

**Amendment No. 2 To
The ResCap Borrower Claims Trust
Trust Agreement**

This Amendment No. 2 to THE RESCAP BORROWER CLAIMS TRUST TRUST AGREEMENT dated December 17, 2013 (the “**Trust Agreement**”) is entered into as of May 16th, 2014, and is effective as of such date (“**Amendment No. 2**”) by the Trust Committee of The ResCap Borrower Claims Trust (the “**Trust Committee**” or “**Committee**”).

1. Recitals.

A. To remove any ambiguity or doubt that Disputed Borrower Claims may be resolved by cash payments in addition to allowance of Claims and payment from the Disputed Claims Reserve as provided in Articles IV and VI of the Plan, 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.

B. Upon advice of counsel, the Committee has determined that 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.

ACCORDINGLY, the Trust Agreement is hereby amended as follows:

1. Article VI – Operation of the Borrowers Claims Trust. Article VI of the Trust Agreement shall be amended to add the following provision as new Section 6.2(e):

Notwithstanding anything to the contrary contained in Article VI or elsewhere in this Trust Agreement, the Borrower Claims Trustee, or one or more Borrower Claims Trust Agents designated by the Borrower Claims Trustee, shall be authorized to resolve and settle for cash any Disputed Borrower Claim, subject to prior approval of the Trust Committee if the resolution of a Disputed Borrower Claim would result in a cash payment that exceeds \$ 50,000.00.

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, as amended, 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

A handwritten signature in black ink, appearing to be 'RD', is written over a horizontal line. The signature is stylized and somewhat cursive.

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)

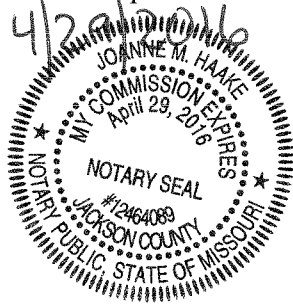
Before me, on the 16th day of May 2014, the undersigned, a Notary Public within and for the County and State of Missouri aforesaid, same Rowena Drennen, who is personally known to me to be the same person who executed this instrument, and such person duly acknowledged the execution of the same to her 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:



Steven A. 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 15th day of May 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

Notary Public

My Commission Expires: 4/29/2016

