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

.....)	
In re:)	Case No. 12-
)	
RESIDENTIAL CAPITAL, LLC, <u>et al.</u> ,)	Chapter 11
)	
Debtors.)	Joint Administration Pending
.....)	

**DEBTORS' MOTION FOR 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, (IV) INTERIM WAIVER OF THE INVESTMENT
AND DEPOSIT REQUIREMENTS OF BANKRUPTCY CODE SECTION 345, (V)
DEBTORS TO HONOR SPECIFIED OUTSTANDING PREPETITION PAYMENT
OBLIGATIONS, (VI) CONTINUATION OF INTERCOMPANY TRANSACTIONS,
INCLUDING INTERCOMPANY TRANSACTIONS WITH FUTURE DEBTORS, AND
GRANTING ADMINISTRATIVE EXPENSE STATUS TO INTERCOMPANY CLAIMS,
AND (VII) SCHEDULING A FINAL HEARING ON THE RELIEF REQUESTED**

The debtors and debtors in possession in the above-captioned cases (collectively,
the "Debtors")¹ hereby move for entry of an order, under sections 105(a), 345, 363, 364, and
503(b)(1) of title 11 of the United States Code (the "Bankruptcy Code") and Rules 6003 and
6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), authorizing

¹ The names of the Debtors in these cases and their respective tax identification numbers are identified on Exhibit
1 to the Whitlinger Affidavit (defined below). Additional subsidiaries and affiliates of the Debtors may file
Chapter 11 petitions on a rolling basis. As used herein, the term "Debtors" includes any such entities.



(i) continued use of the Debtors' cash management services and practices, (ii) continued use of the Debtors' 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) the interim waiver of the investment and deposit requirements of Bankruptcy Code section 345, (v) the Debtors to honor certain outstanding prepetition payment obligations, (vi) the continuation of ordinary course intercompany transactions, including intercompany transactions with any Future Debtors (defined herein) in these Chapter 11 cases, and according administrative expense status and priority to postpetition intercompany claims arising from such transactions, and (vii) scheduling a final hearing on the relief requested (the "Motion").² In support of the Motion, the Debtors rely upon and incorporate by reference the Affidavit of James Whitlinger, Chief Financial Officer of Residential Capital, LLC, in Support of Chapter 11 Petitions and First Day Pleadings, filed with the Court concurrently herewith (the "Whitlinger Affidavit"). In further support of the Motion, the Debtors, by and through their undersigned counsel, respectfully represent:

JURISDICTION

1. This Court has jurisdiction to consider this Motion under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these cases and this Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409. The predicates for the relief requested herein are Bankruptcy Code sections 105(a), 345, 363, 364, and 503(b)(1), Bankruptcy Rules 6003 and 6004 and Local Rule 2015-2.

² Creditors and parties-in-interest with questions or concerns regarding the Debtors' Chapter 11 cases or the relief requested in this Motion may refer to <http://www.kccllc.net/rescap> for additional information.

BACKGROUND

2. On the date hereof (the “Petition Date”), each of the Debtors filed a voluntary petition in this Court for relief under Chapter 11 of the Bankruptcy Code. The Debtors are managing and operating their businesses as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108. No trustee, examiner or statutory creditors’ committee has been appointed in these Chapter 11 cases.

3. The Debtors are a leading residential real estate finance company indirectly owned by Ally Financial Inc. (“AFI”), which is not a Debtor. The Debtors and their non-debtor affiliates operate the fifth largest servicing business and the tenth largest mortgage origination and servicing business in the United States. A more detailed description of the Debtors, including their business operations, their capital and debt structure, and the events leading to the filing of these bankruptcy cases, is set forth in the Whitlinger Affidavit.

RELIEF REQUESTED

4. By this Motion, the Debtors seek entry of an order (the “Order”), substantially in the form attached hereto as Exhibit A, pursuant to Bankruptcy Code sections 105(a), 345, 363, 364, and 503(b)(1) and Bankruptcy Rules 6003 and 6004, authorizing: (a) the Debtors to continue use of their cash management services and practices; (b) the Debtors to continue to use their existing bank accounts, checks and business forms; (c) 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, (d) an interim waiver of the investment and deposit requirements of Bankruptcy Code section 345; (e) the Debtors to honor specific outstanding prepetition payment obligations; and (f) the continuation of ordinary course intercompany transactions, including intercompany transactions with the Future Debtors,

and according administrative expense status and priority to postpetition intercompany claims arising from such transactions.

5. The Debtors request that, to the extent necessary, the relief sought in this Motion apply to any future debtor (a “Future Debtor”) in these jointly-administered cases. The Debtors propose that an affiliated debtor be deemed to be a Future Debtor upon the Court’s entry of an order authorizing the joint administration of such Future Debtor’s Chapter 11 case jointly-administered with the Chapter 11 cases of the Debtors.

APPLICABLE AUTHORITY

A. The Debtors Should be Authorized to Continue Their Cash Management Practices And Implement The Necessary Modifications in Connection with DIP Financing and Cash Collateral Use

6. The Debtors request that this Court enter an Order authorizing the continued use of the Cash Management System (as defined herein), as modified herein. The Cash Management System is an ordinary course, customary, and essential business system comprising a group of bank accounts and cash management practices, and is similar to cash management systems employed by other large businesses in the mortgage lending industry. However, in this instance, the Debtors’ parent company, AFI, provides the Debtors with certain necessary cash management services and access to the system pursuant to an agreed-upon Shared Services Agreement (“SSA”), which is a part of the parties’ overall shared services arrangement.³ Notwithstanding, the Debtors maintain the ability to direct cash from their accounts, maintain centralized information on disbursements to all third parties, and reconcile cash flows in all of their operating accounts in order to segregate cash for the benefit of the financing facilities as

³ See Debtors’ Motion For Interim And Final Orders Under Bankruptcy Code Sections 105(a) And 363(b) Authorizing Residential Capital, LLC To Enter Into a Shared Services Agreement With Ally Financial Inc. For The Continued Receipt And Provision Of Shared Services Necessary For The Operation Of The Debtors’ Business.

described below. The Cash Management System (defined below) enables the Debtors to more efficiently operate their businesses while, at the same time, make the most efficient use of the cash resources generated by the businesses. It allows net cash receipts to be efficiently managed to yield the highest returns consistent with the investment policy objectives of safety and liquidity.

i. Introduction

7. In the ordinary course of their businesses, the Debtors maintain numerous operating accounts (the “Operating Accounts”) that operate wholly independent of the AFI operating accounts.⁴ The Operating Accounts include, but are not limited to disbursement/deposit, accounts payable, concentration, collection/clearing and custodial accounts. However, the Operating Accounts are a part of a global cash management system for mortgage operations conducted by both the Debtors and AFI and their respective affiliates (the “Cash Management System”). As of the Petition Date, the Debtors maintain approximately 3,514⁵ bank accounts in the United States (collectively, the “Bank Accounts”). A schedule of the Bank Accounts is attached hereto as Exhibit B.

8. The Debtors’ cash management practices enable them to operate their businesses more efficiently (as described in the Whitlinger Affidavit) while, at the same time, maximizing the value from cash resources they generate through debt reduction. The Cash Management

⁴ The only exception is that the Debtors’ payroll processing is now centralized at AFI. In the ordinary course, AFI prefunds the payroll, and then funds are reimbursed by the Debtors to AFI through a transfer of funds from the Debtors’ accounts within 48 hours.

⁵ The number of bank accounts varies from day to day because the Debtors regularly open and close accounts in the ordinary course of business. In addition to the Bank Accounts, Residential Funding Company, LLC had pledged certain securities and cash to JPMorgan Chase Bank, N.A. (“JPM”) as collateral in connection with certain transactions. The collateral is held by JPM, and is not held in any account in the name of Residential Funding Company, LLC.

System allows cash receipts to be preserved efficiently and, through concentration, managed to ensure there remains a maximum amount of liquidity consistent with the Debtors' investment objectives of safety and liquidity. Through the highly integrated Cash Management System, the Debtors operate disbursement accounts by which they are able to track the amounts paid to and from each affiliated participant in the system. In addition, the Cash Management System enables the Debtors to segregate receipts related to their mortgage loan servicing platform.

9. Although complex, due to the nature of the Debtors' businesses and operations, the Cash Management System generally operates as other sophisticated cash management systems operate in companies of similar size and complexity in the mortgage industry. The Debtors receive and collect cash, wires and pre-authorized drafts through various entry points in the Cash Management System, including lockboxes (where they receive borrower payments) and clearing accounts (where they receive payments and sales proceeds from servicers and buyers). The Debtors manage custodial accounts where cash is held for the benefit of the Debtors and various third parties that purchased the loans in both whole loans and securitization transactions. The Debtors primarily receive operating cash through the collection of fees and other amounts related to the servicing of mortgage loans on behalf of others. In addition, for cash balances held in the Debtors' non-custodial operating accounts, in light of the de minimus interest income offered by the depositories on investment sweeps, the Debtors receive advantageous "earnings credit rates" on their cash balances that allow them to partially offset bank service charges. The net value of the credits exceeds the value of the interest that would be earned through investment sweeps. Moreover, in an effort to maximize the return on the funds in their operating accounts, the Debtors have investment programs with certain depositories (JPM and Bank of America) that allow the Debtors to earn higher than standard rates on the funds that remain in certain of the

Debtors' servicing custodial accounts. These investment programs must comply with the terms of the existing servicing agreements.

10. Prior to the Petition Date, encumbered cash of the Debtors flowed through concentration accounts in the Debtors' cash management system pledged to AFI as lender under the Debtors' prepetition senior secured debt facilities. Recently, in order to address concerns of their postpetition lenders, the Debtors, with the consent of both their pre- and post-petition secured lenders, including AFI, put in place certain modifications to the Cash Management System. Specifically, the Debtors established new separate concentration accounts within the Cash Management System for each of their secured lenders, the use of which is subject to the Bankruptcy Court's entry of the Order. These accounts have been put in place in connection with the Debtors' anticipated postpetition implementation of certain modifications to the Cash Management System that are intended to segregate the proceeds of each lender's respective collateral. As a result of such modifications, upon entry of the Order, portions of the Debtors' operating cash, along with cash generated from specific items of collateral, will move into separate concentration accounts for each of the following financing facilities (collectively, the "Financing Concentration Accounts"): a line of credit provided by AFI (the "AFI LOC")⁶, a Debt Loan Agreement provided by Ally (the "AFI Revolver"), debtor in possession financing (the "DIP Facilities") pursuant to the Superpriority Debtor-in-Possession Credit and Guaranty Agreement (the "DIP Credit Agreement"), substantially in the form filed on the docket on May [], 2012, and a revolving facility with Citibank, N.A. (the "Citibank MSR Facility"). Once

⁶ AFI is providing the Debtors with postpetition financing on a secured superpriority basis up to \$220,000,000, subject to certain conditions, to fund, in a manner consistent with past practices, the repurchase of whole loans from Ginnie Mae pools (the "AFI DIP Facility"). The cash collateral securing the AFI DIP Facility also will be held in the LOC Concentration Account (defined below).

implemented, the Debtors will fund their daily operations and pay ordinary course of business obligations by utilizing unencumbered cash as well as transferring funds from the Financing Concentration Accounts and other operating accounts to disbursement and other accounts, in accordance with the applicable facility.

11. In order to provide an understanding of the flow of funds through the Debtors' accounts, the Debtors provide, with this Motion, three explanatory maps (the "Maps"). The Maps provide a representative depiction of the Cash Management System related to the aspects of their "Servicing" obligations but do not set out each and every Operating Account. *Map 1* illustrates those corporate accounts of Residential Capital, LLC, Residential Funding Company, LLC ("RFC"), GMAC Mortgage, LLC ("GMAC Mortgage"), and Executive Trustee Services, LLC ("ETS"), which collectively reside at the top of the Cash Management System. *Map 2* illustrates the various accounts within the Debtors' primary servicing business, which is performed through GMAC Mortgage. *Map 3* illustrates the various accounts within the Debtors' master servicing business, which is performed through RFC. The Maps are attached hereto as Exhibit C.⁷ While the Maps and accompanying notes, by themselves, explain the Cash Management System, the Debtors seek here to provide additional descriptions of certain parts of the complex system.

ii. Types of Non-Servicing Corporate Accounts

12. Concentration Accounts. The Debtors maintain a ResCap⁸ level concentration account (Acct. No. 9131) in the Cash Management System (Map 1; #1). Similar concentration

⁷ Citation to the Maps and accompanying notes will be in the form of "Map __; #__". In addition, the dotted lines on the maps reflect the modifications to be implemented with the lenders' consent.

⁸ ResCap means Residential Capital, LLC.

accounts also exist at GMAC Mortgage (Map 1, #2) and RFC (Map 1, #2). The ResCap level concentration account is indirectly linked to the concentration accounts for RFC and GMAC Mortgage. On a daily basis, if there is excess cash from operations, except for cash pledged to a financing facility, the Debtors aggregate the excess cash into the GMAC Mortgage and RFC concentration accounts. Conversely, if there is an operational cash requirement that is not funded by a Financing Concentration Account, funds are transferred from the GMAC Mortgage and RFC concentration accounts. The recent average daily balance in these accounts was \$124,656,710.

13. Exempt Cash Reserve Account. The Cash Management System maintains an interest-bearing, exempt cash reserve account (Map 1, #8). Pursuant to the terms of the AFI Revolver, the Debtors established in New York an account to hold in reserve up to \$250 million in unencumbered cash (plus interest earned). Any cash held in this account is utilized to earn credits that can subsequently offset fees charged by the depositing bank against the account (as discussed in greater detail in Section C herein). The average monthly balance in this account is \$252 million.

14. Servicer Advance Accounts. (Map 1; #9) There are five (5) accounts contained on Map 1 that are established to collect net cash proceeds from servicer advances in connection with the AFI Revolver. The Debtors concentrate collections on advances pledged to the AFI Revolver from primary servicing and master servicing through four (4) advance collection accounts. These four accounts are then concentrated to a servicer advance concentration account. After entry of the Order, funds from the servicer advance concentration account will then be transferred to the Revolver Concentration Account (Map 1, #4), and collections on advances pledged to the AFI Revolver will be transferred directly from primary servicing and

master servicing to the Revolver Concentration Account. The recent average daily balance in the servicer advance accounts is \$121,077,683.

15. Sales Proceeds and Trading Securities Accounts. (Map 1; #6) There are eleven (11) accounts contained on Map 1 that are established to collect net cash proceeds from collateral dispositions undertaken by the Debtors in connection with the AFI Revolver. The Debtors also pledged certain trading securities to AFI as collateral for the AFI Revolver. These securities are held in the Debtors' six (6) custody accounts. When the trading securities generate cash, the Debtors move the cash from these six custody accounts to four (4) related non-custody accounts. The Debtors subsequently move the cash generated from the asset sales and the trading securities into a single concentration account. After entry of the Order, funds from the concentration account will then be transferred to the Revolver Concentration Account (Map 1, #4). Any cash held in the Sales Proceeds and Trading Securities account is utilized to earn credits that can subsequently offset fees charged by the depositing bank against such accounts. The recent average daily balance in these accounts was \$222,069.

16. DIP Concentration Account. (Map 1, #7) A single concentration account, which has been established to aggregate cash from the DIP Borrower Accounts (defined herein) and other operating accounts for assets pledged to the DIP Facilities. As long as the conditions to withdrawal of funds from the DIP Concentration Account and the DIP Borrower Accounts, as set forth in the DIP Credit Agreement, are satisfied, and other than during a Dominion Period (as defined in the DIP Credit Agreement), ResCap and the Borrowers will be permitted to withdraw funds from the DIP Concentration Account and the DIP Borrower Accounts, respectively, to fund certain expenditures specifically set forth in the DIP Credit Agreement, in each case, in accordance with the Approved DIP Budget. Funds in the DIP Concentration Account may be

used to finance certain eligible servicer advances to be made by GMAC Mortgage or RFC, and the related reimbursement rights sold and contributed to the Borrowers.

17. Revolver Concentration Account. (Map 1, #4) The modified Cash Management System contains a single concentration account that has been established to aggregate cash from assets pledged to the AFI Revolver including repayments for servicing advances and net sales proceeds from collateral dispositions. Certain servicer advances for both GMAC Mortgage and RFC will be funded by the Revolver Concentration Account and then repaid from the respective corporate operating accounts as collections are made. In addition, certain loan buyouts and operating expenses that are allocated to the AFI Revolver will be funded from the Revolver Concentration Account.

18. Line of Credit Concentration Account. (Map 1, #3) The Debtors have established a single concentration account to collect cash from assets pledged to AFI LOC from four legal entities including GMAC Mortgage, RFC, Passive Asset Transaction LLC and Homecomings Financial LLC. Servicer advances for GMAC Mortgage will be funded by the Line of Credit Concentration Account (“LOC Concentration Account”) and then repaid from the respective corporate operating accounts. In addition, certain loan buyouts and operating expenses that are allocated to the LOC will be funded from the LOC Concentration Account.

19. Foreign Currency Settlement Accounts. (Map 1; #5) The Debtors maintain four (4) currency accounts that are used to facilitate their operational activity in foreign currencies. However, the Debtors will not use the Cash Management System to transfer monies from the Debtors to foreign entities after the Petition Date. The average recent balance in these accounts was \$2,601,453.

iii. Servicing Practices at GMAC Mortgage, LLC & Residential Funding Company, LLC⁹ Accounts

20. Servicing Accounts.¹⁰ The Debtors' primary business relates to the servicing of mortgage loans. Loan servicing functions typically include: all aspects of servicing mortgage loans, including payment processing (the collecting and remitting of mortgage loan payments), customer service communications and activities, collections, making required advances, accounting for principal and interest payments to and other amounts made on the mortgage loans, filing and receiving claims, loss mitigation, default administration, remitting to investors, master servicing, and holding escrow or impound funds for payment of taxes and insurance. Within the servicing business, the Debtors manage approximately 3,340 custodial accounts where cash is held for the benefit of the Debtors and various third parties that purchased the loans in both whole loan and securitization transactions. Specifically, the Debtors manage 2,842 primary servicing custodial accounts and 498 master servicing custodial accounts. The Cash Management System relating to the Debtors' servicing business is set out on *Map 2* in the subset entitled "Primary Servicing High Level Custodial Process" and on *Map 3* in the subset entitled "Master Servicing High Level Custodial Process".

⁹ GMAC Mortgage is ResCap's core mortgage business and maintains all of the necessary lending and servicing licenses required to perform mortgage operations. RFC has licenses to perform master servicing.

¹⁰ A more thorough description of the Debtors' loan servicing business is discussed in (1) *Debtors' Motion For Interim And Final Orders Pursuant To Sections 105(a), 362, 363, 1107(a), And 1108 Of The Bankruptcy Code (I) Authorizing The Debtors To Continue In The Ordinary Course Of Business (A) Servicing Agency Loans; And (B) Foreclosure Activities Related To Certain Real Estate Owned By Fannie Mae, Freddie Mac, And Ginnie Mae, (II) Authorizing The Debtors To Pay Certain Prepetition Amounts Due To Servicing Vendors And Foreclosure Professionals, And (III) Granting Limited Stay Relief To Enable Borrowers To Assert Related Counter-Claims In Foreclosure Proceedings* and (2) *Debtors' Motion For Interim And Final Orders Pursuant To Sections 105(A), 362, 363, 1107(A) And 1108 Of The Bankruptcy Code (I) Authorizing The Debtors To Continue In The Ordinary Course Of Business (A) Servicing Non-Agency Loans, And (B) Sale Activities Related To Certain Real Estate Owned Property, (II) Granting Limited Stay Relief To Enable Borrowers To Assert Related Counter-Claims In Foreclosure Proceedings*, both of which were also filed on the Petition Date (collectively, the "Servicing Motions").

(a) Servicing Securitized Loans Or Loans Owned By Others

21. Servicing loans for securitization trusts and purchasers of loans acquired in whole loan sales is an important portion of the Debtors' business. As a servicer, the Debtors are responsible for ensuring that borrowers' funds reach investors and other third parties that perform functions on behalf of an investor's loans. The Debtors service certain loans in the capacity as master servicer, primary servicer and other loans in the capacity as sub-servicer. The Debtors' mortgage servicing rights ("MSRs") are generally established in servicing contracts, including, but not limited to, contracts with the securitization trusts, special purpose issuers or third party whole loan purchasers. In exchange for performing primary or master servicing functions, the Debtors receive a servicing fee (which is generally based upon a percentage of the unpaid principal balance of the loans), certain ancillary fees (e.g., late fees, fees associated with payments by phone, and loss mitigation incentive fees) and interest (collectively, the "Servicing Fees"). The Servicing Fees are typically collected from payments made by the borrowers on the loans. Preserving these MSRs, the Servicing Fees and the Debtors' loan servicing platform is critical to maximizing and maintaining the value of the Debtors' estates.

22. The Debtors perform primary and master servicing on behalf of a number of securitization trusts under the terms and conditions of a series of servicing agreements, pooling and servicing agreements, mortgage loan sale and servicing agreements, subservicing agreements, indentures, similar agreements, servicing guides, amendments, and related documents (collectively, the "Servicing Agreements"). Under the Servicing Agreements, the Debtors (a) service mortgage loans held by the trusts in accordance with the terms and conditions thereof, including receiving and posting to such investors custodial accounts the principal and interest receipts thereon, (b) advance principal, interest, taxes and insurance and certain

“property protection” costs with respect to delinquent mortgage loans, and the real estate that the trust or owner acquires as the result of a foreclosure of the loan, unless such amounts are determined to be unrecoverable from the related loans (to the extent required by the specific securitization), (c) perform securities-related computational, reporting and compliance tasks, and (d) pay certain fees and expenses to the trustee and certain other parties to the securitization documents (collectively, the “Servicing Functions”).

23. The Debtors’ timely performance of the Servicing Functions is essential to prevent material economic damage to all parties with an interest in the securitization trusts and private investors, including the Debtors’ estates. The Servicing Functions are important to the Debtors’ servicing business, and the Debtors’ MSR, as well as their right to receive reimbursements of prior advances, constitute important estate assets. In addition, the Debtors’ continued performance under the Servicing Agreements is necessary to not only maintain the value of the MSR and the receivables created by prior advances, but also preserve the valuable servicing relationship with the Debtors’ counterparties.

(b) Loan Servicing Cash Management

24. Mortgage payments from borrowers collected by the Debtors in connection with performing the Servicing Functions are deposited into either custodial lockboxes or clearing accounts. In the “Primary Servicing High Level Custodial Process” depicted in *Map 2*, the borrowers pay directly into eight (8) accounts (*Map 2*; #1). With respect to the “Master Servicing High Level Custodial Process” depicted in *Map 3*, borrowers pay the primary servicers, and the primary servicers deposit cash into two (2) clearing custodial accounts (*Map 3*; #1). From the lockboxes and the collection and clearing custodial accounts, cash is directed by the Debtors into a series of custodial accounts established for principal and interest payments

(the “P&I Payment Clearing” and “P&I Custodial Accounts”), as well as payments for taxes, assessments, property maintenance fees, and insurance with respect to the mortgage property (the “T&I Payments” and “T&I Custodial Accounts,” together with the P&I Custodial Accounts, the “Custodial Accounts”) (Map 2, #2 & Map 3, #3).

25. In the loan servicing process, the Debtors manage but do not “own” the Custodial Accounts. For each securitization trust or whole loan transaction, there are separate servicing Custodial Accounts at both the primary and master servicing levels. In accordance with the respective Servicing Agreements, funds are periodically remitted from the P&I Custodial Accounts at the master servicing level to applicable custodial distribution clearing accounts, and from there, funds are remitted directly to the trustees of the securitization trusts for payment to the respective noteholders or certificateholders of the securitization trusts. Primary and master servicing may remit directly to investors in the case of whole loan transactions. In the case of certain agency loans, funds are drafted (rather than remitted) directly from the respective P&I Custodial Accounts. In addition, with respect to primary servicing level, the Debtors periodically remit funds from T&I Custodial Accounts to tax authorities and insurance carriers, as required.¹¹ Payments from the borrowers must be moved from clearing accounts to custodial accounts generally within 48 hours and are not commingled in the Servicing Operating Accounts (defined herein) prior to their movement to the trustees, the taxing authorities or the insurance carriers.

26. The cash directed into the Servicing Operating Accounts, which are non-custodial operating accounts, is (a) money owed to the Debtors for the Servicing Fees, (b) repayment for

¹¹ The Master Servicing High Level Custodial Process does not maintain any T&I Custodial Account because the primary servicers hold any funds that relate to taxes, assessments, maintenance fees, and insurance.

prior Servicing Advances that were financed by a funding facility, or (c) repayment for prior Servicing Advances made by the Debtors that were not financed.

27. As primary servicer, the Debtors deduct fees (*e.g.*, the Servicing Fees) earned in connection with the servicing of the corresponding loans before borrower payments are transferred from the lockbox and clearing accounts to the appropriate Custodial Accounts for specific investors. As master servicer, the Debtors deduct fees (*e.g.*, the Servicing Fees) earned in connection with the servicing of the related securities before funds are distributed to Trustees or Investors. In addition, the Debtors are reimbursed for amounts they previously advanced for principal, interest, taxes and insurance, and, in accordance with the Servicing Agreements, certain servicing and related advances (*e.g.*, property preservation costs, attorneys' fees and costs incurred in connection with foreclosures) in circumstances where the borrower has failed to satisfy its obligations under the respective mortgage documents (the "Servicing Advances") when the property is liquidated. The Debtors also subservice loans backed by the government-sponsored enterprises and Ginnie Mae that were originated by AFI or Ally Bank. The Servicing Fees and Servicing Advances owed to the Debtors for servicing these loans are taken from the payment clearing account, remitted to AFI, and the Debtors then bill AFI for payment of such amounts.

28. As needed, the Debtors cover shortfalls for P&I Payments and T&I Payments by advancing the funds from their own operating accounts (*i.e.*, Servicing Operating Accounts),¹² LOC Concentration Account, Revolver Concentration Account, or from the DIP Facility accounts. To the extent the payment was made from the Servicing Operating Accounts, the

¹² The Servicing Operating Accounts are reflected in Map 1; #2.

Debtors may then be reimbursed by the LOC Concentration Account, Revolver Concentration Account, or from the DIP Concentration Account.

29. In the ordinary course of business, the Debtors open and close servicing custodial accounts to make payments for principal and interest, taxes, insurance and similar costs with respect to the mortgaged properties. It is critical to the Debtors' operations that they are allowed to continue to maintain the operations of these servicing custodial accounts in the ordinary course of business. Thus, pursuant to the Debtors' request in the Servicing Motions to continue its ordinary course servicing obligations and duties, the Debtors request the authority to maintain, open and close the Custodial Accounts in the ordinary course of business.

30. Additionally, the Debtors request that the Court authorize and direct the Debtors' banks to process and pay all prepetition checks, drafts and transfers relating to funds from the P&I Custodial Accounts (the "P&I Funds"), custodial distribution clearing accounts and the T&I Custodial Accounts (the "T&I Funds"), and to rely upon the Debtors' designation of the P&I Custodial Accounts and T&I Custodial Accounts, all without any duty of further inquiry on the part of the Debtors' banks. Authorizing and directing the Debtors' banks to process, honor and pay all prepetition checks and other forms of transfer and presentment from Custodial Accounts related to P&I Funds and T&I Funds will not prejudice creditors or other parties in interest. Accordingly, the Debtors' banks should be authorized and directed to process, reverse and debit deposits that are returned by payor banks in the ordinary course of business and honor any and all prepetition checks or other transfers related to the P&I Funds, T&I Funds and customer programs including, without limitation, checks or other transfers drawn from P&I and T&I Custodial Accounts or otherwise made in the ordinary course of the Debtors' loan servicing business operations. These payments relate to, *inter alia*, payments for utilities, maintenance,

and professionals who assist in the foreclosure process (i.e., real estate brokers, attorneys, appraisers, title companies, etc.). The fulfillment of these services is essential for the recovery process. Therefore, any interruption in the disposition of servicing-related disbursements (i.e., payments that bounce) could set back foreclosure timelines or hurt the Debtors' relationships with their vendors who assist with property preservation matters.

iv. Modified Practices For DIP Financing and Cash Collateral Cash Management

31. By separate motions, the Debtors have sought authority (i) to obtain superpriority secured postpetition financing, advances and other financial accommodations (the "DIP Facilities") from the DIP lenders in the total aggregate amount of \$1,450,000,000, (ii) to obtain postpetition financing from AFI on a secured superpriority basis in an amount equal to \$150,000,000, subject to certain conditions, to fund, in a manner consistent with past practices, the repurchase of whole loans from Ginnie Mae pools, and (iii) to use the cash collateral of their prepetition secured lenders. Upon Court approval of the DIP Facilities and the Debtors' use of their prepetition lenders' cash collateral, including AFI's cash collateral, the Debtors will need to begin utilizing the newly-created concentration accounts in the manner provided for herein.

(a) DIP Financing Cash Management

32. The DIP Facilities require that the DIP Borrower Accounts, the DIP Collection Account and the DIP Concentration Account, which each hold proceeds of the DIP collateral, be kept separate and apart from the Debtors' other accounts. Under the DIP Credit Agreement, GMAC Mortgage and RFC are required to remit all collections with respect to Mortgage Loans, Receivables and REO Property (each term as defined in the DIP Credit Agreement; collectively, the "First Lien Collateral") into deposit accounts owned by GMACM Borrower LLC (the

“GMACM Borrower”) (the “GMACM Borrower Account”) and RFC Borrower LLC (the “RFC Borrower” and together with the GMACM Borrower, the “Borrowers”) (the “RFC Borrower Account” and together with the GMACM Borrower Account, the “DIP Borrower Accounts”), respectively, within two business days after collection. Notwithstanding the foregoing, GMAC Mortgage and RFC shall deposit all collections with respect to the Serviced Loans included in the MBS Trust to the MBS Trust Collection Account within two business days after collection, and shall then cause such collections to be remitted directly from the MBS Trust Collateral Collection Account to the applicable DIP Borrower Account no later than two business days after such collections are deposited into the MBS Trust Collection Account (each term as defined in the DIP Credit Agreement). With respect to collections (the “DIP Collections”) on First Lien Collateral, (a) that GMAC Mortgage, as primary servicer, collects, the funds will move from lockbox accounts (Map 2, #1), to a collection/clearing account, to custodial accounts (Map 2, #2), to off-balance sheet custodial accounts (Map 2, #3), to the GMACM Borrower Account (Map 2, #4) and (b) that RFC, as master servicer, collects from primary servicers, the funds will flow directly from clearing accounts (Map 3, #1) to the RFC Borrower Account (Map 3, #2).

33. The lockbox accounts, collection/clearing accounts, and/or custodial accounts that the DIP Collections pass through before they are remitted to the DIP Borrower Accounts are not, and will not become, subject to the lien of any third party. Except as contemplated by the preceding paragraph, the Debtors will not permit the DIP Collections to ever flow through any of ResCap’s corporate accounts or any other account of the Debtors prior to remitting the DIP Collections to the DIP Borrower Accounts. Any funds passing through these unencumbered lockbox accounts, collection/clearing accounts, and/or custodial accounts that constitute Collateral (as defined in the DIP Credit Agreement) or proceeds of Collateral are at all times

subject to the liens securing the DIP Facilities and will be held in trust for the benefit of the DIP lenders.

34. Funds on deposit in the DIP Borrower Accounts may be swept from time to time to the DIP Concentration Account in accordance with the DIP Credit Agreement. Each time funds in the DIP Borrower Accounts are swept to the DIP Concentration Account, ResCap will become obligated (a) to the GMACM Borrower in the amount swept into the DIP Concentration Account from the GMACM Borrower Account and (b) to the RFC Borrower in the amount swept into the DIP Concentration Account from the RFC Borrower Account. Such intercompany indebtedness will be payable upon demand by the applicable Borrower or, upon the occurrence of an Event of Default under the DIP Credit Agreement (such term as defined therein), by the Collateral Agent. In addition, collections on First Lien Collateral pledged under the DIP Facilities will be remitted to the DIP Concentration Account from the Debtors' other operating accounts.

35. The DIP Concentration Account will be a ResCap segregated account into which only funds swept from the DIP Borrower Accounts will be deposited and no other funds of the Credit Parties (as defined in the DIP Credit Agreement) will be commingled with such funds. Further, the DIP Concentration Account will not be subject to any Lien (as defined in the DIP Credit Agreement), except as specifically set forth in Section 9.01(b) of the DIP Credit Agreement.

36. As long as the conditions to withdrawal of funds from the DIP Concentration Account and the DIP Borrower Accounts, as set forth in the DIP Credit Agreement, are satisfied, and other than during a Dominion Period (as defined in the DIP Credit Agreement), ResCap and the Borrowers will be permitted to withdraw funds from the DIP Concentration Account and the

DIP Borrower Accounts, respectively, to fund certain expenditures specifically set forth in the DIP Credit Agreement, in accordance with the Approved DIP Budget.

37. During an Activation Period (as defined in the DIP Credit Agreement) or a Dominion Period, all funds in the DIP Borrower Accounts and the DIP Concentration Account shall be swept daily into a deposit account established by the RFC Borrower (the “DIP Collection Account”). Upon the occurrence of an Event of Default, the Administrative Agent may, or, at the request of the Requisite Lenders (as defined in the DIP Credit Agreement) to the Borrower Account Bank (as defined in the DIP Credit Agreement) and the Concentration Account Bank (as defined in the DIP Credit Agreement), commencing a Dominion Period, and shall further direct the Borrower Account Bank and the Concentration Account Bank to forward and sweep daily all amounts in the DIP Borrower Accounts and the DIP Concentration Account to the DIP Collection Account. During a Dominion Period, after written notice from the Collateral Agent, all funds in the DIP Collection Account shall be applied to outstanding DIP obligations in accordance with the DIP Credit Agreement.

38. The DIP Borrower Accounts, the Concentration Account and the Collection Account will each be subject to a Deposit Control Account Agreement (as defined in the DIP Credit Agreement) in favor of the Collateral Agent for the benefit of the Secured Parties under the DIP Facilities.

39. The Borrowers shall not establish any new bank accounts, deposit accounts, checking accounts, money market funds, certificates of deposit or other similar accounts or financial instruments accounts, other than the DIP Borrower Accounts and the Collection

Account, without the prior written consent of the Administrative Agent,¹¹ and any new accounts will be subject to a control agreement satisfactory to the Collateral Agent.

40. The Debtors request that all financial institutions in which (i) the DIP Borrower Accounts, (ii) the DIP Concentration Account, (iii) the Collection Account, or (iv) any other deposit accounts, lockboxes, blocked accounts or other accounts of any of the Debtors holding the proceeds of any of the collateral securing the DIP Facilities are located be authorized and directed to comply with any request of the Collateral Agent to turn over to the Collateral Agent all funds therein. Moreover, the depository banks are authorized to rely upon the directions of the Debtors and the Collateral Agent in accordance with this Order and the relevant Deposit Account Control Agreements (as defined in the DIP Credit Agreement). Under the Deposit Account Control Agreements, such financial institutions shall waive all rights to setoff or deduction of any kind, other than certain limited rights as agreed in section 4 of the Deposit Account Control Agreements.

(b) Cash Collateral Cash Management

41. As required under the cash collateral agreement with AFI and the holders of the junior secured bonds, the Debtors will be similarly required to segregate the cash related to assets pledged to the AFI Revolver and the AFI LOC. As cash is collected for advances, repurchases, fee income and other inflows pledged to these distinct funding facilities, the cash will be transferred from the Debtors' operating accounts to the Revolver Concentration Account and the LOC Concentration Account. As noted above, both the Revolver Concentration Account and the

¹¹ The "Administrative Agent" means Barclays Bank PLC, in its capacity as administrative agent under the DIP Credit Agreement for a syndicate of financial institutions.

LOC Concentration Account will fund/reimburse certain additional servicer advances, certain loan repurchases, a share of operating expenses and other expenditures.

42. Moreover, as required under the cash collateral agreement with Citibank, the Debtors will be required to segregate the cash related to collections from assets pledged to the Citibank MSR Facility. As cash is collected for fee income and other inflows pledged to the Citibank MSR Facility, the cash is transferred from the Debtors' operating accounts to the Citibank MSR Concentration Account. The Citibank MSR Concentration Account will fund/reimburse certain additional servicer advances and a share of operating expenses.

43. Finally, as required under the cash collateral agreement with the Federal National Mortgage Association ("FNMA"), the Debtors will continue to collect repayments on FNMA advances from those off balance sheet custodial accounts, which are used to aggregate repayment of third party financing facilities (Map 2, #3), and remit the same to a FNMA-controlled account (the "FNMA EAF Collection Account"). As new advances are created on FNMA assets, the Debtors will make a draw from the FNMA facility to the extent the facility is under the borrowing limit.

44. The cash flow structure described above and implemented pursuant to the terms of the DIP Credit Agreement and the aforementioned cash collateral agreements (the "Funding Facilities Cash Flow Structure") is reasonable and prudent because it segregates each lender's collateral and minimizes the risk of collateral proceeds being inadvertently commingled. Accordingly, the Debtors request that the Court authorize the Debtors to utilize the Funding Facilities Cash Flow Structure during these Chapter 11 cases in the manner described herein and as contemplated by the terms of the DIP Credit Agreement and the other cash collateral agreements.

45. The continued use of the Cash Management System during the pendency of these Chapter 11 cases is essential to the Debtors' business operations and the goal of maximizing value. Requiring the Debtors to adopt a new cash management system at this early and critical stage would be expensive, logistically challenging, impose unnecessary administrative burdens, and cause undue disruption. Any such disruption would adversely (and perhaps irreparably) affect the Debtors' ability to reorganize and/or maximize estate values for the benefit of creditors and other parties in interest. Consequently, utilizing the Cash Management System, as modified, without disruption is essential to the Debtors' ongoing operations and in the best interests of the Debtors, their estates, creditors, and other interested parties.

v. Additional Forms of Relief Related to Modified Cash Management Practices

46. The Debtors further request that they be authorized to implement (consistent with the terms of the SSA) such reasonable changes to the Cash Management System as the Debtors may deem necessary or appropriate, including closing any of the Bank Accounts or opening any additional Bank Accounts following the Petition Date (the "New Accounts"), wherever the Debtors deem that such accounts are needed or appropriate, and whether or not the banks in which the accounts are opened are designated depositories in the Southern District of New York; *provided, however*, that the Borrowers shall not establish any New Accounts, other than the DIP Borrower Accounts and the Collection Account, without the prior written consent of the Administrative Agent, and any New Accounts of the Borrowers will be subject to a control agreement satisfactory to the depository bank and the Collateral Agent. Notwithstanding the foregoing, any New Account that the Debtors open will be (a) with a bank that is organized under the laws of the United States of America or any state therein, and that is insured by the Federal Deposit Insurance Corporation (the "FDIC") or the Federal Savings and Loan Insurance

Corporation and (b) designated a “debtor in possession” or “DIP” account by the relevant bank. The Debtors request that the relief sought by this Motion extend to any New Accounts and that the Order approving this Motion provide that the New Accounts are deemed to be Bank Accounts and are similarly subject to the rights, obligations, and relief granted in the Order. The Debtors will provide the U.S. Trustee, and AFI, with notice of any New Accounts that are opened. In furtherance of the foregoing, the Debtors also request that the relevant banks be authorized to honor the Debtors’ requests to open or close (as the case may be) such Bank Account(s).

47. In addition, and in the interest of maintaining the continued and efficient operation of the Cash Management System during the pendency of these cases, the Debtors request that all banks (the “Banks”) at which the Bank Accounts are maintained be authorized and directed to continue to administer, service, and maintain the Bank Accounts as such accounts were administered, serviced, and maintained prepetition, without interruption and in the ordinary course, and to pay any and all checks, drafts, wires, automated clearinghouse transfers, electronic fund transfers, or other items presented, issued, or drawn on the Bank Accounts (collectively, the “Debits”) on account of a claim arising on or after the Petition Date so long as there are sufficient funds in the relevant Bank Accounts.

48. The Debtors further request that the Banks be restrained from honoring any Debit presented, issued, or drawn on any Bank Account on account of a claim arising before the Petition Date (a “Prepetition Debit”) unless the payment of such claim: (a) has been authorized by an order of this Court, (b) has been directed by the Debtors and not otherwise prohibited by a “stop payment” request received by the relevant Bank from the Debtors, and (c) is supported by sufficient funds in the relevant Bank Account. The Debtors request that the Banks be authorized

to rely on the representations of the Debtors as to which Debits are authorized to be honored or dishonored, whether or not such Debits are dated prior to, on, or subsequent to the Petition Date, and whether or not the Bank believes the payment is authorized by an order of the Court.

49. Concurrently with the filing of this Motion, the Debtors filed motions requesting authority to pay, in their sole discretion and in the ordinary course of their businesses, certain prepetition obligations to employees and certain critical vendors and service providers. With respect to some of this debt, the Debtors issued checks before the Petition Date that have yet to clear the banking system. In other instances, the Debtors will create the relevant Debit once the Court enters an order permitting the Debtors to do so. The Debtors intend to inform the Banks of those Debits that should be so honored. Therefore, the Debtors request that the Banks be authorized to accept and honor all representations from the Debtors as to which Debits should be honored or dishonored. To the extent that the Debtors direct that any Debit be dishonored, the Debtors may issue replacement Debits consistent with the orders of this Court.

50. The Debtors further request that each Bank that maintains one or more Operating Accounts implement reasonable handling procedures designed to effectuate the terms of any Order granting this Motion. The Debtors request that the Order provide that no Bank that implements such handling procedures will be liable to the Debtors or their estates, or otherwise be held in violation of the Order, for honoring a Prepetition Debit or other Debit (a) at the direction of the Debtors to honor such Prepetition Debit or other Debit, (b) in the good faith belief that the Court has authorized such Prepetition Debit or other Debit to be honored, or (c) as a result of an innocent mistake made despite implementation of such handling procedures. This relief is reasonable and appropriate because the Banks are not in a position to verify

independently or audit whether a particular Prepetition Debit may be honored in accordance with an order by the Court order or otherwise.

51. The relief requested by this Motion is consistent with applicable provisions of the Bankruptcy Code. Bankruptcy Code section 363(c)(1) authorizes a debtor in possession to “use property of the estate in the ordinary course of business without notice or a hearing.” 11 U.S.C. § 363(c)(1). The authority granted by section 363(c)(1) extends to a debtor in possession’s continued use of its customary cash management system and, thus, supports the relief requested. See, e.g., Charter Co. v. Prudential Ins. Co. of Am. (In re The Charter Co.), 778 F.2d 617, 621 (11th Cir. 1985) (indicating that an order authorizing the debtor to employ a cash management system that was “usual and customary in the past” was “entirely consistent” with section 363(c)(1)). Section 363(c) also permits a debtor to continue those “routine transactions” that are necessitated by a cash management system. See, e.g., Amdura Nat’l Distrib. Co. v. Amdura Corp. (In re Amdura Corp.), 75 F.3d 1447, 1453 (10th Cir. 1996). Moreover, Bankruptcy Code section 364(a) authorizes a debtor in possession to obtain unsecured credit and incur unsecured debt in the ordinary course of business without notice and a hearing. See 11 U.S.C. § 364(a). This provision further supports the relief requested and provides the Debtors with the ability, to the extent necessary, to obtain unsecured credit and incur unsecured debt in the ordinary operation of the Cash Management System.

52. Section 105(a) vests in this Court the power to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” The continuation of the Cash Management System is essential to the Debtors’ reorganization efforts and the efficient administration of these cases. Based on the foregoing, the Debtors believe that maintenance of the existing Cash Management System, together with the modifications agreed o

by the Debtors' secured lenders, is in the best interests of these estates and all parties in interest. The relief requested is, therefore, appropriate under Bankruptcy Code section 105(a).

53. Additionally, Courts in other jurisdictions have granted substantially similar relief in other Chapter 11 cases involving mortgage lenders and servicers. See, e.g., In re Accredited Home Lenders Holding Co., Case No. 09-11516 (MFW) (Bankr. D. Del. June 9, 2009) (Docket No. 145); In re Delta Fin. Corp., Case No. 07-11880 (CSS) (Bankr. D. Del. Dec. 19, 2007) (Docket No. 33); In re American Home Mortgage Holdings, Inc., Case No. 07-11047 (CSS) (Bankr. D. Del. Aug. 7, 2007) (Docket No. 66); In re New Century TRS Holdings, Inc., Case No. 07-10416 (KJC) (Bankr. D. Del. Apr. 11, 2007) (Docket No. 180).

B. The Debtors Should be Authorized to Maintain Their Bank Accounts and Checks

54. The Debtors further request that this Court authorize the continued maintenance of the Debtors' Bank Accounts, checks, and business forms. The Office of the United States Trustee (the "U.S. Trustee") has established certain operating guidelines for debtors in possession in order to supervise the administration of Chapter 11 cases (the "U.S. Trustee Guidelines"). The U.S. Trustee Guidelines require Chapter 11 debtors to, among other things:

- (a) close all modified bank accounts and open new bank accounts that are designated as debtor in possession accounts ("DIP Accounts");
- (b) establish and maintain one DIP Account solely for the purpose of setting aside estate monies required for the payment of taxes (including federal, state, and local payroll taxes);
- (c) establish and maintain a separate DIP Account for cash collateral; and
- (d) obtain and utilize new checks for all DIP Accounts that bear the designation "Debtor in Possession" and contain other information about the Debtors' Chapter 11 cases.

These requirements are designed to provide a clear line of demarcation between a debtor's prepetition and postpetition transactions and operations, and to prevent the inadvertent postpetition payment of prepetition claims against the debtor.

55. Pursuant to Bankruptcy Code sections 105(a) and 363, the Debtors hereby seek a waiver of these requirements and the authority to continue using their modified bank accounts. The Bank Accounts include the more than 3,514 accounts, as listed on Exhibit B hereto.¹³ The Debtors believe that all of the Bank Accounts are in financially stable banking institutions that are insured by the FDIC (up to an applicable limit per Debtor per financial institution). The private custodial accounts are generally maintained at the highest rating agency rated banking institutions. If enforced in these cases, the U.S. Trustee's bank account requirements would cause enormous disruption to the Debtors' business, and would impair the Debtors' efforts to reorganize and to maximize the value of their estates. Indeed, as explained in greater detail above, the Bank Accounts form part of the Cash Management System that the Debtors need to maintain in order to ensure smooth collections and disbursements in the ordinary course.

56. Accordingly, in order to avoid delays in payments to administrative creditors, to ensure that the Debtors' transition into Chapter 11 is as smooth as possible, and to facilitate a successful outcome to these cases, the Debtors seek an Order authorizing the Debtors to maintain and use the Bank Accounts, including, without limitation: (a) to deposit funds in, and withdraw funds from, the Bank Accounts by all usual means, including checks, wire transfers, and other Debits, (b) to pay all ordinary course bank fees in connection with the Bank Accounts, (c) to

¹³ The Debtors believe, and have undertaken reasonable efforts to ensure, that Exhibit B lists all of the Bank Accounts. In the event that any Bank Account has been inadvertently omitted from Exhibit B, the Debtors request that the relief sought by this Motion be deemed to apply to any and all Bank Accounts maintained in the Debtors' names.

perform their obligations under the documents and agreements governing the Bank Accounts, and (d) to treat the Bank Accounts for all purposes as debtor in possession accounts.

57. In sum, subject to a prohibition against honoring Prepetition Debits, the Debtors request that (a) the Bank Accounts be deemed to be debtor in possession accounts and (b) the Court authorize the maintenance and continued use of the Bank Accounts, in the same manner and with the same account numbers, styles and document forms as those employed before the Petition Date.

58. The Debtors also seek a waiver of the requirement to establish specific bank accounts for tax payments. The Debtors believe that they can pay their tax obligations most efficiently out of the modified Bank Accounts, that the U.S. Trustee can monitor adequately the flow of funds into, among, and out of such accounts, and that the creation of new debtor in possession accounts designated solely for tax obligations would be unnecessary and inefficient.

59. The Debtors represent that if the relief requested in this Motion is granted, they will not pay, and each of the Banks will be directed not to pay, any debts incurred before the Petition Date, other than as authorized by this Court.

60. In order to minimize any disruption to the administration of the estates, the Debtors also seek authorization to continue using all checks and other banking forms substantially in the forms modified immediately before the Petition Date, without reference to the Debtors' status as debtors in possession; provided, however, that within the first few weeks of these cases the Debtors will implement charges to their check printing system in order to include a legend referring to the Debtors as "Debtor in Possession" or "DIP".

61. Most parties doing business with the Debtors undoubtedly will be aware of the Debtors' status as debtors in possession as a result of the notoriety of these cases, the press

releases issued by the Debtors, and additional press coverage. Moreover, the Debtors will provide notice of the commencement of these cases to creditors and other parties-in-interest.

62. Requiring the Debtors to immediately change the form of checks and other banking forms would be expensive, unnecessary, and burdensome to the Debtors' estates. Moreover, such changes would be disruptive to the Debtors' business operations and would not confer any benefit upon those dealing with the Debtors. For these reasons, the Debtors request that they be authorized to temporarily use modified checks and other banking forms while they gradually implement modifications to their forms to include the label "Debtor In Possession" on each.

63. In other large, complex and/or well-publicized Chapter 11 cases, such as this, courts in this District routinely waive certain U.S. Trustee Guideline requirements and allow the continued use of cash management systems and prepetition bank accounts employed in the ordinary course of a debtor's prepetition business. See, e.g., In re Eastman Kodak Co., Case No. 12-10202 (ALG) (Bankr. S.D.N.Y. Feb. 16, 2012) (Docket No. 376); In re Grubb & Ellis Co., Case No. 12-10685 (MG) (Bankr. S.D.N.Y. Mar. 16, 2012) (Docket No. 189); In re Hostess Brands, Inc., Case No. 12-22052 (RDD) (Bankr. S.D.N.Y. Jan. 27, 2012) (Docket No. 214); In re Pinnacle Airlines Corp., Case No. 12-11343 (REG) (Bankr. S.D.N.Y. Apr. 23, 2012) (Docket No. 171); In re The Connaught Group, Ltd., Case No. 12-10512 (SMB) (Bankr. S.D.N.Y. Mar. 5, 2012) (Docket No. 103); In re AMR Corp., Case No. 11-15463 (SHL) (Bankr. S.D.N.Y. Feb. 7, 2012) (Docket No. 1052); In re Getty Petroleum Marketing Inc., Case No. 11-15606 (SCC) (Bankr. S.D.N.Y. Jan. 9, 2012) (Docket No. 127); In re Marco Polo Seatrade B.V., Case No. 11-13634 (JMP) (Bankr. S.D.N.Y. Oct. 18, 2011) (Docket No. 201); In re MSR Resort Golf Course LLC, Case No. 11-10372 (SHL) (Bankr. S.D.N.Y. Mar. 2, 2011) (Docket No. 95); In re The

Great Atlantic & Pacific Tea Co., Inc., Case No. 10-24549 (RDD) (Bankr. S.D.N.Y. Feb. 7, 2011) (Docket No. 733); In re Ambac Financial Group, Inc., Case No. 10-15973 (SCC) (Bankr. S.D.N.Y. Dec. 21, 2010) (Docket No. 80); In re Blockbuster Inc., Case No. 10-14997 (BRL) (Bankr. S.D.N.Y. Oct. 20, 2010) (Docket No. 353); In re EnviroSolutions of New York, LLC, Case No. 10-11236 (SMB) (Bankr. S.D.N.Y. Apr. 1, 2010) (Docket No. 83); In re Loehmann's Holdings, Inc., Case No. 10-16077 (REG) (Bankr. S.D.N.Y. Dec. 6, 2010) (Docket No. 141); In re General Growth Properties, Inc., Case No. 09-11977 (ALG) (Bankr. S.D.N.Y. May 14, 2009) (Docket No. 518); In re Extended Stay Inc., Case No. 09-13764 (JMP) (Bankr. S.D.N.Y. July 20, 2009) (Docket No. 189); In re Charter Commc'ns, Inc., Case No. 09-11435 (JMP) (Bankr. S.D.N.Y. Apr. 15, 2009) (Docket No. 195); In re Tronox Inc., Case No. 09-10156 (ALG) (Bankr. S.D.N.Y. Feb. 6, 2009) (Docket No. 146). The courts recognize that when applied in complex Chapter 11 cases, the U.S. Trustee Guidelines are often impractical and potentially detrimental to a debtor's postpetition business operations and restructuring efforts and, therefore it is common to replace the U.S. Trustee Guidelines with an alternative procedure that provides the same protection.

C. The Debtors Should be Granted an Interim Waiver of the Investment and Deposit Requirements of Bankruptcy Code Section 345

64. Bankruptcy Code section 345(a) authorizes a debtor in possession to make deposits or investments of estate money in a manner "as will yield the maximum reasonable net return on such money, taking into account the safety of such deposit or investment." 11 U.S.C. § 345(a). If a deposit or investment is not "insured or guaranteed by the United States or a department, agency, or instrumentality of the United States or backed by the full faith and credit of the United States . . .," section 345(b) provides that the debtor must require that the entity with

which the deposit or investment is made obtain a bond in favor of the United States that is secured by the undertaking of an adequate corporate surety. See 11 U.S.C. § 345(b).

65. The Debtors' investment practices differ as to custodial and non-custodial accounts. The objective of the Debtors' practices is to ensure the safety and preservation of principal while also maintaining adequate liquidity to meet cash flow requirements. The Debtors submit that these practices are extremely conservative and are meant to ensure that the funds therein will maximize return in the most risk adverse manner possible. Moreover, custodial account investments are dictated by the Servicing Agreement.

66. For example, with regards to the non-custodial, operating accounts, the Debtors' investment practices have been guided by the definition of "cash equivalents"¹⁴ in the AFI Revolver and AFI LOC. Historically, since the Debtors have not had a large pool of liquidity, the only viable investment options have been overnight investment funds and automated investment sweeps. In the past year or more, interest rates for these types of investments have been close to zero. As a result, the Debtors' strategy for managing balances has primarily been

¹⁴ "Cash Equivalents" means (i) securities with weighted average maturities of 90 days or less from the date of acquisition issued or fully guaranteed or insured by the United States Government or any agency thereof, (ii) certificates of deposit and eurodollar time deposits with weighted average maturities of 90 days or less from the date of acquisition and overnight bank deposits of any commercial bank having capital and surplus in excess of \$500,000,000 and a rating of at least A+ and A1 from S&P and Moody's, respectively, (iii) repurchase obligations of any commercial bank satisfying the requirements of clause (ii) of this definition, having a term of not more than seven days with respect to securities issued or fully guaranteed or insured by the United States Government, (iv) securities with weighted average maturities of 90 days or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States, by any political subdivision or taxing authority of any such state, commonwealth or territory or by any foreign government, the securities of which state, commonwealth, territory, political subdivision, taxing authority or foreign government (as the case may be) are rated at least A by S&P or A by Moody's, (v) securities with weighted average maturities of 90 days or less from the date of acquisition backed by standby letters of credit issued by any commercial bank satisfying the requirements of clause (ii) of this definition or, (vi) shares of 2-a7 money market mutual funds rated AAA by Moody's and S&P that have a weighted average maturity of 90 days or less or similar funds which invest exclusively in assets satisfying the requirements of clauses (i) through (v) of this definition.

associated with using “earnings credits” to offset bank service charges versus earning interest income. The banks have also made this option more desirable by offering higher earnings credit rates that are higher than the rates on the investment sweeps. Accordingly, the average overnight investment has been \$0 during the past three months.

67. As it concerns the custodial servicing accounts for primary and master servicing, the Debtors have arrangements at Bank of America and JPMorgan Chase where the banks have an “investment” program in place for custodial balances. For the primary servicing accounts, which reside at JPMorgan, the effective rate as of January 2012 at JPM is a flat 5 bps. For the master servicing accounts, which reside at Bank of America, there is a “placement fee” arrangement for money market deposit accounts, which allows the funds in such accounts to earn a floating rate: 30-day LIBOR minus 9 bps. Interest is calculated once a month based on the average balance for the month. This is mostly applicable to the Master Servicing accounts held at the bank.

68. The Court has discretion to waive the section 345(b) investment and deposit requirements for cause. See 11 U.S.C. § 345(b); 140 Cong. Rec. H10752-01 (Oct. 4, 1994) (section 345(b) investment guidelines may be “wise in the case of a smaller debtor with limited funds that cannot afford a risky investment to be lost, [but] can work to needlessly handcuff larger, more sophisticated debtors”). The Debtors believe that they will be able to demonstrate that their investment practices either comply with the requirements of Bankruptcy Code section 345 or that cause exists to waive such requirements. Accordingly, at this time, the Debtors respectfully request that this Court exercise its discretion and grant an interim waiver, pending a final order on the Motion. The Debtors shall consult with the U.S. Trustee as to their compliance with Bankruptcy Code section 345(b). To the extent the Debtors are not in compliance with

Bankruptcy Code section 345(b) in a period of ninety (90) days, the Debtors will seek additional relief from this Court or make such other arrangements as requested by the U.S. Trustee.

In determining whether the “for cause” standard has been met, the Court should consider a “totality of the circumstances,” utilizing the following factors:

- (a) the sophistication of the debtor’s business;
- (b) the size of the debtor’s business operations;
- (c) the amount of the investments involved;
- (d) the bank ratings (Moody’s and Standard & Poor) of the financial institutions where the debtor in possession funds are held;
- (e) the complexity of the case;
- (f) the safeguards in place within the debtor’s own business of insuring the safety of the funds;
- (g) the debtor’s ability to reorganize in the face of a failure of one or more of the financial institutions;
- (h) the benefit to the debtor;
- (i) the harm, if any, to the estate; and
- (j) the reasonableness of the debtor’s request for relief from section 345(b) requirements in light of the overall circumstances of the case.

In re Serv. Merch. Co. Inc., 240 B.R. 894, 896 (Bankr. M.D. Tenn. 1999).

69. Here, the Debtors submit that any risk to the funds does not require strict adherence to the requirements of section 345(b) of the Bankruptcy Code. Moreover, if granted a waiver, the Debtors will not be burdened with the significant administrative difficulties and expenses relating to opening new accounts in a manner that ensures all of their funds are fully insured or invested strictly in accordance with the restrictions established by section 345 of the Bankruptcy Code.

70. In other large, complex or well-publicized Chapter 11 cases, this Court has liberally construed the requirement of section 345(b) of the Bankruptcy Code that the debtor in

possession obtain a bond from any entity with which their money is deposited or invested. In those instances, this Court has waived the requirements of section 345(b) of the Bankruptcy Code and replaced them with alternative procedures. See, e.g., In re Grubb & Ellis Co., Case No. 12-10685 (MG) (Bankr. S.D.N.Y. Mar. 16, 2012) (Docket No. 189); In re Hostess Brands, Inc., Case No. 12-22052 (RDD) (Bankr. S.D.N.Y. Jan. 27, 2012) (Docket No. 214); In re The Connaught Group, Ltd., Case No. 12-10512 (SMB) (Bankr. S.D.N.Y. Mar. 5, 2012) (Docket No. 103); In re AMR Corp., Case No. 11-15463 (SHL) (Bankr. S.D.N.Y. Feb. 7, 2012) (Docket No. 1052); In re Marco Polo Seatrade B.V., Case No. 11-13634 (JMP) (Bankr. S.D.N.Y. Oct. 18, 2011) (Docket No. 201); In re MSR Resort Golf Course LLC, Case No. 11-10372 (SHL) (Bankr. S.D.N.Y. Mar. 2, 2011) (Docket No. 95); In re Ambac Financial Group, Inc., Case No. 10-15973 (SCC) (Bankr. S.D.N.Y. Jan. 3, 2011) (Docket No. 101); In re Blockbuster Inc., Case No. 10-14997 (BRL) (Bankr. S.D.N.Y. Oct. 20, 2010) (Docket No. 353); In re EnviroSolutions of New York, LLC, Case No. 10-11236 (SMB) (Bankr. S.D.N.Y. Apr. 1, 2010) (Docket No. 83); In re Charter Commc'ns, Inc., Case No. 09-11435 (JMP) (Bankr. S.D.N.Y. Apr. 1, 2009) (interim order) (Docket No. 95). Cause exists for a similar waiver in these cases.

D. The Debtors Should be Authorized to Continue Undertaking Ordinary Course Intercompany Transactions, Including Intercompany Transactions with Any Future Debtors, and Postpetition Intercompany Claims Should be Accorded Administrative Expense Status

71. The Debtors request authorization to continue undertaking ordinary course intercompany transactions, including intercompany transactions with any Future Debtors. In the normal operation of the Debtors' businesses, the Debtors maintain business relationships and undertake transactions with each other (the "Intercompany Transactions"). As a result, there are numerous intercompany claims that reflect intercompany receivables and payments made to each other in the ordinary course of the Debtors' businesses (the "Intercompany Claims"). The

Debtors maintain records of all Intercompany Transactions and can ascertain, trace, and account for all Intercompany Claims.

72. The Intercompany Transactions are ordinary course transactions that are integral to the Debtors' businesses and the function of their Cash Management System. In order to preserve the value of the Debtors' estates and ensure that the businesses of the Debtors and any Future Debtors are not interrupted by these Chapter 11 cases, the Debtors seek approval and authorization to continue to undertake the Intercompany Transactions in the ordinary course and consistent with past practice. Moreover, such relief will not harm the estates. Any attempt by the Debtors to detach a Future Debtor from the Cash Management System and require them to establish and maintain separate cash management systems would be time consuming, costly and could adversely affect the value of the Debtors and the Future Debtor.

73. The Debtors will continue to maintain all receipts, disbursements and records of all transfers within the Cash Management System utilized postpetition. As a result, the Debtors will be able to document accurately the transactions occurring within the Cash Management System, including the Intercompany Transactions, for the benefit of all parties in interest.

74. Furthermore, to ensure that each individual Debtor will not fund, at the expense of its creditors, the operations of another entity, the Debtors respectfully request that, pursuant to Bankruptcy Code sections 503(b)(1) and 364(b), all Intercompany Claims against a Debtor by another Debtor or a Future Debtor arising after the Petition Date be accorded administrative expense status and priority. If all Intercompany Claims are accorded administrative expense status, each entity will continue to bear the ultimate repayment responsibility for the Intercompany Transactions.

75. Section 363(c)(1) of the Bankruptcy Code authorizes the debtor in possession to “use property of the estate in the ordinary course of business without notice or a hearing.” 11 U.S.C. § 363(c)(1). The purpose of section 363(c)(1) of the Bankruptcy Code is to provide a debtor in possession with the flexibility to engage in the ordinary course transactions that are required to operate its business without unnecessary oversight from the bankruptcy court or the debtor’s creditors. In re Roth American, Inc., 975 F.2d 949, 952 (3d Cir. 1992); In re Nellson Nutraceutical, Inc., 369 B.R. 787, 796 (Bankr. D. Del. 2007); In re Vision Metals, Inc., 325 B.R. 138, 145 (Bankr. D. Del. 2005). For example, postpetition intercompany transactions have been recognized as nothing more than a continuation of the routine transactions that are necessitated by a debtor in possession’s modified cash management system. See Amdura Nat’l Distrib. Co. v. Amdura Corp. (In re Amdura Corp.), 75 F.3d 1447, 1453 (10th Cir. 1996). Therefore, the Debtors seek authority, pursuant to section 363(c)(1) of the Bankruptcy Code, to continue to engage in the Intercompany Transactions as a necessary and ordinary part of the Debtors’ business.

76. Administrative expense treatment for intercompany transactions, as requested here, has been granted in other comparable Chapter 11 cases in this district. See, e.g., In re Eastman Kodak Co., Case No. 12-10202 (ALG) (Bankr. S.D.N.Y. Feb. 16, 2012) (Docket No. 376); In re Hostess Brands, Inc., Case No. 12-22052 (RDD) (Bankr. S.D.N.Y. Jan. 27, 2012) (Docket No. 214); In re Pinnacle Airlines Corp., Case No. 12-11343 (REG) (Bankr. S.D.N.Y. Apr. 23, 2012) (Docket No. 171); In re Getty Petroleum Marketing Inc., Case No. 11-15606 (SCC) (Bankr. S.D.N.Y. Jan. 9, 2012) (Docket No. 127); In re The Great Atlantic & Pacific Tea Co., Inc., Case No. 10-24549 (RDD) (Bankr. S.D.N.Y. Feb. 7, 2011) (Docket No. 733); In re EnviroSolutions of New York, LLC, Case No. 10-11236 (SMB) (Bankr. S.D.N.Y. Apr. 1, 2010)

(Docket No. 83); In re Loehmann's Holdings, Inc., Case No. 10-16077 (REG) (Bankr. S.D.N.Y. Dec. 6, 2010) (Docket No. 141); In re Charter Commc'ns, Inc., Case No. 09-11435 (JMP) (Bankr. S.D.N.Y. Apr. 1, 2009) (interim order) (Docket No. 95); In re Tronox Inc., Case No. 09-10156 (ALG) (Bankr. S.D.N.Y. Feb. 6, 2009) (Docket No. 146).

F. Bankruptcy Rule 6003 has Been Satisfied and Bankruptcy Rule 6004 Should be Waived

77. Bankruptcy Rule 6003 allows the Court to grant a debtor's request to use, sell, lease, or otherwise incur an obligation regarding property of the estate within the 20 days after the filing of the petition, so long as the debtor can demonstrate that the relief is necessary to avoid immediate and irreparable harm.

78. Bankruptcy Rule 6003 generally precludes the Court from authorizing certain relief until twenty-one days after the petition is filed, except to the extent necessary to prevent "immediate and irreparable harm." Fed. R. Bankr. P. 6003. The Debtors submit that, for the reasons set forth above, the relief requested in this Motion is necessary to avoid immediate and irreparable harm and, accordingly, Bankruptcy Rule 6003 has been satisfied.

79. To successfully implement the foregoing, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen-day stay under Bankruptcy Rule 6004(h).

INTERIM ORDER

80. The Debtors seek the relief requested in this Motion in the form on the attached interim order (the "Interim Order"). Within three (3) business days of the entry of the Interim Order, the Debtors will serve a copy of the Interim Order and this Motion on the Notice Parties (defined herein) and the Banks.

NOTICE

81. Notice of this Motion will be given to the following parties, or in lieu thereof, to their counsel: (a) the Office of the United States Trustee for the Southern District of New York; (b) the office of the United States Attorney General; (c) the office of the New York Attorney General; (d) the office of the United States Attorney for the Southern District of New York; (e) the Internal Revenue Service; (f) the Securities and Exchange Commission; (g) each of the Debtors' prepetition lenders, or their agents, if applicable; (h) each of the indenture trustees for the Debtors' outstanding notes issuances; (i) Ally Financial Inc. and its counsel; (j) counsel to the administrative agent for the Debtors' proposed providers of debtor in possession financing; (k) Nationstar Mortgage LLC and its counsel; and (l) the parties included on the Debtors' list of fifty (50) largest unsecured creditors; and (m) each of the Debtors' depositing banks (collectively, the "Notice Parties").

CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court (i) enter an order substantially in the form annexed hereto as Exhibit A granting the relief requested in the Motion; and (ii) grant such other and further relief to the Debtors as the Court may deem just and proper.

Dated: May 14, 2012
New York, New York

/s/ Darren M. Nashelsky

Larren M. Nashelsky

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*Proposed Counsel for Debtors and
Debtors in Possession*

EXHIBIT A

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

.....)
In re:) Case No. 12-
)
RESIDENTIAL CAPITAL, LLC, et al.,) Chapter 11
)
Debtors.) Jointly Administered
.....)

**INTERIM 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, (IV) INTERIM 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, INCLUDING
INTERCOMPANY TRANSACTIONS WITH FUTURE DEBTORS, GRANTING
ADMINISTRATIVE EXPENSE STATUS TO INTERCOMPANY CLAIMS, AND
SCHEDULING A FINAL HEARING ON THE RELIEF REQUESTED**

Upon the motion (the “Motion”)¹ of the Debtors for entry of interim and final orders, under Bankruptcy Code sections 105, 345, 363, 364, and 503(b)(1) and Bankruptcy Rules 6003 and 6004, authorizing (i) the continued use of the Debtors’ cash management services and practices, as modified, (ii) the continued use of the Debtors’ 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) interim waiver of the investment and deposit requirements of Bankruptcy Code section 345, (v) Debtors to honor specified outstanding prepetition obligations, (vi) continuation of ordinary course intercompany transactions, and including intercompany

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion. Creditors and parties-in-interest with questions or concerns regarding the Debtors’ Chapter 11 cases or the relief granted herein may refer to www.kccllc.net/rescap for additional information.

transactions with any Future Debtors, and according administrative expense status to postpetition intercompany claims arising from such transactions, and (vii) scheduling a final hearing on the relief requested; and upon the Whitlinger Affidavit; and it appearing that this Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that venue of these Chapter 11 cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this proceeding on the Motion is a core proceeding pursuant to 28 U.S.C. §157(b); and sufficient notice of the Motion having been given under the particular circumstances; and it appearing that no other or further notice need be provided; and it appearing that the relief requested by the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and after due deliberation thereon; and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED on an interim basis, as set forth herein.

Cash Management Practices

2. The Debtors are authorized to continue using the Cash Management System, to manage their cash, to pay intercompany payables, including certain prepetition payables referenced in the Motion, to extend intercompany credit, and to otherwise transfer funds by and among the Debtors consistent with past practice, subject to the terms of the DIP Credit Agreement.

3. The Debtors are authorized to implement and utilize the Funding Facilities Cash Flow Structure, as described in the Motion and as contemplated by the terms of the DIP Credit Agreement and the other cash collateral agreements, during these Chapter 11 cases. Subject to the Court's approval of the respective postpetition financing agreements, and in

connection with the Funding Facilities Cash Flow Structure, the Debtors are authorized to use the DIP Concentration Account, the Revolver Concentration Account, the LOC Concentration Account, the Citibank MSR Concentration Account and the FNMA EAF Collection Account, each more particularly described in the Motion.

4. The Debtors are authorized to continue to perform their obligations under the agreements governing such system, and to transfer funds between and among the Debtors and any Future Debtors, and between and among their respective Bank Accounts and other accounts maintained with or by their duly appointed agents and custodians, as and when needed and in the amounts necessary or appropriate to maintain their operations and facilitate the orderly operation of their estates or businesses; provided, however, that such transfers of funds by and among the Debtors and their affiliates are made in accordance with the terms and conditions, and do not impair any parties' rights under any Servicing Agreements, deposit agreements or other similar document, the DIP Credit Agreement or any order governing the Debtors' use of cash collateral or debtor in possession financing facilities.

5. The Debtors shall maintain records of all transfers within the Cash Management System so that all transfers and transactions shall be adequately and promptly documented in, and ascertainable from, the Debtors' books and records, to the same extent as maintained before the commencement of these Chapter 11 cases.

6. The Debtors are authorized to continue operating and maintaining the Custodial Accounts in connection with, and in accordance with, the Servicing Agreements and related documents for sales of whole loans to third parties.

7. The Debtors are authorized to continue to deduct amounts from the Custodial Accounts for the repayment of the Advances.

8. The Debtors' banks are authorized, in the course of providing cash management services to the Debtors, to continue to deduct from the appropriate accounts of the Debtors, the bank's customary fees and expenses associated with the nature of the deposit, cash management and custodial services rendered to the Debtors. The Debtors are further authorized to pay customary prepetition banking and custody fees owed to any of their banks. Any customary postpetition banking and custody fees will have administrative priority.

9. The Debtors' banks are authorized to process, reverse and debit deposits that are returned by payor banks in the ordinary course of business, honor and pay all prepetition checks and transfers related to the P&I Funds, the T&I Funds or otherwise made in the ordinary course of business of loans serviced by the Debtors. The Debtors' banks are authorized to rely on the Debtors' designation of accounts as P&I Custodial Accounts or T&I Custodial Accounts, without any further duty of inquiry.

10. The Debtors shall be authorized to perform each of their Servicing Functions in accordance with the terms and conditions of the Servicing Agreements until the Court enters an order that otherwise addresses such agreements. Without limiting the generality of the foregoing, the Debtors are authorized, but not directed, to make all required Advances and to perform indemnification obligations, as provided under the Servicing Agreements, without further application to, or order of, this Court. In addition, parties to the servicing transactions are authorized, free and clear of any constraints imposed by the Bankruptcy Code, including, without limitation, Bankruptcy Code section 362, to continue any customary prepetition practices of billing, reporting or otherwise making demands on each other as to amounts due and to the extent that the relevant parties continue to agree to do so, of "netting" amounts currently due to and from such parties, provided, however, that with respect to any Mortgage Loans Receivables

and REO Property (each term as defined in the DIP Credit Agreement) that are collateral under the DIP Credit Agreement and any proceeds thereof, there shall be no “netting” without Court authorization.

11. No rights of any entity in connection with a contract or transaction of the kind listed in Bankruptcy Code sections 555, 556, 559, 560 and 561(a), whatever they might or might not be, are affected by the entry of this Order.

12. Nothing in this Order shall limit, expand or otherwise affect any rights and obligations of the Debtors and other parties under any of the Debtors’ repurchase agreements, including the obligations, if any, under any repurchase agreements to segregate funds and transfer servicing rights.

13. All banks at which the Debtors maintain bank accounts (the “Banks”), including, without limitation, those accounts listed on **Exhibit B** to the Motion (collectively with any and all other bank accounts maintained by the Debtors, the “Bank Accounts”), are authorized and directed to (a) continue to administer, service, and maintain the Bank Accounts as such accounts were administered, serviced, and maintained before the Petition Date, without interruption and in the usual and ordinary course and (b) to receive, process, honor and pay any and all checks, drafts, wires, automated clearinghouse transfers, electronic fund transfers, or other items presented, issued, or drawn on the Bank Accounts (collectively, the “Debits”) on account of a claim arising on or after the Petition Date so long as the Debtors have good funds standing to their credit in the relevant Bank Accounts in accordance with the terms and conditions governing the Cash Management System.

14. The Banks are restrained and prohibited from honoring any Debit presented, issued, or drawn on any Bank Account on account of a claim arising before the

Petition Date (a “Prepetition Debit”) unless the payment of such claim (a) has been authorized by an order of this Court, (b) has been directed by the Debtors and not otherwise prohibited by a “stop payment” request received by the relevant Bank from the Debtors, and (c) is supported by sufficient funds in the relevant Bank Account.

15. Subject to the provisions of this Order, the Banks are authorized and directed to rely on the Debtors’ representations, instructions and presentations (without any duty of further inquiry) as to which Debits are authorized to be honored or dishonored, whether or not such Debits are dated prior to, on, or subsequent to the Petition Date. To the extent that the Debtors direct that any debit be dishonored, the Debtors may issue replacement Debits.

16. Each Bank that maintains one or more Bank Accounts shall implement customary handling procedures to effectuate the terms of this Order. No Bank that implements such handling procedures shall be liable to the Debtors or their estates, or otherwise held in violation of this Order, for honoring a Prepetition Debit or other Debit (a) at the direction or instruction of the Debtors to honor such Prepetition Debit or other Debit, (b) in the good faith belief, which may be based upon the direction or instruction of the Debtors, that the Court has authorized that such Prepetition Debit or other Debit be honored, or (c) as a result of an innocent mistake made despite implementation of such handling procedures.

17. Each Bank is, subject to and in accordance with the terms and conditions of the Cash Management System, authorized to “charge back” to or deduct from the Debtors’ accounts any amounts incurred by the Bank resulting from returned checks or other returned items, and the Debtors are authorized to pay to the Bank any fees and expenses in connection with any such item, in each case, regardless of whether such item was deposited prepetition or postpetition.

18. Any payment from a Bank Account at the Debtors' request made by a Bank prior to the Petition Date (including, but not limited to, an ACH (EFT) that such Bank is or becomes obligated to settle), or any instrument issued by any Bank on behalf of any Debtor pursuant to a "midnight deadline" or otherwise, shall be deemed to be paid prepetition, regardless of whether actually debited from such Bank Account prepetition.

19. Subject to the limitations set forth in paragraph 28 below, the Debtors are authorized to implement such changes to the Cash Management System as the Debtors may deem necessary or appropriate, including, without limitation, closing any of the Bank Accounts or opening any additional Bank Accounts (the "New Accounts"), wherever the Debtors deem that such accounts are needed or appropriate, and whether or not the banks in which such accounts are opened are designated depositories in the Southern District of New York; provided that (a) any New Account shall be (i) with a bank that is organized under the laws of the United States of America or any state therein and that is insured by the FDIC or the Federal Savings and Loan Insurance Corporation and (ii) designated a "debtor in possession" or "DIP" account by the relevant bank, and (b) the Debtors shall provide the U.S. Trustee with notice of any New Accounts. The Banks are authorized and directed to honor the Debtors' requests to open or close (as the case may be) such Bank Accounts or additional bank accounts. The Debtors shall provide notice to the U.S. Trustee, Barclays and AFI of the opening of any New Accounts or the closing of any Bank Accounts.

20. Unless otherwise provided herein, the relief, rights, and responsibilities provided for in this Order shall be deemed to apply to any and all Bank Accounts, whether or not such Bank Accounts are listed on **Exhibit B** to the Motion and including, without limitation, any New Accounts.

DIP Cash Management

21. The DIP Collection Account, DIP Borrower Account and the DIP Concentration Account (each defined herein), which each hold proceeds of the collateral securing the DIP Facilities shall be kept separate and apart from the Debtors' other accounts. GMAC Mortgage and RFC shall remit all collections with respect to Mortgage Loans, Receivables and REO Property (each term as defined in the DIP Credit Agreement; collectively, the "First Lien Collateral") into deposit accounts owned by GMACM Borrower LLC (the "GMACM Borrower") (the "GMACM Borrower Account") and RFC Borrower LLC (the "RFC Borrower" and together with the GMACM Borrower, the "Borrowers") (the "RFC Borrower Account" and together with the GMACM Borrower Account, the "DIP Borrower Accounts"), respectively, within two business days after collection. Notwithstanding the foregoing, GMACM and RFC shall deposit all collections with respect to the Serviced Loans included in the MBS Trust to the MBS Trust Collection Account within two business days after collection, and shall then cause such collections to be remitted directly from the MBS Trust Collection Account to the applicable DIP Borrower Account no later than two business days after such collections are deposited into the MBS Trust Collection Account (each term as defined in the DIP Credit Agreement). With respect to collections (the "DIP Collections") on First Lien Collateral, (a) that GMACM, as primary servicer, collects, the funds shall move from lockbox accounts (Map 2, #1),² to a collection/clearing account, to custodial accounts (Map 2, #2), to off-balance sheet custodial accounts (Map 2, #3), to the GMACM Borrower Account (Map 2, #4) and (b) that RFC, as master servicer, collects from primary servicers, the funds shall flow directly from clearing accounts (Map 3, #1) to the RFC Borrower Account (Map 3, #2).

² Map references pertain to those included in the Motion.

22. The lockbox accounts, collection/clearing accounts, and/or custodial accounts that the DIP Collections pass through before they are remitted the DIP Borrower Accounts are not, and shall not be, subject to the lien of any third party. Except as provided in paragraph 21, the Debtors shall not permit the DIP Collections to ever flow through any of ResCap's corporate accounts or any other account of the Debtors prior to remitting the DIP Collections to the DIP Borrower Accounts. Any funds passing through these unencumbered lockbox accounts, collection/clearing accounts, and/or custodial accounts that constitute Collateral (as defined in the DIP Credit Agreement) or proceeds of Collateral shall at all times be subject to the liens securing the DIP Facilities and shall be held in trust for the benefit of the DIP lenders.

23. Funds on deposit in the DIP Borrower Accounts may be swept from time to time to the DIP Concentration Account in accordance with the DIP Credit Agreement. Each time funds in the DIP Borrower Accounts are swept to the DIP Concentration Account, ResCap shall become obligated (a) to the GMACM Borrower in the amount swept into the DIP Concentration Account from the GMACM Borrower Account and (b) to the RFC Borrower in the amount swept into the DIP Concentration Account from the RFC Borrower Account. Such intercompany indebtedness shall be payable upon demand by the applicable Borrower or, upon the occurrence of an Event of Default under the DIP Credit Agreement (such term as defined therein), by the Collateral Agent. In addition, collections on First Lien Collateral pledged under the DIP Facilities shall be remitted to the DIP Concentration Account from the Debtors' other operating accounts.

24. The DIP Concentration Account shall be a ResCap segregated account into which only funds swept from the DIP Borrower Accounts will be deposited and no other

funds of the Credit Parties (as defined in the DIP Credit Agreement) shall be commingled with such funds. The DIP Concentration Account shall not be subject to any Adverse Claim (as defined in the DIP Credit Agreement), except as specifically set forth in the DIP Credit Agreement.

25. As long as the conditions to withdrawal of funds from the DIP Concentration Account and the DIP Borrower Accounts, as set forth in the DIP Credit Agreement, are satisfied, and other than during a Dominion Period, ResCap and the Borrowers shall be permitted to withdraw funds from the DIP Concentration Account and the DIP Borrower Accounts, respectively, to fund certain additional servicer advances, certain loan repurchases, a share of the operating expenses and other expenditures specifically set forth in the DIP Credit Agreement, in each case, in accordance with the Approved DIP Budget.

26. During an Activation Period (as defined in the DIP Credit Agreement) or a Dominion Period, all funds in the DIP Borrower Accounts and the DIP Concentration Account shall be swept daily into a deposit account established by the RFC Borrower (the "DIP Collection Account"). Upon the occurrence of an Event of Default, the Administrative Agent may, or, at the request of the Requisite Lenders (as defined in the DIP Credit Agreement) shall, give notice to the Borrower Account Bank (as defined in the DIP Credit Agreement) and the Concentration Account Bank (as defined in the DIP Credit Agreement), commencing a Dominion Period, and shall further direct the Borrower Account Bank and the Concentration Account Bank to forward and sweep daily all amounts in the DIP Borrower Accounts and the DIP Concentration Account to the DIP Collection Account. During a Dominion Period, after written notice from the Collateral Agent, all funds in the DIP Collection Account shall be applied to outstanding DIP obligations in accordance with the DIP Credit Agreement.

27. The DIP Borrower Accounts, the DIP Concentration Account and the Collection Account shall each be subject to a Deposit Account Control Agreement (as defined in the DIP Credit Agreement) in favor of the Collateral Agent for the benefit of the Secured Parties under the DIP Facilities.

28. The Borrowers shall not establish any new bank accounts, deposit accounts, checking accounts, money market funds, certificates of deposit or other similar accounts or financial instruments accounts, other than the DIP Borrower Accounts and the DIP Collection Account, without the prior written consent of the Administrative Agent, and any new accounts shall be subject to a control agreement satisfactory to the Collateral Agent.

29. All financial institutions in which (a) the DIP Borrower Accounts, (b) the DIP Concentration Account, (c) the DIP Collection Account, or (d) any other deposit accounts, lockboxes, blocked accounts or other accounts of any of the Debtors holding the proceeds of any of the collateral securing the DIP Facilities are located are authorized and directed to comply with any request of the Collateral Agent to turn over to the Collateral Agent all funds therein. Moreover, the depository banks are authorized to rely upon the directions of the Debtors and the Collateral Agent in accordance with this Order and the relevant Deposit Account Control Agreements (as defined in the DIP Credit Agreement). Under the Deposit Account Control Agreements (as defined in the DIP Credit Agreement), such financial institutions shall waive all rights to setoff or deduction of any kind, other than certain limited rights as agreed in section 4 of the Deposit Account Control Agreements.

Bank Accounts, Checks, and Business Forms

30. The requirements of the U.S. Trustee Guidelines that the Debtors close all existing bank accounts and open new debtor in possession accounts are hereby waived. Further, the requirements of the U.S. Trustee Guidelines that the Debtors establish specific bank accounts for tax payments are hereby waived.

31. The Bank Accounts are deemed debtor in possession accounts. The Debtors are authorized, but not directed, to use the Bank Accounts in the same manner and with the same account numbers, styles and document forms as those employed before the Petition Date (or, the case of any New Account now in existence, as are currently employed), including, without limitation: (a) to deposit funds in, and, to the extent the Debtors have good fund standing to their credit in such accounts, withdraw funds from, the Bank Accounts by all usual means, including checks, wire transfers, and other Debits, (b) to pay postpetition ordinary course bank fees in connection with the Bank Accounts, (c) to perform their obligations under the documents and agreements governing the Bank Accounts, (d) to treat the Bank Accounts for all purposes as accounts of the Debtors in their capacities as debtors in possession.

32. The Debtors are authorized to continue using all checks, correspondence, and business forms (including, but not limited to, letterhead, purchase orders and invoices) substantially in the forms existing immediately before the Petition Date, without reference to the Debtors' status as debtors in possession; provided, however, that the Debtors shall modify the check printing system so that checks will include a legend referring to the Debtors as "Debtor-in-Possession" or "DIP".

Investment and Deposit Requirements of 11 U.S.C. § 345

33. The Debtors are authorized to invest and deposit funds in accordance with their existing investment practices, and, to the extent that such practices are not consistent with the requirements of 11 U.S.C. § 345(b), such requirements are waived, for good cause shown, on an interim basis. To the extent the Debtors are not in compliance with Bankruptcy Code section 345(b) in a period of ninety (90) days from the date of entry of this Order, the Debtors shall seek additional relief from this Court or make such other arrangements as required by the U.S. Trustee; provided, however, if the Debtors are in compliance, then no further or other relief from the Court is necessary.

Intercompany Transactions and Intercompany Claims

34. The Debtors are authorized to continue to maintain their business relationships and to undertake transactions between each other and any Future Debtors (the “Intercompany Transactions”) in the ordinary course and consistent with past practice. Pursuant to Bankruptcy Code sections 503(b)(1) and 364(b), all claims against any Debtor by another Debtor or by a Future Debtor and arising on or after the Petition Date in connection with the Intercompany Transactions shall be accorded administrative expense status and priority of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code.

Other Matters

35. Bankruptcy Rule 6003(b) has been satisfied.
36. The requirements of Bankruptcy Rule 6004(a) are waived.
37. The Debtors are hereby authorized to execute any additional or supplemental documents incident to the relief granted pursuant to this Order.

38. The Debtors, their officers, employees and agents, are authorized to take or refrain from taking such acts as are necessary and appropriate to implement and effectuate the relief granted herein.

39. Upon request of a lender, within 20 days after the end of a calendar month, the Debtors shall provide their pre- and post-petition lenders with a report, in a form reasonably satisfactory to the post-petition lenders, of the allocation among the various collateral pools of the estates' total expenses that were allocated among the various collateral pools during the prior calendar month, and such allocation of expenses shall be pro rata based on the Debtors' borrowing base projections (which shall be updated on a monthly basis).

40. Notwithstanding anything to the contrary in this Order, any action to be taken pursuant to the relief authorized in this Order is subject to the terms of any cash collateral order entered in these chapter 11 cases as well as any restrictions in the AFI DIP, DIP Credit Agreement or the order approving such agreement. To the extent there is any inconsistency between the terms of this order and the terms of any order relating to postpetition financing or cash collateral, the terms of the orders relating to postpetition financing or cash collateral shall govern. Nothing granted in this Order shall be deemed to constitute an assumption or rejection by the Debtors of any contracts or agreements, and the Debtors retain their rights to assume, reject or modify any contracts or agreements to the extent they are entitled to do so under existing contracts or agreements or applicable law.

41. As promptly as possible, but in no event later than five (5) business days after entry of this Order, the Debtors shall serve a copy of this Order on the Banks at their contact information listed on **Exhibit B** to the Motion, in addition to the parties who received notice of the Motion.

42. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Order shall be effective and enforceable immediately upon entry hereof.

43. Notwithstanding anything herein to the contrary, this Order shall not modify or affect the terms and provisions of, nor the rights and obligations under, (a) the Board of Governors of the Federal Reserve System Consent Order, dated April 13, 2011, by and among AFI, Ally Bank, ResCap, GMAC Mortgage, LLC, the Board of Governors of the Federal Reserve System, and the Federal Deposit Insurance Corporation, (b) the consent judgment entered April 5, 2012 by the District Court for the District of Columbia, dated February 9, 2012, (c) 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, and (d) AFI and Ally Bank and their respective subsidiaries and affiliates (excluding ResCap and its subsidiaries).

44. The relief granted by this Order shall apply to any affiliated future debtor (a "Future Debtor") in these jointly-administered cases. An affiliated debtor shall be deemed to be a Future Debtor upon the Court's entry of an order authorizing the joint administration of such Future Debtor's Chapter 11 case with the Chapter 11 cases of the Debtors.

45. The final hearing to consider entry of an order granting the relief requested in the Motion on a permanent basis shall be held on _____, 2012 at ____:00 __.m., prevailing Eastern Time; and any objections to entry of such order shall be in writing, filed with the Court in accordance with General Order M-399, and served upon (i) the attorneys for the Debtors, Morrison & Foerster LLP, 1290 Avenue of the Americas, New York, New York 10104 (Attn: Darren M. Nashelsky, Esq.) and (ii) the Notice Parties, in each case so as to be received no later than 4:00 p.m., prevailing Eastern Time on _____, 2012.

46. This Order is effective only from the date of entry through this Court's disposition of the Motion on a final basis at or after the final hearing; *provided, however*, that the Court's ultimate disposition of the Motion on a final basis shall not impair or otherwise affect any action taken pursuant to this Order.

47. This Court shall retain jurisdiction with respect to all matters relating to the interpretation or implementation of this Order.

Dated: New York, New York
, 2012

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

Ref #	Account Number	Bank	Address	Contact	Corporate/Company Code	Account Type
130	2211000027	Ally Bank	440 S Church St # 1100 Charlotte, NC 28202	Tom Houghton 704-444-4825 tom.houghton@ally.com	GMAC Mortgage, LLC	Custodial
131	2211000043	Ally Bank	440 S Church St # 1100 Charlotte, NC 28202	Tom Houghton 704-444-4825 tom.houghton@ally.com	GMAC Mortgage, LLC	Custodial
132	2211000050	Ally Bank	440 S Church St # 1100 Charlotte, NC 28202	Tom Houghton 704-444-4825 tom.houghton@ally.com	GMAC Mortgage, LLC	Custodial
133	2211000068	Ally Bank	440 S Church St # 1100 Charlotte, NC 28202	Tom Houghton 704-444-4825 tom.houghton@ally.com	GMAC Mortgage, LLC	Custodial
134	2211000118	Ally Bank	440 S Church St # 1100 Charlotte, NC 28202	Tom Houghton 704-444-4825 tom.houghton@ally.com	GMAC Mortgage, LLC	Custodial
135	2211203803	Ally Bank	440 S Church St # 1100 Charlotte, NC 28202	Tom Houghton 704-444-4825 tom.houghton@ally.com	GMAC Mortgage USA Corporation	Operating - Other
136	2211309394	Ally Bank	440 S Church St # 1100 Charlotte, NC 28202	Tom Houghton 704-444-4825 tom.houghton@ally.com	GMAC Mortgage, LLC	Custodial
137	2211556184	Ally Bank	440 S Church St # 1100 Charlotte, NC 28202	Tom Houghton 704-444-4825 tom.houghton@ally.com	GMAC Mortgage, LLC	Custodial
138	2211740572	Ally Bank	440 S Church St # 1100 Charlotte, NC 28202	Tom Houghton 704-444-4825 tom.houghton@ally.com	GMAC Mortgage, LLC	Custodial
139	2211815192	Ally Bank	440 S Church St # 1100 Charlotte, NC 28202	Tom Houghton 704-444-4825 tom.houghton@ally.com	GMAC Mortgage, LLC	Custodial
140	2211815200	Ally Bank	440 S Church St # 1100 Charlotte, NC 28202	Tom Houghton 704-444-4825 tom.houghton@ally.com	GMAC Mortgage, LLC	Custodial
141	2211831660	Ally Bank	440 S Church St # 1100 Charlotte, NC 28202	Tom Houghton 704-444-4825 tom.houghton@ally.com	GMAC Mortgage, LLC	Custodial
142	2211852997	Ally Bank	440 S Church St # 1100 Charlotte, NC 28202	Tom Houghton 704-444-4825 tom.houghton@ally.com	GMAC Mortgage, LLC	Custodial
143	2211853193	Ally Bank	440 S Church St # 1100 Charlotte, NC 28202	Tom Houghton 704-444-4825 tom.houghton@ally.com	GMAC Mortgage, LLC	Custodial
144	2211853284	Ally Bank	440 S Church St # 1100 Charlotte, NC 28202	Tom Houghton 704-444-4825 tom.houghton@ally.com	GMAC Mortgage, LLC	Custodial
145	2211853920	Ally Bank	440 S Church St # 1100 Charlotte, NC 28202	Tom Houghton 704-444-4825 tom.houghton@ally.com	GMAC Mortgage, LLC	Custodial
146	2211961665	Ally Bank	440 S Church St # 1100 Charlotte, NC 28202	Tom Houghton 704-444-4825 tom.houghton@ally.com	GMAC Mortgage, LLC	Custodial
147	2211961798	Ally Bank	440 S Church St # 1100 Charlotte, NC 28202	Tom Houghton 704-444-4825 tom.houghton@ally.com	GMAC Mortgage, LLC	Custodial
148	2212371500	Ally Bank	440 S Church St # 1100 Charlotte, NC 28202	Tom Houghton 704-444-4825 tom.houghton@ally.com	GMACR Mortgage Products, LLC	Non-Operating - General
149	2212371732	Ally Bank	440 S Church St # 1100 Charlotte, NC 28202	Tom Houghton 704-444-4825 tom.houghton@ally.com	GMAC Mortgage, LLC	Custodial
150	2212409334	Ally Bank	440 S Church St # 1100 Charlotte, NC 28202	Tom Houghton 704-444-4825 tom.houghton@ally.com	GMAC Mortgage, LLC	Custodial
151	2212409342	Ally Bank	440 S Church St # 1100 Charlotte, NC 28202	Tom Houghton 704-444-4825 tom.houghton@ally.com	GMAC Mortgage, LLC	Custodial
152	2212409367	Ally Bank	440 S Church St # 1100 Charlotte, NC 28202	Tom Houghton 704-444-4825 tom.houghton@ally.com	GMAC Mortgage, LLC	Custodial
153	2212409375	Ally Bank	440 S Church St # 1100 Charlotte, NC 28202	Tom Houghton 704-444-4825 tom.houghton@ally.com	GMAC Mortgage, LLC	Custodial
154	2212409383	Ally Bank	440 S Church St # 1100 Charlotte, NC 28202	Tom Houghton 704-444-4825 tom.houghton@ally.com	GMAC Mortgage, LLC	Custodial
155	2212409656	Ally Bank	440 S Church St # 1100 Charlotte, NC 28202	Tom Houghton 704-444-4825 tom.houghton@ally.com	GMAC Mortgage, LLC	Custodial
156	2212409664	Ally Bank	440 S Church St # 1100 Charlotte, NC 28202	Tom Houghton 704-444-4825 tom.houghton@ally.com	GMAC Mortgage, LLC	Custodial
157	2212409771	Ally Bank	440 S Church St # 1100 Charlotte, NC 28202	Tom Houghton 704-444-4825 tom.houghton@ally.com	GMAC Mortgage, LLC	Custodial
158	2212409987	Ally Bank	440 S Church St # 1100 Charlotte, NC 28202	Tom Houghton 704-444-4825 tom.houghton@ally.com	GMAC Mortgage, LLC	Custodial
159	2212410142	Ally Bank	440 S Church St # 1100 Charlotte, NC 28202	Tom Houghton 704-444-4825 tom.houghton@ally.com	GMAC Mortgage, LLC	Custodial
160	2212410209	Ally Bank	440 S Church St # 1100 Charlotte, NC 28202	Tom Houghton 704-444-4825 tom.houghton@ally.com	GMAC Mortgage, LLC	Custodial
161	2216768222	Ally Bank	440 S Church St # 1100 Charlotte, NC 28202	Tom Houghton 704-444-4825 tom.houghton@ally.com	GMAC Mortgage, LLC	Custodial
162	2216768578	Ally Bank	440 S Church St # 1100 Charlotte, NC 28202	Tom Houghton 704-444-4825 tom.houghton@ally.com	GMAC Mortgage, LLC	Custodial
163	2220352849	Ally Bank	440 S Church St # 1100 Charlotte, NC 28202	Tom Houghton 704-444-4825 tom.houghton@ally.com	GMAC Mortgage, LLC	Custodial
164	2220410894	Ally Bank	440 S Church St # 1100 Charlotte, NC 28202	Tom Houghton 704-444-4825 tom.houghton@ally.com	GMAC Mortgage, LLC	Custodial
165	2220628420	Ally Bank	440 S Church St # 1100 Charlotte, NC 28202	Tom Houghton 704-444-4825 tom.houghton@ally.com	GMAC Mortgage, LLC	Custodial
166	2221679547	Ally Bank	440 S Church St # 1100 Charlotte, NC 28202	Tom Houghton 704-444-4825 tom.houghton@ally.com	GMAC Mortgage, LLC	Custodial
167	2221794007	Ally Bank	440 S Church St # 1100 Charlotte, NC 28202	Tom Houghton 704-444-4825 tom.houghton@ally.com	GMAC Mortgage, LLC	Custodial
168	2310027103	Ally Bank	440 S Church St # 1100 Charlotte, NC 28202	Tom Houghton 704-444-4825 tom.houghton@ally.com	GMAC Mortgage, LLC	Custodial
169	4725518668	Ally Bank	440 S Church St # 1100 Charlotte, NC 28202	Tom Houghton 704-444-4825 tom.houghton@ally.com	GMAC Mortgage, LLC	Custodial
170	2226951404	Ally Bank	440 S Church St # 1100 Charlotte, NC 28202	Tom Houghton 704-444-4825 tom.houghton@ally.com	GMAC Mortgage, LLC	Custodial
171	990126021	Bank of America, N.A.	333 South Hope Street Los Angeles, CA 90071	Marilyn Thomas 213-621-4944 marilyn.thomas@bamf.com	GMAC Residential Holding Company, LLC	Operating - Concentration
172	1233321368	Bank of America, N.A.	333 South Hope Street Los Angeles, CA 90071	Marilyn Thomas 213-621-4944 marilyn.thomas@bamf.com	Executive Trustee Services LLC	Custodial

Exhibit B - Bank Accounts

Ref #	Account Number	Bank	Address	Contact	Corporate/Company Code	Account Type
732	1235830689	Bank of America, N.A.	333 South Hope Street Los Angeles, CA 90071	Marilyn Thomas 213-621-4944 marilyn.thomas@baml.com	GMAC Mortgage, LLC	Custodial
733	1235830702	Bank of America, N.A.	333 South Hope Street Los Angeles, CA 90071	Marilyn Thomas 213-621-4944 marilyn.thomas@baml.com	GMAC Mortgage, LLC	Custodial
734	1235830707	Bank of America, N.A.	333 South Hope Street Los Angeles, CA 90071	Marilyn Thomas 213-621-4944 marilyn.thomas@baml.com	GMAC Mortgage, LLC	Custodial
735	1235830721	Bank of America, N.A.	333 South Hope Street Los Angeles, CA 90071	Marilyn Thomas 213-621-4944 marilyn.thomas@baml.com	GMAC Mortgage, LLC	Custodial
736	1235830726	Bank of America, N.A.	333 South Hope Street Los Angeles, CA 90071	Marilyn Thomas 213-621-4944 marilyn.thomas@baml.com	GMAC Mortgage, LLC	Custodial
737	1235830764	Bank of America, N.A.	333 South Hope Street Los Angeles, CA 90071	Marilyn Thomas 213-621-4944 marilyn.thomas@baml.com	GMAC Mortgage, LLC	Custodial
738	1235830769	Bank of America, N.A.	333 South Hope Street Los Angeles, CA 90071	Marilyn Thomas 213-621-4944 marilyn.thomas@baml.com	GMAC Mortgage, LLC	Custodial
739	1235830788	Bank of America, N.A.	333 South Hope Street Los Angeles, CA 90071	Marilyn Thomas 213-621-4944 marilyn.thomas@baml.com	GMAC Mortgage, LLC	Custodial
740	1235830825	Bank of America, N.A.	333 South Hope Street Los Angeles, CA 90071	Marilyn Thomas 213-621-4944 marilyn.thomas@baml.com	GMAC Mortgage, LLC	Custodial
741	1235830849	Bank of America, N.A.	333 South Hope Street Los Angeles, CA 90071	Marilyn Thomas 213-621-4944 marilyn.thomas@baml.com	GMAC Mortgage, LLC	Custodial
742	1235830863	Bank of America, N.A.	333 South Hope Street Los Angeles, CA 90071	Marilyn Thomas 213-621-4944 marilyn.thomas@baml.com	GMAC Mortgage, LLC	Custodial
743	1235830868	Bank of America, N.A.	333 South Hope Street Los Angeles, CA 90071	Marilyn Thomas 213-621-4944 marilyn.thomas@baml.com	GMAC Mortgage, LLC	Custodial
744	1235830887	Bank of America, N.A.	333 South Hope Street Los Angeles, CA 90071	Marilyn Thomas 213-621-4944 marilyn.thomas@baml.com	GMAC Mortgage, LLC	Custodial
745	1235830900	Bank of America, N.A.	333 South Hope Street Los Angeles, CA 90071	Marilyn Thomas 213-621-4944 marilyn.thomas@baml.com	GMAC Mortgage, LLC	Custodial
746	1235830905	Bank of America, N.A.	333 South Hope Street Los Angeles, CA 90071	Marilyn Thomas 213-621-4944 marilyn.thomas@baml.com	GMAC Mortgage, LLC	Custodial
747	1235830924	Bank of America, N.A.	333 South Hope Street Los Angeles, CA 90071	Marilyn Thomas 213-621-4944 marilyn.thomas@baml.com	GMAC Mortgage, LLC	Custodial
748	1235830929	Bank of America, N.A.	333 South Hope Street Los Angeles, CA 90071	Marilyn Thomas 213-621-4944 marilyn.thomas@baml.com	GMAC Mortgage, LLC	Custodial
749	1235830943	Bank of America, N.A.	333 South Hope Street Los Angeles, CA 90071	Marilyn Thomas 213-621-4944 marilyn.thomas@baml.com	GMAC Mortgage, LLC	Custodial
750	1235830948	Bank of America, N.A.	333 South Hope Street Los Angeles, CA 90071	Marilyn Thomas 213-621-4944 marilyn.thomas@baml.com	GMAC Mortgage, LLC	Custodial
751	1235830981	Bank of America, N.A.	333 South Hope Street Los Angeles, CA 90071	Marilyn Thomas 213-621-4944 marilyn.thomas@baml.com	GMAC Mortgage, LLC	Custodial
752	1235893597	Bank of America, N.A.	333 South Hope Street Los Angeles, CA 90071	Marilyn Thomas 213-621-4944 marilyn.thomas@baml.com	GMAC Mortgage, LLC	Custodial
753	1257010446	Bank of America, N.A.	333 South Hope Street Los Angeles, CA 90071	Marilyn Thomas 213-621-4944 marilyn.thomas@baml.com	Residential Funding Company, LLC	Custodial
754	1257013091	Bank of America, N.A.	333 South Hope Street Los Angeles, CA 90071	Marilyn Thomas 213-621-4944 marilyn.thomas@baml.com	Residential Capital, LLC	Operating - Concentration
755	1257025839	Bank of America, N.A.	333 South Hope Street Los Angeles, CA 90071	Marilyn Thomas 213-621-4944 marilyn.thomas@baml.com	Residential Funding Company, LLC	Operating - General
756	1257039454	Bank of America, N.A.	333 South Hope Street Los Angeles, CA 90071	Marilyn Thomas 213-621-4944 marilyn.thomas@baml.com	GMAC Mortgage, LLC	Operating - Disbursement
757	1257046360	Bank of America, N.A.	333 South Hope Street Los Angeles, CA 90071	Marilyn Thomas 213-621-4944 marilyn.thomas@baml.com	Residential Funding Company, LLC	Custodial
758	1257213293	Bank of America, N.A.	333 South Hope Street Los Angeles, CA 90071	Marilyn Thomas 213-621-4944 marilyn.thomas@baml.com	Residential Funding Company, LLC	Custodial
759	1257213298	Bank of America, N.A.	333 South Hope Street Los Angeles, CA 90071	Marilyn Thomas 213-621-4944 marilyn.thomas@baml.com	Residential Funding Company, LLC	Custodial
760	1257300276	Bank of America, N.A.	333 South Hope Street Los Angeles, CA 90071	Marilyn Thomas 213-621-4944 marilyn.thomas@baml.com	Residential Funding Company, LLC	Custodial
761	1453003933	Bank of America, N.A.	333 South Hope Street Los Angeles, CA 90071	Marilyn Thomas 213-621-4944 marilyn.thomas@baml.com	GMAC Mortgage, LLC	Operating - General
762	7765600532	Bank of America, N.A.	333 South Hope Street Los Angeles, CA 90071	Marilyn Thomas 213-621-4944 marilyn.thomas@baml.com	GMAC Mortgage, LLC	Operating - Disbursement
763	19917	Bank of New York Mellon	One Wall Street New York, NY 10286	Kevin Higgins 212-635-7878 kevin.higgins@bnymellon.com	GMAC Mortgage, LLC	Non-Operating - Other
764	45349	Bank of New York Mellon	One Wall Street New York, NY 10286	Kevin Higgins 212-635-7878 kevin.higgins@bnymellon.com	GMAC Mortgage, LLC	Custodial
765	45403	Bank of New York Mellon	One Wall Street New York, NY 10286	Kevin Higgins 212-635-7878 kevin.higgins@bnymellon.com	GMAC Mortgage, LLC	Custodial
766	569079	Bank of New York Mellon	One Wall Street New York, NY 10286	Kevin Higgins 212-635-7878 kevin.higgins@bnymellon.com	GMAC Mortgage, LLC	Operating - General
767	587105	Bank of New York Mellon	One Wall Street New York, NY 10286	Kevin Higgins 212-635-7878 kevin.higgins@bnymellon.com	GMAC Mortgage, LLC	Custodial
768	11215175	Citibank, N.A.	388 Greenwich St New York, NY 10013	Emil Cornejo 212-816-6941 emil.f.cornejo@ci.com	Residential Capital, LLC	Operating - Forex
769	11215183	Citibank, N.A.	388 Greenwich St New York, NY 10013	Emil Cornejo 212-816-6941 emil.f.cornejo@ci.com	Residential Capital, LLC	Operating - Forex
770	11216643	Citibank, N.A.	388 Greenwich St New York, NY 10013	Emil Cornejo 212-816-6941 emil.f.cornejo@ci.com	Residential Capital, LLC	Operating - Forex
771	11902075	Citibank, N.A.	388 Greenwich St New York, NY 10013	Emil Cornejo 212-816-6941 emil.f.cornejo@ci.com	Residential Capital, LLC	Operating - Forex
772	12141264	Citibank, N.A.	388 Greenwich St New York, NY 10013	Emil Cornejo 212-816-6941 emil.f.cornejo@ci.com	Passive Asset Transactions LLC	Operating - Forex
773	30609909	Citibank, N.A.	388 Greenwich St New York, NY 10013	Emil Cornejo 212-816-6941 emil.f.cornejo@ci.com	GMAC Mortgage, LLC	Operating - Other
774	30609933	Citibank, N.A.	388 Greenwich St New York, NY 10013	Emil Cornejo 212-816-6941 emil.f.cornejo@ci.com	GMAC Mortgage, LLC	Operating - Other

Exhibit B - Bank Accounts

Ref #	Account Number	Bank	Address	Contact	Corporate/Company Code	Account Type
775	30838584	Citibank, N.A.	388 Greenwich St New York, NY 10013	Emil Cornejo 212-816-6941 emil.f.cornejo@citib.com	Ditech, LLC	Operating - General
776	9994724806	Citibank, N.A.	388 Greenwich St New York, NY 10013	Emil Cornejo 212-816-6941 emil.f.cornejo@citib.com	GMAC Mortgage, LLC	Restricted Cash - Depository
777	330608	Deutsche Bank Trust Company Americas	60 Wall Street MS NYC 60-2802 New York, NY 10005	Marco Caputi 212-250-1236 marco.p.caputi@db.com	GMAC Mortgage, LLC	Operating - Other
778	424815	Deutsche Bank Trust Company Americas	60 Wall Street MS NYC 60-2802 New York, NY 10005	Marco Caputi 212-250-1236 marco.p.caputi@db.com	GMAC Mortgage, LLC	Custodial
779	440292	Deutsche Bank Trust Company Americas	60 Wall Street MS NYC 60-2802 New York, NY 10005	Marco Caputi 212-250-1236 marco.p.caputi@db.com	GMAC Mortgage, LLC	Custodial
780	440305	Deutsche Bank Trust Company Americas	60 Wall Street MS NYC 60-2802 New York, NY 10005	Marco Caputi 212-250-1236 marco.p.caputi@db.com	GMAC Mortgage, LLC	Custodial
781	440313	Deutsche Bank Trust Company Americas	60 Wall Street MS NYC 60-2802 New York, NY 10005	Marco Caputi 212-250-1236 marco.p.caputi@db.com	GMAC Mortgage, LLC	Custodial
782	440321	Deutsche Bank Trust Company Americas	60 Wall Street MS NYC 60-2802 New York, NY 10005	Marco Caputi 212-250-1236 marco.p.caputi@db.com	GMAC Mortgage, LLC	Custodial
783	937698	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Non-Operating - Disbursement
784	937839	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Non-Operating - Disbursement
785	944300	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Non-Operating - Disbursement
786	976601	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Non-Operating - Disbursement
787	1001031	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
788	1001262	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
789	1001767	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
790	1002534	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
791	1013929	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
792	1014505	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
793	1015064	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
794	1017300	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
795	1017318	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
796	1017326	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
797	1017334	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
798	1017409	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
799	1017508	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
800	1017524	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
801	1017532	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
802	1018092	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
803	1023936	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	Residential Funding Company, LLC	Operating - Collection
804	1038561	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
805	1038579	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
806	1038611	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
807	1038629	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
808	1038637	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
809	1038645	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
810	1038660	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
811	1038678	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
812	1038694	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
813	1038777	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
814	1038785	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
815	1060706	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
816	1060714	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
817	1060755	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial

Ref #	Account Number	Bank	Address	Contact	Corporate/Company Code	Account Type
3097	796682425	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
3098	796682433	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
3099	796682441	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
3100	796682458	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
3101	796682466	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
3102	796682474	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
3103	796682482	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Operating - General
3104	796682490	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
3105	796682508	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
3106	796682516	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
3107	796682524	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
3108	796682540	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Operating - Other
3109	796682557	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	Residential Funding Company, LLC	Operating - Concentration
3110	796682565	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Operating - Receipt
3111	796682573	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Operating - Disbursement
3112	796682581	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	Ditech, LLC	Restricted Cash - Depository
3113	796682599	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	Residential Capital, LLC	Operating - Concentration
3114	796682607	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
3115	796682615	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Operating - Concentration
3116	796682623	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Operating - Other
3117	796682631	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Operating - Concentration
3118	796682649	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Operating - Concentration
3119	796682656	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Operating - Concentration
3120	796682664	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
3121	796682672	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	Residential Capital, LLC	Operating - Concentration
3122	796682698	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	Residential Capital, LLC	Operating - Concentration
3123	796682706	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	Residential Capital, LLC	Operating - Concentration
3124	796682714	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	Passive Asset Transactions LLC	Operating - Concentration
3125	796682722	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	Passive Asset Transactions LLC	Operating - Concentration
3126	796682730	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	Residential Funding Company, LLC	Operating - Concentration
3127	796682748	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	Residential Funding Company, LLC	Operating - Concentration
3128	796682755	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	Residential Funding Company, LLC	Operating - Concentration
3129	796682763	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	Residential Funding Company, LLC	Operating - General
3130	796682771	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	Residential Funding Company, LLC	Operating - Concentration
3131	796682789	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	Homecomings Financial Real Estate Holdings, LLC	Operating - Concentration
3132	796682797	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	Residential Funding Real Estate Holdings, LLC	Operating - Concentration
3133	796682805	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	RFC Asset Holdings II, LLC	Operating - Collection
3134	796682813	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	RFC Asset Holdings II, LLC	Operating - Concentration
3135	796682821	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	Residential Funding Company, LLC	Operating - Concentration
3136	796682839	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	Residential Consumer Services, LLC	Operating - Disbursement
3137	796682854	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Operating - Concentration
3138	796682862	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Operating - Concentration
3139	796682870	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	Residential Mortgage Real Estate Holdings, LLC	Operating - Collection

Exhibit B - Bank Accounts

Ref #	Account Number	Bank	Address	Contact	Corporate/Company Code	Account Type
3441	G08567	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
3442	G15290	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
3443	G54823	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
3444	G55026	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	Residential Funding Company, LLC	Custodial
3445	G56023	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Custodial
3446	P66230	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	Passive Asset Transactions LLC	Custodial
3447	796682961	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	RFC BORROWER LLC	Operating - Concentration
3448	796682987	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	RFC BORROWER LLC	Operating - Concentration
3449	796682979	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMACM BORROWER LLC	Operating - Concentration
3450	796682912	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Operating - Concentration
3451	796682920	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	GMAC Mortgage, LLC	Operating - Concentration
3452	796682938	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	Residential Capital, LLC	Operating - Concentration
3453	796682946	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	Residential Capital, LLC	Operating - Concentration
3454	796682953	JPMORGAN CHASE BANK, N.A.	3rd First National Plaza Chicago, IL 60602	William Sholten 312-732-4600 william.sholten@jpmorgan.com	Residential Capital, LLC	Operating - Concentration
3455	185352069	M&T Bank	One M&T Plaza Buffalo, NY 14203	Karen Cranz 716-842-5383 kcranz@mtb.com	Residential Funding Company, LLC	Custodial
3456	185368842	M&T Bank	One M&T Plaza Buffalo, NY 14203	Karen Cranz 716-842-5383 kcranz@mtb.com	Residential Funding Company, LLC	Custodial
3457	185819216	M&T Bank	One M&T Plaza Buffalo, NY 14203	Karen Cranz 716-842-5383 kcranz@mtb.com	Residential Funding Company, LLC	Custodial
3458	185819307	M&T Bank	One M&T Plaza Buffalo, NY 14203	Karen Cranz 716-842-5383 kcranz@mtb.com	Residential Funding Company, LLC	Custodial
3459	185956323	M&T Bank	One M&T Plaza Buffalo, NY 14203	Karen Cranz 716-842-5383 kcranz@mtb.com	Residential Funding Company, LLC	Custodial
3460	185965522	M&T Bank	One M&T Plaza Buffalo, NY 14203	Karen Cranz 716-842-5383 kcranz@mtb.com	Residential Funding Company, LLC	Custodial
3461	BGLF / 00100446	State Street Bank and Trust Company	Two World Financial Center 225 Liberty Street, 24th Floor New York, NY 10281	Terri Rosberg 617-662-3987 tmbrownrosberg@statestreet.com	RFC Asset Holdings II, LLC	Custodial
3462	BGLM / 00100461	State Street Bank and Trust Company	Two World Financial Center 225 Liberty Street, 24th Floor New York, NY 10281	Terri Rosberg 617-662-3987 tmbrownrosberg@statestreet.com	Residential Funding Company, LLC	Custodial
3463	BGLV / 435156	State Street Bank and Trust Company	Two World Financial Center 225 Liberty Street, 24th Floor New York, NY 10281	Terri Rosberg 617-662-3987 tmbrownrosberg@statestreet.com	RFC Asset Holdings II, LLC	Custodial
3464	BGLX / 435172	State Street Bank and Trust Company	Two World Financial Center 225 Liberty Street, 24th Floor New York, NY 10281	Terri Rosberg 617-662-3987 tmbrownrosberg@statestreet.com	Residential Funding Company, LLC	Custodial
3465	BGLY / 435180	State Street Bank and Trust Company	Two World Financial Center 225 Liberty Street, 24th Floor New York, NY 10281	Terri Rosberg 617-662-3987 tmbrownrosberg@statestreet.com	Residential Funding Company, LLC	Custodial
3466	104756807830	U.S. Bank National Association	800 Nicollet Mall Minneapolis, MN 55402	Jennifer A. Norman 612-303-7348 jennifer.norman1@usbank.com	Residential Funding Company, LLC	Operating - Concentration
3467	104757811591	U.S. Bank National Association	800 Nicollet Mall Minneapolis, MN 55402	Jennifer A. Norman 612-303-7348 jennifer.norman1@usbank.com	Residential Funding Company, LLC	Operating - Disbursement
3468	104790189443	U.S. Bank National Association	800 Nicollet Mall Minneapolis, MN 55402	Jennifer A. Norman 612-303-7348 jennifer.norman1@usbank.com	RCSFJV2004 LLC	Operating - Other
3469	104790371223	U.S. Bank National Association	800 Nicollet Mall Minneapolis, MN 55402	Jennifer A. Norman 612-303-7348 jennifer.norman1@usbank.com	GMAC Mortgage, LLC	Custodial
3470	152100013191	U.S. Bank National Association	800 Nicollet Mall Minneapolis, MN 55402	Jennifer A. Norman 612-303-7348 jennifer.norman1@usbank.com	Residential Funding Company, LLC	Operating - Controlled Disbursements
3471	153910004800	U.S. Bank National Association	800 Nicollet Mall Minneapolis, MN 55402	Jennifer A. Norman 612-303-7348 jennifer.norman1@usbank.com	RFC Asset Holdings II, LLC	Operating - Other
3472	153910011920	U.S. Bank National Association	800 Nicollet Mall Minneapolis, MN 55402	Jennifer A. Norman 612-303-7348 jennifer.norman1@usbank.com	RFC Asset Management, LLC	Operating - Other
3473	153910011938	U.S. Bank National Association	800 Nicollet Mall Minneapolis, MN 55402	Jennifer A. Norman 612-303-7348 jennifer.norman1@usbank.com	RFC SFJV 2002, LLC	Operating - Other
3474	2000003496554	Wells Fargo f/k/a Wachovia Bank	420 Montgomery Street San Francisco, CA 94104	Steve Dobel dobels@wellsfargo.com	GMAC Mortgage, LLC	Custodial
3475	2000013328104	Wells Fargo f/k/a Wachovia Bank	420 Montgomery Street San Francisco, CA 94104	Steve Dobel dobels@wellsfargo.com	GMAC Mortgage, LLC	Custodial
3476	2000013330105	Wells Fargo f/k/a Wachovia Bank	420 Montgomery Street San Francisco, CA 94104	Steve Dobel dobels@wellsfargo.com	Ditech, LLC	Operating - Other
3477	2000041713451	Wells Fargo f/k/a Wachovia Bank	420 Montgomery Street San Francisco, CA 94104	Steve Dobel dobels@wellsfargo.com	Residential Funding Company, LLC	Operating - Concentration
3478	2000041713626	Wells Fargo f/k/a Wachovia Bank	420 Montgomery Street San Francisco, CA 94104	Steve Dobel dobels@wellsfargo.com	Residential Capital, LLC	Operating - Concentration
3479	2000041713668	Wells Fargo f/k/a Wachovia Bank	420 Montgomery Street San Francisco, CA 94104	Steve Dobel dobels@wellsfargo.com	GMAC Mortgage, LLC	Operating - Concentration
3480	2000041713671	Wells Fargo f/k/a Wachovia Bank	420 Montgomery Street San Francisco, CA 94104	Steve Dobel dobels@wellsfargo.com	Residential Funding Company, LLC	Operating - Concentration
3481	2000041713781	Wells Fargo f/k/a Wachovia Bank	420 Montgomery Street San Francisco, CA 94104	Steve Dobel dobels@wellsfargo.com	Passive Asset Transactions LLC	Operating - Concentration
3482	2000041713956	Wells Fargo f/k/a Wachovia Bank	420 Montgomery Street San Francisco, CA 94104	Steve Dobel dobels@wellsfargo.com	RFC Asset Holdings II, LLC	Operating - Concentration

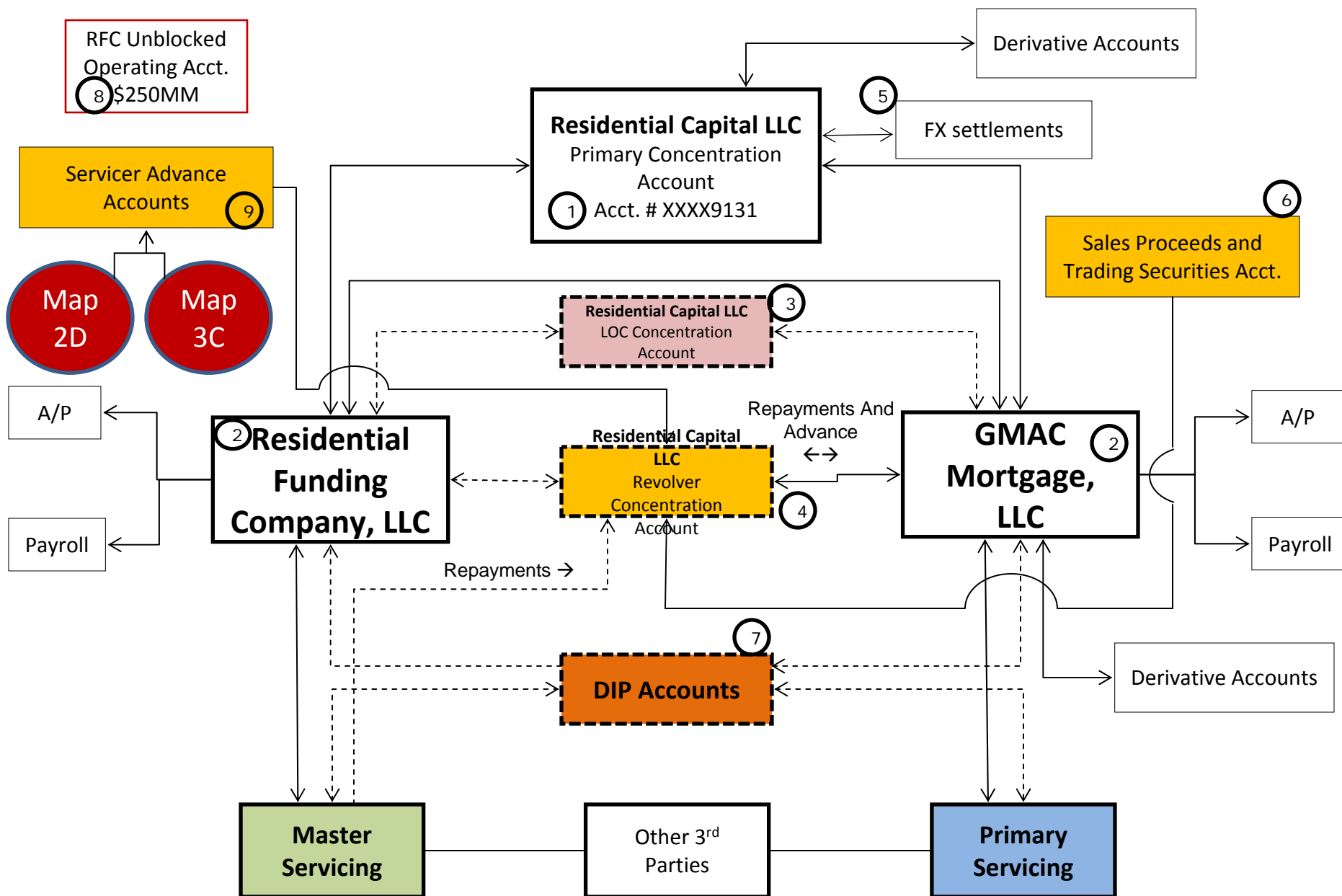
Exhibit B - Bank Accounts

Ref #	Account Number	Bank	Address	Contact	Corporate/Company Code	Account Type
3483	2000041713969	Wells Fargo f/k/a Wachovia Bank	420 Montgomery Street San Francisco, CA 94104	Steve Dobel dobels@wellsfargo.com	Residential Mortgage Real Estate Holdings, LLC	Operating - Collection
3484	2000041713972	Wells Fargo f/k/a Wachovia Bank	420 Montgomery Street San Francisco, CA 94104	Steve Dobel dobels@wellsfargo.com	Residential Funding Real Estate Holdings, LLC	Operating - Concentration
3485	2000041713985	Wells Fargo f/k/a Wachovia Bank	420 Montgomery Street San Francisco, CA 94104	Steve Dobel dobels@wellsfargo.com	Homecomings Financial Real Estate Holdings, LLC	Operating - Concentration
3486	2000041714353	Wells Fargo f/k/a Wachovia Bank	420 Montgomery Street San Francisco, CA 94104	Steve Dobel dobels@wellsfargo.com	GMAC Mortgage, LLC	Operating - Concentration
3487	2000041714706	Wells Fargo f/k/a Wachovia Bank	420 Montgomery Street San Francisco, CA 94104	Steve Dobel dobels@wellsfargo.com	Residential Funding Company, LLC	Operating - Concentration
3488	2000042898511	Wells Fargo f/k/a Wachovia Bank	420 Montgomery Street San Francisco, CA 94104	Steve Dobel dobels@wellsfargo.com	Residential Capital, LLC	Operating - Concentration
3489	2000042898663	Wells Fargo f/k/a Wachovia Bank	420 Montgomery Street San Francisco, CA 94104	Steve Dobel dobels@wellsfargo.com	Residential Capital, LLC	Operating - Concentration
3490	2000042898676	Wells Fargo f/k/a Wachovia Bank	420 Montgomery Street San Francisco, CA 94104	Steve Dobel dobels@wellsfargo.com	Residential Funding Company, LLC	Operating - Concentration
3491	2000042898689	Wells Fargo f/k/a Wachovia Bank	420 Montgomery Street San Francisco, CA 94104	Steve Dobel dobels@wellsfargo.com	GMAC Mortgage, LLC	Operating - Concentration
3492	2000042911388	Wells Fargo f/k/a Wachovia Bank	420 Montgomery Street San Francisco, CA 94104	Steve Dobel dobels@wellsfargo.com	Residential Capital, LLC	Operating - Concentration
3493	2000042911867	Wells Fargo f/k/a Wachovia Bank	420 Montgomery Street San Francisco, CA 94104	Steve Dobel dobels@wellsfargo.com	GMAC Mortgage, LLC	Operating - Concentration
3494	2000042911870	Wells Fargo f/k/a Wachovia Bank	420 Montgomery Street San Francisco, CA 94104	Steve Dobel dobels@wellsfargo.com	Residential Funding Company, LLC	Operating - Concentration
3495	2000042922607	Wells Fargo f/k/a Wachovia Bank	420 Montgomery Street San Francisco, CA 94104	Steve Dobel dobels@wellsfargo.com	GMAC Mortgage, LLC	Operating - Concentration
3496	2000045277618	Wells Fargo f/k/a Wachovia Bank	420 Montgomery Street San Francisco, CA 94104	Steve Dobel dobels@wellsfargo.com	Residential Funding Company, LLC	Restricted Cash - Other
3497	2000045277621	Wells Fargo f/k/a Wachovia Bank	420 Montgomery Street San Francisco, CA 94104	Steve Dobel dobels@wellsfargo.com	Residential Funding Company, LLC	Operating - Concentration
3498	2000045278963	Wells Fargo f/k/a Wachovia Bank	420 Montgomery Street San Francisco, CA 94104	Steve Dobel dobels@wellsfargo.com	RFC Asset Holdings II, LLC	Operating - Concentration
3499	2000045278976	Wells Fargo f/k/a Wachovia Bank	420 Montgomery Street San Francisco, CA 94104	Steve Dobel dobels@wellsfargo.com	Passive Asset Transactions LLC	Operating - Concentration
3500	2000049234945	Wells Fargo f/k/a Wachovia Bank	420 Montgomery Street San Francisco, CA 94104	Steve Dobel dobels@wellsfargo.com	GMAC Mortgage, LLC	Operating - Other
3501	2000049259043	Wells Fargo f/k/a Wachovia Bank	420 Montgomery Street San Francisco, CA 94104	Steve Dobel dobels@wellsfargo.com	GMAC Mortgage, LLC	Custodial
3502	2000049281176	Wells Fargo f/k/a Wachovia Bank	420 Montgomery Street San Francisco, CA 94104	Steve Dobel dobels@wellsfargo.com	GMAC Mortgage, LLC	Operating - Disbursement
3503	2000062860066	Wells Fargo f/k/a Wachovia Bank	420 Montgomery Street San Francisco, CA 94104	Steve Dobel dobels@wellsfargo.com	GMAC Mortgage, LLC	Operating - General
3504	2000201447570	Wells Fargo f/k/a Wachovia Bank	420 Montgomery Street San Francisco, CA 94104	Steve Dobel dobels@wellsfargo.com	Residential Consumer Services, LLC	Operating - Disbursement
3505	2100003508957	Wells Fargo f/k/a Wachovia Bank	420 Montgomery Street San Francisco, CA 94104	Steve Dobel dobels@wellsfargo.com	GMAC Mortgage, LLC	Operating - Receipt
3506	2100012536910	Wells Fargo f/k/a Wachovia Bank	420 Montgomery Street San Francisco, CA 94104	Steve Dobel dobels@wellsfargo.com	GMAC Mortgage, LLC	Operating - Concentration
3507	2100012764397	Wells Fargo f/k/a Wachovia Bank	420 Montgomery Street San Francisco, CA 94104	Steve Dobel dobels@wellsfargo.com	GMAC Mortgage, LLC	Operating - Concentration
3508	2100013597877	Wells Fargo f/k/a Wachovia Bank	420 Montgomery Street San Francisco, CA 94104	Steve Dobel dobels@wellsfargo.com	GMAC Mortgage, LLC	Operating - Other
3509	2100018442642	Wells Fargo f/k/a Wachovia Bank	420 Montgomery Street San Francisco, CA 94104	Steve Dobel dobels@wellsfargo.com	GMAC Mortgage, LLC	Custodial
3510	2100018445128	Wells Fargo f/k/a Wachovia Bank	420 Montgomery Street San Francisco, CA 94104	Steve Dobel dobels@wellsfargo.com	GMAC Mortgage, LLC	Custodial
3511	2100018492090	Wells Fargo f/k/a Wachovia Bank	420 Montgomery Street San Francisco, CA 94104	Steve Dobel dobels@wellsfargo.com	GMAC Mortgage, LLC	Custodial
3512	2100018728719	Wells Fargo f/k/a Wachovia Bank	420 Montgomery Street San Francisco, CA 94104	Steve Dobel dobels@wellsfargo.com	GMAC Mortgage, LLC	Custodial
3513	2100018747978	Wells Fargo f/k/a Wachovia Bank	420 Montgomery Street San Francisco, CA 94104	Steve Dobel dobels@wellsfargo.com	GMAC Mortgage, LLC	Custodial
3514	2100018906311	Wells Fargo f/k/a Wachovia Bank	420 Montgomery Street San Francisco, CA 94104	Steve Dobel dobels@wellsfargo.com	GMAC Mortgage, LLC	Custodial

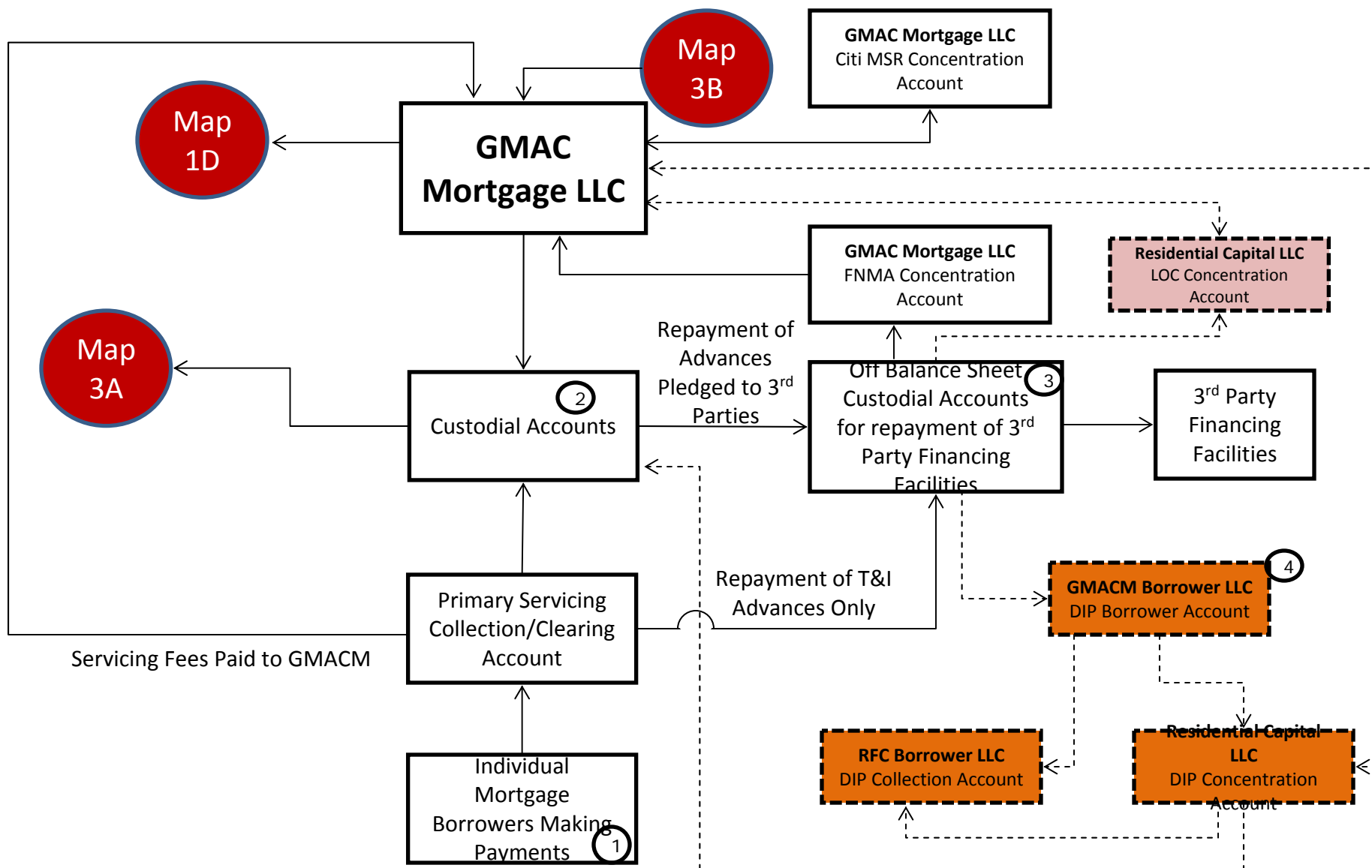
EXHIBIT C

ResCap Bank Account Structure

ResCap Bank Account Structure | Map 1 – Residential Capital, LLC



ResCap Bank Account Structure | Map 2 – Primary Servicing High Level Custodial Process



ResCap Bank Account Structure | Map 3 – Master Servicing High Level Custodial Process

