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*Counsel for the Official Committee of
Unsecured Creditors*

*Counsel for the Debtors and
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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----)
In re:) Case No. 12-12020 (MG)
)
RESIDENTIAL CAPITAL, LLC, et al.,) Chapter 11
)
Debtors.) Jointly Administered
)
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**NOTICE OF FILING OF COMPLETE ASSUMPTION SCHEDULE
CONSTITUTING EXHIBIT 1 OF THE PLAN SUPPLEMENT**

IF YOU ARE A COUNTERPARTY TO ANY OF THE CONTRACTS LISTED ON EXHIBIT 1 HERETO, YOU ARE RECEIVING THIS NOTICE BECAUSE THE PLAN PROPOSERS HAVE DESIGNATED AN EXECUTORY CONTRACT OR UNEXPIRED LEASE TO WHICH YOU ARE A PARTY FOR ASSUMPTION. PLEASE READ THIS NOTICE AND THE ATTACHED DOCUMENTS CAREFULLY AS YOUR RIGHTS ARE AFFECTED. THE PLAN PROPOSERS ENCOURAGE PARTIES IN INTEREST TO REVIEW SUCH DOCUMENTS IN THEIR ENTIRETY AND CONSULT AN ATTORNEY IF THEY HAVE QUESTIONS OR SEEK ADVICE.



PLEASE TAKE NOTICE OF THE FOLLOWING:

1. By Order dated August 23, 2013 [Docket No. 4809] (the “Disclosure Statement Approval Order”), the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) approved the Disclosure Statement for the *Joint Chapter 11 Plan Proposed by Residential Capital, LLC, et al. and the Official Committee of Unsecured Creditors*, dated August 23, 2013 (including all exhibits thereto, the “Disclosure Statement”), for the *Joint Chapter 11 Plan Proposed by Residential Capital, LLC, et al. and the Official Committee of Unsecured Creditors*, dated August 23, 2013 (as may be modified or amended, the “Plan”),¹ as containing adequate information within the meaning of section 1125 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”).

2. On October 29, 2013, pursuant to the Plan and authority provided by the Disclosure Statement Approval Order, Residential Capital, LLC and its debtor subsidiaries, as debtors in possession (collectively, the “Debtors”), and the Official Committee for Unsecured Creditors (the “Creditors’ Committee” and together with the Debtors, the “Plan Proponents”) filed a schedule of Executory Contracts and Unexpired Leases to be assumed and assigned by the respective Debtors pursuant to the Plan and assigned to the Liquidating Trust, and certain contracts and leases entered into by the Debtors after the Petition Date [Docket No. 5546] (as may be modified or supplemented, the “Assumption Schedule”). On November 12, 2013, the Plan Proponents filed a supplement to the Assumption Schedule. In the Notices of the Assumption Schedule, the Plan Proponents expressly reserved the right to amend, modify, and/or supplement the Assumption Schedule to, among other things, add or remove any specified contract or unexpired lease from the Assumption Schedule or alter any of the information contained therein.

3. The Plan Proponents hereby file the final form of the Assumption Schedule as Exhibit 1 of the Plan Supplement, annexed hereto, reflecting previous supplements, modifications, and discussions with non-Debtor counterparties. Exhibit 1 lists Executory Contracts, Unexpired Leases and certain postpetition contracts, and includes (a) the name of the non-Debtor counterparty, (b) the legal description of the Executory Contract or Unexpired Lease to be assumed, and (c) the proposed amount of an associated Cure Claim, if any. A blackline of Exhibit 1, reflecting any and all additions, modifications and/or supplements made to the Assumption Schedule filed on October 29, 2013, the date of its original filing, is appended hereto as Exhibit 2. Such supplemented and/or modified information is bolded and highlighted on Exhibit 2. The assumption of Assumed Agreements under the Plan shall include the vesting of such contracts in the Liquidating Trust. The Confirmation Order will constitute an order of the Bankruptcy Court approving the above-described assumption, assignment, and vesting.

4. Unless otherwise specified, each contract or unexpired lease comprising Exhibit 1 shall include all exhibits, schedules, riders, modifications, declarations, amendments, supplements, attachments, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such contract or unexpired lease, without regard to whether such agreement, instrument or other document is listed thereon.

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to such terms as set forth in the Disclosure Statement Approval Order or the Plan, as applicable.

5. Pursuant to Article V.A. of the Plan, any removed Executory Contracts or Unexpired Leases from the Assumption Schedule shall be deemed rejected as of the Effective Date. Counterparties to such contracts and leases must file any claims for rejection damages by the Rejection Damages Claim Bar Date or such claims shall be automatically disallowed, forever barred from assertion, and shall be unenforceable against the Debtors, the Liquidating Trust, or their assets or properties without the need for any further notice to, or action, order, or approval of, the Bankruptcy Court.

6. Neither the exclusion nor inclusion of any contract or unexpired lease on the Assumption Schedule, nor anything contained in the Plan or each Debtor's Schedules, shall constitute an admission that any such contract or lease is or is not in fact an Executory Contract or Unexpired Lease capable of assumption, that any Debtor has any liability thereunder, or that such Executory Contract or Unexpired Lease is necessarily a binding and enforceable agreement.

7. **THE ASSUMPTION SCHEDULE INCLUDES EXECUTORY CONTRACTS AND UNEXPIRED LEASES THAT MAY BE ASSUMED. THE PLAN PROPONENTS (IF PRIOR TO THE EFFECTIVE DATE OF THE PLAN) AND THE LIQUIDATING TRUST (IF FOLLOWING THE EFFECTIVE DATE) EXPRESSLY RESERVE THEIR RIGHTS UNDER THE PLAN TO (A) REMOVE ANY EXECUTORY CONTRACT OR UNEXPIRED LEASE FROM THE ASSUMPTION SCHEDULE AND REJECT AN EXECUTORY CONTRACT OR UNEXPIRED LEASE PURSUANT TO THE TERMS OF THE PLAN AND (B) CONTEST ANY CLAIM (INCLUDING CURE CLAIMS) ASSERTED IN CONNECTION WITH ASSUMPTION OF ANY EXECUTORY CONTRACT OR UNEXPIRED LEASE.**

8. The Debtors, prior to the Effective Date, and the Liquidating Trust, following the Effective Date, hereby reserve all of their rights to dispute the validity, status or enforceability of any contract, agreement, or lease set forth on the Assumption Schedule that may have expired or may have been modified, amended, or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letter and other documents, instruments, and agreements which may not be listed therein. Certain of the unexpired leases and executory contracts listed on the Assumption Schedule may contain certain renewal options, guarantees of payment, options to purchase, rights of first refusal, and other miscellaneous rights which are not specifically set forth on the Assumption Schedule. The Debtors, prior to the Effective Date, and the Liquidating Trust, following the Effective Date, reserve all rights with respect to the same, notwithstanding their omission from the Assumption Schedule.

9. **ASSUMPTION OF ANY EXECUTORY CONTRACT OR UNEXPIRED LEASE PURSUANT TO THE PLAN OR OTHERWISE SHALL RESULT IN THE FULL RELEASE AND SATISFACTION OF ANY CLAIMS OR DEFAULTS, WHETHER MONETARY OR NONMONETARY, INCLUDING DEFAULTS OF PROVISIONS RESTRICTING THE CHANGE IN CONTROL OR COMPOSITION OR OTHER BANKRUPTCY-RELATED DEFAULTS, ARISING UNDER ASSUMED EXECUTORY CONTRACT OR UNEXPIRED LEASE AT ANY TIME BEFORE THE DATE THE DEBTORS OR THE LIQUIDATING TRUST ASSUME SUCH EXECUTORY CONTRACT OR UNEXPIRED LEASE. ANY PROOFS OF CLAIM FILED WITH RESPECT TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE THAT HAS BEEN ASSUMED**

SHALL BE DEEMED DISALLOWED AND EXPUNGED, WITHOUT FURTHER NOTICE TO OR ACTION, ORDER OR APPROVAL OF THE BANKRUPTCY COURT.

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

11. The Plan Proponents reserve the right to alter, amend, modify or supplement the Assumption Schedule, as provided by the Plan.

12. Copies of the Plan, the Disclosure Statement, the Disclosure Statement Approval Order, and the Assumption Schedule can be viewed and obtained for a fee via PACER at www.pacer.gov or (without charge) on the Debtors' restructuring website at www.kccllc.net/rescap.

Dated: December 6, 2013
New York, New York

/s/ Lorenzo Marinuzzi
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Lorenzo Marinuzzi
Todd M. Goren
Samantha L. Martin
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-and-

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*Counsel for the Official Committee of
Unsecured Creditors*

Exhibit 1

The Assumption Schedule

Entity	Counterparty	Contract Description	Effective Date	Contact Name (if available)	Address	Cure Amount
GMAC Mortgage, LLC	Ally Bank	Custodial Agreement dated July 1, 2009, as amended	7/1/2009	Ally Bank	1100 Virginia Drive, Fort Washington PA 19034 attn: Director Document Custody Michael Hebling	\$0.00
Residential Capital, LLC	ATC Capital Markets	International tax advisory, Netherlands	8/5/2010	Fernando Oscar Account Manager	ATC Capital Markets Olympic Plaza Fred. Roeskestraat 123 1076 EE Amsterdam The Netherlands	\$0.00
GMAC Mortgage, LLC	AvePoint	Master Service Agreement - AvePoint is a search based tool for SharePoint site.	1/1/2008	Claire Ma	Harborside Financial Center, Plaza 10, Suite 202, 3 Second Street Jersey City, NJ 07311	\$0.00
Residential Funding Corporation, K.N.A Residential Funding Company, LLC	Beazer Homes Corp., a Tennessee corporation	Belmont, LLC Operating Agreement	6/2/2005	Belmont, LLC Beazer Homes USA, Inc. Beazer Homes Corp. James Mancuso, Esquire LandAmerica Lawyers Title	2630 S. Falkenburg Road, Riverview, FL 33569 Attention: Ed Suchora 1000 Abernathy Road, Ste 200, Atlanta, GA, Attn: Cory J. Boydston 2630 S. Falkenburg Rd., Riverview, FL 33569, Attn: Ed Suchora 1025 Greenwood Blvd., Ste 222, Lake Mary, FL 32746 14802 N. Dale Mabry Hwy., Ste 100, Tampa, FL 33618	\$0.00

Each contract and lease identified on the Assumption Schedule includes any guaranty, modifications, amendments, addenda or supplements thereto or restatements thereof.

Neither the exclusion nor inclusion of any contract or lease on the Assumption Schedule, nor anything contained in the Plan or each Debtor's Schedules, shall constitute an admission by the Debtors that any such contract or lease is or is not in fact an executory contract or unexpired lease capable of assumption, that any Debtor has any liability thereunder, or that such executory contract or unexpired lease is necessarily a binding and enforceable agreement. Further, the Plan Proponents expressly may (a) remove any contract or lease from the Assumption Schedule and reject an executory contract or unexpired lease pursuant to the terms of the Plan, up until the Effective Date, and (b) contest any Claim (including cure claims) asserted in connection with assumption of any contract or lease.

Entity	Counterparty	Contract Description	Effective Date	Contact Name (if available)	Address	Cure Amount
Residential Funding Corporation, K.N.A Residential Funding Company, LLC	Beazer Homes Corp., a Tennessee corporation	Belmont, LLC	2/1/2006 Most of the deal docs are dated 6/28/05; however, the deal didn't close until February 2006	Jeff Hoza, River Marsh Development, LLC Don Knutson, Beazer Homes USA, Inc.	1000 Abernathy Rd., Ste 1200, Atlanta, GA 30328 14901 Bogle Drive, Chantilly, VA 20151	\$0.00
Residential Capital LLC	Centerview Partners LLC	Investment Banking Advisor Agreement and any amendments thereto	10/18/2011	Centerview Partners	31 West 52nd Street, 22nd Floor New York, NY 10019	\$0.00
RFC, as successor-in-interest to Residential Funding Corporation	Community Bank of Northern Virginia (CBNV) and PNC Bank NA (PNC), as successor-in-interest to CBNV	Indemnification agreement requiring the loan originator (CBNV/PNC) to indemnify RFC in certain circumstances. The contract incorporates the terms of RFC's July 1, 1997 AlterNet Seller Guide	5/15/1998	PNC Bank, N.A. Attn: William H. Callihan	249 Fifth Avenue, One PNC Plaza, Pittsburgh, PA 15222	\$0.00
Residential Capital, LLC	Corporation Service Company ("CSC")	Serves as Registered Agent for all ResCap entities		Credit Rep: J. Latham	2711 Centerville Road, Suite 400 Wilmington, DE 19808	\$0.00
GMAC Mortgage LLC;	Federal Housing Administration	Application, as approved	9/1/2006 (received 9/6/2006)	Ms. Volky A. Garcia	U.S. Department of Housing and Urban Development, 490 L'Enfant Plaza East, SW, Suite 3214, Washington, DC 20024	\$0.00
GMAC Mortgage, LLC	GMAC Mortgage Ginnie Mae Escrow - The Bank of New York Mellon	Escrow Agreement between The Bank of New York Mellon, GMAC Mortgage LLC, and the Government National Mortgage Association (Ginnie Mae), and any amendments thereto	12/21/2009	F. Phil Triolo	Escrow Agent Corporate Trust Administration 101 Barclay Street - Floor 8W New York, New York, 10286	\$0.00

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Entity	Counterparty	Contract Description	Effective Date	Contact Name (if available)	Address	Cure Amount
Residential Funding Corporation	Gregory B. Lucas	Guaranty and related documents	6/1/2006	Gregory B. Lucas	805 North Pennsylvania, Glendora, CA 9	\$0.00
RFC, as successor-in-interest to Residential Funding Corporation	Guaranty National Bank of Tallahassee (GNBT) and Federal Deposit Insurance Corporation (FDIC), as successor-in-interest to GNBT	Indemnification agreement requiring the loan originator (GNBT/FDIC) to indemnify RFC in certain circumstances. The contract incorporates the terms of RFC's Consumer Finance Acquisitions Guide	2/10/2000	Federal Deposit Insurance Corporation Receiver: Guaranty National Bank of Tallahassee Attention: Claims Department, DRR	1601 Bryan Street, Dallas, TX 75201	\$0.00
GMAC Residential Funding Corporation	Hearthstone MS II Professionals, LLC	Amended and Restated Operating Agreement of Hearthstone-MSII Homebuilding Investors, LLC and all amendments thereto	9/1/1999	Hearthstone Advisors, Inc Attn: James Pugash	c/o Hearthstone Advisors, Inc 55 Francisco Street, Suite 700 San Francisco, CA 94133	\$0.00
Residential Funding Corporation	Hearthstone Professionals - RFC, LLC	Operating Agreement of Hearthstone-RFC Homebuilding Investors, LLC - along with all amendments thereto	10/1/1997	Hearthstone Advisors, Inc Attn: James Pugash	c/o Hearthstone Advisors, Inc 55 Francisco Street, Suite 700 San Francisco, CA 94133	\$0.00
Residential Funding Corporation	Hearthstone Professionals II, LP	Limited Partnership Agreement of Hearthstone Multi-State Homebuilding Partners, LP - along with all amendments thereto	9/15/1994	Hearthstone Advisors, Inc Attn: Richard Werner	Hearthstone Professional V, LP c/o Hearthstone Advisors, Inc 16830 Ventura Blvd, Suite 352 Encino, CA 91436	\$0.00
GMAC Mortgage, LLC	Hewlett-Packard Corporation	Master Service Agreement - Printing and maintenance contract for all HP printers	3/17/2005	Tad Taggart	20000 Victor Parkway, Suite 200 Livonia, MI 48152 United States	\$0.00

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Entity	Counterparty	Contract Description	Effective Date	Contact Name (if available)	Address	Cure Amount
GMAC Mortgage, LLC	Hewlett-Packard Corporation	Statement of Work for HP (Master Service Agreement for HP (HP Pay Per Use for Imaging and Printing Services Agreement (together with all Exhibits, Attachments and Statements of Work related to the Equipment	10/3/2005	Tad Taggart	20000 Victor Parkway, Suite 200 Livonia, MI 48152 United States	\$0.00
Residential Capital, LLC	Jeffrey Johnson	Serves as NM (in-state) collection agency manager for RFC's License		Jeffrey Johnson	5612 Cometa Court Albuquerque, NM 87111-1410	\$0.00
GMAC Mortgage, LLC	JP Morgan Chase	Securities custodian agreement and any amendments thereto	3/31/2011	JP Morgan Chase	713 Main St Floor 6 Houston, TX 77002-3201	\$24,750.65
Residential Funding Company, LLC	MERS	MERSCORP, Inc. Class B Common Stock	11/21/2011	MERSCORP, attn. Avi Marcus, Assoc. Corp. Secretary	1818 Library Street, Suite 300, Reston, VA 20190	\$0.00
GMAC Mortgage LLC	MERS	Membership Agreement & related SSAs	5/13/1999	MERSCORP, attn. Avi Marcus, Assoc. Corp. Secretary	1818 Library Street, Suite 300, Reston, VA 20190	\$0.00
Residential Funding Company, LLC	MERS	Membership Agreement & related SSAs	10/22/1999	MERSCORP, attn. Avi Marcus, Assoc. Corp. Secretary	1818 Library Street, Suite 300, Reston, VA 20190	\$0.00
GMAC Mortgage LLC	MERS	MERS Parent/Child Relationship Agreement		Bill Hazeltine	Sullivan Hazeltine Allinson LLC, 901 N. Market St., Suite 1300, Wilmington, DE 19801	\$0.00
GMAC Mortgage, LLC	The Bank of New York Mellon; Morgan Stanley & Co., Incorporated	Collateral Account Control Agreement among GMAC Mortgage, Morgan Stanley Co. Incorporated, and the Bank of New York Mellon	8/18/2010	Rick Arendas (BONY Mellon); Attention: Notices (Morgan Stanley)	One Wall Street New York, New York 10286; 1585 Broadway, New York, NY 10036-8293	\$0.00

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Entity	Counterparty	Contract Description	Effective Date	Contact Name (if available)	Address	Cure Amount
Residential Capital, LLC	ResCap Employees	Residential Capital, LLC Severance Plan	3/8/2012	Residential Capital, LLC	1000 Virginia Drive, Ft. Washington, PA 19034	\$0.00
GMAC Mortgage LLC	Rexford Road Lease Assignment	Lease Assignment for the Rexford Road location in Charlotte, NC.	3/1/2012	David W. Barnes- Senior Property Manager	2101 Rexford Road, Suite 325 W, charlotte NC 28211	\$0.00
Residential Funding Company, LLC	State Street	Securities custodian agreement and any amendments thereto	6/1/2009	Susan Horn	Two World Financial Center, 225 Liberty Street, New York. New York, 10281	\$3,910.97
GMAC Mortgage, LLC	The Bank of New York Mellon Trust Company, LLC	Custodial Agreement, and any amendments thereto	6/1/2010	The Bank of New York Mellon Trust Company	2220 Chemsearch Blvd, Suite 150 Irving, Texas 75062	\$0.00
Residential Funding Company, LLC	United Water Idaho, Inc	Water Infrastructure Extension and Construction Cost Refund Agreement - Hidden Springs Community, LLC	4/30/1998	William Linam	United Water Idaho 8248 W. Victory Road Boise, ID 83709	\$0.00
GMAC Mortgage, LLC	VA	All agreements or contracts with respect to FHA/VA loans, related claims and servicing (to the extent owned) arising out of ResCap's or its affiliates' status as approved issuer by Ginnie Mae and under the Ginnie Mae guides."		Ms. Kathie Shanklin	Department of Veteran Affairs	\$0.00
GMAC Mortgage LLC	Vision Global Solutions, LLC	Statement of Work - database maintenance	12/18/2006		Denver Regional Loan Center	\$0.00
HomeConnectsLending Service LLC	Vision Global Solutions, LLC	Master Service Agreement - database maintenance	7/24/2007		155 Van Gordon St	\$0.00
Home Connects / GMAC Mortgage LLC	Vision Global Solutions, LLC	Statement of Work - database maintenance	4/23/2009		Lakewood, CO 80228	\$0.00

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Entity	Counterparty	Contract Description	Effective Date	Contact Name (if available)	Address	Cure Amount
GMAC Mortgage, LLC	Vital Media Security, Inc.	Master Service Agreement for offsite data storage in the Fulcrum data center.	4/1/2003	Sharon Sehon	1421 LeMay Drive Carrollton, TX 75007	\$0.00
GMAC Mortgage, LLC	Vital Media Security, Inc.	Statement of Work for Offsite data/tape storage in the Fulcrum data center	4/1/2003	Sharon Sehon	1421 LeMay Drive Carrollton, TX 75007	\$0.00
GMAC Mortgage, LLC	Vital Media Security, Inc.	Confidentiality non-disclosure and security agreement	5/10/2004	Sharon Sehon	1421 LeMay Drive Carrollton, TX 75007	\$4,756.07
Residential Funding Company LLC	Wells Fargo Bank, N.A.	Subservicer Contract	2/1/2007	Wells Fargo Bank, N.A.	Wells Fargo Bank, N.A., 1 Home Campus, Des Moines, Iowa 50328-0001, Attention: John. B Brown, MAC X2302-033 and General Counsel, MAC X2401-06T	\$0.00
Residential Funding Company, LLC; GMAC Mortgage, LLC	Wells Fargo Bank, NA	Custodial Agreement and any predecessor agreements, amendments, and supplements thereto	5/19/2009	Attention: Mortgage Document Custody	Wells Fargo Bank, National Association, 1015 10th Avenue, SE, Minneapolis, MN 55414	\$1,439.05
Residential Funding Corporation GMACM Mortgage LLC	Wells Fargo Bank, NA	Custodial Agreement, as amended, and related agreements	6/4/2008	Wells Fargo Bank, N.A.	751 Kasota Avenue Minneapolis, MN 55414 Attn: Document Custody	\$5,400.15
Residential Capital, LLC	Wells Fargo Bank, NA	"Generica" Custodial Agreement and any amendments thereto		Wells Fargo Bank, N.A.	1015 10th Avenue SE Minneapolis, MN 55414 attn: Document Custody	\$5,441.94

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GMAC-RFC Auritec S.A.	A&A Aesores Internacionales, S.C.	Accounting in Mexico-accounting & tax return preparation, review & filing for Auritec	9/11/2012	C.P.C. Roberto Aiza Socio Director / Managing Partner	Paseo de la Palmas 405-301 Torre Optima I Lomas de Chapultepec 11000	N/A
Residential Capital, LLC	All Covered	On-site Desktop Support services provider that will be utilized as needed on a T&E basis should any associate require on-site desktop support.	7/6/2013	Chris Geiser	1051 E Hillsdale Blvd #510, Foster City, CA 94404	N/A
Residential Capital LLC	Ally Financial, Inc.; Ocwen Loan Servicing, LLC; Walter Investment Management Corp.	AFI/ResCap/Ocwen/Walter Cooperation Agreement	1/31/2013	General Counsel, AFI; Paul Koches (Ocwen); Stuart Boyd (General Counsel, Walter)	Ally Financial Inc., 1100 Virginia Drive, Fort Washington, PA 19034; Ocwen Loan Servicing, LLC, 1661 Worthington Road, Suite 100 West Palm Beach, FL 33409; Walter Investment Management Corp., 3000 Bayport Drive, Suite 1100, Tampa, FL 33607	N/A
Residential Capital, LLC	Ally- SSA and all SOW's issued thereunder	SSA_20120513_Shared Services Agreement by and between Ally Financial Inc. and Residential Capital, LLC	2/15/2013			N/A

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Out of an abundance of caution, the Plan Proponents are including the Postpetition Agreements on the Assumption Schedule. For the avoidance of doubt, pursuant to Article V.C of the Plan, postpetition contracts and leases to which a Debtor is a party will vest in the Liquidating Trust. The Plan Proponents' failure to include a postpetition contract or lease on the Assumption Schedule shall in no way prevent the assignment of such an agreement to the Liquidating Trust pursuant to the Plan."

Entity	Counterparty	Contract Description	Effective Date	Contact Name (if available)	Address	Cure Amount
Residential Capital, LLC and other companies	Berkshire Hathaway, Inc	Asset Purchase Agreement and related documents	APA dated 11/2/2012	Marc D. Hamburg; Thomas Walper	Berkshire Hathaway Inc. 1440 Kiewit Plaza Omaha, NE 68131 Attention: Marc D. Hamburg Munger, Tolles & Olson LLP 355 South Grand Avenue Los Angeles, CA 90071 Attention: Thomas Walper	N/A
Residential Capital, LLC	Clayton Services	Tri Partite agreement between Walter/Green Tree, ResCap and Clayton for Clayton to perform IRG monitoring and testing of Walter/Green Tree on behalf of ResCap	9/1/2013	Stuart Boyd, General Counsel	Walter Investment Management Corp., 3000 Bayport Drive, Suite 1100, Tampa, FL 33607	N/A
Residential Capital	Clear Capital	Master Services Agreement for Clear Capital to provide BPO valuations work related to whole loans	9/6/2013	Kevin Demm	10875 Pioneer Trail, Truckee CA 96161	N/A
Residential Capital, LLC	Cushman Wakefield- MN Lease	Amended Lease for 1st floor occupancy at Normandle, MN	2/27/2013	Lance Brockmueller RPA	8400 Normandale Lake Blvd, Suite 320, Bloomington, MN 55437	N/A
Residential Capital, LLC	Emerson/Liebert Corporation	Master Service Agreement - UPS Batteries/Power backup for IT servers in Normandale in the MDF room.	10/22/2013	Anthony Williams	610 Executive Campus Dr, Westerville, OH 43082	N/A
Residential Capital, LLC	Ernst and Young	Statement of Work - Bankruptcy tax advisory services	2/4/2013	Nancy Flagg/Howard Tucker	5 Times Square, NY, NY 10036	N/A

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Entity	Counterparty	Contract Description	Effective Date	Contact Name (if available)	Address	Cure Amount
Residential Capital, LLC	Experis	Master Service Agreement - Tax services - Assistance	9/30/2013	Dan Walrath	1600 John F Kennedy Blvd, #610, Philadelphia PA 19103	N/A
GMAC Mortgage LLC	HUD	HUD- 11702 - Annual Resolution of Board	2/11/2013	Ms. Volky A. Garcia	U.S. Department of Housing and Urban Development, 490 L'Enfant Plaza East, SW, Suite 3214, Washington, DC 20024	N/A
Residential Capital, LLC	Intacct	Master Servicing Agreement - Intacct provides hosting and support services for Core Financial Systems.	8/2/2013	Mike DiFrancesco	150 Almaden Boulevard, Suite 1500, San Jose, CA 95113	N/A
Residential Capital, LLC	JP Morgan Chase	ResCap Subsidiary Election stipulates all subs covered by account acceptance	6/11/2013	Helen Reece	712 Main St Floor 6 Houston, TX 77002-3201	N/A
Residential Capital, LLC	JP Morgan Chase	Restricted cash Ocwen Escrow	2/15/2013	Helen Reece	713 Main St Floor 6 Houston, TX 77002-3201	N/A
Residential Capital, LLC	JP Morgan Chase	Restricted cash Walter Escrow	1/31/2013	Helen Reece	713 Main St Floor 6 Houston, TX 77002-3201	N/A
Residential Capital, LLC	JP Morgan Chase	Master Service Agreement - ResCap Account Acceptance	6/11/2013	Helen Reece	713 Main St Floor 6 Houston, TX 77002-3201	N/A
Residential Capital, LLC	Lexis Nexis	Master Service Agreement - Master Service agreement between Lexis Nexis and Residential Capital, LLC	7/31/2013	Michael Spurlin	1000 Alderman Drive, Alpharetta, GA 30005	N/A
Residential Capital, LLC	Lexis Nexis (legal search)	Statement of Work - Legal portion of Lexis Nexis MSA	7/31/2013	Michael Spurlin	1000 Alderman Drive, Alpharetta, GA 30005	N/A

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Entity	Counterparty	Contract Description	Effective Date	Contact Name (if available)	Address	Cure Amount
Residential Capital, LLC	Lexis Nexis (risk)	Statement of Work - Risk Management portion of Lexis Nexis MSA	8/29/2013	Maureen Josenhans	1000 Alderman Drive, Alpharetta, GA 30005	N/A
Residential Capital, LLC	Lincoln Benefits Group	Master Service Agreement - broker for 401K and Health benefits	1/1/2013	Chuck Yocum	1300 Virginia Drive, Suite 310, Fort Washington, PA 19034	N/A
GMAC Mortgage LLC	Loan Value Group, LLC	Master Services Agreement for Loan Value Group.	10/8/2012	Billy Garavente	47 W RIVER ROAD RUMSON, NJ 07760 United States	N/A
Residential Funding Company, LLC	MERS	Tripartite signing authority agreement with MERS, RFC, and Ocwen relating to Membership Application/Rules of Membership	9/9/2013	MERSCORP, Attn. Avi Marcus, Assoc. Corp. Secretary	1818 Library Street, Suite 300, Reston, VA 20190	N/A
GMAC Mortgage, LLC	MERS	Tripartite signing authority agreement with MERS, GMACM, and Ocwen relating to Membership Application/Rules of Membership	4/11/2013	MERSCORP, Attn. Avi Marcus, Assoc. Corp. Secretary	1818 Library Street, Suite 300, Reston, VA 20190	N/A
Residential Funding Company, LLC	MERS	Tripartite signing authority agreement with MERS, RFC, and Indecomm Holdings relating to Membership Application/Rules of Membership	5/21/2013	MERSCORP, Attn. Avi Marcus, Assoc. Corp. Secretary	1818 Library Street, Suite 300, Reston, VA 20190	N/A

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Entity	Counterparty	Contract Description	Effective Date	Contact Name (if available)	Address	Cure Amount
GMAC Mortgage, LLC	MERS	Tripartite signing authority agreement with MERS, GMACM, and Indecomm Holdings relating to Membership Application/Rules of Membership	11/27/2012	MERSCORP, Attn. Avi Marcus, Assoc. Corp. Secretary	1818 Library Street, Suite 300, Reston, VA 20190	N/A
Residential Capital, LLC	Microsoft Licenses	Licensing Agreement showing transferred Microsoft licenses from Ally to Estates	8/29/2013	Microsoft Licensing, GP	Dept. 551 J Volume Licensing, 6100 Neil Road, Suite 210, Reno, Nevada 89511-1137	N/A
Residential Capital, LLC	Mozy Pro	Transfer Letter for Licenses - DLP (Data Loss Prevention) Services for Estate associates desktops	9/4/2013	John O'Brien	EMC Corporation, 55 Constitution Blvd, Franklin, MA 02038	N/A
Residential Capital, LLC	Night Owl	Master Service Agreement - eDiscovery Service provider company	5/2/2013	Adam Rubinger	724 North 1st street, Mineeapolis, MN 55401	N/A
Residential Capital, LLC	Nitel	Master Service Agreement for MPLS (dedicated) network services	6/24/2013	Anna August	1101 W Lake Street, 6th Floor, Chicago, 60607	N/A
Ocwen Loan Servicing, LLC; Residential Capital, LLC; Residential Funding Company, LLC; GMAC Mortgage, LLC; Executive Trustee Services, LLC; ETS of Washington, Inc.; EPRE LLC, GMACM Borrower LLC	Ocwen Loan Servicing, LLC	Asset Purchase Agreement, as amended	11/2/2012	Paul Koches (Ocwen); Jon D. Van Gorp and William R. Kucera (Mayer Brown)	Ocwen Loan Servicing, LLC, 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409; Mayer Brown LLP, 71 S. Wacker Drive, Chicago, Illinois 60603	N/A

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GMAC Mortgage LLC; Residential Funding, LLC; Executive Trustee Services, LLC; ETS of Washington, Inc.	Ocwen Loan Servicing, LLC	Servicing Agreement	2/15/2013	Ocwen	Ocwen Loan Servicing, LLC, 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409, Attention: Paul Koches	N/A
GMAC Mortgage LLC; Residential Funding, LLC; Executive Trustee Services, LLC; ETS of Washington, Inc.	Ocwen Loan Servicing, LLC	SubServicing Agreement	2/15/2013	Ocwen	Ocwen Loan Servicing, LLC, 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409, Attention: Paul Koches	N/A
Residential Capital, LLC and Ocwen Loan Servicing, LLC	Ocwen Loan Servicing, LLC	Transition Services Agreement and Statements of Work executed thereunder	2/15/2013	Ocwen	Ocwen Loan Servicing, LLC, 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409, Attention: Secretary	N/A
GMAC Mortgage, LLC	Oracle	Oracle Master Agreement between GMAC Mortgage, LLC and Oracle America, Inc., dated May 15, 2013, Number US-OMA-5365	5/15/2013	Ian Trowle	Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065	N/A
GMAC Mortgage, LLC	Oracle	Oracle Assignment Agreement between Ally Financial, Inc., GMAC Mortgage, LLC and Oracle America, Inc., dated May 15, 2013 (PeopleSoft licenses referenced therein)	5/15/2013	Ian Trowle	Oracle America, Inc., 500 Oracle Parkway, Redwood Shores, CA 94065	N/A
Residential Capital, LLC	Paradigm Staffing	Master Service Agreement - for the Estate legal team	10/1/2013	Hari Raju	163 West 14th Street, Union Station. Erie PA 16508	N/A

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Residential Capital, LLC	Paylocity	Master Service Agreement - Estate / Liquidating Trust payroll provider	10/1/2013	Jim Andrews	3850 N Wilke Road, Arlington Heights, IL 60004	N/A
Residential Capital, LLC	PWC - PricewaterhouseCoopers LLP	Engagement Letter - Ongoing engagement with PwC for DOJ (United States Department of Justice) and the SCRA (Servicemembers Civil Relief Act) Review	3/8/2013	Kate Laski	1800 Tysons Boulevard, McLean, VA 22102	N/A
Residential Capital, LLC	PWC - PricewaterhouseCoopers LLP	Engagement Letter - Ongoing engagement with PwC to conduct internal audit support services as it relates to the IFR (Independent Foreclosure Review)	7/30/2013	Scott Moyer	1800 Tysons Boulevard, McLean, VA 22102	N/A
Residential Capital, LLC	Randy Arneson - Independent Consultant	Master Service Agreement - Independent Contractor to perform tax services	9/26/2013	Randy Arneson	625 Deborah Drive, Maple Plain MN 55359	N/A
Residential Capital, LLC	Robert Half Professional Staffing Services	Master Service Agreement with Robert Half, a professional staffing services agency.	10/7/2013	Jennifer L Carlson	8500 Normandale Lake Boulevard, Suite 1010, Bloomington, MN 55437	N/A

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GMAC Mortgage,LLC	Rust Consulting	Master Service Agreement for Rust to act as payment agent (as required by the Federal Reserve Bank) to administer payments to 232,014 borrowers who were part of the FC lookback settlement that took place in June 2013 between ResCap and the FRB.	7/25/2013	Jim Parks	625 Marquette Avenue, Suite 880, Minneapolis, MN	N/A
Residential Capital, LLC	Secure 24	Master Servicing Agreement to provide Data Center Operations, Help Desk, and IT Services for ResCap.	3/17/2013	Pete Bartusek	26955 Northwestern Hwy., Ste 200, Southfield, MI 48033	N/A
GMAC Rescap Estate	Snowbound	Software License Agreement in support of FileNEt platform.	10/2/2013	Lisa Savage	309 Waverly Oaks Road, #401, Waltham, MA 02452	N/A
Residential Capital	States Recovery System	Master Service Agreement - Nationwide collection services.	7/22/2013	Cindy Marler	2951 Sunrise Blvd, Suite 100, Rancho Cordova, CA 95742	N/A
Residential Capital, LLC	Structured Finance Management Limited	SFM Europe Agreement: brought in SFM UK to take over director duties of entities named in agreement	2/1/2013	Debtra Parsall	35 Great St. Helen's, London, EC3A 6AP	N/A
Residential Capital, LLC	Tata Consultancy Services	Master Service Agreement for Tata Consultancy Services, an IT services, consulting and business solutions firm.	7/1/2013	Siva Kondamadugula	101 Park Ave, 26th Floor, New York, NY 10178	N/A
Residential Capital, LLC	Tata Consultancy Services	Statement of Work for application development and support	7/1/2013	Siva Kondamadugula	101 Park Ave, 26th Floor, New York, NY 10178	N/A

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Residential Capital, LLC	Tata Consultancy Services	Statement of Work to engage TCS off-shore resources	9/10/2013	Siva Kondamadugula	101 Park Ave, 26th Floor, New York, NY 10178	N/A
Residential Capital, LLC	Tax Solutions Group	Project Services Agreement for the Finance/Treasury Team for independent contractor		Richard Gross	2634 Clearview Avenue, Mounds View, MN 55112	N/A
Residential Capital, LLC	The Fountain Group	Staffing Agency providing the Estates with multiple contractors	10/15/2013	Chuck Yocum	1300 Virginia Drive, Suite 310, Fort Washington, PA 19034	N/A
Residential Capital, LLC	Thinking Phones	Master Service Agreement for landline telephone and internet services	4/30/2013	Joe Lollo	54 Washburn Ave, Cambridge, 01240	N/A
GMAC Mortgage, LLC Ally Financial Inc.	US Bank	Restricted cash for DSU payments	1/3/2013		633 W. Fifth Street, 24th Floor Attn: Georgina Thomas	N/A
GMAC Mortgage, LLC	Vital Media Security, Inc.	Statement of Work that assigns the Vital Media agreements back to ResCap from Walter Investment Management Corp.	7/9/2013	Sharon Sehon	1422 LeMay Drive Carrollton, TX 75007	N/A
Residential Capital, LLC and other companies	Walter	Asset Purchase Agreement and related documents	APA dated 11/2/2012	Stuart Boyd, General Counsel (Walter); Jeffrey L. Jonas, Esq. and Samuel P. Williams, Esq. (Brown Rudnick)	Walter Investment Management Corp., 3000 Bayport Drive, Suite 1100, Tampa, FL 33607 Brown Rudnick LLP One Financial Center, Boston, MA 02111	N/A

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Walter	Walter	TSA and all SOW's issued thereunder: TSA_20130131 Transition Services Agreement by and between Residential Capital, LLC and Walter Investment Management Corp.	1/31/2013		Walter Investment Management Corp. 3000 Bayport Drive Suite 1100 Tampa, FL 33607	N/A
Residential Funding, LLC	Walter	Sub-contracted lease with Walter Investment Management Corp. for Estate Legal Suite Occupancy in Fort Washington, PA Location	10/29/2013	Patrick D. Lerch	1100 Virginia Drive, Suite 100, MC: 190-FTW-M98, Fort Washington, PA 19034	N/A
Residential Capital, LLC	Wells Fargo	Loan Collateral Custodian Agreement and any amendments thereto	1/31/2013	Attention: Document Custody	1015 10th Avenue SE, Minneapolis MN 55414	N/A
Residential Capital, LLC	Widerman	Master Service Agreement - broker for corporate insurance	4/1/2013	Shawn R. Knechtel	70 Tanner Street, Haddonfield NJ 08033	N/A
GMAC Mortgage, LLC	Xerox Corporation	Equipment lease for copier (UA0000510)	10/15/2012	Carole Laskey, Collections Specialist	100 Clinton Avenue South, Rochester, NY 14644	N/A
GMAC Mortgage, LLC	Xerox Corporation	Equipment lease for copier (UA0000515)	10/16/2012	Carole Laskey, Collections Specialist	101 Clinton Avenue South, Rochester, NY 14644	N/A
GMAC Mortgage, LLC	Xsell Resources	Master Service Agreement - Xsell Resources is the Estate's primary contract supplier	6/13/2013	Christine Price	660 American Avenue, Suite 103, King of Prussia, PA 19406	N/A

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