANY ASSUMED EXECUTORY CONTRACT OR UNEXPIRED LEASE AT ANY TIME BEFORE THE DATE OF THE DEBTORS OR THE LIQUIDATING TRUST ASSUME SUCH EXECUTORY CONTRACT OR UNEXPIRED LEASE. ANY PROOFS OF CLAIM FILED WITH RESPECT TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE THAT HAS BEEN ASSUMED SHALL BE DEEMED DISALLOWED AND EXPUNGED, WITHOUT FURTHER NOTICE TO OR ACTION, ORDER OR APPROVAL OF THE BANKRUPTCY COURT.

Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Assumption Schedule, nor anything contained in the Plan or each Debtor's Schedules, shall constitute an admission by the Debtors that any such contract or lease is or is not in fact an Executory Contract or Unexpired Lease capable of assumption, that any Debtor has any liability thereunder or that such Executory Contract or Unexpired Lease is necessarily a binding and enforceable agreement. Further, the Plan Proponents expressly may (a) remove any Executory Contract or Unexpired Lease from the Assumption Schedule and reject an Executory Contract or Unexpired Lease pursuant to the terms of the Plan, up until the Effective Date and (b) contest any Claim (or cure amount) asserted in connection with assumption of any Executory Contract or Unexpired Lease.

The assumption of Executory Contracts and Unexpired Leases under the Plan shall include the vesting of such contracts in the Liquidating Trust. The Confirmation Order will constitute an order of the Bankruptcy Court approving the above-described assumptions, assignments, and vesting.

In the event a written objection is filed with the Bankruptcy Court as to whether a contract or lease is executory or unexpired, the right of the Plan Proponents to move to assume or reject such contract or lease shall be extended until the date that is thirty (30) days after the entry of a Final Order by the Bankruptcy Court determining that the contract or lease is executory or unexpired, in which case the deemed assumptions and rejections provided for in the Plan shall not apply to such contract or lease.

C. Contracts and Leases Entered Into After the Petition Date

Counterparties to contracts and leases entered into after the Petition Date by a Debtor, including any Executory Contract or Unexpired Lease assumed by a Debtor, must File a proof of claim for an Administrative Claim against the appropriate Debtor by the Administrative Claims Bar Date or have their rights with respect to such Administrative Claims forever waived and released; provided that this provision shall not apply to any Ally Contract Claims. Executory Contracts and Unexpired Leases entered into after the Petition Date by any Debtor will vest in the Liquidating Trust. Accordingly, the Liquidating Trust shall be deemed a successor in interest to the Debtors under, and a beneficiary of, such contracts and unexpired leases, and any rights, obligations and benefits thereunder shall be transferred to the Liquidating Trust.

D. Pre-existing Obligations to the Debtors Under Executory Contracts and Unexpired Leases

Rejection of any Executory Contract or Unexpired Lease pursuant to this Plan or otherwise shall not constitute a termination of pre-existing obligations owed to the Debtors under such Executory Contract or Unexpired Lease. Notwithstanding any applicable non-bankruptcy law to the contrary, the Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a non-Debtor party to provide, warranties, indemnifications or continued maintenance obligations on goods previously purchased, or services previously received, by the contracting Debtors from non-Debtor parties to rejected Executory Contracts or Unexpired Leases, and any such rights shall vest in the Liquidating Trust as of the Effective Date.

E. Nonoccurrence of Effective Date

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any consensual request, pursuant to Bankruptcy Code section 365(d)(4), to extend the deadline for assuming or rejecting Executory Contracts and Unexpired Leases.

F. No Change in Control

The consummation of the Plan or the assumption of any Executory Contract or Unexpired Lease is not intended to, and shall not, constitute a change in ownership or change in control under any employee benefit plan or program, financial instrument, loan or financing agreement, Executory Contract or Unexpired Lease or contract, lease or agreement in existence on the Effective Date to which a Debtor is a party.

ARTICLE VI.

THE LIQUIDATING TRUST

A. Generally; Creation and Conversion

The powers, authority, responsibilities, and duties of the Liquidating Trust are set forth in and will be governed by the Liquidating Trust Agreement, the form of which shall be included in the Plan Supplement. The Liquidating Trust shall be a representative of the Estates pursuant to section 1123(b)(3)(B).

A predecessor to the Liquidating Trust was initially formed pursuant to a Declaration of Trust as a common law trust under the laws of the State of Delaware. On or prior to the Effective Date, the Delaware Trustee will file a Certificate of Conversion and a Certificate of Trust in accordance with the Delaware Statutory Trust Act to convert the initial trust to a Delaware statutory trust that will constitute the Liquidating Trust under the Plan.

B. Purpose of the Liquidating Trust

The Liquidating Trust shall be 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 described in this Plan and set forth in the Liquidating Trust Agreement. The Liquidating Trust, acting through the Liquidating Trust Board, Liquidating Trust Management, and their agents, shall wind down the affairs of the Debtors and perform the assumed obligations under the DOJ/AG Settlement, Consent Order, and Order of Assessment in accordance with the terms of the Plan.

C. Transfer of Assets to the Liquidating Trust

On the Effective Date, the Debtors are authorized and directed to transfer, grant, assign, convey, set over, and deliver to the Liquidating Trustee, for the benefit of the Liquidating Trust, in the form thereof existing on such date, all of the Debtors' and Estates' right, title and interest in and to the Available Assets 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.

Notwithstanding the foregoing, (i) if on the Effective Date, any of the Available Assets cannot be transferred to the Liquidating Trust or it is deemed impractical or inadvisable to do so, as determined by the Liquidating Trust Manager, the Debtors shall continue to hold such Available Assets, as bailee for the account of the Liquidating Trust, until such time as the Liquidating Trust may receive such Available Assets (and any proceeds of such assets retained by the Debtors shall constitute Available Assets) and (ii) subject to the entry of the Kessler Settlement Approval Order, the GM Insurance Rights to be assigned to the Kessler Settlement Class or any other GM Insurance Rights that are assigned to any other Creditor pursuant to order of the Bankruptcy Court prior to or at Confirmation, shall be excluded from the Available Assets assigned to the Liquidating Trust.

The Debtors and 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 the Available Assets to the Liquidating Trust and consummate transactions contemplated by and to otherwise carry out the intent of the Plan. Upon the transfer of the 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 Liquidating Trust Assets or the Liquidating Trust.

D. Liquidating Trust Expenses Set Aside and Administrative, Priority, Secured and Convenience Distribution Reserve

The Liquidating Trust Expenses Set Aside shall be established on the Effective Date for the purpose of maintaining Cash from time to time necessary, subject to the Liquidating Trust Budget, to satisfy reasonable costs and expenses of the Liquidating Trust and other obligations

incurred or reasonably anticipated by the Liquidating Trust in accordance with the Plan Documents, including, without limitation, fees and costs incurred in connection with (i) the implementation of the Plan, including to the extent not paid on the Effective Date, funds for making the payments provided in Article VII.B, (ii) the liquidation of the Liquidating Trust Assets, (iii) the resolution of Disputed Claims, and other Causes of Action, (iv) the winding down of the Estate and affairs of the Debtors, (v) the costs of performing under the DOJ/AG Settlement, (vi) the reserves for potential liabilities and (vii) compensation for the Liquidating Trust Board, Liquidating Trust Management, and the employees, professionals, advisors and other agents of the Liquidating Trust. In its discretion, the Liquidating Trust Board may reserve non-Cash assets in satisfaction of the aforesaid set-aside requirements, which non-Cash assets may be monetized from time to time and the Cash so realized included in the Liquidating Trust Expenses Set Aside, 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. Any Cash released from the Liquidating Trust Expenses Set Aside shall be available for distribution to the Unitholders, and any other assets released from the Liquidating Trust Expenses Set Aside shall become general, unrestricted assets of the Liquidating Trust.

The Administrative, Priority, Secured and Convenience Distribution Reserve shall be established on the Effective Date for the purpose of maintaining Cash from time to time necessary to satisfy (i) Administrative Claims, Priority Tax Claims, Other Priority Claims, Other Secured Claims and Junior Secured Notes Claims that are (a) Allowed as of the Effective Date but that cannot be paid on or promptly following the Effective Date, or (b) Disputed Claims as of the Effective Date but that may become Allowed after the Effective Date, (ii) Professional Claims that are Allowed or that may become Allowed on or after the Effective Date, and (iii) General Unsecured Convenience Claims that are Allowed or that may become Allowed on or after the Effective Date. In its discretion, the Liquidating Trust Board may reserve non-Cash assets in satisfaction of the aforesaid reserve requirements, which non-Cash assets may be monetized from time to time by the Administrative, Priority, Secured and Convenience Distribution Reserve, 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. Any Cash released from the Administrative, Priority, Secured and Convenience Distribution Reserve shall be available for distribution to the Unitholders, and any other assets released from the Administrative, Priority, Secured and Convenience Distribution Reserve shall become general, unrestricted assets of the Liquidating Trust.

E. Liquidating Trust Governance

The affairs of the Liquidating Trust shall be managed by, or under the direction of, the Liquidating Trust Board, which shall consist of five (5) Liquidating Trustees, one of whom shall be selected by each of (i) MBIA, (ii) FGIC, (iii) the RMBS Trustees that are members of the Creditors' Committee, the Steering Committee Consenting Claimants and the Talcott Franklin Consenting Claimants, jointly, (iv) Paulson, and (v) the holders of Private Securities Claims, and

such other Liquidating Trustees as agreed to by the Plan Proponents and the Consenting Claimants. The Liquidating Trust Board shall be authorized and empowered to undertake, acting through the management and agents of the Liquidating Trust, actions on behalf of the Liquidating Trust, including without limitation (i) to hold, manage, dispose and convert to Cash, the Liquidating Trust Assets, (ii) to maintain the Liquidating Trust Expenses Set Aside, the Disputed Claims Reserve, and the Administrative, Priority, Secured and Convenience Distribution Reserve, (iii) to appoint and supervise management and agents of the Trust and (iv) to prepare and review periodic financial reports of the Liquidating Trust.

The Liquidating Trust Board shall elect a Liquidating Trustee to act as the Chairman of the Liquidating Trust Board and may designate one or more committees of the Liquidating Trust Board. The Liquidating Trust Board shall appoint officers or other representative agents of the Liquidating Trust, including a Liquidating Trust manager and a secretary, to serve as the Liquidating Trust Management and carry out the purpose of the Liquidating Trust. The Liquidating Trust Management shall be authorized to hire employees and engage advisors and other professionals, subject to any limitations imposed by the Liquidating Trust Board.

F. Financial Statements/Reporting

The Liquidating Trust will provide or make available certain financial and other information, including annual and quarterly financial statements, and will also provide other information to the extent required to make the Units freely tradable in accordance with applicable securities laws.

G. Tax Treatment

1. *In General*

For all U.S. 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:

(a) 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 VII.B of the Plan or that are allocable to Disputed Claims (based on such Claims' Pro Rata Share of such Liquidating Trust Assets), followed by

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

Accordingly, those holders of Allowed Unsecured Claims receiving Units shall be treated for U.S. federal income tax purposes as the grantors and owners of their respective share of the Liquidating Trust Assets (other than such Liquidating Trust Assets that will be distributed pursuant to Article VII.B of the Plan or that are allocable to Disputed Claims). The foregoing treatment shall also apply, to the extent permitted by applicable law, for state and local income tax purposes.

2. *Tax Reporting.*

(a) The Liquidating Trust shall file returns treating the Liquidating Trust as a grantor trust pursuant to Treasury Regulation section 1.671-4(a) and in accordance with this Article VI.G. The Liquidating Trust also shall annually send or otherwise make available to each holder of Units 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 U.S. federal income tax returns or to forward the appropriate information to their respective beneficial holders with instructions to report such items on their U.S. federal income tax returns. The Liquidating Trust Board 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.

(b) As soon as possible after the Effective Date, the Liquidating Trust shall make a good-faith valuation of the Liquidating Trust Assets, and such valuation shall be made available from time to time, to the extent relevant, and shall be used consistently by all parties (including, without limitation, the Debtors, the Liquidating Trust, the holders of Allowed Unsecured Claims, and the Unitholders) for all U.S. federal income tax purposes.

(c) Allocation of Liquidating Trust taxable income and loss among the Unitholders (other than taxable income and loss allocable to the Disputed Claims Reserve) shall be made pro rata to the Unitholders.

(d) The Liquidating Trust shall (A) treat the Disputed Claims Reserve and 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 shall be responsible for payment, out of the Liquidating Trust Assets, 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 Claims of Liquidating Trust Unit Beneficiaries in the Disputed Claims Reserve is insufficient to pay the portion of any such taxes attributable to the taxable income arising from the assets allocable to, or retained on account of, such Disputed Claims, such taxes shall be (i) reimbursed from any subsequent Cash amounts retained on account of such Disputed Claims or (ii) to the extent such Disputed Claims subsequently have been resolved, deducted from any amounts otherwise distributable as a result of the resolution of such Disputed Claims.

(f) 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.

H. Duration

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 available for distribution pursuant to the Plan, (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 by the Liquidating Trust 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 (3rd) 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).

I. Conflicting Terms To the extent that the terms of the Plan with respect to the Liquidating Trust are inconsistent with the terms set forth in the Liquidating Trust Agreement, then the terms of the Liquidating Trust Agreement shall govern.

J. Exculpation; Indemnification; Insurance

The Liquidating Trust Agreement shall provide for the following with respect to exculpation, indemnification, and insurance:

1. None of the Delaware Trustee, the Liquidating Trustees, the Liquidating Trust Management or Liquidating Trust Agents, 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, no 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.

2. 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 Unit Beneficiaries, in connection with the affairs of the Liquidating Trust to the fullest extent provided under section 3803 of the Delaware Statutory 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.

3. The Liquidating Trust Board, the Delaware Trustee, the Liquidating Trust Management and their respective affiliates, and their respective officers, directors, partners, members, managers and employees shall be indemnified to the fullest extent permitted by law by the Liquidating Trust against all liabilities arising out of the creation, operation or termination of the Liquidating Trust, including actions taken or omitted in fulfillment of their duties with respect to the Liquidating Trust, except for those acts that are determined by Final Order to have arisen out of their own willful misconduct, gross negligence, or bad faith.

4. The Liquidating Trust will maintain customary insurance coverage for the protection of the Liquidating Trustees, the Delaware Trustee and the Liquidating Trust Management from and after the Effective Date.

ARTICLE VII.

PROVISIONS GOVERNING ISSUANCE OF UNITS AND OTHER DISTRIBUTIONS

A. Applicability

The provisions of this Article VII shall govern distributions to the extent not otherwise provided for in the Plan or in any indenture, trust agreement or plan of allocation recognized under the Plan. To the extent the provisions of any such indenture, trust agreement or plan of allocation address specific matters set forth in this Article VII, the provision of such indenture, trust agreement or plan of allocation shall govern.

B. Cash Distributions

1. *Administrative, Priority, Secured and General Unsecured Convenience Claims.* On or as soon as practicable after the Effective Date, if the Debtors shall not otherwise have done so, the Liquidating Trust, in its capacity as Disbursing Agent, shall make Cash distributions to holders of Allowed Administrative Claims, Allowed Priority Tax Claims, Allowed Other Priority Claims, Allowed Other Secured Claims, Junior Secured Notes Claims, Allowed ETS Unsecured Claims and Allowed General Unsecured Convenience Claims.

2. *Borrower Claims Trust.* On the Effective Date, the Debtors shall transfer the Borrower-Related Causes of Action to the Borrower Claims Trust. On or as soon as practicable after the Effective Date, if the Debtors shall not otherwise have done so, the Liquidating Trust, in its capacity as Disbursing Agent, shall fund the Borrower Claims Trust with \$57.6 million in Cash, subject to the Borrower Trust True-Up, and shall also make a one-time cash payment to the Borrower Claims Trust on the Effective Date in the amount set forth in the Borrower Claims Trust Agreement, which amount represents the amount of the administrative fees and expenses of the Borrower Claims Trust to be funded by the Liquidating Trust. Distributions to holders of Borrower Claims will be made in accordance with methodology, criteria and procedures established in the Borrower Claims Trust Agreement.

3. *NJ Carpenters Claims Settlement.* Assuming the NJ Carpenters Approval, if the Debtors shall not otherwise have done so, the Liquidating Trust, in its capacity as Disbursing Agent, shall fund the NJ Carpenters Claims Distribution with Cash within ten (10) business days of the Effective Date. Distributions to holders of NJ Carpenters Claims will be made in accordance with the methodology, criteria and procedures established in the NJ Carpenters Plan of Allocation.

C. Initial Issuance of Units and Distributions in Respect of Units by the Liquidating Trust

On the Initial Unit Distribution Date, the Liquidating Trust shall issue Units to the RMBS Claims Trust, the Private Securities Claims Trust, the Disputed Claims Reserve, and the holders of Allowed Unsecured Claims (other than RMBS Trust Claims and ETS Unsecured Claims), in

each case, as of the Initial Unit Distribution Record Date, in accordance with the terms of the Plan, including the RMBS Trust Allocation Protocol.

Units shall entitle the holder thereof to receive a Pro Rata Unit Share of the distributions of Distributable Cash paid by the Liquidating Trust, when and as such distributions are made. Prior to making any distributions on the Units, the Liquidating Trust will (i) fund the Borrower Claims Trust with the Borrower Claims Trust Assets, and the NJ Carpenters Claims Distribution, and (ii) pay, or adequately reserve for the payment in full of, all Allowed Administrative Claims, Allowed Priority Tax Claims, Allowed Other Priority Claims, Allowed Other Secured Claims, and Allowed Junior Secured Notes Claims, and General Unsecured Convenience Claims, including funding the Administrative, Priority, Secured and Convenience Distribution Reserve. Distributions on account of Disputed Claims shall be made in accordance with Article VIII.D. of the Plan.

Units will be issued in global certificate form only and registered to DTC, with interests in the certificate being held through DTC participants, for so long as the Units are eligible to be held through DTC. Liquidating Trust Unit Beneficiaries must follow specified procedures to designate a direct or indirect DTC participant to receive their Units. The Units shall be freely negotiable and transferrable, subject to restrictions under applicable securities laws. The Units shall not be listed on any national security exchange or interdealer quotation system, and the Liquidating Trust shall not take any action to promote or facilitate a trading market in the Units.

On each Distribution Date, pursuant to the Liquidating Trust Agreement, the Liquidating Trust (i) shall distribute to each Unitholder, on account of its Units, an amount equal to its respective Pro Rata Unit Share of the Distributable Cash, and (ii) shall deposit into the Disputed Claims Reserve the Pro Rata Unit Share of the Distributable Cash allocable to the Units held in the Disputed Claims Reserve. The initial distribution of Distributable Cash to the Unitholders shall be made by the Liquidating Trust on an initial Distribution Date as soon as practicable after the Effective Date. Subsequent Distribution Dates shall be determined by the Liquidating Trust Board from time to time, but shall occur no less frequently than at intervals provided in the Liquidating Trust Agreement, provided that the Liquidating Trust shall not be required to make a distribution if the aggregate Distributable Cash at the time would make the distribution impracticable, as determined by the Liquidating Trust Board.

Holders of Units shall not be entitled to interest on Cash distributions made in respect of such Units, regardless of when such distributions are made.

D. Fractional Units

No fractional Units shall be issued or distributed under the Plan. The actual distribution of Units shall be rounded to the next higher or lower whole number as follows: (i) fractions less than one-half ($\frac{1}{2}$) shall be rounded to the next lower whole number and (ii) fractions equal to or greater than one-half ($\frac{1}{2}$) shall be rounded to the next higher whole number. The total amount of Units to be distributed hereunder 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. Timing and Calculation of Amounts to be Distributed

1. Distributions on Account of Claims Allowed as of the Effective Date

Except as otherwise provided in the Plan, on the Effective Date or as soon as practicable thereafter, each holder of an Allowed Claim against the Debtors as of the Effective Date shall receive the full amount of the distributions that the Plan provides for Allowed Claims in the applicable Class. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

2. Distributions on Account of Claims Allowed After the Effective Date

If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made to the extent such Claims are Allowed in accordance with the provisions set forth in Article VIII with respect to dispute resolution. Except as otherwise provided in the Plan, a Final Order, or as agreed to by the relevant parties, distributions under the Plan on account of Disputed Claims that become Allowed after the Effective Date shall be made as soon as practicable after the Disputed Claim becomes an Allowed Claim.

Except as otherwise provided in the Plan, holders of Claims shall not be entitled to interest on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date.

F. Disbursing Agent

1. Generally

All distributions under the Plan shall be made by the Liquidating Trust, as Disbursing Agent, or by such other Person designated by the Liquidating Trust to act as a Disbursing Agent. Except as otherwise ordered by the Bankruptcy Court, a Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties.

2. Rights and Powers of the Disbursing Agent

The Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, securities, instruments, and other documents necessary to perform its duties under the Plan; (b) make all distributions contemplated by the Plan; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions of the Plan.

3. Expenses Incurred On or After the Effective Date

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by a Person designated by the Liquidating Trust as Disbursing Agent on

or after the Effective Date (including taxes) and any reasonable compensation and expense reimbursement claims (including reasonable attorney fees and expenses) made by the Disbursing Agent shall be paid in Cash by the Liquidating Trust from the Liquidating Trust Expenses Set Aside.

G. Delivery of Distributions and Undeliverable or Unclaimed Distributions

1. Delivery of Distributions

If a Creditor holds more than one Allowed Claim in any one Class, all Allowed Claims of the Creditor in a single Class will be aggregated into one Allowed Claim and one distribution will be made with respect to the aggregated Allowed Claim.

Distributions under this Plan to holders of Junior Secured Notes Claims shall be made to the Junior Secured Notes Indenture Trustee, which, subject to the right of the Junior Secured Notes Indenture Trustee to assert its Junior Secured Notes Indenture Trustee Charging Lien against such distributions, shall transmit such distributions to the holders of such Junior Secured Notes Claims as provided in the Junior Secured Notes Indenture. Notwithstanding any provision contained in this Plan to the contrary, the distribution provisions contained in the Junior Secured Notes Indenture shall continue in effect to the extent necessary to authorize the Junior Secured Notes Indenture Trustee to receive and make distributions to the Junior Secured Noteholders on account of the Junior Secured Notes Claims and shall terminate completely upon completion of all such distributions. Notwithstanding anything to the contrary in this Plan, the Junior Secured Notes may continue to trade until the Junior Secured Notes Distribution Record Date. As of the close of business on the Junior Secured Notes Distribution Record Date, (i) the transfer books and records of the Junior Secured Notes as maintained by the Junior Secured Notes Indenture Trustee or its agent shall be closed, and (ii) any transfer of any Junior Secured Notes, Junior Secured Notes Claims or any interest therein shall be prohibited. The Debtors, the Liquidating Trust and the Junior Secured Notes Indenture Trustee shall have no obligation to recognize any transfer of any Junior Secured Notes, Junior Secured Notes Claims or any interest therein occurring after the close of business on the Junior Secured Notes Distribution Records Date, and shall instead be entitled to recognize and deal for all purposes under this Plan with only those holders of records as of the close of business on the Junior Secured Notes Distribution Record Date. The Junior Secured Notes Indenture Trustee may assert its rights under the Junior Secured Notes Indenture Trustee Charging Lien, including for the payment of any and all accrued Junior Secured Notes Indenture Trustee Fees and Junior Secured Notes Collateral Agent Fees and Expenses. The Junior Secured Notes Indenture Trustee may withhold distribution of any Cash it receives on account of the Junior Secured Notes Claim until such time as it determines that it has received sufficient payments to satisfy all accrued and reasonably expected Junior Secured Notes Indenture Trustee Fees and Junior Secured Notes Collateral Agent Fees and Expenses, and such payments shall be made in accordance with the requirements of the Junior Secured Notes Indenture and the Junior Secured Notes Security Agreement, as applicable.

Distributions under the Plan to Senior Unsecured Noteholders shall be made to the Senior Unsecured Notes Indenture Trustee for the benefit of the Senior Unsecured Noteholders and shall be deemed completed when made to the Senior Unsecured Notes Indenture Trustee. On the Effective Date, and subject to the provisions in paragraph IV.K, the Senior Unsecured Notes, the

Senior Unsecured Notes Indenture and all other related documents will be deemed cancelled except as set forth herein. Notwithstanding the foregoing, the Senior Unsecured Notes may continue to trade until the Senior Unsecured Notes Indenture Trustee makes distributions of Units it has received to the Senior Unsecured Noteholders. The Senior Unsecured Notes Indenture Trustee may (a) assert its rights under the Senior Unsecured Notes Indenture Trustee Charging Lien, including for the payment of any and all accrued Senior Unsecured Note Indenture Trustee Fees and Expenses and (b) establish the Senior Unsecured Notes Indenture Trustee Reserve on any distribution of Units or Cash. The Senior Unsecured Notes Indenture Trustee may withhold distribution of the Units and any Cash it receives on account of such Units, until such time as it determines that it has received sufficient payment to satisfy the accrued Senior Unsecured Note Indenture Trustee Fees and Expenses and to fund the Senior Unsecured Notes Indenture Trustee Reserve. At such time, the Senior Unsecured Notes Indenture Trustee shall distribute such Units and any remaining Cash it has received on account of such Units to the Registered Holders of the Senior Unsecured Notes, which distributions shall satisfy the Senior Unsecured Notes Indenture Trustee's obligations hereunder. The Senior Notes Indenture Trustee shall be reimbursed by the Liquidating Trustee as a Disbursing Agent in accordance with the Plan. Notwithstanding the foregoing, in the event that the Units are not registered with DTC, the Senior Unsecured Notes Indenture Trustee shall not bear any responsibility for the distribution of the Units to the Senior Unsecured Noteholders and such distributions will be effected by the Disbursing Agent. Upon release by the Senior Unsecured Notes Indenture Trustee of any funds remaining in the Senior Unsecured Notes Indenture Trustee Reserve, such funds shall be delivered to the Senior Unsecured Noteholders.

Subject to the NJ Carpenters Approval, the distributions under the Plan to holders of NJ Carpenters Claims shall be made and deemed completed when made to the lead plaintiff in the NJ Carpenters Class Action or as the District Court may otherwise order. The RMBS Claims Trust Trustee shall be empowered to make distributions to holders of Recognized RMBS Claims, and any distributions to holders of Recognized RMBS Claims, and any distributions to the RMBS Claims Trust for the benefit of holders of Recognized RMBS Claims by the Liquidating Trust, shall be deemed completed upon the funding of the RMBS Claims Trust. The Borrower Claims Trustee shall be empowered to make distributions to holders of Allowed Borrower Claims, and any distributions to or for the benefit of holders of Allowed Borrower Claims by the Debtors or Liquidating Trust shall be deemed completed upon the funding of the Borrower Claims Trust. The Private Securities Claims Trustee shall be empowered to make distributions to holders of Allowed Private Securities Claims, and distributions to holders of Allowed Private Securities Claims shall be deemed completed upon the issuance of the Private Securities Claims Trust Unit Distribution to the Private Securities Claims Trust.

2. Distributions to Holders of Disputed Claims

Except as otherwise provided in the Plan or agreed to by the relevant parties: (a) no partial payments and no partial distributions shall be made with respect to a Disputed Claim until all such disputes in connection with such Disputed Claim have been resolved by settlement or Final Order and (b) any Entity that holds both an Allowed Claim and a Disputed Claim shall not receive any distribution on the Allowed Claim unless and until all objections to the Disputed Claim have been resolved by settlement or Final Order or the Claims have been Allowed or expunged. Any distributions arising from property distributed to holders of Allowed Claims in a

Class and made to such holders under the Plan shall be made also, in the applicable amounts, to any holder of a Disputed Claim in such Class that becomes an Allowed Claim after the date or dates that such distributions were earlier made to holders of Allowed Claims in such Class.

3. Surrender of Junior Secured Notes and Senior Unsecured Notes

a. Junior Secured Notes. On the Effective Date, or as soon as reasonably practicable thereafter, the Junior Secured Notes Indenture Trustee, with the cooperation of the Debtors or the Liquidating Trust, as applicable, shall direct DTC and any other applicable securities depository to surrender the Junior Secured Notes to the Junior Secured Notes Indenture Trustee. All distributions by the Junior Secured Notes Indenture Trustee to Registered Holders of Junior Secured Notes Claims shall only be made to such holder after (i) the surrender by each such holder of the debt securities representing such Junior Secured Notes Claim or appropriate instructions from the applicable securities depository have been received by the Junior Secured Notes Indenture Trustee; or (ii) the loss, theft, mutilation, or destruction of such debt securities has been established to the reasonable satisfaction of the Junior Secured Notes Indenture Trustee, which satisfaction may require such Registered Holder to submit a lost instrument affidavit and an indemnity bond holding the Debtors, the Liquidating Trust, and the Junior Secured Notes Indenture Trustee harmless in respect of such debt securities and distributions made in respect thereof. Each Registered Holder shall be deemed to have surrendered such debt securities as of the date it has complied with the foregoing conditions. Upon surrender of such debt securities, the Junior Secured Notes Indenture Trustee shall cancel and destroy such debt securities. As soon as practicable after the surrender date, the Junior Secured Notes Indenture Trustee shall distribute to the holder thereof such holder's pro rata share of the distribution, but subject to the rights of the Junior Secured Notes Indenture Trustee to assert its Junior Secured Notes Indenture Trustee Charging Lien against such distribution. Any Registered Holder that fails to surrender such debt securities or, if applicable, satisfactorily explain the loss, theft, or destruction of such debt securities to the Junior Secured Notes Indenture Trustee within one (1) year of the Effective Date shall be deemed to have no further Claim against the Debtors, the Liquidating Trust, or the Junior Secured Notes Indenture Trustee in respect of such Claim and shall not be entitled to receive any distribution under the Plan. All property in respect of such forfeited distributions, including interest thereon, shall, subject to the Junior Secured Notes Indenture Trustee Charging Lien, be promptly returned to the Liquidating Trust by the Junior Secured Notes Indenture Trustee and any such debt securities shall be cancelled.

b. Senior Unsecured Notes. On the Effective Date, or as soon as reasonably practicable thereafter, the Senior Unsecured Notes Indenture Trustee, with the cooperation of the Debtors or the Liquidating Trust, as applicable, shall advise DTC and any other applicable securities depository of the occurrence of such Effective Date and the cancellation of the Debtors obligations with respect to the Senior Unsecured Notes, but not to terminate the CUSIP or ISIN numbers of the Senior Unsecured Notes. At such time as the Senior Unsecured Notes Indenture Trustee is prepared to release the Units it received on account of the Senior Unsecured Notes Claims, it may request that such depositories surrender the Senior Unsecured Notes, if deemed appropriate, or with the cooperation of the Debtors or the Liquidating Trust, issue such other instructions to DTC and any other securities depository, as appropriate to effectuate the distributions contemplated under the Plan; provided, however, that nothing herein shall contravene the effectiveness of the Senior Unsecured Notes as set out in Article IV.K. No

distributions under the Plan shall be made for or on behalf of a Registered Holder unless and until (i) such debt securities have been received by the applicable Indenture Trustee or other appropriate instructions have been issued or received by the applicable Indenture Trustee; or (ii) the loss, theft, or destruction of such debt securities has been established to the reasonable satisfaction of the Senior Unsecured Notes Indenture Trustee, which satisfaction may require such Registered Holder to submit a lost instrument affidavit and an indemnity bond holding the Debtors, the Liquidating Trust, and the Senior Unsecured Notes Indenture Trustee harmless in respect of such debt securities and any distributions to be made in respect thereof. Each Registered Holder shall be deemed to have surrendered such debt securities as of the date it has complied with the foregoing conditions. On such surrender or deemed surrender date, the Senior Unsecured Noteholders shall be entitled to receive distributions pursuant to the Plan. If required by the Senior Unsecured Notes Indenture Trustee, any Registered Holder that fails to surrender such debt securities or, if applicable, satisfactorily explain the loss, theft, or destruction of such debt securities to the Senior Unsecured Notes Indenture Trustee within one (1) year of the Effective Date shall be deemed to have no further Claim against the Debtors, the Liquidating Trust, or the Senior Unsecured Notes Indenture Trustee in respect of such Claim and shall not be entitled to receive any distribution under the Plan. All property in respect of such forfeited distributions, including interest thereon, shall be promptly returned to the Liquidating Trust by such Indenture Trustee and any such debt securities shall be cancelled.

4. Minimum Distributions; Foreign Exchange Rate; and Other Distribution 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 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 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 pursuant to the Plan 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.

Except as otherwise provided in the Plan or a Bankruptcy Court order, as of the Effective Date, any Claim asserted in currency other than United States dollars shall be automatically deemed converted to the equivalent United States dollar value using the exchange rate as of the Petition Date as quoted at 4:00 p.m. (EDT), mid-range spot rate of exchange for the applicable currency as published in The Wall Street Journal, National Edition, on the Petition Date.

5. Undeliverable Distributions and Unclaimed Property

In the event that any distribution to a holder of an Allowed Claim is returned as undeliverable, no distribution to such holder shall be made unless and until the Disbursing Agent has determined the then current address of such holder, at which time such distribution shall be made to such holder without interest; provided, however, that such distributions shall be deemed

unclaimed property under Bankruptcy Code section 347(b) at the expiration of six (6) months from the applicable date of distribution. After such date, all unclaimed property or interests in property shall revert to the Liquidating Trust (notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any holder to such property or interest in property shall be released, settled, compromised, and forever barred.

H. Compliance with Tax Requirements

In connection with the Plan, to the extent applicable, the Disbursing Agent shall comply with all tax withholding and reporting requirements imposed upon it by any Governmental Unit, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding the above, each holder of an Allowed Claim that is to receive a distribution under the Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any taxes imposed on such holder by any Governmental Unit, including income, withholding and other tax obligations, on account of such distribution. The Disbursing Agent has the right, but not the obligation, not to make a distribution until such holder has made arrangements satisfactory to the Disbursing Agent for payment of any such withholding tax obligations and, if the Disbursing Agent fails to withhold with respect to any such holder's distribution, and is later held liable for the amount of such withholding, the holder shall reimburse the Disbursing Agent. Notwithstanding any provision in the Plan to the contrary, the Disbursing Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms it believes are reasonable and appropriate. The Disbursing Agent may require, as a condition to the receipt of a distribution, that the holder complete the appropriate Form W-8 or Form W-9, as applicable to each holder. If the holder fails to comply with such a request within six months, such distribution shall be deemed an unclaimed distribution. Finally, the Disbursing Agent reserves the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, Liens, and encumbrances.

I. Allocations

Distributions in respect of Allowed Claims shall be allocated first to the principal amount (as determined for federal income tax purposes) of such Claims, and then, to the extent the consideration exceeds the principal amount of such Claims, to any portion of such Claims for accrued but unpaid interest, provided, however, that distributions on the RMBS Trust Claims shall be allocated pursuant to the RMBS Trust Allocation Protocol described in Article IV herein.

J. Setoffs and Recoupment

The Liquidating Trust may, but shall not be required to, setoff against or recoup from any Claims of any nature whatsoever that it may have against the claimant, including any Causes of Action transferred to the Liquidating Trust by the Debtors, but neither the failure to do so nor the

Allowance of any Claim shall constitute a waiver or release by the Debtors or the Liquidating Trust of any such Claim it may have against the holder of such Claim.

Before the Liquidating Trust can set-off or recoup against the distribution to be made on account of an Allowed Claim, the holder of the Claim shall be served with written notice of the proposed setoff or recoupment at least thirty (30) days prior to the Liquidating Trust exercising any asserted setoff or recoupment right, and, if such claimant serves a written objection to such asserted setoff or recoupment on or before thirty (30) days of receipt of such written notice, (i) the objection shall be deemed to initiate a contested matter governed by, inter alia, Bankruptcy Rule 9014 and Local Bankruptcy Rules 9014-1 and 9014-2, (ii) nothing herein shall affect the respective burden of each party in connection with such contested matter, and (iii) the Liquidating Trust shall not proceed with the asserted setoff or recoupment absent the withdrawal of such objection or the entry of a Final Order overruling such objection.

K. Claims Paid or Payable by Third Parties

1. Claims Paid by Third Parties

Except as otherwise provided herein, including with respect to the Ally Contract Claims, the Debtors, on or prior to the Effective Date, or the Liquidating Trust, after the Effective Date, shall reduce a Claim, and such Claim shall be disallowed without a Claims objection having to be Filed and without any further notice, action, order, or approval of the Bankruptcy Court, to the extent that the holder of such Claim receives payment on account of such Claim from a party that is not a Debtor, the Liquidating Trust, or other party making distributions on account of the Claim pursuant to the Plan.

2. Claims Payable by Insurers

(a) *Distributions.* Except as otherwise provided herein, including with respect to the rights of (i) the Kessler Settlement Class and (ii) other creditors who have entered into a settlement agreement with the Debtors prior to the Effective Date, in and to the GM Insurance Rights as provided herein and in the Kessler Settlement Agreement, and the Ally Contract Claims:

- (i) No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies, excluding the GM Policies, until the holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy; and
- (ii) to the extent that one or more of the Debtors' insurers agrees to satisfy in full a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' payment, such Claim may be expunged without an objection to such Claim having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court,

provided, that if a Debtor or the Liquidating Trust believes a holder of an Allowed Claim has recourse to an insurance policy and intends to withhold a distribution pursuant to this Article VII.K, the Debtor, prior to the Effective Date, or Liquidating Trust, following the Effective Date, shall provide written notice to such holder as to what the Debtor or Liquidating Trust believes to be the nature and scope of applicable insurance coverage.

(b) *Insurance Neutrality.* Except as set forth below in VII.K.2.(~~ve~~), nothing contained in this Plan, in the Disclosure Statement, in the Liquidating Trust Agreement, or in the Borrower Claims Trust Agreement (including addendums, exhibits, schedules, or supplements to the Plan, Disclosure Statement, Liquidating Trust Agreement, or Borrower Claims Trust Agreement, and including any provision that purports to be preemptory or supervening), shall in any way operate to, or have the effect of, impairing, altering, supplementing, changing, expanding, decreasing, or modifying the rights under the GM Policies of any of those insurers that issued the GM Policies (the “GM Insurers”). Except as set forth below in VII.K.2.(~~ve~~), for all issues of insurance coverage or otherwise, the provisions, terms, and conditions of the GM Policies, as construed under applicable non-bankruptcy law, shall control.

(c) *Preservation of Insurance-Related Causes of Action.* Nothing contained in this Plan, in the Disclosure Statement, in the Liquidating Trust Agreement, or in the Borrower Claims Trust Agreement (including addendums, exhibits, schedules, or supplements to the Plan, Disclosure Statement, Liquidating Trust Agreement, or Borrower Claims Trust Agreement, and including any provision that purports to be preemptory or supervening), shall in any way operate to, or have the effect of, impairing, ~~altering, supplementing, changing, expanding~~ reducing, decreasing, or ~~modifying~~ impeding any Cause of Action that the Debtors, the Liquidating Trust, or any Entity may hold against any insurers under any policies of insurance.

(d) *Settlement Insurance Policies.* Nothing contained in this Article VII of the Plan shall ~~alter~~ impair, reduce, decrease, or impede Ally’s rights under the Plan to recover from the Settlement Insurance Policies or any of its other insurance policies.

(e) *Defenses to Assignment of Rights.* The GM Insurers shall be deemed to have waived any defense to coverage that is based on the assertion that the transfer of the insurance rights in this Plan are invalid, unenforceable or otherwise breach the terms of the GM Policies. For the avoidance of doubt, as set forth in VII.K.2.(~~ib~~), all other rights and defenses shall remain unaffected by the Plan, the Disclosure Statement, and the Liquidating Trust Agreement, and the Borrower Claims Trust Agreement.

L. Allowed Unsecured Claims for Which More than One Debtor in a Debtor Group Is Jointly and/or Severally Liable

Where a Creditor holds Allowed Unsecured Claims for which more than one Debtor in a Debtor Group is jointly and/or severally liable, such creditor shall only receive one recovery from the Debtor Group on account of such Claim. This provision shall not affect distributions on account of such Creditor’s Allowed Claims, if any, against the Debtors in another Debtor Group.

M. Distributions Free and Clear

Except as otherwise provided herein, any distributions under this Plan shall be free and clear of any Liens, Claims, and encumbrances, and no other Entity, including the Debtors, the Liquidating Trust, or the Disbursing Agent shall have any interest (legal, beneficial or otherwise) in property of the Estate distributed pursuant to this Plan, except that (i) distributions on account of Senior Unsecured Note Claims shall remain subject to the Senior Unsecured Notes Indenture Trustee Charging Lien, and (ii) distributions on account of Junior Secured Notes Claims shall remain subject to the Junior Secured Notes Indenture Trustee Charging Lien.

ARTICLE VIII.

PROCEDURES FOR RESOLVING DISPUTED CLAIMS

A. Resolution of Disputed Claims

1. Applicability

The provisions of this Article VIII shall govern the resolution of Disputed Claims to the extent not otherwise provided for in this Plan or in any other trust agreement (such as the RMBS Claims Trust Agreement, the Private Securities Claims Trust Agreement or the Borrower Claims Trust Agreement) or plan of allocation (such as the RMBS Trust Allocation Protocol) approved under this Plan. To the extent the provisions of any such trust agreement or plan of allocation address specifically matters set forth in this Article VIII, the provision of such trust agreement or plan of allocation shall govern.

2. Allowance of Claims

On or after the Effective Date, the Liquidating Trust shall have and shall retain any and all rights and defenses that the Debtors had with respect to any Claim, except with respect to any Claim (i) deemed Allowed as of the Effective Date or (ii) waived, relinquished, exculpated, released, compromised, settled, or Allowed in the Plan or in a Final Order. Except as otherwise provided in the Plan or in any order entered in the Chapter 11 Cases prior to the Effective Date, including the Confirmation Order, no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed (a) under the Plan or the Bankruptcy Code or (b) by Final Order of the Bankruptcy Court, including the Confirmation Order.

3. Prosecution of Objections to Claims

On the Effective Date, the Liquidating Trust will have the exclusive authority to: (a) File, withdraw, or litigate to judgment, objections to Claims or Equity Interests (other than Borrower Claims, Private Securities Claims, and the NJ Carpenters Claims); (b) settle or compromise (or decline to do any of the foregoing) any Disputed Claim (other than Borrower Claims, Private Securities Claims, and NJ Carpenters Claims) or Cause of Action (other than the Borrower-Related Causes of Action) without any further notice to or action, order, or approval by the Bankruptcy Court; and (c) administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court.

4. Claims Estimation

The Plan Proponents, prior to the Effective Date, or the Liquidating Trust or Borrower Claims Trust (to the extent provided for in the Borrower Claims Trust Agreement), as applicable, following the Effective Date, may request that the Bankruptcy Court estimate any disputed, contingent, or unliquidated Claim to the extent permitted by Bankruptcy Code section 502(c) regardless of whether the Plan Proponents (prior to the Effective Date) or the Liquidating Trust or Borrower Claims Trust (following the Effective Date) has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection. Among other things, the Plan Proponents may request that the Bankruptcy Court estimate the Recognized RMBS Claims in the amounts set out in the RMBS Trust Claims Schedules for the purpose of implementing the RMBS Trust Allocation Protocol. The Bankruptcy Court shall have jurisdiction to estimate any Claim at any time during litigation concerning any objection to such Claim, including during the pendency of any appeal relating to any such objection. Except as set forth below with respect to reconsideration under section 502(j) of the Bankruptcy Code, in the event that the Bankruptcy Court estimates any Disputed Claim, contingent Claim, or unliquidated Claim, that estimated amount shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim for all purposes under this Plan, including for purposes of distributions. If the estimated amount constitutes a maximum limitation on such Claim, the Liquidating Trust or Borrower Claims Trust (to the extent provided for in the Borrower Claims Trust Agreement) may elect to pursue any supplemental proceedings to object to any ultimate distribution on account of such Claim. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such holder has Filed a motion requesting the right to seek such reconsideration on or before twenty-one (21) days after the date on which such Claim is estimated. All of the aforementioned Claims and objection, estimation, and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

5. Expungement or Adjustment of Claims Without Objection

Any Claim that has been paid, satisfied, or superseded may be expunged on the Claims Register by the Debtors' notice and claims agent, and any Claim that has been amended may be adjusted thereon by the Debtors' notice and claims agent, in both cases without a Claims objection having to be Filed and without any further notice to or action, order or approval of the Bankruptcy Court.

6. Deadline to File Claims Objections

Any objections to Claims shall be Filed by no later than the applicable Claims Objection Deadline.

B. Disallowance of Claims

Any Claims held by an Entity from which property is recoverable under Bankruptcy Code sections 542, 543, or 550, or that is a transferee of a transfer avoidable under Bankruptcy

Code sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a), shall be deemed disallowed pursuant to Bankruptcy Code section 502(d), and holders of such Claims may not receive any distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Final Order with respect thereto has been entered and all sums due, if any, by that Entity have been turned over or paid by such Entity to the Debtors or the Liquidating Trust.

EXCEPT AS OTHERWISE AGREED BY THE DEBTORS, THE LIQUIDATING TRUST, OR THE BORROWER CLAIMS TRUST, AS APPLICABLE, OR ORDERED BY THE BANKRUPTCY COURT, ANY AND ALL PROOFS OF CLAIM FILED AFTER THE APPLICABLE BAR DATE SHALL BE DEEMED DISALLOWED, DISCHARGED, RELEASED, AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER, OR APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH CLAIMS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS, UNLESS SUCH LATE PROOF OF CLAIM IS DEEMED TIMELY FILED BY A FINAL ORDER OF THE BANKRUPTCY COURT.

C. Amendments to Claims

On or after the Effective Date, a Claim may not be Filed or amended without prior authorization of the Bankruptcy Court, the Liquidating Trustee, or the Borrower Claims Trustee, as applicable, and any such new or amended Claim Filed without such prior authorization shall be deemed disallowed in full and expunged without any further action.

D. Disputed Claims Reserve

The provisions of this Article VIII.D shall apply to Disputed Claims held by Liquidating Trust Unit Beneficiaries.

To effect distributions to holders of Allowed Unsecured Claims in a timely manner, prior to the Effective Date, the Plan Proponents shall file a motion for an order establishing the Disputed Claims Reserve with respect to unliquidated and/or Disputed Claims. The Disputed Claims Reserve shall be issued a number of Units equal to the amount sufficient to provide the distributions to which holders of Disputed Claims would be entitled under the Plan as of such date as if the Disputed Claims were Allowed Claims either in the amounts of the Claims as filed or in such amounts as estimated in accordance with Article VIII.A.4. The Disputed Claims Reserve shall also hold the Cash distributed with respect to such Units, provided that in its discretion, the Liquidating Trust Board may substitute non-Cash assets for Cash distributed in respect of Units held in the Disputed Claims Reserve, which non-Cash assets may be monetized from time to time by the Disputed Claim Reserve; provided, however, that distributions from the Disputed Claims Reserve shall only be made in Units and Cash; and provided further that in connection with any such substitution 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 distribute Cash in respect of Units that are released from the Disputed Claims Reserve as such Cash distributions are due.

Disputed Claims that become Allowed, in whole or in part, shall be satisfied exclusively out of the Disputed Claims Reserve. The holder of a Disputed Claim that becomes Allowed, in whole or in part, shall receive a number of Units and amount of Cash equal to the number of Units and amount of Cash such holder would have received in accordance with the provisions of the Plan had such Claim been Allowed as of the Initial Unit Distribution Record Date. 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 Claims that have become Allowed and are due to be satisfied with distributions from the Disputed Claims Reserve on any Unit Distribution Date, such Disputed Claims shall be satisfied Pro Rata from the Disputed Claims Reserve. 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 Claims.

If a Disputed Claim is disallowed, in whole or in part, then on the Unit Distribution Date next following the date of determination of such disallowance, unless the Liquidating Trust Board determines otherwise, there shall be released from the Disputed Claims Reserve, (i) a number of Units equal to the Units that would have been released from the Disputed Claims Reserve to the holder thereof had such Claim been Allowed in the as-filed or estimated amount, as applicable, of such Claim, or disallowed portion thereof if such Claim is disallowed in part, which Units shall be cancelled and retired and (ii) Cash, in the amount of such distribution made to the Disputed Claims Reserve in respect of such Units since the Effective Date, which shall then be unreserved and unrestricted, and which shall be added to the Liquidating Trust Expenses Set Aside or available for distribution to the Unitholders, as determined by the Liquidating Trust Board.

If the Liquidating Trust Board at any time determines that it is not necessary to hold in the Disputed Claims Reserve all of the Units and Cash and other assets, if any, contained therein in order to satisfy all Disputed Claims of Liquidating Trust Unit Beneficiaries, the Liquidating Trust Board may, but shall not be required to, cancel such number of Units in the Disputed Claims Reserve as it determines is not required for the satisfaction of Disputed Claims and release from the Disputed Claims Reserve for distribution to Unitholders, or for deposit to the Liquidating Trust's Administrative Reserve, some or all of the Cash previously deposited to the Disputed Claims Reserve in respect of such Units. Any non-Cash assets released from the Disputed Claims Reserve shall become general, unrestricted assets of the Liquidating Trust. At such time as all Disputed Claims of the Liquidating Trust Unit Beneficiaries have been resolved, any remaining Units in the Disputed Claims Reserve shall be cancelled and any remaining Cash in the Disputed Claims Reserve shall be released from the Disputed Claims Reserve for application as aforesaid.

ARTICLE IX.

SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS

A. Compromise and Settlement of Claims, Equity Interests, and Controversies

In accordance with section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of all Claims, Interests and controversies relating to the contractual, legal and subordination rights that a holder of a Claim may have with respect to any Allowed Claim or Equity Interest, or any distribution to be made on account of such Allowed Claim or Equity Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates and holders of Claims and Equity Interests and is fair, equitable and reasonable. In accordance with the provisions of the Plan, pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019(a), without any further notice to or action, order or approval of the Bankruptcy Court, after the Effective Date, the Liquidating Trust may compromise and settle Claims against the Debtors and Causes of Action against other Entities.

B. Release of Liens

Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of any Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall vest in the Liquidating Trust.

C. Releases by the Debtors

Pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, including with respect to the Ally Released Parties, the Ally Contribution provided to the Estates under the Plan and otherwise, on and as of the Effective Date of the Plan, the Debtor Released Parties are deemed released and discharged by the Debtors, the Estates and the Liquidating Trust from any and all Causes of Action whatsoever, whether known or unknown, asserted or unasserted, derivative or direct, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, whether for tort, fraud, contract, violations of federal or state securities laws, or otherwise, including those Causes of Action based on avoidance liability under federal or state laws, veil piercing or alter-ego theories of liability, a theory of debt recharacterization, or equitable subordination liability, arising from or related in any way to the Debtors, including those that any of the Debtors would have been legally entitled to assert against a Debtor Released Party in its

own right (whether individually or collectively) or that any holder of a Claim or Equity Interest, the Liquidating Trust, or other Entity would have been legally entitled to assert on behalf of any of those Debtors or any of their Estates, including those in any way related to the Chapter 11 Cases or the Plan to the fullest extent of the law.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by the Debtor Released Parties; (2) a good faith settlement and compromise of the claims released by the Debtors' release; (3) in the best interests of the Debtors, the Estates, the Liquidating Trust and all holders of Claims and Equity Interests; (4) fair, equitable and reasonable; (5) given and made after due notice and opportunity for a hearing; and (6) a bar to the Debtors, the Liquidating Trust and any holder of a Claim or Equity Interest or other Entity who would have been legally entitled to assert such Claim or Equity Interest on behalf of any of the Debtors or any of their Estates from asserting any Claim or Cause of Action released pursuant to the Debtors' release.

D. Third Party Release

On and as of the Effective Date of the Plan, except as provided by Article IX.E, the holders of Claims and Equity Interests shall be deemed to provide a full and complete discharge and release to the Ally Released Parties and their respective property from any and all Causes of Action whatsoever, whether known or unknown, asserted or unasserted, derivative or direct, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, whether for tort, fraud, contract, violations of federal or state securities laws, veil piercing or alter-ego theories of liability, contribution, indemnification, joint liability, or otherwise, arising from or related in any way to the Debtors, including those in any way related to RMBS issued and/or sold by the Debtors or their affiliates and/or the Chapter 11 Cases or the Plan, the Consent Order, and the Order of Assessment.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, of the Third Party Release, and further, shall constitute the Bankruptcy Court's finding that this Third Party Release is: (1) in exchange for the good, valuable and substantial consideration provided by the Ally Released Parties; (2) in the best interests of the Debtors, the Estates, the Liquidating Trust and all holders of Claims and Equity Interests; (3) fair, equitable and reasonable; (4) given and made after due notice and opportunity for a hearing; (5) justified by truly unusual circumstances; (6) an essential component and critical to the success of the Plan; (7) resulted in distributions to the Creditors that would otherwise have been unavailable; (8) the result of an identity of interest between the Debtors and the Ally Released Parties regarding the Plan; and (9) a bar to any party asserting a claim or cause of action released pursuant to this Third Party Release against any of the Ally Released Parties.

E. Third Party Release Carve-Out

Notwithstanding anything to the contrary herein, the Third Party Release shall not apply to any claims held by: (i) the FHFA, as conservator for Fannie Mae, and/or Fannie Mae against Ally Bank, including, without limitation, any claims of FHFA and/or Fannie Mae against Ally Bank for continuing liabilities, obligations, and duties owed by Ally Bank to FHFA and/or Fannie Mae under the Fannie Mae Contract, including the obligations and duties to honor all selling and servicing representations and warranties related to the portfolio of loans sold and/or serviced, or that were previously serviced, by Ally Bank; (ii) the FHFA and/or Freddie Mac (a) against Ally Bank for any selling and servicing representation and warranty claims for loans sold to Freddie Mac directly by Ally Bank subsequent and pursuant to the May 1, 2012 and August 1, 2012 master selling and servicing agreements among Ally Bank and Freddie Mac, and (b) against Ally Financial Inc. as guarantor for the limited time that the Debtors subserviced the Ally Bank loans sold pursuant to the agreements set forth in clause (a) above, (iii) the United States and the DOJ/AG Settling States with regard to any monetary obligation the Ally Released Parties may have arising under the DOJ/AG Settlement or causes of action preserved under Article V and Exhibits F and G of the DOJ/AG Settlement; and shall not apply to (iv) any liability or obligation of AFI to the United States or the States arising under the Internal Revenue Code, environmental laws, civil fraud laws, or criminal laws, including, but not limited to, any such liability or obligation preserved under Article V and Exhibits F and G of the DOJ/AG Settlement.

Nothing herein is intended to expand any liabilities under any agreement set forth above or applicable law; the carve outs set forth above in clauses (ii) and (iii) are limited to liabilities under agreements referenced therein and Ally expressly reserves all rights, claims, and defenses against persons and entities carved out under this Article IX.E. regarding any liability that is the subject of this Article IX.E.

For the avoidance of doubt, ~~Released Claims in connection with this Article IX.E(i) shall constitute any Claims, Equity Interests, Causes of Action~~ no party can assert claims, causes of actions or liabilities against the Debtors ~~held by Ally or Fannie Mae~~ or Liquidating Trust arising from claims that are carved out under Article IX.E(i).

Nothing in the Plan releases AFI or any other party from the obligations under the Employees Retirement Plan for GMAC Mortgage Group, LLC (the “Pension Plan”) and ERISA. Notwithstanding the foregoing, upon the Effective Date, the Debtors and the Plan Trusts shall be released from all obligations under the Pension Plan and ERISA related thereto, except for any Claims for fiduciary breaches or prohibited transactions (as defined in ERISA) relating to the Pension Plan under applicable law.

F. Ally Release

Except with respect to the Ally Contract Claims, on and as of the Effective Date of the Plan, the Ally Released Parties shall release the Creditors’ Committee, the Debtors, and the Consenting Claimants and their respective successors and assigns, members, partners, advisors, and Representatives, in their capacities as such, from any and all Causes of Action whatsoever, whether known or unknown, asserted or unasserted, foreseen or

unforeseen, existing or hereinafter arising, in law, equity, or otherwise arising from or related to the Debtors' liquidation, including the negotiation, formulation, or preparation of the Plan Support Agreement, the Plan, the Disclosure Statement, and any other Plan Documents and related disclosures, as well as any counterclaims in commenced or tolled litigation with the Debtors or the Consenting Claimants.

G. Exculpation

The Exculpated Parties shall neither have, nor incur, any liability to any entity for any pre-petition or post-petition act or omission taken in connection with, or related to, formulating, negotiating, preparing, disseminating, soliciting, implementing, administering, confirming, or effecting the consummation of any prepetition plan support agreements, the Plan Support Agreement, the Plan, the Disclosure Statement, the FGIC Settlement Agreement, the Kessler Settlement Agreement, the RMBS Settlement, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, provided, however, that the foregoing provisions of this Exculpation shall have no effect on the liability of any entity that results from any such act that is determined in a final, non-appealable order to have constituted gross negligence or willful misconduct; provided, however, that the Exculpated Parties shall be entitled to rely upon the advice of counsel and financial advisors concerning his, her, or its duties pursuant to, or in connection with, any prepetition plan support agreement, the Plan Support Agreement, the Plan, the Disclosure Statement, the FGIC Settlement Agreement, the Kessler Settlement Agreement, and the RMBS Settlement. Notwithstanding the foregoing or any other provision in this Plan to the contrary, as to the DOJ-Represented Agencies, nothing in this paragraph shall release or exculpate any of the Exculpated Parties from any liability or obligation to the DOJ-Represented Agencies for any pre-petition act or omission, or from any liability or obligations arising under the tax laws, the environmental laws, civil fraud laws, criminal laws, or the police or regulatory powers of the United States, except (i) to the extent the applicable Bar Date or the discharge, release or injunction provisions of the Plan bar the United States from pursuing ~~pre-petition~~ Claims against the Debtors or the Liquidating Trust and (ii) to the extent the United States released or settled any causes of action against any of the Exculpated Parties, including but not limited to under the DOJ/AG Settlement (including exhibits). For the avoidance of doubt, nothing in the foregoing provisions shall release or exculpate the Ally Released Parties from any claims or obligations to the United States and the DOJ/AG Settling States arising under the DOJ/AG Settlement or causes of action preserved under Article V and Exhibits F and G of the DOJ/AG Settlement.

H. Injunction

Except as otherwise provided in the Confirmation Order or herein and in accordance with Article IX.E hereof, all Entities, including Investors, who have held, hold or may hold Claims, Equity Interests, Causes of Action or liabilities that constitute Released Claims, are permanently enjoined and precluded, from and after the effective date of the Plan, from: (a) commencing or continuing in any manner or action or other proceeding of any kind against any Released Party whether directly, derivatively or otherwise, on account of or in connection with or with respect to any Released Claims; (b)

enforcing, attaching, collecting or recovering by any manner or means any judgment, award, decree or order against any Released Party on account of or in connection with or with respect to any Released Claims; (c) creating, perfecting or enforcing any lien (other than any charging lien of a trustee under its respective indenture), claim or encumbrance of any kind against any Released Party on account of or in connection with or with respect to any Released Claims; (d) asserting any right to setoff, subrogation or recoupment of any kind against any obligation due from any Released Party on account of or in connection with or with respect to any Released Claims unless such holder has filed a motion requesting the right to perform such setoff on or before the Confirmation Date, and notwithstanding any indication in a Proof of Claim or Equity Interest or otherwise that such holder asserts, has or intends to preserve any right of setoff pursuant to section 553 of the Bankruptcy Code or otherwise; (e) commencing or continuing in any manner or action or other proceeding of any kind against any Released Party on account of or in connection with or with respect to any Released Claims; and (f) seeking relief or collecting judgments on an Investor-related securities claim in a manner that fails to conform with the terms of the judgment reduction provision set forth in the Plan and the Confirmation Order; **provided**, that nothing contained herein shall be construed to prevent any entity from objecting to claims or defending against claims objections or collection actions whether by asserting a right of setoff or otherwise to the extent permitted by law. Such injunction shall extend to the successors of the Liquidating Trust, if any, and to their respective properties and interests in property. Any person injured by any willful violation of this injunction shall be entitled to recover actual damages, including costs and attorneys' fees and, in appropriate circumstances, may recover punitive damages from the willful violator.

[For the avoidance of doubt, nothing in Article IX.E shall expand or limit the application of this Article IX.H to Claims, Equity Interests, Causes of Action or liabilities against the Debtors or the Liquidating Trust.](#)

I. Waiver of Subrogation

The GMACM Debtors and the RFC Debtors hereby release the ResCap Debtors from any and all liability or responsibility to the GMACM Debtors and the RFC Debtors or any entity claiming through or under the GMACM Debtors and the RFC Debtors by way of subrogation or otherwise, whether known or unknown, asserted or unasserted, derivative or direct, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, whether for tort, fraud, contract, violations of federal or state securities laws, or otherwise, including those subrogated Causes of Action based on avoidance liability under federal or state laws, veil piercing or alter-ego theories of liability, a theory of debt recharacterization, or equitable subordination liability, arising from or related in any way to the Debtors, including those that any of the Debtors would have been legally entitled to assert against a Released Party in its own right (whether individually or collectively) or that any holder of a Claim or Equity Interest, the Liquidating Trust, or other entity would have been legally entitled to assert on behalf of any of those Debtors or any of their Estates, including those in any way related to the Chapter 11 Cases or the Plan to the fullest extent of the law.

J. Satisfaction and Release of Claims and Equity Interests

The rights afforded herein and the treatment of all Claims and Equity Interests herein shall be in exchange for and in complete satisfaction and release of all Claims of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtors, the Liquidating Trust, or any of their respective assets or properties arising prior to the Effective Date. Except as otherwise expressly specified in the Plan, after the Effective Date, any holder of such Claim or Equity Interest shall be precluded from asserting against the Debtors, the Liquidating Trust, or any of their respective assets or properties, any other or further Claim based on any document, instrument, act, omission, transaction, or other activity of any kind or nature that occurred before the entry of the Confirmation Order.

K. Judgment Reduction for Co-Defendants in Securities Litigation

A defendant against whom a judgment of a court of competent jurisdiction is obtained (whether in a proceeding now pending or hereafter commenced) on an Investor-related securities claim where such defendant has a claim for indemnity or contribution that is subject to the Third Party Releases shall be entitled to a judgment credit in the underlying litigation in the amount and on the terms that would be available if the Third Party Releases were treated as a bar order in the underlying litigation, in accordance with, and to the extent permitted under, applicable statutory or common law, as determined by a court of competent jurisdiction. (For the avoidance of doubt, a defendant against whom a judgment of a court of competent jurisdiction is obtained (whether in a proceeding now pending or hereafter commenced) on an Investor-related securities claim where such defendant has or had a claim for indemnity or contribution against any Debtor is not precluded from asserting that it is entitled to a judgment credit in the underlying litigation in connection with such claim against the Debtors, and the plaintiff(s) in such action shall have the right to oppose any such request for a judgment credit on any basis, including but not limited to that no such right exists and with reference to Bankruptcy Code section 502(e)). For the avoidance of doubt, judgment reduction in the NJ Carpenters Class Action shall be governed by the terms of the Order and Final Judgment entered by the District Court granting final approval to the NJ Carpenters Settlement. *See* Docket No. 5354. Notwithstanding the foregoing and without limitation (i) no Ally Released Party shall be deemed to have admitted to such fault by virtue of this provision; (ii) nothing herein shall create any right for a defendant that it does not have under applicable statutory or common law, if any, to obtain discovery from any Ally Released Party, or create an obligation for any Ally Released Party to participate in any proceeding to determine fault that does not exist under applicable statutory or common law, if any, in connection with such claim; and (iii) no finding in any proceeding to determine fault shall create any claim against any Ally Released Party or obligation of any Ally Released Party to satisfy any claim. For the avoidance of doubt, nothing in this Article IX.K affects the Third Party Releases, and all parties' rights under applicable law with respect to discovery and any Ally Released Party's participation in any proceeding to determine fault are preserved.

L. Limitations

For the avoidance of doubt, the releases set forth in this Article IX shall not extend to: (i) any rights, defenses, or counterclaims under any directors & officers or errors & omissions insurance policies sold by any of the Consenting Claimants or their affiliates and covering either

the Debtors or any of the Ally Released Parties; (ii) any indemnity rights against non-Ally Released Parties arising out of the Kessler Class Action or to any other indemnity right against non-Ally Released Parties arising out of any other claims of Borrowers; specifically, these releases do not extend to any indemnity rights RFC may have against any non-Ally Released Party that is a successor in interest to CBNV and GNBT, including, but not limited to, those indemnity rights extending out of the client contracts between RFC, on the one hand, and either CBNV or GNBT, on the other hand, which incorporate by reference the indemnity provisions of RFC's AlterNet Seller Guide, and (iii) any indemnity rights held by the Debtors' Representatives against Ally arising from Claims not released by this Article IX.

ARTICLE X.

CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

A. Conditions Precedent to Confirmation

It shall be a condition to Confirmation of the Plan that the following conditions shall have been satisfied or waived in accordance with the terms of the Plan:

(a) Court approval of the Disclosure Statement in a form and substance reasonably acceptable to the Plan Proponents, Ally, and each of the Consenting Claimants, as containing adequate information with respect to the Plan within the meaning of section 1125 of the Bankruptcy Code;

(b) The Plan shall be reasonably acceptable to the Plan Proponents, Ally and each of the Consenting Claimants, in accordance with the terms of the Plan Support Agreement;

(c) The Confirmation Order shall be reasonably acceptable to the Plan Proponents, Ally, and each of the Consenting Claimants;

(d) The Plan Supplement and any related documentation shall be reasonably satisfactory to the Plan Proponents, Ally, and each of the Consenting Claimants;

(e) Court approval of the RMBS Settlement as part of the Plan pursuant to Bankruptcy Rule 9019;

(f) No Plan modifications that have altered distributions to be made under the Plan shall have occurred without the consent of the Plan Proponents, Ally, and each of the Consenting Claimants;

(g) Court approval of the Third Party Releases and Debtor Releases in the Plan, without any modification thereto; and

(h) Court approval of the Exculpation, in a form reasonably satisfactory to the Plan Proponents, Ally, and each of the Consenting Claimants.

B. Conditions Precedent to the Effective Date

It shall be a condition to the Effective Date that the following conditions shall have been satisfied or waived pursuant to Article X.C:

(a) the Bankruptcy Court shall have entered the Confirmation Order, which shall grant final approval of the Plan, including all settlements therein, the Debtor Releases, the Third Party Releases, the injunctions, and Exculpation;

(b) the Confirmation Order shall not have been stayed, modified, or vacated on appeal;

(c) on or before September 16, 2013, the FGIC Rehabilitation Court shall have entered an order substantially in the form attached to the FGIC Settlement Agreement as Exhibit E (or such other form as agreed to by FGIC, the Debtors, and the RMBS Trustees) approving the Plan Support Agreement (as it related to FGIC) and the FGIC Settlement Agreement, including the settlement and release of all present and future claims against FGIC under or relating to the FGIC Policies;

(d) the Bankruptcy Court shall have entered an order substantially in the form attached to the FGIC Settlement Agreement as Exhibit D (or such other form as agreed to by FGIC, the Debtors, and the RMBS Trustees and counsel for the Institutional Investors) approving the FGIC Settlement Agreement, including the settlement and release of all present and future claims against FGIC under or relating to the FGIC Policies and the allowance of FGIC's General Unsecured Claims against the Debtors, pursuant to a Bankruptcy Rule 9019 motion, which order shall include a finding that the transactions contemplated by the FGIC Settlement Agreement are in the best interests of the RMBS Trusts;

(e) Ally will have funded at least \$1,950,000,000 of the Ally Contribution;

(f) the Liquidating Trust Agreement, the RMBS Claims Trust Agreement, the Private Securities Claims Trust Agreement and the Borrower Claims Trust Agreement shall have been executed;

(g) the Ally Contract Claims and any other claims held by Ally Allowed under the Plan, will have been Allowed, deemed indefeasible, and approved by the Bankruptcy Court without subordination of any kind, and satisfied as set forth herein;

(h) subject to Article VI.C, the Available Assets shall have been transferred to the Liquidating Trust;

(i) all material governmental and third party approvals and consents, including Bankruptcy Court approval, and approvals Ally may be required to obtain, necessary in connection with the transactions contemplated by this Plan, shall have been obtained and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent, or otherwise impose materially adverse conditions on such transactions; and

(j) all other actions, documents, and agreements necessary to implement the Plan as of the Effective Date will have been delivered and all conditions precedent thereto will have been satisfied or waived.

C. Waiver of Conditions

The Plan Proponents shall have the right to waive one or more of the conditions to Confirmation and Consummation of the Plan set forth in Articles X.A and X.B(b), and (e) through (k), with the consent of Ally and the Consenting Claimants, and, solely with respect to such waivers of the conditions set forth in Article X.B(c) and (d) with the consent of FGIC and the RMBS Trustees, at any time without notice, leave, or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate the Plan.

D. Effect of Nonoccurrence of Conditions

Each of the conditions to the Effective Date must be satisfied or duly waived, and the Effective Date must occur on or before the earlier of thirty (30) days after the Confirmation Date or December 15, 2013. If the Effective Date has not occurred on or before the earlier of thirty (30) days after the Confirmation Date or December 15, 2013, then upon motion by the Plan Proponents or Ally made before the Effective Date and a hearing, the Confirmation Order may be vacated by the Bankruptcy Court; provided, however, that notwithstanding the Filing of such motion to vacate, the Confirmation Order may not be vacated if the Effective Date occurs before the Bankruptcy Court enters an order granting such motion. If the Confirmation Order is vacated, then except as provided in any order of the Bankruptcy Court vacating the Confirmation Order, the Plan will be null and void in all respects, including the discharge of Claims and termination of Interests pursuant to the Plan and section 1141 of the Bankruptcy Code and the assumptions, assignments or rejections of Executory Contracts, and nothing contained in the Plan or Disclosure Statement shall: (1) constitute a waiver or release of any Claims, Equity Interests or Causes of Action; (2) prejudice in any manner the rights of any Debtor or any other Entity; or (3) constitute an admission, acknowledgment, offer or undertaking of any sort by such Debtor or any other Entity.

ARTICLE XI.

MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

A. Modification and Amendments

Subject to the terms of the Plan Support Agreement, the Plan Proponents may amend, modify, or supplement the Plan pursuant to Bankruptcy Code section 1127(a) at any time prior to the Confirmation Date; provided, that the Plan Proponents obtain the consent, which shall not be unreasonably withheld, of the Settling Parties in accordance with the terms of the Plan Support Agreement. After the Confirmation Date, but prior to Consummation of the Plan, the Plan Proponents may with the consent of the other Settling Parties, which shall not be unreasonably withheld, in accordance with the terms of the Plan Support Agreement, amend, modify, or supplement the Plan without further order of the Bankruptcy Court to remedy any defect or omission or reconcile any inconsistencies in the Plan or the Confirmation Order. At all times,

the Plan Proponents may amend, modify, or supplement the Plan without the consent of any other Entity to the extent that such amendments, modifications, or supplements are non-material. At any time, at the request of the RMBS Trustees, Art. IV.C.3 of the Plan may be amended as will be required to preserve the REMIC tax status of the RMBS Trusts notwithstanding the distribution of Units to the RMBS Claims Trust under the Plan to the RMBS Claims Trust on behalf of the RMBS Trusts, and such amendment will be deemed non-material.

B. Effect of Confirmation on Modifications

Pursuant to Bankruptcy Code section 1127(a), entry of a Confirmation Order shall mean that all modifications or amendments to the Plan since the solicitation thereof are approved and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of the Plan

Subject to the terms of the Plan Support Agreement and conditions to the Effective Date, the Plan Proponents reserve the right to revoke or withdraw the Plan prior to the Confirmation Date and to File subsequent chapter 11 plans. If the Plan Proponents revoke or withdraw the Plan, or if Confirmation or Consummation does not occur, then: (i) the Plan shall be null and void in all respects; (ii) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Equity Interest or Class of Claims or Equity Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan shall be deemed null and void except as may be set forth in a separate order entered by the Bankruptcy Court; and (iii) nothing contained in the Plan shall constitute a waiver or release of any Claims or Equity Interests or prejudice in any manner the rights of the Plan Proponents, the Settling Parties, or any other Entity, or constitute an admission, acknowledgement, offer, or undertaking of any sort by the Plan Proponents or any other Entity.

ARTICLE XII.

RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction:⁹⁸

(a) to allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured, or unsecured status, or amount of any Claim or Equity Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims or Equity Interests;

⁹⁸ For the avoidance of doubt, the effectiveness of the NJ Carpenters Settlement and the related NJ Carpenters Claims Distribution is subject to District Court approval.

- (b) to determine, adjudicate, or decide any other applications, adversary proceedings, contested matters, and any other matters pending on the Effective Date;
- (c) to hear and determine any matter, case, controversy, suit, dispute, or Causes of Action: (i) regarding the existence, nature, and scope of the releases, injunctions, and exculpation provided under the Plan, and (ii) enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;
- (d) to ensure that distributions to holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;
- (e) Reserved;
- (f) other than with respect to the GM Policies and the GM Insurers, to hear and determine matters relating to insurance claims and settlements regarding insurance;
- (g) to resolve disputes as to the ownership of any Claim or Equity Interest;
- (h) to enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, reversed, modified, or vacated;
- (i) to issue such orders in aid of execution of the Plan, to the extent authorized by section 1142 of the Bankruptcy Code;
- (j) to consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any order of the Bankruptcy Court, including the Confirmation Order;
- (k) to hear and determine disputes arising in connection with the interpretation, implementation, consummation, or enforcement of the Plan including, without limitation, the allocation of RMBS Trust Claims, the RMBS Trust Allocation Protocol, the Monoline Reservation, and the Kessler Settlement Agreement;
- (l) to hear and determine any matters relating to the Liquidating Trust, the RMBS Claims Trust, the Borrower Claims Trust, and/or the Private Securities Claims Trust, including to hear and determine any actions brought against the Liquidating Trust Board, Borrower Claims Trustee and/or the Private Securities Claims Trustee, as applicable, in connection with the Plan, including any action or other dispute relating to distributions under the Plan, provided, that if the Plan does not become effective, nothing herein shall be deemed to transfer the venue or jurisdiction over any underlying litigation against Ally to the Bankruptcy Court;
- (m) to hear and determine any issue for which the Plan requires a Final Order of the Bankruptcy Court;
- (n) to hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

(o) to hear and determine all matters related to: (i) applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan; or (ii) the fees and expenses of the Junior Secured Notes Indenture Trustee, the Junior Secured Notes Collateral Agent and the ad hoc group of Junior Secured Noteholders that are referred to in the AFI/JSN Cash Collateral Order as the “Ad Hoc Committee of Holders of Junior Secured Notes” to the extent payment or reimbursement of such fees and expenses is sought from or required to be paid by the Debtors or the Liquidating Trust pursuant to the Junior Secured Notes Indenture, the Bankruptcy Code, or otherwise (but excluding any fees previously paid by the Debtors in accordance with the AFI/JSN Cash Collateral Order, which fees shall remain subject to the recharacterization claims pursuant to the JSN Adversary Proceeding).

(p) to resolve any matters related to (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Cure Claims pursuant to section 365 of the Bankruptcy Code; (b) a potential contractual obligation under any executory contract or unexpired lease that is assumed by the Debtors or the Liquidating Trust amending, modifying, or supplementing, after the Effective Date, any Executory Contracts or Unexpired Leases to the Assumption Schedule or otherwise; and (c) any dispute regarding whether a contract or lease is or was executory or expired;

(q) to hear and determine any Causes of Action preserved under the Plan;

(r) to enter a final decree closing any of the Chapter 11 Cases;

(s) to issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any entity with consummation or enforcement of the Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

(t) to enforce the affirmative findings governing the RMBS Trustees that are contemplated in Article IV herein;

(u) to enforce all orders previously entered by the Bankruptcy Court; and

(v) to hear any other matter not inconsistent with the Bankruptcy Code.

Notwithstanding anything else contained herein, on and after the Effective Date, the Bankruptcy Court shall retain non-exclusive jurisdiction to the extent permissible under applicable law to hear and determine matters relating to the GM Policies and the GM Insurers, including rights under the GM Policies.

ARTICLE XIII.

MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect

Subject to Article X.A of the Plan and notwithstanding Bankruptcy Rules 3020(e), 6004(h), 7062, or otherwise, upon the occurrence of the Effective Date, the terms of the Plan shall be immediately effective and enforceable and deemed binding upon the Debtors, the Liquidating Trust, and any and all holders of Claims or Equity Interests (irrespective of whether such Claims or Equity Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with any Debtor.

Notwithstanding anything in Bankruptcy Rule 3020(e) to the contrary, (i) the entry of the Confirmation Order shall constitute a Final Order and the period in which an appeal must be filed shall commence upon the entry thereof, and (ii) the Confirmation Order shall take effect immediately upon its entry and the Plan Proponents are authorized to consummate the Plan immediately after entry of the Confirmation Order and the satisfaction or waiver of all other conditions to the Effective Date of the Plan, in accordance with the terms of the Plan.

B. Additional Documents

On or before the Effective Date, the Plan Proponents may File with the Bankruptcy Court any and all agreements and other documents that may be necessary or appropriate in order to effectuate and further evidence the terms and conditions of the Plan.

C. Payment of Statutory Fees

Notwithstanding the grouping of the Debtors described herein, on the Effective Date, and thereafter as may be required, each of the Debtors shall (i) pay all the respective fees payable pursuant to section 1930 of chapter 123 of title 28 of the United States Code, together with interest, if any, pursuant to section 3717 of title 31 of the United States Code, until the earliest to occur of the entry of (a) a final decree closing such Debtor's Chapter 11 Case, (b) a Final Order converting such Debtor's Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code, or (c) a Final Order dismissing such Debtor's Chapter 11 Case, and (ii) be responsible for the filing of consolidated post-confirmation quarterly status reports with the Bankruptcy Court in accordance with Rule 3021-1 of the Southern District of New York Local Bankruptcy Rules, which status reports shall include reports on the disbursements made by each of the Debtors.

D. Dissolution of the Creditors' Committee

On the Effective Date, the Creditors' Committee shall dissolve; provided, however, that, following the Effective Date, the Creditors' Committee shall continue in existence and have standing and a right to be heard for the following limited purposes: (i) Claims and/or

applications for compensation by Professionals and requests for allowance of Administrative Claims for substantial contribution pursuant to section 503(b)(3)(D) of the Bankruptcy Code; (ii) any appeals of the Confirmation Order that remain pending as of the Effective Date to which the Creditors' Committee is a party; (iii) any adversary proceedings or contested matters as of the Effective Date to which the Creditors' Committee is a party; and (iv) responding to creditor inquiries for one-hundred-twenty (120) days following the Effective Date. Upon the dissolution of the Creditors' Committee, the current and former members of the Creditors' Committee and their respective officers, employees, counsel, advisors and agents, shall be released and discharged of and from all further authority, duties, responsibilities and obligations related to and arising from and in connection with the Chapter 11 Cases, and the retention or employment of the Creditors' Committee's respective attorneys, accountants and other agents shall terminate, except that the Creditors' Committee and their respective Professionals shall have the right to pursue, review and object to any applications for compensation or reimbursement of expenses filed in accordance with Article II hereof.

E. Access to Debtors' Records after Effective Date.

On the Effective Date, Debtors shall be deemed to have transferred, assigned and conveyed to the Liquidating Trust, the RMBS Claims Trust, the Borrower Claims Trust, and the Private Securities Claims Trust, as their interests may appear with respect to the Claims of their respective beneficiaries, and the Liquidating Trust shall be authorized to take possession of, all of the books and records of the Debtors, including, except as set forth in any Ally Contract, all information and data on computers owned or leased by the Debtors or otherwise on premises occupied by the Debtors, and all rights of access to data of the Debtors and their affiliates, that were not otherwise transferred to a third party on or prior to the Effective Date. The Liquidating Trust shall have the responsibility of storing and maintaining such books and records to and for the benefit of each of the Liquidating Trust, the RMBS Claims Trust, the Borrower Claims Trust, and the Private Securities Claims Trust as their interests may appear, and the respective Plan Trusts shall enter into an agreement or protocol with respect to access to such books and records. The Debtors shall cooperate with the Plan Trustees of the Plan Trusts to facilitate the delivery and storage of such books and records in accordance herewith. For the purpose of this Section, books and records include computer generated or computer maintained books and records and computerized data, as well as electronically generated or maintained books and records or data, along with books and records of the Debtors maintained by or in possession of third parties, except as set forth in any Ally Contract, and all of the claims and rights of the Debtors in and to books and records, wherever located. The Debtors or the Liquidating Trust, as applicable, shall make available current and historic tax returns with supporting files to Ally as necessary for Ally to address Ally's audit requirements and to facilitate Ally filing its 2013 tax returns.

F. Substantial Consummation

On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

G. Reservation of Rights

Except as otherwise provided in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court enters the Confirmation Order. None of the Filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by the Plan Proponents or Ally with respect to the Plan or the Disclosure Statement shall be or shall be deemed to be an admission or waiver of any rights of the Plan Proponents or Ally with respect to the holders of Claims or Equity Interests prior to the Effective Date.

H. Successors and Assigns

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign, Affiliate, officer, director, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

I. Service of Documents

All notices, requests and demands hereunder to be effective shall be in writing (including by facsimile transmission) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

- (a) if to the Debtors, (i) if by mail or courier to: Residential Capital LLC, Lewis Kruger, CRO, c/o Morrison & Foerster LLP, 1290 Avenue of the Americas, New York, New York 10104; with copies to: (a) Morrison & Foerster LLP, 1290 Avenue of the Americas, New York, New York, 10104, Attn: Gary Lee, Lorenzo Marinuzzi, and Todd Goren; and (b) Curtis, Mallet-Prevost, Colt & Mosle LLP, 101 Park Avenue, New York, New York 10178, Attn: Steven J. Reisman, Theresa A. Foudy, and Maryann Gallagher; and (ii) if by e-mail, to: Lewis.Kruger@gmacrescap.com, glee@mofo.com, lmarinuzzi@mofo.com, tgoren@mofo.com, sreisman@curtis.com, tfoudy@curtis.com, and mgallagher@curtis.com.
- (b) if to the Liquidating Trust: as provided in the Liquidating Trust Agreement for notices to the Liquidating Trust.
- (c) if to the Borrower Claims Trust: as provided in the Borrower Claims Trust Agreement for notices to the Borrower Claims Trust.
- (d) if to the Private Securities Claims Trust: as provided in the Private Securities Claims Trust Agreement for notices to the Private Securities Claims Trust.
- (e) if to the RMBS Claims Trust: as provided in the RMBS Claims Trust Agreement for notices to the RMBS Claims Trust.
- (f) if to Ally to: Ally Financial, Inc., 1177 Avenue of the Americas, New York, NY 10036; Attn: William B. Solomon and Timothy Devine; with copies to: Kirkland

& Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Richard M. Cieri, and Ray C. Schrock.

- (g) if to the Creditors' Committee, (i) if by mail or courier to: 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; and (ii) if by email to keckstein@kramerlevin.com, dmannel@kramerlevin.com and szide@kramerlevin.com.
- (h) if to AIG, Allstate, MassMutual and/or Prudential, (i) if by mail or courier to: Quinn Emanuel Urquhart & Sullivan LLP, 51 Madison Avenue, 22nd Floor, New York, New York 10010; Attn: Susheel Kirpalani and Scott Shelley; and (ii) if by email to susheelkirpalani@quinnemanuel.com and scottshelley@quinnemanuel.com.
- (i) if to FGIC, (i) if by mail or courier to: Jones Day, 222 East 41st Street, New York, New York 10017; Attn: Richard L. Wynne and Howard F. Sidman; and the Superintendent of Financial Services of the State of New York, as Rehabilitator of FGIC, c/o Weil Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153; Attn: Gary T. Holtzer; and (ii) if by e-mail to: rlwynne@jonesday.com, hfsidman@jonesday.com, and gary.holtzer@weil.com.
- (j) if to the Steering Committee Consenting Claimants, (i) if by mail or courier to: Gibbs & Bruns LLP, 1100 Louisiana, Suite 5300, Houston, Texas 77002; Attn: Kathy D. Patrick and Robert J. Madden; and Ropes & Gray LLP, 1211 Avenue of the Americas, New York, New York 10036; Attn: Keith H. Wofford and Ross Martin, and (ii) if by e-mail to: kpatrick@gibbsbruns.com, rmadden@gibbsbruns.com, keith.wofford@ropesgray.com, and ross.martin@ropesgray.com.
- (k) if to the Talcott Franklin Consenting Claimants, (i) if by mail or courier to: (a) Talcott Franklin, P.C., 208 N. Market Street, Suite 200, Dallas, Texas 75202; Attn: Talcott J. Franklin, (b) Carter Ledyard & Milburn LLP, 2 Wall Street, New York, New York 10005, Attn: James Gadsden, and (c) Miller Johnson, 250 Monroe Avenue, NW, Suite 800, P.O. Box 306, Grand Rapids, Michigan, Attn: Thomas Sarb; and (ii) if by e-mail to: tal@talcottfranklin.com, gadsden@clm.com and sarbt@millerjohnson.com.
- (l) if to Wilmington Trust, (i) if by mail or courier to: Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 10006, Attn: Thomas J. Moloney and Sean A. O'Neal and Loeb & Loeb, 345 Park Avenue, New York, New York 10154, Attn: Walter H. Curchack; and (ii) if by e-mail to: tmoloney@cgsh.com, soneal@cgsh.com, and wcurchack@loeb.com.
- (m) if to MBIA, (i) if by mail or courier to: Cadwalader, Wickersham & Taft LLP, One World Financial Center, New York, New York 10281, Attn: Gregory M.

Petrick and Mark Ellenberg; (ii) if by e-mail to: Gregory.Petrick@cwt.com and Mark.Ellenberg@cwt.com.

- (n) if to the Kessler Class Claimants, (i) if by mail or courier to: Polsinelli, 900 Third Avenue, 21st Floor, New York, New York 10022, Attn: Daniel J. Flanigan; Carlson Lynch, Ltd., PNC Park, 115 Federal Street Suite 210, Pittsburgh, PA 15212, Attn: R. Bruce Carlson, Walters Bender Strohbehn & Vaughan, P.C., 2500 City Center Square, 12th & Baltimore, P.O. Box 26188, Kansas City, MO 64196, Attn: R. Frederick Walters; and (ii) if by e-mail to: dflanigan@polsinelli.com, bcarlson@carlsonlynch.com, and fwalters@wbsvlaw.com.
- (o) if to the RMBS Trustees (i) if by mail or courier to: BNY Mellon, c/o Dechert LLP, 1095 Avenue of the Americas, New York, New York 10036, Attn: Glenn E. Siegel; DB, c/o Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, NY 10178, Attn: James L. Garrity, Jr.; USB, c/o Seward & Kissel LLP, One Battery Park Plaza, New York, New York 10004, Attn: Arlene R. Alves; WFB, c/o Alston & Bird LLP, 1 Atlantic Center, 1201 W. Peachtree Street, NW, Atlanta, Georgia 30309-3424, Attn: John C. Weitnauer; LDTC, Seward & Kissel LLP, One Battery Park Plaza, New York, New York 10004, Attn: Dale C. Christensen, Jr., HSBC, c/o John Kibler, Allen & Overy, 1221 Avenue of the Americas, New York, NY 10020; and (ii) if by e-mail to: glenn.siegel@dechert.com, jgarrity@morganlewis.com, alves@sewkis.com, kit.weitnauer@alston.com, christensen@sewkis.com, and John.Kibler@AllenOvery.com.
- (p) if to Paulson, (i) if by mail or courier to: Paulson & Co., Inc., 1251 Avenue of the Americas, New York, New York 10020, Attn: Daniel J. Kamensky; and (ii) if by e-mail to: Daniel.Kamensky@paulsonco.com.

After the Effective Date, the Liquidating Trust has authority to send a notice to any Entity that, in order to continue to receive documents pursuant to Bankruptcy Rule 2002, it must File a renewed request to receive documents with the Bankruptcy Court. After the Effective Date, the Liquidating Trust is authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

J. Further Assurances

The Debtors or the Liquidating Trust, all holders of Claims receiving distributions pursuant to the Plan, and all other Entities, as applicable, shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan or the Confirmation Order.

K. Term of Injunctions or Stays

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code

or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan and the Confirmation Order shall remain in full force and effect in accordance with their terms.

L. Entire Agreement

Except as otherwise indicated, the Plan supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

M. Exhibits and Related Documents

All exhibits and documents Filed in relation to the Plan are incorporated into and are a part of the Plan as if set forth in full in the Plan. After any exhibits and documents are Filed, copies of such exhibits and documents shall be available upon written request to the Liquidating Trust's counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website, <http://www.kccllc.net/rescap>, or the Bankruptcy Court's website, <http://www.nys.uscourts.gov> (a PACER login and password are required to access documents on the Bankruptcy Court's website).

N. Severability of Plan Provisions

Except as otherwise provided herein, if, before Confirmation of the Plan, subject to the terms of the Plan Support Agreement, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan, including the Third Party Releases, Debtor Releases, Exculpation, including Article X.A, B and C, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified without the Plan Proponents' consent; and (c) nonseverable and mutually dependent.

O. Waiver or Estoppel Conflicts

Each holder of a Claim or Equity Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Equity Interest should be Allowed in a certain amount, in a certain priority, secured, or not subordinated, by virtue of an agreement made with the Plan Proponents, or their counsel, or any other Entity, if such

agreement was not disclosed in the Plan, the Disclosure Statement, or papers Filed with the Bankruptcy Court prior to the Confirmation Date.

P. Conflicts

Except as set forth in the Plan or unless otherwise ordered by the Bankruptcy Court, to the extent that the Disclosure Statement, any order of the Bankruptcy Court (other than the Confirmation Order), or any exhibit to the Plan or document executed or delivered in connection with the Plan is inconsistent with the terms of the Plan, the terms of the Plan shall control.

Dated: November ~~12~~, 18, 2013
New York, New York

Respectfully Submitted,

RESIDENTIAL CAPITAL, LLC for itself
and its Debtor subsidiaries

By: /s/ Lewis Kruger
Name: Lewis Kruger
Title: Chief Restructuring Officer

THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS

By: /s/ John S. Dubel
Name: John S. Dubel
Title: Co-Chair

By: /s/ Peter F. Finkel
Name: Peter F. Finkel
Title: Co-Chair

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Input:	
Document 1 ID	PowerDocs://KL2/2818837/7
Description	KL2-#2818837-v7-ResCap_-_Plan_-_MODIFIED
Document 2 ID	PowerDocs://KL2/2818837/8
Description	KL2-#2818837-v8-ResCap_-_Plan_-_MODIFIED
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	149
Deletions	241
Moved from	2
Moved to	2
Style change	0
Format changed	0
Total changes	394