

**Amendment No. 1 To  
The Rescap Borrower Claims Trust  
Trust Agreement**

This Amendment No. 1 to THE RESCAP BORROWER CLAIMS TRUST TRUST AGREEMENT dated December 17, 2013 (the “**Trust Agreement**”) is entered into as of March 7th, 2014, and is effective as of such date (the “**Amendment**”) by the Trust Committee of The Rescap Borrower Claims Trust (the “**Trust Committee**”).

1. Recitals.

A. The Trust Committee has determined that it is advisable that the Trust Agreement be amended as provided for herein and each member of the Trust Committee has consented to such amendment and has executed this amendment with the intention of evidencing such consent.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the Trust Agreement is hereby amended as follows:

1. Borrowers Claims Payments. Section 4.2(b) of the Trust Agreement currently contains the following provision:

“Each holder of a Borrower Claim that was not Allowed as of the Effective Date and that is subsequently Allowed, in whole or in part, shall receive from the Disputed Claims Reserve a Borrower Claims Payment in respect of such Claim following the date such Claim becomes Allowed. **Such Borrower Claims Payments shall be made at such time and from time to time as determined by the Trust Committee, provided that a Borrower Claims Payment shall be made no later than ninety (90) days following date on which the respective Borrower Claim becomes Allowed.**” (emphasis supplied)

Section 4.2(b) of the Trust Agreement shall be amended and restated to eliminate the last sentence of 4.2(b), and 4.2(b) shall now read as follows:

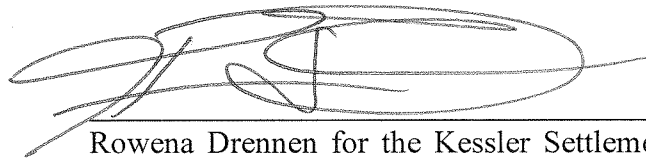
“Each holder of a Borrower Claim that was not Allowed as of the Effective Date and that is subsequently Allowed, in whole or in part, shall receive from the Disputed Claims Reserve a Borrower Claims Payment in respect of such Claim following the date such Claim becomes Allowed. Such Borrower Claims Payments shall be made at such time and from time to time as determined by the Trust Committee.”

2. This Amendment conforms with Section 12.11 of the Trust Agreement and is not inconsistent with the provisions of the Plan or the Confirmation Order.

3. Except as expressly amended hereby, all remaining terms of the Trust Agreement shall remain in full force and effect and shall not be amended or modified by the execution of this Amendment.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date first herein above written.

**BORROWER CLAIMS TRUST COMMITTEE**



Rowena Drennen for the Kessler Settlement Class in the consolidated class action styled *In re Community Bank of Northern Virginia Second Mortgage Lending Practice Litigation*, consolidated in the United States District Court for the Western District of Pennsylvania, MDL No. 1674, Case Nos. 03-0425, 02-01201, 05-0688, 05-1386

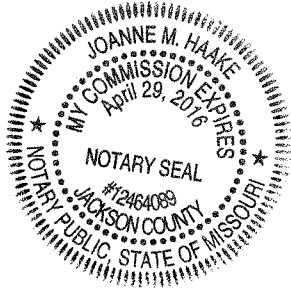
STATE OF MISSOURI     )  
  )ss  
COUNTY OF JACKSON    )

Before me, on the 7<sup>th</sup> day of March 2014, the undersigned, a Notary Public within and for the County and State of Missouri aforesaid, same Rowena Drennen, who is personally known to me to be the same person who executed this instrument, and such person duly acknowledged the execution of the same to her own free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Joanne M. Haake  
Notary Public

My Commission Expires: 4/29/2016



*Steven Mitchell*

Steven Mitchell for the Mitchell Settlement Class in the civil action styled *Steven and Ruth Mitchell v. Residential Funding Company, LLC, et al.*, currently pending before the Circuit Court of Jackson County, Missouri, Division 4, Case No. 03-CV-220489

STATE OF MISSOURI     )  
  )ss  
COUNTY OF JACKSON    )

Before me, on the 29 day of March 2014, the undersigned, a Notary Public within and for the County and State of Missouri aforesaid, same Steven Mitchell, who is personally known to me to be the same person who executed this instrument, and such person duly acknowledged the execution of the same to his own free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

*Joanne M. Haake*  
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Notary Public

My Commission Expires: 4/29/2016

