

**Amendment No. 5 To
ResCap Borrower Claims Trust Agreement**

This Amendment No. 5 to THE RESCAP BORROWER CLAIMS TRUST TRUST AGREEMENT dated December 17, 2013 (the "**Trust Agreement**") is entered into as of April 23, 2019 and is effective as of such date ("**Amendment No. 5**") by the Trust Committee of The ResCap Borrower Claims Trust (the "**Trust Committee**" or "**Committee**").

1. Section 12.4 of the Trust Agreement is currently shown below:

12.4 Notices. Any notice or other communication required or permitted to be made under this Borrower Claims Trust Agreement shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if delivered personally or by facsimile, sent by nationally recognized overnight delivery service, or mailed by first-class mail:

- (i) if to the Delaware Trustee, to:
Province East LLC
c/o Polsinelli LLP
222 Delaware Avenue, Suite 1101
Wilmington, DE 19801
Phone: (302) 252-0920
Fax: (302) 252-0921

- (ii) if to the Borrower Claims Trustee, to:
Peter S. Kravitz, Esq.
Solution Trust
29209 Canwood Street
Agoura Hills, CA 91301
Phone: (310) 974-6350
Email: PKravitz@SolutionTrust.com

- (iii) if to any Trust Beneficiary, to the last known address of such Trust Beneficiary according to the records of the Borrower Claims Trust.

2. Upon the resignation of Province East LLC as the Delaware Trustee of the ResCap Borrower Claims Trust on April 18, 2019 and the resignation of Peter S. Kravitz as the Borrower Claims Trustee of the ResCap Borrower Claims Trust on April 19, 2019, along with the appointment and acceptance of Polsinelli Fiduciary Services LLC as the successor Delaware Trustee of the ResCap Borrower Claims Trust on April 23, 2019, and the appointment and acceptance of Roy Frederick Walters as the successor Borrower Claims Trustee of the ResCap Borrower Claims Trust on April 23, 2019, and upon advice of counsel, the Committee has determined that Section 12.4 of the Trust Agreement should be amended as follows:

12.4 Notices. Any notice or other communication required or permitted to be made under this Borrower Claims Trust Agreement shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if delivered personally or by facsimile, sent by nationally recognized overnight delivery service, or mailed by first-class mail:

- (i) if to the Delaware Trustee, to:
Polsinelli Fiduciary Services LLC
c/o Polsinelli LLP
222 Delaware Avenue, Suite 1101
Wilmington, DE 19801
Phone: (302) 252-0920
Fax: (302) 252-0921
- (ii) if to the Borrower Claims Trustee, to:
Roy Frederick Walters, Esq.
c/o Walters Renwick Richards Skeens & Vaughan, P.C.
1100 Main Street, Suite 2500
Kansas City, MO 64105
Phone: (816) 421-6620
Fax: (816) 421-6620
Email: FWalters@wrrsvlaw.com
- (iii) if to any Trust Beneficiary, to the last known address of such Trust Beneficiary according to the records of the Borrower Claims Trust.

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 April 23, 2019.

BORROWER CLAIMS TRUST COMMITTEE

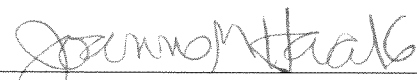


Rowena Drennen for the Kessler Settlement Class in the consolidated class action styled *In re Community Bank of Northern Virginia Second Mortgage Lending Practice Litigation*, consolidated in the United States District Court for the Western District of Pennsylvania, MDL No. 1674, Case Nos. 03-0425,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

STATE OF MISSOURI)
)ss
COUNTY OF JACKSON)

Before me, on the 23rd day of April, 2019, 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.

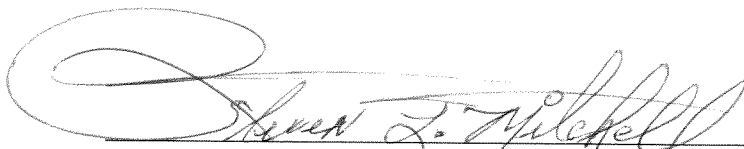
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.



Notary Public

My Commission Expires:



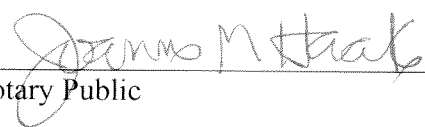


Steven Mitchell for the Mitchell Settlement Class in the civil action styled *Steven and Ruth Mitchell v. Residential Funding Company, LLC, et al.*, currently pending before the Circuit Court of Jackson County, Missouri, Division 4, Case No. 03-CV-220489

STATE OF MISSOURI)
)ss
COUNTY OF JACKSON)

Before me, on the 23rd day of April, 2019, 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.



Notary Public

My Commission Expires:
4/29/2020

