

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

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In re : Chapter 11  
RESIDENTIAL CAPITAL, LLC, et al.,<sup>1</sup> : Case No. 12-12020 (MG)  
: (Jointly Administered)  
Debtors. :  
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**SCHEDULES OF ASSETS AND LIABILITIES FOR  
RESIDENTIAL CAPITAL, LLC (CASE NO. 12-12020)**

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Residential Capital, LLC (0738); ditech, LLC (7228); DOA Holding Properties, LLC (4257); DOA Properties IX (Lots-Other), LLC (3274), EPRE LLC (7974); Equity Investment I, LLC (2797); ETS of Virginia, Inc. (1445); ETS of Washington, Inc. (0665); Executive Trustee Services, LLC (8943); GMAC Model Home Finance I, LLC (8469); GMAC Mortgage USA Corporation (6930); GMAC Mortgage, LLC (4840); GMAC Residential Holding Company, LLC (2190); GMAC RH Settlement Services, LLC (6156); GMACM Borrower LLC (4887); GMACM REO LLC (2043); GMACR Mortgage Products, LLC (6369); GMAC-RFC Holding Company, LLC (3763); HFN REO Sub II, LLC (N/A); Home Connects Lending Services, LLC (9412); Homecomings Financial Real Estate Holdings, LLC (6869); Homecomings Financial, LLC (9458); Ladue Associates, Inc. (3048); Passive Asset Transactions, LLC (4130); PATI A, LLC (2729); PATI B, LLC (2937); PATI Real Estate Holdings, LLC (5201); RAHI A, LLC (3321); RAHI B, LLC (3553); RAHI Real Estate Holdings, LLC (5287); RCSFJV204, LLC (2722); Residential Accredited Loans, Inc. (8240); Residential Asset Mortgage Products, Inc. (5181); Residential Asset Securities Corporation (2653); Residential Consumer Services of Alabama, LLC (5449); Residential Consumer Services of Ohio, LLC (4796); Residential Consumer Services of Texas, LLC (0515); Residential Consumer Services, LLC (2167); Residential Funding Company, LLC (1336); Residential Funding Mortgage Exchange, LLC (4247); Residential Funding Mortgage Securities I, Inc. (6294); Residential Funding Mortgage Securities II, Inc. (8858); Residential Funding Real Estate Holdings, LLC (6505); Residential Mortgage Real Estate Holdings, LLC (7180); RFC Asset Holdings II, LLC (4034); RFC Asset Management, LLC (4678); RFC Borrower LLC (5558); RFC Constructing Funding, LLC (5730); RFC REO LLC (2407); RFC SFJV-2002, LLC (4670); RFC-GSAP Servicer Advance, LLC (0289)



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**GLOBAL NOTES AND STATEMENT OF LIMITATIONS, METHODOLOGY AND  
DISCLAIMERS REGARDING THE DEBTORS' SCHEDULES OF ASSETS AND  
LIABILITIES AND STATEMENTS OF FINANCIAL AFFAIRS**

On May 14, 2012 (the “**Petition Date**”) <sup>1</sup>, Residential Capital, LLC (“**ResCap**”) and its affiliated debtors (each a “**Debtor**,” and collectively, the “**Debtors**”) <sup>2</sup> commenced voluntary cases under chapter 11 of title 11, United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”).

The Debtors continue to operate their businesses and manage their properties as debtors and debtors in possession, pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The

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<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meaning set forth in the *Affidavit Of James Whitlinger, Chief Financial Officer Of Residential Capital, LLC, In Support Of Chapter 11 Petitions And First Day Pleadings*, [Docket No. 6, Case No. 12-12020 (MG)].

<sup>2</sup> The Debtors in these chapter 11 cases, along with the last four (4) digits of each Debtor’s federal tax identification number, are: ditech, LLC (7228), DOA Holding Properties, LLC (4257), DOA Properties IX (Lots-Other), LLC (3274), EPRE LLC (7974), Equity Investment I, LLC (2797), ETS of Virginia, Inc. (1445), ETS of Washington, Inc. (0665), Executive Trustee Services, LLC (8943), GMAC-RFC Holding Company, LLC (3763), GMAC Model Home Finance I, LLC (8469), GMAC Mortgage USA Corporation (6930), GMAC Mortgage, LLC (4840), GMAC Residential Holding Company, LLC (2190), GMACRH Settlement Services, LLC (6156), GMACM Borrower LLC (4887), GMACM REO LLC (2043), GMACR Mortgage Products, LLC (6369), HFN REO SUB II, LLC (None), Home Connects Lending Services, LLC (9412), Homecomings Financial Real Estate Holdings, LLC (6869), Homecomings Financial, LLC (9458), Ladue Associates, Inc. (3048), Passive Asset Transactions, LLC (4130), PATI A, LLC (2729), PATI B, LLC (2937), PATI Real Estate Holdings, LLC (5201), RAHI A, LLC (3321), RAHI B, LLC (3553), RAHI Real Estate Holdings, LLC (5287), RCSFJV2004, LLC (2772), Residential Accredited Loans, Inc. (8240), Residential Asset Mortgage Products, Inc. (5181), Residential Asset Securities Corporation (2653), Residential Capital, LLC (0738), Residential Consumer Services of Alabama, LLC (5449), Residential Consumer Services of Ohio, LLC (4796), Residential Consumer Services of Texas, LLC (0515), Residential Consumer Services, LLC (2167), Residential Funding Company, LLC (1336), Residential Funding Mortgage Exchange, LLC (2427), Residential Funding Mortgage Securities I, Inc. (6294), Residential Funding Mortgage Securities II, Inc. (8858), Residential Funding Real Estate Holdings, LLC (6505), Residential Mortgage Real Estate Holdings, LLC (7180), RFC – GSAP Servicer Advance, LLC (0289), RFC Asset Holdings II, LLC (4034), RFC Asset Management, LLC (4678), RFC Borrower LLC (5558), RFC Construction Funding, LLC (5730), RFC REO LLC (2407), RFC SFJV-2002, LLC (4670).

Debtors' cases have been consolidated for procedural purposes only and are being jointly administered under case number 12-12020 (MG).

The Schedules of Assets and Liabilities and Statements of Financial Affairs (the "**Schedules and Statements**") were prepared pursuant to Bankruptcy Code section 521 and Rule 1007 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") by management of the Debtors with unaudited information available as of the Petition Date.

These Global Notes and Statement of Limitations, Methodology and Disclaimers Regarding The Debtors' Schedules of Assets and Liabilities and Statements of Financial Affairs (the "**Global Notes**") are incorporated by reference in, and comprise an integral part of, each of the Debtors' Schedules, sub-Schedules, Statements and sub-Statements, exhibits and continuation sheets, and should be referred to in connection with any review of the Schedules and Statements. Disclosure of information in one Schedule, sub-Schedule, Statement, sub-Statement, exhibit or continuation sheet, even if incorrectly placed, shall be deemed to be disclosed in the correct Schedule, Statement, exhibit or continuation sheet.

**The Schedules and Statements and these Global Notes should not be relied upon by any persons for information relating to current or future financial conditions, events or performance of any of the Debtors.**

**Reservation of Rights.** The Debtors' chapter 11 cases are large and complex. The Debtors' management has made every reasonable effort to ensure that the Schedules and Statements are as accurate and complete as possible, based on the information that was available to them at the time of preparation. Subsequent information or discovery may result in material changes to these Schedules and Statements, and inadvertent errors or omissions may have occurred. Because the Schedules and Statements contain unaudited information, which is subject to further review, verification, and potential adjustment, there can be no assurance that these Schedules and Statements are accurate and/or complete.

The Debtors have made reasonable efforts to characterize, classify, categorize or designate the claims, assets, executory contracts, unexpired leases and other items reported in the Schedules and Statements correctly. Due to the complexity and size of the Debtors' businesses, however, the Debtors may have improperly characterized, classified, categorized or designated certain items. In addition, certain items reported in the Schedules and Statements could be included in more than one category. In those instances, one category has been chosen to avoid duplication. Further, the designation of a category is not meant to be wholly inclusive or descriptive of the rights or obligations represented by such item.

Nothing contained in the Schedules and Statements or these Global Notes shall constitute an admission or a waiver of rights with respect to these Chapter 11 cases, including, but not limited to, any issues involving substantive consolidation for plan purposes, subordination and/or causes of action arising under the provisions of Chapter 5 of the Bankruptcy Code and other relevant non-bankruptcy laws to recover assets or avoid transfers. For the avoidance of doubt, listing a claim on Schedule D as "secured," on Schedule E as "priority," on Schedule F as "unsecured priority," or listing a contract or lease on Schedule G as "executory" or "unexpired," does not constitute an admission by the Debtors of the legal rights of the claimant, or a waiver of a

Debtor's right to recharacterize or reclassify such claim or contract. Failure to designate a claim on a given Debtor's Schedules as "disputed," "contingent," or "unliquidated" does not constitute an admission by the Debtors that such amount is not "disputed," "contingent," or "unliquidated" or that such claim is not subject to objection. The Debtors reserve their respective rights to dispute, or assert offsets, setoffs or defenses to any claim reflected on the Schedules as to the nature, amount, liability, or status or to otherwise subsequently designate any claim as disputed, contingent or unliquidated.

**Reporting Date.** Each Debtor's fiscal year ends on December 31. All asset and liability information, except where otherwise noted, is provided as of the Petition Date.

**Currency.** All amounts are reflected in U.S. dollars as of the Petition Date, unless otherwise noted. Assets and liabilities denominated in foreign currencies were translated into U.S. dollars at reasonable market exchange rates as of the Petition Date, unless otherwise noted. Subsequent adjustments to foreign currency valuation were not made to assets and liabilities denominated in foreign currencies after the Petition Date, unless otherwise noted.

**Basis of Presentation.** ResCap has historically prepared quarterly and annual financial statements that were audited annually and included all of the Debtors as well as the non-Debtor entities within the ResCap consolidated group. The Schedules and Statements are unaudited. Unlike the consolidated financial statements, the Schedules and Statements generally reflect the assets and liabilities of each Debtor on a non-consolidated basis. Accordingly, the amounts listed in the Schedules and Statements will likely differ, at times materially, from the consolidated financial reports prepared historically by ResCap for public reporting purposes or otherwise.

Although the Schedules and Statements may, at times, incorporate information prepared in accordance with United States generally accepted accounting principles ("GAAP"), the Schedules and Statements neither purport to represent nor reconcile to financial statements otherwise prepared and/or distributed by the Debtors in accordance with GAAP or otherwise.

**Estimates and Assumptions.** The preparation of the Schedules and Statements required the Debtors to make estimates and assumptions that affected the reported amounts of certain assets and certain liabilities, the disclosure of contingent assets and liabilities and the reported amounts of revenue and expense. Actual results could differ materially from these estimates.

**Undetermined or Unknown Amounts.** The description of an amount as "Undetermined" or "Unknown" is not intended to reflect upon the materiality of such amount. Certain amounts may be clarified over the period of the bankruptcy proceedings and certain amounts may depend on contractual obligations to be assumed as part of a sale in a bankruptcy proceeding under section 363 of the Bankruptcy Code.

**Asset Presentation and Valuation.** The Debtors' assets are presented at values consistent with their books and records. Generally speaking, for assets that are valued at fair value or the lower of cost or fair value, the Debtors value these assets using modeling techniques customarily used in the industry and uses market based information to the extent possible in these valuations. These values do not purport to represent the ultimate value that would be received in the event of

a sale, and may not represent economic value as determined by an appraisal or other valuation technique. As it would be prohibitively expensive and an inefficient use of estate assets for the Debtors to obtain current economic valuations for all of their assets, unless otherwise noted, the carrying value on the Debtors' books (*i.e.*, net book value), rather than current economic values is reflected on the Schedules and Statements. The stalking-horse bids approved by the Bankruptcy Court have not been considered in determining the value of the Debtors' assets.

**Contingent Assets and Causes of Action.** Despite their reasonable efforts to identify all known assets, the Debtors may not have listed all of their causes of action or potential causes of action against third parties as assets in their Schedules and Statements, including, but not limited to, avoidance actions arising under chapter 5 of the Bankruptcy Code and actions under other relevant non-bankruptcy laws to recover assets. The Debtors reserve all of their rights with respect to any claims, causes of action, or avoidance actions they may have, and neither these Global Notes nor the Schedules and Statements shall be deemed a waiver of any such claims, causes of actions, or avoidance actions or in any way prejudice or impair the assertion of such claims.

The Debtors may also possess contingent and unliquidated claims against affiliated entities (both Debtor and non-Debtor) for various financial accommodations and similar benefits they have extended from time to time, including, but not limited to, contingent and unliquidated claims for contribution, reimbursement, and/or indemnification arising from various (i) guarantees, (ii) indemnities, (iii) tax sharing agreements, (iv) warranties, (v) operational and servicing agreements, (vi) shared service agreements and (vii) other arrangements.

Additionally, prior to the Petition Date, each Debtor may have commenced various lawsuits in the ordinary course of its business against third parties seeking monetary damages for business-related losses. Refer to each Statement Question No. 4a or correspondent schedule for a list of lawsuits commenced prior to the relevant Petition Date in which the Debtor was a plaintiff, except as noted below.

**Pledged Assets.** A significant amount of the assets listed on the Debtors' Schedule B have been pledged as collateral by the Debtors and are outside of the Debtors' control. These assets include, among other things, cash, securities, servicer advance receivables, consumer mortgage loans held for sale and corporate loans, equity interests in subsidiaries, primary and master servicing rights and other licenses and intangibles.

**Liabilities.** Some of the scheduled liabilities are unknown, contingent and/or unliquidated at this time. In such cases, the amounts are listed as "Unknown" or "Undetermined." Accordingly, the Schedules and the Statements may not equal the aggregate value of the Debtors' total liabilities as noted on any previously issued financial statements. In addition, certain contingent, unliquidated and disputed litigation claims listed on Schedule F are subject to various settlement agreements for which the Debtors have sought Bankruptcy Court approval as reflected at Docket No. 320 on the docket maintained for ResCap (Case No. 12-12020).

**Confidentiality.** Addresses of current and former employees, customers and borrowers of the Debtors are generally not included in the Schedules and Statements. Notwithstanding, the Debtors will mail any required notice or other documents to the address in their books and

records for such individuals. In addition, certain schedules contain information about litigation involving individual borrowers. Except as to *pro se* plaintiffs, the Debtors have not included counter party addresses related to such actions but only the contact information for their counsel. Moreover, the Debtors have listed only the last four digits of the relevant borrower loan number and the relevant Debtor bank account.

**Intercompany Transactions.** Prior to the Petition Date (and subsequent to the Petition Date but only pursuant to Bankruptcy Court approval), the Debtors routinely engaged (and continue to engage) in intercompany transactions with both Debtor and non-Debtor subsidiaries and affiliates, including Ally Financial Inc. (“AFI”). With respect to prepetition transactions between Debtors, such intercompany accounts payable and receivable, if any, are reflected in the respective Debtor’s Schedules and Statements and are not necessarily indicative of the ultimate recovery on any inter-Debtor receivables or the impairment or claim status of any intercompany payable. The Debtors have made every attempt to properly characterize, prioritize and classify all intercompany transaction. Each Debtor reserves all rights to re-characterize, re-prioritize and re-classify claims against and debts owed to other Debtors and non-Debtor affiliates.

**Bankruptcy Court First-Day Orders.** The Bankruptcy Court has authorized the Debtors to pay various outstanding prepetition claims, including but not limited to, payments relating to the Debtors’ servicing obligations (as set forth in greater detail in Docket Nos. 87, 91, 391 and 400), employee wages and compensation, benefits, reimbursable business expenses and payroll-like taxes. Accordingly, the scheduled claims are intended to reflect sums due and owing before the Petition Date for which the Debtors did not obtain relief from the Bankruptcy Court to satisfy. The estimate of claims set forth in the Schedules, however, may not reflect assertions by the Debtors’ creditors of a right to have such claims paid or reclassified under the Bankruptcy Code or orders of the Bankruptcy Court.

**Liens.** The inclusion on Schedule D of creditors that have asserted liens against the Debtors is not an acknowledgement of the validity, extent, or priority of any such liens, and the Debtors reserve their right to challenge such liens and the underlying claims on any ground whatsoever. Reference to the applicable agreements and other relevant documents is necessary for a complete description of the collateral and the nature, extent and priority of any liens. Nothing in these Global Notes or the Schedules and Statements shall be deemed a modification or interpretation of the terms of such agreements. Certain liens may have been inadvertently marked as disputed but had previously been acknowledged in an order of the Court as not being disputed by the Debtors. It is not the Debtors’ intent that Schedules be construed to supersede any orders entered by the Bankruptcy Court.

**Leases.** In the ordinary course of its business, the Debtors lease facilities from certain third-party lessors for use in the daily operation of the businesses. Any such leases are set forth in Schedule G. The property subject to any of such leases is not reflected in either Schedule A or Schedule B as either owned property or assets of the Debtors. Neither is the property subject to any such leases reflected in the Statements as property or assets of third-parties within the control of a Debtor. Nothing in the Schedules is or shall be construed as an admission or determination as to the legal status of any lease (including whether any lease is a true lease or a financing arrangement), and the Debtors reserve all rights with respect to any of such issues.

**Setoff.** Prior to the Petition Date, and in the ordinary course of their businesses, the Debtors incurred setoffs in connection with, among other things, intercompany and derivative transactions. Unless otherwise stated, certain setoffs that were incurred in the ordinary course or under customary practices are not listed in the Schedules and Statements and the Debtors have not intentionally offset amounts listed on Schedules B, D or F. Nonetheless, some amounts listed may have been affected by setoffs taken of which the Debtors are not yet aware. The Debtors reserve all rights to challenge any setoff and/or recoupment rights that may be asserted.

**Guarantees and Other Secondary Liability Claims.** The Debtors have used their reasonable best efforts to locate and identify guarantees and other secondary liability claims (collectively, “**Guarantees**”) in each of their executory contracts, unexpired leases, secured financings, debt instruments and other such agreements. Where such Guarantees have been identified, they have been included in the relevant Schedule for the Debtor or Debtors affected by such Guarantees. The Debtors have placed Guaranty obligations on Schedule H for both the primary obligor and the guarantor of the relevant obligation. Such Guarantees were additionally placed on Schedule D or F for each guarantor, except to the extent that such Guarantee is associated with obligations under an executory contract or unexpired lease identified on Schedule G. Further, it is possible that certain Guarantees embedded in the Debtors’ executory contracts, unexpired leases, secured financings, debt instruments and other such agreements may have been inadvertently omitted. Thus, the Debtors reserve their rights to amend the Schedules and Statements to the extent that additional Guarantees are identified. In addition, the Debtors reserve the right to amend the Schedules and Statements to recharacterize or reclassify any such contract or claim.

**Insiders.** Hundreds of individuals are employed by certain of the Debtors and are given the title of either Executive Vice President, Managing Director, Senior Vice President, Vice President and Assistant Vice President. However, for its response to Statement Question Nos. 21 and 23, ResCap and certain Debtors have listed members of its Board of Directors and all employees that are, or were, Executive Officers (Chief Executive Officer, Chief Financial Officer and General Counsel) and other persons that the Debtors believe fall within the legal definition of “insiders” in terms of control of the Debtors, management responsibilities or functions, decision-making or corporate authority. In the ordinary course of the Debtors’ businesses, directors and officers of one Debtor may have been employed and paid by another Debtor or a non-Debtor affiliate. The Debtors have only scheduled payments to Insiders that were paid or reimbursed by a Debtor while the Insider was in the employ of such Debtor.

The Schedules and Statements have been signed by James Whitlinger, in his capacity as Executive Vice President and Chief Financial Officer of each Debtor or such Debtor’s managing member. In reviewing and signing the Schedules and Statements, Mr. Whitlinger has necessarily relied upon the efforts, statements and representations of other Debtor personnel and professionals. Mr. Whitlinger has not (and could not have) personally verified the accuracy of each such statement and representation, including statements and representations concerning amounts owed to creditors and their addresses.

In addition to the foregoing, the following conventions were adopted by the Debtors in the preparation of the Schedules and Statements:

### **Schedules of Assets and Liabilities**

#### Schedule A Notes.

- Real property includes the Debtors' real estate held for sale, real estate held for investment, and real estate acquired through foreclosure (“**REO**”) as well as land and buildings occupied by the Debtors. REO is scheduled at the legal entity that held the underlying loan and in some instances, may not be scheduled under the Debtor that holds title to such REO because the Debtors did not transfer the asset off of the original lender's books and records.
- Before the Petition Date, EPRE LLC and AFI entered into a sale and buy-back transaction for the real estate interests in the data center property known as “Shady Oak” (Eden Prairie, Minnesota). As a result of certain terms and conditions under the agreement, including, but not limited to, buy-back and assumption obligations, the Debtors accounted for this transaction as a capitalized lease obligation and has included the property as an asset on its books and records. Therefore, these financial obligations are scheduled at book value on Schedules A and D.

#### Schedule B Notes.

- Each Debtor's assets in Schedule B is listed at net book value unless otherwise noted and may not necessarily reflect the market or recoverable value of these assets as of the Petition Date.
- Schedule B2 – Cash accounts are presented based on the actual cash balance as of the Petition Date. It does not include any adjustments for cash in transit (e.g., ACH issued but not settled and, issued, but outstanding, checks), and also does not include sums held in lockboxes, custodial accounts and any other accounts where cash is held for the benefit of third parties.
- Schedule B13 – Only direct investments of 5% or greater in subsidiaries are listed.
- Schedule B15 – Loans “held for sale” and trading securities are listed at net carry value plus accrued interest.
- Schedule B16 – This does not include (i) certain assets that were previously sold, transferred or settled immediately after the Petition Date and (ii) certain servicing advances that were collateralized and pledged under the Barclays-sponsored nonrecourse servicing advance facility (which was refinanced postpetition) (the “**GSAP Facility**”); however, these specific categories of assets are accounted for on Debtors' books and records in accordance with GAAP.



Schedule D Notes.

- The Debtors' assets are presented at values consistent with their books and records. Generally speaking, for assets that are valued at fair value or the lower of cost or fair value, the Debtors value these assets using modeling techniques customarily used in the industry and uses market based information to the extent possible in these valuations. These values do not purport to represent the ultimate value that would be received in the event of a sale, and may not represent economic value as determined by an appraisal or other valuation technique. The Debtors reserve all rights to dispute or challenge the secured nature of any creditor's claim or the characterization of the structure of any transaction or any document or instrument (including, without limitation, any intercompany agreement) related to such creditor's claim.
- Except as otherwise agreed in accordance with a stipulation or order entered by the Bankruptcy Court, the Debtors reserve their rights to dispute or challenge the validity, perfection or immunity from avoidance of any lien listed on Schedule D purported to be granted to a secured creditor or perfected in any specific asset. Nothing in these Global Notes or in the Schedules and Statements shall be deemed a modification or interpretation of the terms of such agreements or related documents.
- In certain instances, a Debtor may be a co-obligor, co-mortgagor or guarantor with respect to scheduled claims of its affiliates. No claim scheduled on Schedule D is intended to acknowledge claims of creditors that are otherwise satisfied or discharged by other Debtors.
- Co-borrowers and guarantors under the AFI LOC (two Debtor-borrowers and four Debtor-guarantors) and the AFI Senior Secured Credit Facility (two Debtor-borrowers and seven Debtor-guarantors) are jointly and severally liable under each of these credit facilities. Therefore, the full amount of obligations under these agreements is scheduled for each borrower and guarantor; however, the amounts that may ultimately be paid by the borrowers and guarantors has not yet been fixed and determined and remains subject to resolution.
- Prior to the Petition Date, the Debtors maintained the GSAP Facility to fund servicer advances (the "**Advances**") for specified PLS Trusts, and the facility was secured by the receivables relating to those Advances. The Debtors also entered into a secured financing facility with BMMZ Holdings, LLC, an indirect, wholly owned subsidiary of AFI, pursuant to which the Debtors sold assets under repurchase agreements and repurchased the assets at a later date. The BMMZ Repo Facility was secured by the assets being sold pursuant to the repurchase agreements. The Debtors did not schedule these facilities because as part of the first-day relief, the Debtors used the proceeds of the Barclays debtor-in-possession loan facility (the "**Barclays DIP**") to refinance the GSAP Facility and the BMMZ Repo Facility.

Schedule E Notes.

- The Bankruptcy Court has approved the payment of certain unsecured claims against the Debtors including, without limitation, certain claims of employees for wages, salaries, and benefits. In general, employee claims for items that were not clearly authorized to be paid by the Bankruptcy Court have been included in the Schedules and Statements.
- The listing of any claim on this Schedule E does not constitute an admission by the Debtors that such claim is entitled to priority treatment under 11 U.S.C. § 507.
- The Debtors reserve the right to take the position that any claim listed on Schedule E is not entitled to priority.
- Due to confidentiality concerns, the Debtors have suppressed the addresses of the employee claimants listed in this Schedule.

Schedule F Notes.

- The Bankruptcy Court approved the payment of certain unsecured claims against the Debtors including, without limitation, claims of critical vendors. While the Debtors have made every effort to reflect the current obligations as of the Petition Date in Schedule F, certain payments made and certain invoices received after the Petition Date may not be accounted for in Schedule F.
- To the extent that the Debtor, in its capacity as a named defendant, has only been identified in such cases as “GMAC,” the action is listed in the Statement of GMAC Mortgage, LLC.

Schedule G Notes.

- While best efforts have been made to ensure the accuracy of Schedule G, inadvertent errors or omissions may have occurred. To the extent a Debtor becomes aware of additional executory contracts and unexpired leases, it will supplement this Schedule.
- The Debtors hereby reserve all rights to dispute the validity, status or enforceability of any contracts, agreements or leases set forth in Schedule G and to amend or supplement such Schedule as necessary. Additionally, the placing of a contract or lease onto this Schedule shall not be deemed an admission that such contract is an executory contract or unexpired lease, or that it is necessarily a binding, valid and enforceable contract. Any and all of the Debtor’s rights, claims and causes of action with respect to the contracts and agreements listed on this Schedule are hereby reserved and preserved.
- Omission of a contract or agreement from this Schedule does not constitute an admission that such omitted contract or agreement is not an executory contract or unexpired lease. The Debtor’s rights under the Bankruptcy Code with respect to any such omitted contracts or agreements are not impaired by the omission. This Schedule may be amended at any time to add any omitted contract or agreement.

- The contracts, agreements and leases listed on Schedule G may have expired or may have been rejected, terminated, assigned, modified, amended and/or supplemented from time to time by various amendments, change orders, restatements, waivers, estoppel certificates, letters and other documents, instruments, and agreements which may not be listed therein. Certain of the real property leases listed on Schedule G may contain renewal options, guarantees of payment, options to purchase, rights of first refusal, rights to lease additional space and other miscellaneous rights. Such rights, powers, duties and obligations are not set forth on Schedule G. Certain of the agreements listed on Schedule G may be in the nature of conditional sales agreements or secured financings, and the inclusion of such on Schedule G is not an admission that the agreement is an executory contract, financing agreement or otherwise.

#### Schedule H Notes.

- In the ordinary course of their businesses, the Debtors may be involved in pending or threatened litigation and claims. These matters may involve multiple plaintiffs and defendants, some or all of whom may assert cross-claims and counterclaims against other parties. Because all such claims are “contingent,” “unliquidated” or “disputed”, such claims have not been set forth individually on Schedule H.

### **Statement of Financial Affairs**

**Question No. 1:** The Debtors scheduled Total Net Revenue and Income (Loss) Before Income Taxes and Discontinued Operation in accordance with GAAP and the Debtors’ accounting policies and procedures as described in the Residential Capital Consolidated Financial Statements for the years ended December 31, 2011 and December 31, 2010.

**Question No. 2:** The Debtors scheduled Income Taxes and Discontinued Operations in accordance with GAAP and the Debtors’ accounting policies and procedures as described in the Residential Capital, LLC Consolidated Financial Statements for the year ended December 31, 2011 and December 31, 2010.

**Question No. 3b:** The Debtors have not scheduled any payments to creditors aggregating more than \$5,475 that were made during the 90 days prior to the Petition Date. Certain Debtors continue to reconcile this information and will file amended sub-Statements with this information at a later date.

**Question No. 3c:** The Debtors have not scheduled payments to insiders. Certain Debtors continue to reconcile this information and will file amended sub-Statements with this information at a later date.

**Question No. 4:** The Debtors made every effort to include on Attachment 4 a complete list of all suits and proceedings to which the Debtors were a party within the one year immediately preceding the Petition Date. However, the Debtors were unable to identify the address of certain opposing counsel for closed cases, and as a result, have scheduled the address as “unknown.” The Debtors listed the case number and jurisdiction for these cases. In addition, the Debtors are

engaged in the business of originating, selling, and servicing residential real estate mortgage loans on behalf of the Debtors, their affiliates and other third-party investors. In the ordinary course of business and at any time, a number of the mortgage loans the Debtors service are delinquent and in default. As part of the servicing function, the Debtors are required to commence foreclosure proceedings against certain borrowers and, if a foreclosure is not otherwise resolved, to complete the foreclosure sale of the mortgaged property.

The Debtors manage more than 65,000 foreclosure actions that were commenced either in the name of a Debtor or third-party investors. Attachment 4a to the Statements includes all foreclosure actions commenced where a Debtor owns the underlying mortgage loan or where the borrower-defendant contested the foreclosure by seeking a temporary restraining order or has filed a counterclaim or cross-claim against a Debtor entity.

Foreclosure actions commenced on behalf of third-party investors are not listed in Attachment 4a to the Statements, unless the borrower has contested the foreclosure or filed a counter-claim or cross-claim against a Debtor, because such proceedings are an integral part of the ordinary course of the Debtors' loan servicing business. To the extent a Debtor omitted any suits or proceedings, it will amend its Statement.

**Question No. 5:** While various lenders purported to exercise certain remedies under their respective agreements, the Debtors reserve all of their rights with respect to whether the remedies exercised by such lenders were proper or were properly exercised.

**Question No. 7:** Gifts given to customers are not scheduled because they are issued in the ordinary course of business as part of the Debtors' marketing and branding efforts.

**Question No. 8:** Workers' compensation claims generally have been excluded from the Schedules and Statements because the Debtors are performing their obligations as required by law and in accordance with Bankruptcy Court orders granting authority to the Debtors to satisfy those obligations in the ordinary course. In addition, ordinary property losses of *de minimus* amounts (i.e., vandalism, theft, flood damage, etc.) are identified, but the value of the loss is excluded because such information is not ordinarily maintained in the Debtors' books and records. However, the Debtors have identified any related insurance reimbursements that they received under AFI's property and casualty insurance programs.

**Question No. 9:** The Debtors' obligations are paid by and through ResCap. Accordingly, all payments related to debt counseling or bankruptcy for affiliated Debtors appear in the response to Question No. 9 of ResCap's Statement (Case No. 12-12020). Among the scheduled professional payments are retainer payments made to: (i) Morrison & Foerster LLP (\$3.5 million), (ii) FTI Consulting, Inc. (\$1.35 million) and (iii) Centerview Partners, LLC (\$300,000).

In addition, the Debtors made payments totaling approximately \$9.5 million to professionals and advisors on behalf of third-party creditors and Ad Hoc committees representing third party creditors as required under relevant agreements.

**Question No. 10:** Footnotes for Question No. 10 are contained in the respective Debtor Statement of Financial Affairs.

**Question No. 12:** The Debtors had no safe deposit boxes; however, bank accounts that contained cash or securities, which were closed prior to the Petition Date, are listed in response to Question No. 11. Signatories for such bank and security accounts are not disclosed in response to Question No. 12 due to confidentiality and security reasons.

**Question No. 13:** Certain of the Debtors have engaged in various derivative transactions in connection with their market risk management activities. In these transactions, Debtors routinely incur setoffs on collateral that has been posted or cash flows to be paid to various counterparties, including affiliates. These setoffs are consistent with the ordinary course of business in the Debtors' industries and these transactions can be particularly voluminous, making it unduly burdensome and costly for the Debtors to list all such instances. In addition, in the ordinary course, counterparties, including, but not limited to, Ally Bank, routinely setoff certain obligations owed to the Debtors in the settlement of loan sale proceeds and payment of servicing and other operational income. Therefore, these ordinary course setoffs are excluded from the Debtors' responses to Question No. 13.

Prior to the Petition Date, the Debtors, under ordinary course accounting procedures and operations processes, netted intercompany obligations to each other and with non-Debtor affiliates. The Debtors have used their reasonable best efforts to identify all known setoffs with non-Debtor affiliates.

**Question No. 14:** The Debtors maintain and service loan portfolios owned by various institutions. At any given time, in the ordinary course of business, the Debtors received and disbursed funds related to the loans that they serviced. In conjunction with loan servicing, the Debtors control and continue to maintain lockboxes, disbursement accounts and custodial bank accounts, which are detailed in Attachment 14 to the Statements. The Debtors reserve the right to dispute or challenge the ownership interest of assets held in such accounts.

**Question No. 15:** In certain instances, a Debtor was not able to identify the initial date of occupancy, and therefore used its date of incorporation as the date on which occupancy commenced at the specific premises.

**Question No. 17:** From time to time, the Debtors have, in the ordinary course of business, foreclosed on real estate property subject to minor problems that were subsequently resolved. The disclosures pertain only to Debtor-owned real property, not real property managed by the Debtors for the benefit of third-party investors. The Debtors have utilized their best efforts in reviewing their books and records to identify all material environmental issues, but the lists might be incomplete and will be updated should additional information become available.

**Questions Nos. 19(a)-(c):** The Debtors' books and records are in an integrated system and may be accessed by multiple employees of the Debtors, AFI, Ally Bank and other affiliates. The lists of firms and individuals listed in response to Question Nos. 19(a)-(c) are not intended to be exhaustive, but rather represent a listing of those firms and/or individuals that supervised or were primarily responsible for the respective tasks, since AFI had ultimate control over the Debtors' books and records.

**Question No. 19d:** Prior to the Petition Date, upon the occurrence of certain significant events and at the end of the Debtors' fiscal quarters and fiscal years, AFI filed reports with the Securities and Exchange Commission ("SEC") on Form 8-K Current Reports, Form 10-Q Quarterly Reports and Form 10-K Annual Reports that contained the Debtors' financial results. Because these reports are of public record, the Debtors do not have records of the parties who requested or obtained copies of any such documents. The Debtors' individual financial statements were also provided to various third parties, including, but not limited to, financial counterparties, vendors, government agencies, government sponsored entities, investors and lenders, as required under contractual arrangements and to maintain credit terms with vendors and service providers.

**Question No. 20:** Due to the nature of their operations, the Debtors do not hold physical inventory for sale to customers. Therefore, none has been listed in their responses to Statement question 20.

**Question No. 22b:** Gerald A. Lombardo has been listed as a former Treasurer for a number of the Debtors. To clarify, Mr. Lombardo was an employee of AFI who provided treasury services for certain Debtors.

**Question No. 23:** Prior to the Petition Date, certain of the Debtors' employees were previously employees of AFI or other non-Debtor affiliates at different times during the reporting period and were only compensated by those non-Debtor parties. Attachment 23 to the Statements only includes cash and non-cash transfers, including grants of restricted stock units, while such individuals were employees of one of the Debtors.

**Question No. 24:** ResCap and its limited liability subsidiaries are disregarded entities for tax purposes. ResCap's incorporated subsidiaries are part of the AFI consolidated tax group. The Debtors have provided the name and tax identification number of the taxpayer for federal tax purposes for each of the Debtors.

**B6 Summary (Official Form 6 - Summary) (12/07)**

**UNITED STATES BANKRUPTCY COURT  
Southern District of New York, New York**

**In re: Residential Capital, LLC**

**Case No. 12-12020 (MG)**

**Chapter 11**

**SUMMARY OF SCHEDULES**

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors also must complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

<b>Name of Schedule</b>	<b>Attached (YES/NO)</b>	<b>No. of Sheets</b>	<b>Assets</b>	<b>Liabilities</b>	<b>Other</b>
A - Real Property	YES	1	\$0.00		
B - Personal Property	YES	17	\$3,533,754,425.68		
C - Property Claimed as Exempt	NO	N/A			
D - Creditors Holding Secured Claims	YES	7		\$3,565,843,076.67	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	YES	3		\$0.00	
F - Creditors Holding Unsecured Nonpriority Claims	YES	7		\$2,958,544,176.90	
G - Executory Contracts and Unexpired Leases	YES	11			
H - Codebtors	YES	7			
I - Current Income of Individual Debtor(s)	NO	N/A			
J - Current Expenditures of Individual Debtor(s)	NO	N/A			
<b>TOTAL</b>		<b>53</b>	<b>\$3,533,754,425.68</b>	<b>\$6,524,387,253.57</b>	

B6A (Official Form 6A) (12/07)

In re: Residential Capital, LLC

Case No. 12-12020 (MG)

**SCHEDULE A - REAL PROPERTY**

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a co-tenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether the husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "HWJC." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

**Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.**

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim."

If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

DESCRIPTION AND LOCATION OF PROPERTY	NATURE OF DEBTOR'S INTEREST IN PROPERTY	H W J C	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	AMOUNT OF SECURED CLAIM OR MORTGAGE
NONE			\$0.00	\$0.00
Total			<b>\$0.00</b>	

(Report total also on Summary of Schedules.)



B6B (Official Form 6B) (12/0

In re: Residential Capital, LLC

Case No. 12-12020 (MG)

**SCHEDULE B - PERSONAL PROPERTY**

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "X" in the appropriate position in the column labeled "None". If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether the husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "HWJC." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

**Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.**

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007 (m).

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	H W J C	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
1. Cash on hand.	X			\$0.00
2. Checking, savings or other financial accounts, certificates of deposit or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		See Schedule B2 Attachment		\$168,844,378.00

Subtotal (Total on this page) **\$168,844,378.00**

B6B (Official Form 6B) (12/07) - Cont.

In re: Residential Capital, LLC

Case No. 12-12020 (MG)

**SCHEDULE B - PERSONAL PROPERTY**

(Continuation Sheet)

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	H W J C	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
3. Security deposits with public utilities, telephone companies, landlords, and others.		FTI Consulting - Retainer		\$1,350,000.00
4. Household goods and furnishings, including audio, video, and computer equipment.	X			\$0.00
5. Books; pictures and other art objects; antiques; stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			\$0.00

Subtotal (Total on this page) **\$1,350,000.00**

In re: Residential Capital, LLC

Case No. 12-12020 (MG)

**SCHEDULE B - PERSONAL PROPERTY**

(Continuation Sheet)

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	H W J C	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
6. Wearing apparel.	X			\$0.00
7. Furs and jewelry.	X			\$0.00
8. Firearms and sports, photographic, and other hobby equipment.	X			\$0.00

Subtotal (Total on this page) \$0.00

B6B (Official Form 6B) (12/07) - Cont.

In re: Residential Capital, LLC

Case No. 12-12020 (MG)

**SCHEDULE B - PERSONAL PROPERTY**

(Continuation Sheet)

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	H W J C	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			\$0.00
10. Annuities. Itemize and name each issuer.	X			\$0.00
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			\$0.00

Subtotal (Total on this page) **\$0.00**

B6B (Official Form 6B) (12/07) - Cont.

In re: Residential Capital, LLC

Case No. 12-12020 (MG)

**SCHEDULE B - PERSONAL PROPERTY**

(Continuation Sheet)

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	H W J C	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			\$0.00
13. Stock and interests in incorporated and unincorporated businesses. Itemize.		See Schedule B13 Attachment		Unknown
14. Interests in partnerships or joint ventures. Itemize.	X			\$0.00

Subtotal (Total on this page) **\$0.00**

B6B (Official Form 6B) (12/07) - Cont.

In re: Residential Capital, LLC

Case No. 12-12020 (MG)

**SCHEDULE B - PERSONAL PROPERTY**

(Continuation Sheet)

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	H W J C	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.		Derivative Asset Various Interest Rate Swaps -Asset		\$84,361.84
		Derivative Asset Interest Receivable on Various Derivative Assets		\$4,080,922.93
16. Accounts Receivable.	X			\$0.00

Subtotal (Total on this page) **\$4,165,284.77**

B6B (Official Form 6B) (12/07) - Cont.

In re: Residential Capital, LLC

Case No. 12-12020 (MG)

**SCHEDULE B - PERSONAL PROPERTY**

(Continuation Sheet)

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	H W J C	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			\$0.00
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.		See Schedule B18 Attachment		\$3,341,394,762.91
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A – Real Property.	X			\$0.00

Subtotal (Total on this page) **\$3,341,394,762.91**

B6B (Official Form 6B) (12/07) - Cont.

In re: Residential Capital, LLC

Case No. 12-12020 (MG)

**SCHEDULE B - PERSONAL PROPERTY**

(Continuation Sheet)

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	H W J C	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			\$0.00
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			\$0.00
22. Patents, copyrights, and other intellectual property. Give particulars.		KEYCHAIN ALLIANCE Registration Date: March 3, 2009		UNKNOWN

Subtotal (Total on this page) \$0.00



B6B (Official Form 6B) (12/07) - Cont.

In re: Residential Capital, LLC

Case No. 12-12020 (MG)

**SCHEDULE B - PERSONAL PROPERTY**

(Continuation Sheet)

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	H W J C	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
23. Licenses, franchises, and other general intangibles. Give particulars.	X			\$0.00
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			\$0.00
25. Automobiles, trucks, trailers, and other vehicles and accessories.	X			\$0.00

Subtotal (Total on this page) **\$0.00**

B6B (Official Form 6B) (12/07) - Cont.

In re: Residential Capital, LLC

Case No. 12-12020 (MG)

**SCHEDULE B - PERSONAL PROPERTY**

(Continuation Sheet)

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	H W J C	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
26. Boats, motors, and accessories.	X			\$0.00
27. Aircraft and accessories.	X			\$0.00
28. Office equipment, furnishings, and supplies.	X			\$0.00

Subtotal (Total on this page) **\$0.00**

B6B (Official Form 6B) (12/07) - Cont.

In re: Residential Capital, LLC

Case No. 12-12020 (MG)

**SCHEDULE B - PERSONAL PROPERTY**

(Continuation Sheet)

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	H W J C	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
29. Machinery, fixtures, equipment, and supplies used in business.	X			\$0.00
30. Inventory.	X			\$0.00
31. Animals.	X			\$0.00

Subtotal (Total on this page) **\$0.00**

In re: Residential Capital, LLC

Case No. 12-12020 (MG)

**SCHEDULE B - PERSONAL PROPERTY**

(Continuation Sheet)

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	H W J C	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
32. Crops - growing or harvested. Give particulars.	X			\$0.00
33. Farming equipment and implements.	X			\$0.00
34. Farm supplies, chemicals, and feed.	X			\$0.00

Subtotal (Total on this page) **\$0.00**

B6B (Official Form 6B) (12/07) - Cont.

In re: Residential Capital, LLC

Case No. 12-12020 (MG)

**SCHEDULE B - PERSONAL PROPERTY**

(Continuation Sheet)

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	H W J C	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
35. Other personal property of any kind not already listed. Itemize.		See Schedule B35 Attachment		\$18,000,000.00

Subtotal (Total on this page)

**\$18,000,000.00**

Total

**\$3,533,754,425.68**

(Include amounts from any continuation sheets attached. Report total also on Summary of Schedules.)

## In re: Residential Capital, LLC

## Case No. 12-12020

## Schedule B2

Personal Property - Checking, saving or other financial accounts

Bank/Institution	Address 1	Address 2	City	State	Zip	Account Number	Description	Balance
Bank of America, N.A.	333 South Hope Street		Los Angeles	CA	90071	xxxx9131	Concentration	\$10,709,096.78
Citibank, N.A.	388 Greenwich St		New York	NY	10013	xxxx5175	Foreign Currency	\$364,684.98
Citibank, N.A.	388 Greenwich St		New York	NY	10013	xxxx5183	Foreign Currency	\$1,612,171.14
Citibank, N.A.	388 Greenwich St		New York	NY	10013	xxxx6643	Foreign Currency	\$251,992.96
Citibank, N.A.	388 Greenwich St		New York	NY	10013	xxxx2075	Foreign Currency	\$317,876.45
JPMORGAN CHASE BANK, N.A.	3rd First National Plaza		Chicago	IL	60602	xxxx2599	Concentration	\$8,091.32
JPMORGAN CHASE BANK, N.A.	3rd First National Plaza		Chicago	IL	60602	xxxx2698	Concentration	\$153,580,423.02
Morgan Stanley Smith Barney	CITYPLACE 1	185 Asylum Pl St, Fl 2	Hartford	CT	06103	xxxx4331	Restricted Cash	\$2,000,041.14
							<b>Total:</b>	<b>\$168,844,377.79</b>

## In re: Residential Capital, LLC

## Case No. 12-12020

## Schedule B13

## Personal Property - Stock and interests in incorporated and unincorporated businesses

Business Name	Address 1	City	State	Zip	Ownership % or # of shares	Net Book Value of investment
GMAC Residential Holding Company, LLC	3993 Howard Hughes Parkway Suite 250	Las Vegas	NV	89169	100.00%	Unknown
GMAC-RFC Holding Company, LLC	8400 Normandale Lake Boulevard Suite 350	Minneapolis	MN	55437	100.00%	Unknown
					<b>Total:</b>	Unknown

## In re: Residential Capital, LLC

Case No. 12-12020

Schedule B18

Personal Property - Other liquidated debts owing to debtor including tax refunds

Entity Due From	Description And Location Of Property	Current Value Of Debtor's Interest In Property, Without Deducting Any Secured Claim Or Exemption
Ally Investment Management	Affiliate Receivable Acct: 1140900007	\$1,880,000.00
GMAC Mortgage, LLC	Intercompany Receivable Acct: 2020100002	\$2,651,036.54
GMAC Residential Holding Company, LLC	Intercompany Receivable Acct: 1140500006	\$3,295,635,792.66
GMAC Residential Holding Company, LLC	Intercompany Receivable Acct: 1140500007	\$38,295,777.81
GMAC RFC Europe Limited	Intercompany Receivable Acct: 2020100002	\$21,895.73
GX CE Funding B.V.	Note Receivable Acct: 1140500005	\$146,845.48
GX CE Funding B.V.	Note Receivable Acct: 1140500007	\$220,040.02
Residential Funding Company, LLC	Intercompany Receivable Acct: 2041200001	\$98,932.43
RFC Asset Holdings II, LLC	Intercompany Receivable Acct: 2020100002	\$1,737,329.12
Viaduct (no.7)	Note Receivable	\$707,113.12
	<b>TOTAL:</b>	\$3,341,394,762.91



**In re: Residential Capital, LLC**

**Case No. 12-12020**

Schedule B35

Personal Property - Other personal property of any kind not already listed

<b>Description</b>	<b>Net Book Value</b>
Other Assets - Prepaid DIP Facility Fees	\$18,000,000.00
<b>TOTAL:</b>	<b>\$18,000,000.00</b>

B6D (Official Form 6D) (12/07)

In re: Residential Capital, LLC

Case No. 12-12020 (MG)

**SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is the creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H – Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "HWJC."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim Without Deducting Value of Collateral" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion, if Any" on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, AND AN ACCOUNT NUMBER <i>(See Instructions Above.)</i>	C O D E B T O R	H W J C	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
See Schedule D-1 Attachment							Unknown	Unknown

Subtotal(s) (Total(s) on this page)

<b>\$0.00</b>	<b>\$0.00</b>
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B6D (Official Form 6D) (12/07) - Cont.

In re: Residential Capital, LLC

Case No. 12-12020 (MG)

**SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, AND AN ACCOUNT NUMBER <i>(See Instructions Above.)</i>	C O D E B E T O R	H W J C	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
See Schedule D-2 Attachment							\$3,565,843,076.67	Unknown
Subtotal(s) (Total(s) on this page)							<b>\$3,565,843,076.67</b>	<b>\$0.00</b>
Total(s) (Use only on last page)							<b>\$3,565,843,076.67</b>	<b>\$0.00</b>

(Report also on Summary of Schedules)

(If applicable, report also on Statistical Summary of Certain Liabilities and Related Data)

Pg 36 of 69  
 In re: Residential Capital, LLC  
 Case No. 12-12020  
 Schedule D-1  
 Creditors Holding Secured Claims

Creditor's Name	Codebook	Address 1	Address 2	Address 3	City	State	Zip	OFFICE / AGENCY SEARCHED, LIEN NUMBER, LIEN DATE	Contingent	Unliquidated	Disputed	Amount of claim without deducting value of collateral	Unsecured portion, if any
Ally Financial Inc.		Jeffrey Brown Corporate Treasurer	440 S Church St	# 1100	Charlotte	NC	28202	Delaware Secretary of State, Lien Number: 2010 4372904, Dated: 12/10/2010, UCC-3 Amendment to UCC-1 file no. 2008 2877858	X	X	X	UNKNOWN	UNKNOWN
Ally Financial Inc.		Jeffrey Brown Corporate Treasurer	440 S Church St	# 1100	Charlotte	NC	28202	Delaware Secretary of State, Lien Number: 2010 4559450, Dated: 12/22/2010, UCC-3 Amendment to UCC-1 file no. 2008 2877858	X	X	X	UNKNOWN	UNKNOWN
Ally Financial Inc. (f/k/a GMAC Inc.)		Jeffrey Brown Corporate Treasurer	440 S Church St	# 1100	Charlotte	NC	28202	Delaware Secretary of State, Lien Number: 2010 1834047, Dated: 05/25/2010, UCC-3 Amendment to UCC-1 file no. 2008 2877858	X	X	X	UNKNOWN	UNKNOWN
Ally Financial Inc. (f/k/a GMAC Inc.)		Jeffrey Brown Corporate Treasurer	440 S Church St	# 1100	Charlotte	NC	28202	Delaware Secretary of State, Lien Number: 2010 1946536, Dated: 06/03/2010, UCC-3 Amendment to UCC-1 file no. 2008 2877858	X	X	X	UNKNOWN	UNKNOWN
Ally Financial Inc. (f/k/a GMAC Inc.)		Jeffrey Brown Corporate Treasurer	440 S Church St	# 1100	Charlotte	NC	28202	Delaware Secretary of State, Lien Number: 2010 1656796, Dated: 05/12/2010	X	X	X	UNKNOWN	UNKNOWN
Ally Financial Inc. (f/k/a GMAC Inc.)		Jeffrey Brown Corporate Treasurer	440 S Church St	# 1100	Charlotte	NC	28202	Delaware Secretary of State, Lien Number: 2010 1657125, Dated: 05/12/2010, UCC-3 Amendment to UCC-1 file no. 2009 1725461	X	X	X	UNKNOWN	UNKNOWN
Bear Stearns Mortgage Capital Corporation		383 MADISON AVENUE			New York	NY	10179	Delaware Secretary of State, Lien Number: 2007 1449031, Dated: 04/17/2007	X	X	X	UNKNOWN	UNKNOWN
Bear Stearns Mortgage Capital Corporation		383 MADISON AVENUE			New York	NY	10179	Delaware Secretary of State, Lien Number: 2007 4403266, Dated: 11/19/2007	X	X	X	UNKNOWN	UNKNOWN
Bear Stearns Mortgage Capital Corporation		383 MADISON AVENUE			New York	NY	10179	Delaware Secretary of State, Lien Number: 2008 0901098, Dated: 03/13/2008	X	X	X	UNKNOWN	UNKNOWN
Bear Stearns Mortgage Capital Corporation		383 MADISON AVENUE			New York	NY	10179	Delaware Secretary of State, Lien Number: 2008 1019916, Dated: 03/24/2008, UCC-3 Amendment to UCC-1 file no. 2008 0901098	X	X	X	UNKNOWN	UNKNOWN
GMAC Inc. (f/k/a GMAC LLC)		200 Renaissance Center			Detroit	MI	48265	Delaware Secretary of State, Lien Number: 2009 3617781, Dated: 11/10/2009, UCC-3 Amendment to UCC-1 file no. 2008 2877858	X	X	X	UNKNOWN	UNKNOWN
GMAC Inc. (f/k/a GMAC LLC)		200 Renaissance Center			Detroit	MI	48265	Delaware Secretary of State, Lien Number: 2010 0188015, Dated: 01/19/2010, UCC-3 Amendment to UCC-1 file no. 2008 2877858	X	X	X	UNKNOWN	UNKNOWN
GMAC Inc. (f/k/a GMAC LLC)		200 Renaissance Center			Detroit	MI	48265	Delaware Secretary of State, Lien Number: 2010 0239552, Dated: 01/22/2010, UCC-3 Amendment to UCC-1 file no. 2009 1725461	X	X	X	UNKNOWN	UNKNOWN
GMAC Inc. (f/k/a GMAC LLC), as Lender Agent		200 Renaissance Center			Detroit	MI	48265	Delaware Secretary of State, Lien Number: 2010 0239461, Dated: 01/22/2010, UCC-3 Amendment to UCC-1 file no. 2008 3890884	X	X	X	UNKNOWN	UNKNOWN
GMAC Inc. (f/k/a GMAC LLC), as Omnibus Agent		200 Renaissance Center			Detroit	MI	48265	Delaware Secretary of State, Lien Number: 2009 4195233, Dated: 12/31/2009, UCC-3 Assignment to UCC-1 file no. 2009 0885597	X	X	X	UNKNOWN	UNKNOWN
GMAC LLC		200 Renaissance Center			Detroit	MI	48265	Delaware Secretary of State, Lien Number: 2008 2877858, Dated: 08/22/2008	X	X	X	UNKNOWN	UNKNOWN
GMAC LLC		200 Renaissance Center			Detroit	MI	48265	Delaware Secretary of State, Lien Number: 2008 3840483, Dated: 11/17/2008, UCC-3 Amendment to UCC-1 file no. 2008 2877858	X	X	X	UNKNOWN	UNKNOWN
GMAC LLC		200 Renaissance Center			Detroit	MI	48265	Delaware Secretary of State, Lien Number: 2008 3894308, Dated: 11/21/2008, UCC-3 Amendment to UCC-1 file no. 2008 2877858	X	X	X	UNKNOWN	UNKNOWN
GMAC LLC		200 Renaissance Center			Detroit	MI	48265	Delaware Secretary of State, Lien Number: 2009 0326311, Dated: 01/30/2009, UCC-3 Amendment to UCC-1 file no. 2008 2877858	X	X	X	UNKNOWN	UNKNOWN

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 Creditors Holding Secured Claims

Creditor's Name	Codebtor	Address 1	Address 2	Address 3	City	State	Zip	OFFICE / AGENCY SEARCHED, LIEN NUMBER, LIEN DATE	Contingent	Unliquidated	Disputed	Amount of claim without deducting value of collateral	Unsecured portion, if any
GMAC LLC		200 Renaissance Center			Detroit	MI	48265	Delaware Secretary of State, Lien Number: 2009 1817847, Dated: 06/08/2009, UCC-3 Amendment to UCC-1 file no. 2008 2877858	X	X	X	UNKNOWN	UNKNOWN
GMAC LLC		200 Renaissance Center			Detroit	MI	48265	Delaware Secretary of State, Lien Number: 2009 1725461, Dated: 06/01/2009	X	X	X	UNKNOWN	UNKNOWN
GMAC LLC, as Lender Agent		200 Renaissance Center			Detroit	MI	48265	Delaware Secretary of State, Lien Number: 2008 3890884, Dated: 11/20/2008	X	X	X	UNKNOWN	UNKNOWN
GMAC LLC, as Omnibus Agent		200 Renaissance Center			Detroit	MI	48265	Delaware Secretary of State, Lien Number: 2009 0885597, Dated: 03/19/2009	X	X	X	UNKNOWN	UNKNOWN
GMAC Residential Holding Company, LLC		3993 Howard Hughes Parkway Ste 250			Las Vegas	NV	89169	Delaware Secretary of State, Lien Number: 2008 3890900, Dated: 11/20/2008	X	X		UNKNOWN	UNKNOWN
GMAC Residential Holding Company, LLC		3993 Howard Hughes Parkway Ste 250			Las Vegas	NV	89169	Delaware Secretary of State, Lien Number: 2009 1816617, Dated: 06/08/2009	X	X		UNKNOWN	UNKNOWN
GMAC Residential Holding Company, LLC		3993 Howard Hughes Parkway Ste 250			Las Vegas	NV	89169	Delaware Secretary of State, Lien Number: 2009 3617369, Dated: 11/10/2009	X	X		UNKNOWN	UNKNOWN
Somerset Capital Group, Ltd.		1087 BROAD STREET	SUITE 301		BRIDGEPORT	CT	06604	Delaware Secretary of State, Lien Number: 2009 0338142, Dated: 02/02/2009	X	X	X	UNKNOWN	UNKNOWN
Somerset Capital Group, Ltd.		1087 BROAD STREET	SUITE 301		BRIDGEPORT	CT	06604	Delaware Secretary of State, Lien Number: 2008 1510369, Dated: 05/01/2008	X	X	X	UNKNOWN	UNKNOWN
Somerset Capital Group, Ltd.		1087 BROAD STREET	SUITE 301		BRIDGEPORT	CT	06604	Delaware Secretary of State, Lien Number: 2009 0768447, Dated: 03/11/2009, UCC-3 Amendment to UCC-1 file no. 2008 1510369	X	X	X	UNKNOWN	UNKNOWN
Somerset Capital Group, Ltd.		1087 BROAD STREET	SUITE 301		BRIDGEPORT	CT	06604	Delaware Secretary of State, Lien Number: 2008 1994787, Dated: 06/03/2008	X	X	X	UNKNOWN	UNKNOWN
Somerset Capital Group, Ltd.		1087 BROAD STREET	SUITE 301		BRIDGEPORT	CT	06604	Delaware Secretary of State, Lien Number: 2008 2321972, Dated: 07/08/2008, UCC-3 Amendment to UCC-1 file no. 2008 1994787	X	X	X	UNKNOWN	UNKNOWN
Somerset Capital Group, Ltd.		1087 BROAD STREET	SUITE 301		BRIDGEPORT	CT	06604	Delaware Secretary of State, Lien Number: 2008 2724290, Dated: 08/08/2008, UCC-3 Amendment to UCC-1 file no. 2008 1994787	X	X	X	UNKNOWN	UNKNOWN
Somerset Capital Group, Ltd.		1087 BROAD STREET	SUITE 301		BRIDGEPORT	CT	06604	Delaware Secretary of State, Lien Number: 2009 0356052, Dated: 02/03/2009, UCC-3 Amendment to UCC-1 file no. 2008 1994787	X	X	X	UNKNOWN	UNKNOWN
Somerset Capital Group, Ltd.		1087 BROAD STREET	SUITE 301		BRIDGEPORT	CT	06604	Delaware Secretary of State, Lien Number: 2009 0356060, Dated: 02/03/2009, UCC-3 Amendment to UCC-1 file no. 2008 1994787	X	X	X	UNKNOWN	UNKNOWN
Somerset Capital Group, Ltd.		1087 BROAD STREET	SUITE 301		BRIDGEPORT	CT	06604	Delaware Secretary of State, Lien Number: 2009 0767977, Dated: 03/11/2009, UCC-3 Amendment to UCC-1 file no. 2008 1994787	X	X	X	UNKNOWN	UNKNOWN
Somerset Capital Group, Ltd.		1087 BROAD STREET	SUITE 301		BRIDGEPORT	CT	06604	Delaware Secretary of State, Lien Number: 2009 0768439, Dated: 03/11/2009, UCC-3 Amendment to UCC-1 file no. 2008 1994787	X	X	X	UNKNOWN	UNKNOWN
Somerset Capital Group, Ltd.		1087 BROAD STREET	SUITE 301		BRIDGEPORT	CT	06604	Delaware Secretary of State, Lien Number: 2009 0921442, Dated: 03/23/2009, UCC-3 Amendment to UCC-1 file no. 2008 1994787	X	X	X	UNKNOWN	UNKNOWN
Somerset Capital Group, Ltd.		1087 BROAD STREET	SUITE 301		BRIDGEPORT	CT	06604	Delaware Secretary of State, Lien Number: 2010 3621459, Dated: 10/15/2010, UCC-3 Amendment to UCC-1 file no. 2008 1994787	X	X	X	UNKNOWN	UNKNOWN
Somerset Capital Group, Ltd.		1087 BROAD STREET	SUITE 301		BRIDGEPORT	CT	06604	Delaware Secretary of State, Lien Number: 2008 3243613, Dated: 09/24/2008	X	X	X	UNKNOWN	UNKNOWN
Somerset Capital Group, Ltd.		1087 BROAD STREET	SUITE 301		BRIDGEPORT	CT	06604	Delaware Secretary of State, Lien Number: 2009 0344082, Dated: 02/02/2009	X	X	X	UNKNOWN	UNKNOWN
Wells Fargo Bank, N.A., as Collateral Control Agent		45 Broadway	14111 Floor		New York	NY	10006	Delaware Secretary of State, Lien Number: 2010 0075808, Dated: 01/08/2010	X	X	X	UNKNOWN	UNKNOWN

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 Creditors Holding Secured Claims

Creditor's Name	Codebook	Address 1	Address 2	Address 3	City	State	Zip	OFFICE / AGENCY SEARCHED, LIEN NUMBER, LIEN DATE	Contingent	Unliquidated	Disputed	Amount of claim without deducting value of collateral	Unsecured portion, if any
Wells Fargo Bank, N.A., as Collateral Control Agent		45 Broadway	14111 Floor		New York	NY	10006	Delaware Secretary of State, Lien Number: 2010 1833353, Dated: 05/25/2010, UCC-3 Amendment to UCC-1 file no. 2010 0075808	X	X	X	UNKNOWN	UNKNOWN
Wells Fargo Bank, N.A., as Collateral Control Agent		45 Broadway	14111 Floor		New York	NY	10006	Delaware Secretary of State, Lien Number: 2010 3472606, Dated: 10/05/2010, UCC-3 Amendment to UCC-1 file no. 2010 0075808	X	X	X	UNKNOWN	UNKNOWN
Wells Fargo Bank, N.A., as Collateral Control Agent		45 Broadway	14111 Floor		New York	NY	10006	Delaware Secretary of State, Lien Number: 2010 1 4559005, Dated: 12/22/2010, UCC-3 Amendment to UCC-1 file no. 2010 0075808	X	X	X	UNKNOWN	UNKNOWN
Wells Fargo Bank, N.A., as First Priority Collateral Agent		625 Marquette Avenue	N9311 110		Minneapolis	MN	55479	Delaware Secretary of State, Lien Number: 2008 1911526, Dated: 06/04/2008	X	X	X	UNKNOWN	UNKNOWN
Wells Fargo Bank, N.A., as First Priority Collateral Agent		625 Marquette Avenue	N9311 110		Minneapolis	MN	55479	Delaware Secretary of State, Lien Number: 2008 3840517, Dated: 11/17/2008, UCC-3 Amendment to UCC-1 file no. 2008 1911526	X	X	X	UNKNOWN	UNKNOWN
Wells Fargo Bank, N.A., as First Priority Collateral Agent		625 Marquette Avenue	N9311 110		Minneapolis	MN	55479	Delaware Secretary of State, Lien Number: 2008 3892492, Dated: 11/21/2008, UCC-3 Amendment to UCC-1 file no. 2008 1911526	X	X	X	UNKNOWN	UNKNOWN
Wells Fargo Bank, N.A., as First Priority Collateral Agent		625 Marquette Avenue	N9311 110		Minneapolis	MN	55479	Delaware Secretary of State, Lien Number: 2009 0326279, Dated: 01/30/2009, UCC-3 Amendment to UCC-1 file no. 2008 1911526	X	X	X	UNKNOWN	UNKNOWN
Wells Fargo Bank, N.A., as First Priority Collateral Agent		625 Marquette Avenue	N9311 110		Minneapolis	MN	55479	Delaware Secretary of State, Lien Number: 2009 1817698, Dated: 06/08/2009, UCC-3 Amendment to UCC-1 file no. 2008 1911526	X	X	X	UNKNOWN	UNKNOWN
Wells Fargo Bank, N.A., as First Priority Collateral Agent		625 Marquette Avenue	N9311 110		Minneapolis	MN	55479	Delaware Secretary of State, Lien Number: 2009 3617666, Dated: 11/10/2009, UCC-3 Amendment to UCC-1 file no. 2008 1911526	X	X	X	UNKNOWN	UNKNOWN
Wells Fargo Bank, N.A., as First Priority Collateral Agent		625 Marquette Avenue	N9311 110		Minneapolis	MN	55479	Delaware Secretary of State, Lien Number: 2010 1832090, Dated: 05/25/2010, UCC-3 Amendment to UCC-1 file no. 2008 1911526	X	X	X	UNKNOWN	UNKNOWN
Wells Fargo Bank, N.A., as First Priority Collateral Agent		625 Marquette Avenue	N9311 110		Minneapolis	MN	55479	Delaware Secretary of State, Lien Number: 2010 3389016, Dated: 09/29/2010, UCC-3 Amendment to UCC-1 file no. 2008 1911526	X	X	X	UNKNOWN	UNKNOWN
Wells Fargo Bank, N.A., as First Priority Collateral Agent		625 Marquette Avenue	N9311 110		Minneapolis	MN	55479	Delaware Secretary of State, Lien Number: 2010 4557595, Dated: 12/22/2010, UCC-3 Amendment to UCC-1 file no. 2008 1911526	X	X	X	UNKNOWN	UNKNOWN
Wells Fargo Bank, N.A., as Second Priority Collateral Agent		625 Marquette Avenue	N9311 110		Minneapolis	MN	55479	Delaware Secretary of State, Lien Number: 2008 1952934, Dated: 06/06/2008	X	X	X	UNKNOWN	UNKNOWN
Wells Fargo Bank, N.A., as Second Priority Collateral Agent		625 Marquette Avenue	N9311 110		Minneapolis	MN	55479	Delaware Secretary of State, Lien Number: 2008 3840491, Dated: 11/17/2008, UCC-3 Amendment to UCC-1 file no. 2008 1952934	X	X	X	UNKNOWN	UNKNOWN
Wells Fargo Bank, N.A., as Second Priority Collateral Agent		625 Marquette Avenue	N9311 110		Minneapolis	MN	55479	Delaware Secretary of State, Lien Number: 2008 3892534, Dated: 11/21/2008, UCC-3 Amendment to UCC-1 file no. 2008 1952934	X	X	X	UNKNOWN	UNKNOWN
Wells Fargo Bank, N.A., as Second Priority Collateral Agent		625 Marquette Avenue	N9311 110		Minneapolis	MN	55479	Delaware Secretary of State, Lien Number: 2009 0326287, Dated: 01/30/2009, UCC-3 Amendment to UCC-1 file no. 2008 1952934	X	X	X	UNKNOWN	UNKNOWN
Wells Fargo Bank, N.A., as Second Priority Collateral Agent		625 Marquette Avenue	N9311 110		Minneapolis	MN	55479	Delaware Secretary of State, Lien Number: 2009 1817748, Dated: 06/08/2009, UCC-3 Amendment to UCC-1 file no. 2008 1952934	X	X	X	UNKNOWN	UNKNOWN
Wells Fargo Bank, N.A., as Second Priority Collateral Agent		625 Marquette Avenue	N9311 110		Minneapolis	MN	55479	Delaware Secretary of State, Lien Number: 2009 3617708, Dated: 11/10/2009, UCC-3 Amendment to UCC-1 file no. 2008 1952934	X	X	X	UNKNOWN	UNKNOWN

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 Creditors Holding Secured Claims

Creditor's Name	Code debtor	Address 1	Address 2	Address 3	City	State	Zip	OFFICE / AGENCY SEARCHED, LIEN NUMBER, LIEN DATE	Contingent	Unliquidated	Disputed	Amount of claim without deducting value of collateral	Unsecured portion, if any
Wells Fargo Bank, N.A., as Second Priority Collateral Agent		625 Marquette Avenue	N9311 110		Minneapolis	MN	55479	Delaware Secretary of State, Lien Number: 2010 1832595, Dated: 05/25/2010, UCC-3 Amendment to UCC-1 file no. 2008 1952934	X	X	X	UNKNOWN	UNKNOWN
Wells Fargo Bank, N.A., as Second Priority Collateral Agent		625 Marquette Avenue	N9311 110		Minneapolis	MN	55479	Delaware Secretary of State, Lien Number: 2010 3389693, Dated: 05/09/2012, UCC-3 Amendment to UCC-1 file no. 2008 1952934	X	X	X	UNKNOWN	UNKNOWN
Wells Fargo Bank, N.A., as Third Priority Collateral Agent		625 Marquette Avenue	N9311 110		Minneapolis	MN	55479	Delaware Secretary of State, Lien Number: 2008 1954294, Dated: 06/06/2008	X	X	X	UNKNOWN	UNKNOWN
Wells Fargo Bank, N.A., as Third Priority Collateral Agent		625 Marquette Avenue	N9311 110		Minneapolis	MN	55479	Delaware Secretary of State, Lien Number: 2008 3840509, Dated: 11/17/2008, UCC-3 Amendment to UCC-1 file no. 2008 1954294	X	X	X	UNKNOWN	UNKNOWN
Wells Fargo Bank, N.A., as Third Priority Collateral Agent		625 Marquette Avenue	N9311 110		Minneapolis	MN	55479	Delaware Secretary of State, Lien Number: 2008 3892542, Dated: 11/21/2008, UCC-3 Amendment to UCC-1 file no. 2008 1954294	X	X	X	UNKNOWN	UNKNOWN
Wells Fargo Bank, N.A., as Third Priority Collateral Agent		625 Marquette Avenue	N9311 110		Minneapolis	MN	55479	Delaware Secretary of State, Lien Number: 2009 0326303, Dated: 01/30/2009, UCC-3 Amendment to UCC-1 file no. 2008 1954294	X	X	X	UNKNOWN	UNKNOWN
Wells Fargo Bank, N.A., as Third Priority Collateral Agent		625 Marquette Avenue	N9311 110		Minneapolis	MN	55479	Delaware Secretary of State, Lien Number: 2009 1817805, Dated: 06/08/2009, UCC-3 Amendment to UCC-1 file no. 2008 1954294	X	X	X	UNKNOWN	UNKNOWN
Wells Fargo Bank, N.A., as Third Priority Collateral Agent		625 Marquette Avenue	N9311 110		Minneapolis	MN	55479	Delaware Secretary of State, Lien Number: 2009 3617740, Dated: 11/10/2009, UCC-3 Amendment to UCC-1 file no. 2008 1954294	X	X	X	UNKNOWN	UNKNOWN
Wells Fargo Bank, N.A., as Third Priority Collateral Agent		625 Marquette Avenue	N9311 110		Minneapolis	MN	55479	Delaware Secretary of State, Lien Number: 2010 1832983, Dated: 05/25/2010, UCC-3 Amendment to UCC-1 file no. 2008 1954294	X	X	X	UNKNOWN	UNKNOWN
Wells Fargo Bank, N.A., as Third Priority Collateral Agent		625 Marquette Avenue	N9311 110		Minneapolis	MN	55479	Delaware Secretary of State, Lien Number: 2010 3391277, Dated: 09/29/2010, UCC-3 Amendment to UCC-1 file no. 2008 1954294	X	X	X	UNKNOWN	UNKNOWN
Wells Fargo Bank, N.A., as Third Priority Collateral Agent		625 Marquette Avenue	N9311 110		Minneapolis	MN	55479	Delaware Secretary of State, Lien Number: 2010 4558155, Dated: 12/22/2010, UCC-3 Amendment to UCC-1 file no. 2008 1954294	X	X	X	UNKNOWN	UNKNOWN
												<b>Total:</b>	<b>UNKNOWN</b>

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 In re: Residential Capital, LLC  
 Case No. 12-12020  
 Schedule D-2  
 Creditors Holding Secured Claims

Creditor's Name	Code debtor	Address 1	Address 2	City	State	Zip	Country	Date claim was incurred, nature of lien and description and value of property subject to lien	Contingent	Unliquidated	Disputed	Amount of claim without deducting value of collateral	Unsecured portion, if any
Ally Financial Inc.	X	3420 Toringdon Way	Floor 4	Charlotte	NC	28277		Amended and Restated Loan Agreement (Senior Loan Agreement) Dated as of December 30, 2009 by and among Residential Funding Company, LLC, as borrower, GMAC Mortgage, LLC as borrower, Residential Capital, LLC, and Certain Other Affiliates of the Borrowers as Guarantors, Certain Affiliates of the Borrowers and Guarantors party hereto as Obligors, ALLY FINANCIAL INC. (f/k/a GMAC Inc.), as Initial Lender and as Lender Agent, as amended.	X	X	X	\$747,934,640.90	Unknown
Ally Financial Inc.	X	3420 Toringdon Way	Floor 4	Charlotte	NC	28277		Amended and Restated Loan Agreement (Line of Credit Agreement) Dated as of December 30, 2009 by and among Residential Funding Company, LLC, as Borrower, GMAC Mortgage, LLC, as Borrower, Residential Capital, LLC, and certain other affiliates of the borrowers as Guarantors, Ally Financial Inc. (f/k/a GMAC Inc.), as Initial Lender and as Lender Agent, as amended.	X	X	X	\$380,329,509.69	Unknown
Ally Investment Management		1177 Ave of the Americas		New York	NY	10036		Derivative Counterparty	X	X	X	\$1,626,865.00	Unknown
Barclays Bank PLC		1 Churchill Place		London		E14 5HP	United Kingdom	Derivative Counterparty				\$6,180,000.00	Unknown
Citibank N.A.	X	390 Greenwich Street	6th Floor	New York	NY	10013		Amended and Restated Loan and Security Agreement Dated as of June 30, 2010 between GMAC Mortgage, LLC, as Borrower, Residential Capital, LLC, as Guarantor and CitiBank, N.A., as Lender, as amended.		X		Unknown	Unknown
U.S. Bank National Association	X	50 South 16th Street	Suite 2000	Philadelphia	PA	19102		Indenture dated as of June 6, 2008 among Residential Capital, LLC, a Delaware corporation, each of the Guarantors and U.S. Bank National Association. 9.625% Guaranteed Junior Secured Guaranteed Notes, as amended.				\$2,429,772,061.08	Unknown
									<b>Total:</b>			<b>\$3,565,843,076.67</b>	<b>Unknown</b>



In re: Residential Capital, LLC

Case No. 12-12020 (MG)

## SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "HWJC." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

**TYPES OF PRIORITY CLAIM** (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

**Domestic Support Obligations**

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

**Extensions of credit in an involuntary case**

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

**Wages, salaries, and commissions**

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$11,725\* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

**Contributions to employee benefit plans**

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

*\*Amounts are subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.*

B6E (Official Form 6E) (04/10) - Cont.

**In re: Residential Capital, LLC**

**Case No. 12-12020 (MG)**

**Certain farmers and fishermen**

Claims of certain farmers and fishermen, up to \$5,775\* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

**Deposits by individuals**

Claims of individuals up to \$2,600\* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

**Taxes and Certain Other Debts Owed to Governmental Units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

**Commitments to Maintain the Capital of an Insured Depository Institution**

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507 (a)(9).

**Claims for Death or Personal Injury While Debtor Was Intoxicated**

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507 (a)(10).

*\*Amounts are subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.*

B6E (Official Form 6E) (04/10) - Cont.

In re: Residential Capital, LLC

Case No. 12-12020 (MG)

**SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See Instructions Above.)</i>	C O D E	H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
PA Department of Revenue PO Box 280425 Harrisburg, PA 17128-0425			Tax - Franchise	X	X	X	Unknown	Unknown	Unknown
Subtotals (Totals on this page):							<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Total: (Report also on the Summary of Schedules)							<b>\$0.00</b>		
Totals: (Report also on the Statistical Summary of Certain Liabilities Related Data)								<b>\$0.00</b>	<b>\$0.00</b>

B6F (Official Form 6F) (12/07)

In re: Residential Capital, LLC

Case No. 12-12020 (MG)

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "HWJC."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured nonpriority claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See Instructions Above.)</i>	C O D E B T O R	H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
See Schedule F-1 Attachment General Claims							\$2,958,544,176.90
See Schedule F-2 Attachment Representation & Warranty Claims							Unknown

Subtotal (Total on this page) **\$2,958,544,176.90**

B6F (Official Form 6F) (12/07) - Cont.

In re: Residential Capital, LLC

Case No. 12-12020 (MG)

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See Instructions Above.)</i>	C O D E B T O R	H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
See Schedule F-3 Attachment General Litigation Claims							Unknown
Subtotal (Total on this page)							<b>\$0.00</b>
Total (Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)							<b>\$2,958,544,176.90</b>

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 In re: Residential Capital, LLC  
 Case No. 12-12020  
 Schedule F-1  
 General Claims  
 Creditors Holding Unsecured Claims

Creditor's Name	Address 1	Address 2	City	State	Zip	Co-Debtor	Date claim was incurred and consideration for claim	Subject to setoffs Y/N	Contingent	Unliquidated	Disputed	Total amount of claim
Deutsche Bank Trust Company Americas	25 De Forest Ave		Summit	NJ	07901	X	\$1,250,000,000 Aggregate 8.500% Senior Unsecured Notes due June 2012, as amended					\$82,948,156.59
Deutsche Bank Trust Company Americas	25 De Forest Ave		Summit	NJ	07901	X	\$1,750,000,000 Aggregate 8.500% Senior Unsecured Notes due April 2013, as amended					\$495,887,419.30
Deutsche Bank Trust Company Americas	25 De Forest Ave		Summit	NJ	07901	X	\$250,000,000 Aggregate 8.875% Senior Unsecured Notes due June 2015, as amended					\$117,190,184.61
Deutsche Bank Trust Company Americas	25 De Forest Ave		Summit	NJ	07901	X	£400,000,000 Aggregate Principal Amount of 8.375% Notes due May 2013 (GBP Spot Rate of 1.6069), as amended					\$63,952,418.79
Deutsche Bank Trust Company Americas	25 De Forest Ave		Summit	NJ	07901	X	£400,000,000 Aggregate Principal Amount of 9.875% Notes due July 2014 (GBP Spot Rate of 1.6069), as amended					\$107,096,136.34
Deutsche Bank Trust Company Americas	25 De Forest Ave		Summit	NJ	07901	X	€750,000,000 Aggregate Principal Amount of 7.125% Notes due May 2012 (Euro Spot Rate of 1.2917), as amended					\$136,364,116.92
GMAC Mortgage, LLC	1100 Virginia Drive		Fort Washington	PA	19034		Intercompany Payable					\$445.26
Residential Funding Company, LLC	8400 Normandale Lake Blvd	Ste 350	Minneapolis	MN	55437		Intercompany Payable					\$1,955,105,299.08
											<b>Total:</b>	<b>\$2,958,544,176.90</b>

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 In re: Residential Capital, LLC  
 Case No. 12-12020  
 Schedule F-2  
 Representation Warranty  
 Creditors Holding Unsecured Claims

Creditor's Name	Address 1	Address 2	City	State	Zip	Co-Debtor	Date claim was incurred and consideration for claim	Subject to setoffs Y/N	Contingent	Unliquidated	Disputed	Total amount of claim
Ambac Assurance Corp C/O Patterson Belknap Webb & Tyler	1133 Avenue of the Americas		New York	NY	10036		Representation & Warranty Claim		X	X	X	Unknown
Assured Guaranty Municipal Corp., f/k/a Financial Security Assurance Inc.	1000 Louisiana St	Suite 5100	Houston	TX	77002		Representation & Warranty Claim		X	X	X	Unknown
Deutsche Zentral-genossenschaftsbank, New York Branch, d/b/a DZ Bank AG, New York, Branch; and DG Holding Trust	140 Broadway		New York	NY	10005		Representation & Warranty Claim		X	X	X	Unknown
Federal Housing Finance Agency, as Conservator for the Federal Home Loan Mortgage Corporation	1633 BROADWAY		New York	NY	10019		Representation & Warranty Claim		X	X	X	Unknown
Financial Guaranty Insurance Company	222 East 41st Street		New York	NY	10017		Representation & Warranty Claim		X	X	X	Unknown
Financial Guaranty Insurance Company	222 East 41st Street		New York	NY	10017		Representation & Warranty Claim		X	X	X	Unknown
Financial Guaranty Insurance Company	222 East 41st Street		New York	NY	10017		Representation & Warranty Claim		X	X	X	Unknown
Financial Guaranty Insurance Company	222 East 41st Street		New York	NY	10017		Representation & Warranty Claim		X	X	X	Unknown
Financial Guaranty Insurance Company	222 East 41st Street		New York	NY	10017		Representation & Warranty Claim		X	X	X	Unknown
Financial Guaranty Insurance Company	222 East 41st Street		New York	NY	10017		Representation & Warranty Claim		X	X	X	Unknown
Financial Guaranty Insurance Company	222 East 41st Street		New York	NY	10017		Representation & Warranty Claim		X	X	X	Unknown
Financial Guaranty Insurance Company	222 East 41st Street		New York	NY	10017		Representation & Warranty Claim		X	X	X	Unknown
Financial Guaranty Insurance Company	222 East 41st Street		New York	NY	10017		Representation & Warranty Claim		X	X	X	Unknown
Financial Guaranty Insurance Company	222 East 41st Street		New York	NY	10017		Representation & Warranty Claim		X	X	X	Unknown
Financial Guaranty Insurance Company	222 East 41st Street		New York	NY	10017		Representation & Warranty Claim		X	X	X	Unknown
Financial Guaranty Insurance Company	222 East 41st Street		New York	NY	10017		Representation & Warranty Claim		X	X	X	Unknown
HSH Nordbank AG; HSH Nordbank AG, Luxembourg Branch; HSH Nordbank AG, New York Branch; and HSH Nordbank Securities S.A.	140 Broadway		New York	NY	10005		Representation & Warranty Claim		X	X	X	Unknown
Huntington Bancshares Inc.	485 Lexington Ave	29th Floor	New York	NY	10017		Representation & Warranty Claim		X	X	X	Unknown
IKB Deutsche Industriebank AG, IKB International S.A. in Liquidation, and Rio Debt Holdings (Ireland) Limited	590 Madison Ave	35th Floor	New York	NY	10022		Representation & Warranty Claim		X	X	X	Unknown

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 In re: Residential Capital, LLC  
 Case No. 12-12020  
 Schedule F-2  
 Representation Warranty  
 Creditors Holding Unsecured Claims

Creditor's Name	Address 1	Address 2	City	State	Zip	Co-Debtor	Date claim was incurred and consideration for claim	Subject to setoffs Y/N	Contingent	Unliquidated	Disputed	Total amount of claim
Iowa Public Employees Retirement System C/O Cohen Milstein Sellers & Toll PLLC	150 East 52nd Street	Floor 13	New York	NY	10022		Representation & Warranty Claim		X	X	X	Unknown
Lehman Brothers Holdings, Inc.	1271 Avenue of the Americas		New York	NY	10020		Representation & Warranty Claim		X	X	X	Unknown
Midwest Operating Engineers Pension Trust Fund C/O Cohen Milstein Sellers & Toll PLLC	150 East 52nd Street	Floor 13	New York	NY	10022		Representation & Warranty Claim		X	X	X	Unknown
New Jersey Carpenters Health Fund, New Jersey Carpenters Vacation Fund and Boilermaker Blacksmith National Pension Trust, on Behalf of Themselves and All Others Similarly Situated	88 Pine Street	14th Floor	New York	NY	10005		Representation & Warranty Claim		X	X	X	Unknown
Orange County Employees Retirement System C/O Cohen Milstein Sellers & Toll PLLC	150 East 52nd Street	Floor 13	New York	NY	10022		Representation & Warranty Claim		X	X	X	Unknown
Police and Fire Retirement System of the City of Detroit C/O Zwerling, Schachter & Zwerling	41 Madison Avenue	Suite 208	New York	NY	10010		Representation & Warranty Claim		X	X	X	Unknown
Sealink Funding Ltd.	140 Broadway		New York	NY	10005		Representation & Warranty Claim		X	X	X	Unknown
Stichting Pensioenfonds ABP	485 Lexington Ave	29th Floor	New York	NY	10017		Representation & Warranty Claim		X	X	X	Unknown
											<b>Total:</b>	<b>Unknown</b>



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 In re: Residential Capital, LLC  
 Case No. 12-12020  
 Schedule F-3  
 General Litigation  
 Creditors Holding Unsecured Claims

Creditor's Name	Address 1	Address 2	City	State	Zip	Co-Debtor	Date claim was incurred and consideration for claim	Subject to setoffs Y/N	Contingent	Unliquidated	Disputed	Total amount of claim
Carolyn Hariston, an individual; Christine Petersen, an individual; William Mimiaga, an individual; Robin Gaston, an individual; Patrick Gaston, an individual; Mary Serrano, an individual; Sarah Sebahg, an individual; Rick Albritton, an individual; Veronica Grey, an individual; Brenda Mella, an individual; Joselito Mella, an individual; Michael Man, an individual; Judy Lim, an individual; David Cruz, an individual; Yesenia Cruz, an individual; Gregory Buck, an individual; Cristina Palbicke, an individual; Khalil Subat, an individual; Manija Subat, an individual; Genevie Cabang, an individual; Julio Gonzalez, an individual; Lisa A. Simonyi, an individual; Rick Ewald, an individual; Regina Faison, an individual; Alex Ibarra, an individual; Maria Elena Del Cid, an individual; Julio Del Cid, an individual; Mesbel Mohamoud, an individual; Michael Moultrie, an individual; Willie Gilmore, an individual; Phyllis McCrear, an individual; Cecilla Chaube, an individual; Magdalena Avila, an individual; Gricelda Ruano, an individual; Elisa Jordan, an individual; Lois Terrell Sullivan, an individual; Gloria Portillo, an individual; Florastene Holden, an individual; Marco Badilla, an individual; Manuela Badilla, an individual v. Ally Bank, N.A., f/k/a GMAC Bank, a Utah Corporation, in its own capacity and as an acquirer of certain assets and liabilities of GMAC; GMAC, a national Banking Association; Ally Financial, Inc. f/k/a GMAC, LLC a Delaware Corporation; GMAC Mortgage Group, Inc., a Delaware Corporation Group; Residential Capital, LLC f/k/a Residential Capital Corporation, a Delaware Corporation; GMAC-RFC Holding Company, LLC d/b/a GMAC Residential Funding Corporation, a Delaware Corporation; Residential Funding Company, LLC f/k/a Residential Funding Corporation, a Delaware Corporation; Homecomings Financial, LLC, a Delaware Corporation; Executive Trustee Services DBA ETS Services, LLC, a Delaware limited liability company; Home Connects Lending Services, LLC, a Pennsylvania limited liability company and Does 1-1000, inclusive Docket: 30-2012-00539541 Matter: 728660	BROOKSTONE LAW, PC	4000 MacArthur Blvd, Sutie 1110	Newport Beach	CA	92660		General Litigation - Origination - Mortgage		X	X	X	Unknown
City of Cleveland v. Deutsche Bank Trust Company, GMAC-RFC, et al. (federal case)  City of Cleveland v. JP Morgan Chase Bank NA, GMAC Mortgage LLC, Residential Capital LLC, et al. (state case) Docket: 1:08-CV-00139 Matter: 687238	Cohen Rosenthal & Kramer, LLP	The Hoyt Block Bldg., Suite 400 700 W. St. Clair Avenue	Cleveland	OH	44113		General Litigation - Servicing Mortgage		X	X	X	Unknown
Robert Kanagaki, an individual; Ahmed Moujahid, an individual; Jess Pannell, an individual; Ronald Spataccino, an individual; Joanne Stanphill, an individual; John Stanphill, an individual; Troy Turner, an individual; Meta Turner, an individual; Peter Vamvakas, an individual; Patricia Young, an individual v. Ally Financial Inc; Residential Capital LLC; GMAC Mortgage LLC; and Does 1-XX, inclusive Docket: YC066431; 2:12-cv-03955 Matter: 726999	UFAN LEGAL GROUP PC	1490 STONE POINT DR; STE 100	ROSEVILLE	CA	95661		General Litigation - Servicing Mortgage		X	X	X	Unknown

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 In re: Residential Capital, LLC  
 Case No. 12-12020  
 Schedule F-3  
 General Litigation  
 Creditors Holding Unsecured Claims

Creditor's Name	Address 1	Address 2	City	State	Zip	Co-Debtor	Date claim was incurred and consideration for claim	Subject to setoffs Y/N	Contingent	Unliquidated	Disputed	Total amount of claim
Wendy Alison Nora v. Residential Funding Company LLC, RFC Trust 03 Loan Pool Number RASC2002KSSONF, GMAC-RFC Holding Company LLC, Residential Capital LLC, GMAC Mortgage LLC, Homecomings Financial LLC, GMAC Mortgage Group LLC, Ally Financial, GMAC Financial Services, Cerbrus Capital Management LP, Mortgage Electronic Registration Systems, Inc., Aegis Mortgage Corporation, Gray & Associates, LLP, Jay Pitner, Associate of Gray & Associates LLP, William N. Foshag, associate with Gray & Associates, Bass & Moglowsky SC, Arthur Moglowsky, a shareholder of Bass & Moglowsky SC, David M. Potteiger, Penny M. Gentges, Jeffrey Stephan, employee of GMAC Mortgage, Kenneeth Urgwuadu, a former employee of GMAC Mortgage, Manish Verma, an Employee of GMAC Mortgage, Amy Nelson, a former employee of Residential Funding Company and yet unnamed co-conspirators Docket: 3:10-CV-00748 Matter: 706615	6931 Old Sauk Rd.		Madison	WI	53717		General Litigation - Foreclosure		X	X	X	Unknown
									<b>Total:</b>			<b>Unknown</b>

B6G (Official Form 6G) (12/07)

In re: **Residential Capital, LLC**

**Case No. 12-12020 (MG)**

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser," "Agent," etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m)

Check this box if debtor has no executory contracts or unexpired leases.

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT
See Schedule G Attachment	

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In re: Residential Capital, LLC

Case No. 12-12020

Schedule G

Executory Contracts and Unexpired Leases

Name of other parties to lease or contract	Address 1	Address 2	Address 3	City	State	Zip	Country	Description of contract or lease and nature of debtor's interest. State whether lease is of nonresidential real property. State contract number of any government contract.
20/20 PROMOTION	135 GRAND AVE EAST			SOUTH ST. PAUL	MN	55075		Vendor Agreement or Statement of Work
ADP	SYWARD PLACE PYRCROFT ROAD			CHERTSEY	SURREY	KT16 9JT	GBR	Vendor Agreement or Statement of Work
ALAN KING AND COMPANY INC	12647 ALCOSTA BLVD			SAN RAMON	CA	94583		Vendor Agreement or Statement of Work
Ally Bank	200 Renaissance Center			Detroit	MI	48243		Pledge and Security Agreement dated as of April 25, 2012
Ally Financial	200 Renaissance Center			Detroit	MI	48243		Pledge and Security Agreement dated as of April 25, 2012
Ally Financial Inc	Ally Financial Inc.	440 South Church Street		Charlotte	NC	28202		Loan Security and Borrowing Collateral Agreement
Ally Financial Inc.	1177 Avenue of the Americas	16th Floor		New York	NY	10036		ISDA or Derivative Counterparty Agreement
Ally Financial Inc.	3420 Toringdon Way	Floor 4		Charlotte	NC	28277		Amended and Restated Loan Agreement (Line of Credit Agreement) Dated as of December 30, 2009 by and among Residential Funding Company, LLC, as Borrower, GMAC Mortgage, LLC, as Borrower, Residential Capital, LLC, and certain other affiliates of the borrowers as Guarantors, Ally Financial Inc. (f/k/a GMAC Inc.), as Initial Lender and as Lender Agent, as amended.
Ally Financial Inc.	3420 Toringdon Way	Floor 4		Charlotte	NC	28277		Amended and Restated Loan Agreement (Senior Loan Agreement) Dated as of December 30, 2009 by and among Residential Funding Company, LLC, as borrower, GMAC Mortgage, LLC as borrower, Residential Capital, LLC, and Certain Other Affiliates of the Borrowers as Guarantors, Certain Affiliates of the Borrowers and Guarantors party hereto as Obligors, ALLY FINANCIAL INC. (f/k/a GMAC Inc.), as Initial Lender and as Lender Agent, as amended.
Ally Financial Inc..	200 Renaissance Center			Detroit	MI	48243		Asset Purchase Agreement
Ally Investment Management	200 Renaissance Center			Detroit	MI	48243		Pledge and Security Agreement dated as of April 25, 2012
Ally Investment Management	201 Renaissance Center			Detroit	MI	48244		ISDA Master Agreement
Ally, LLC	8400 Normandale Lake Boulevard Suite 350			Minneapolis	MN	55437		Asset Sale or Purchase Agreement(Dated 01/29/2009)
Andrew Davidson & Co Inc	65 BLEECKER ST.	5TH FLOOR		NEW YORK	NY	10012		Vendor Agreement or Statement of Work
Andrew Davidson & Co., Inc.	1201 24TH ST NW			WASHINGTON	DC	20037-1104		Vendor Agreement or Statement of Work
Andrew Davidson & Co., Inc.	1201 24TH ST NW			WASHINGTON	DC	20037-1104		Vendor Agreement or Statement of Work
Appaloosa Management LP	51 John F. Kennedy Pkwy			Short Hills	NJ	07078		Confidentiality or Non-Disclosure Agreement
Ara Content	701 Fifth Street South			Hopkins	MN	55343		Vendor Agreement or Statement of Work
Aspire Financial Search Inc	220 COMMERCE DR STE 200			FORT WASHINGTON	PA	19034		Vendor Agreement or Statement of Work
Avaya Inc	P.O. BOX 5332			NEW YORK	NY	100875332		Vendor Agreement or Statement of Work
AVAYA INC	P.O. BOX 5332			NEW YORK	NY	100875332		Vendor Agreement or Statement of Work

Name of other parties to lease or contract	Address 1	Address 2	Address 3	City	State	Zip	Country	Description of contract or lease and nature of debtor's interest. State whether lease is of nonresidential real property. State contract number of any government contract.
Avaya Inc.	211 Mt. Airy Road			Basking Ridge	NJ	07920		Confidentiality or Non-Disclosure Agreement
Baer Timberlake Coulson & Cates	6846 SOUTH CANTON, Ste 100			Tulsa	OK	74136		Engagement Letter
Bank of America, N.A.	333 South Hope Street			Los Angeles	CA	90071		Custodial Bank Account Agreement
Barclays Bank Plc	1 Churchill Place			London		E14 5HP	UK	ISDA or Derivative Counterparty Agreement
Barclays Bank PLC	745 7th Avenue			New York	NY	10019		Confidentiality or Non-Disclosure Agreement
Barclays Bank PLC	745 Seventh Avenue			New York	NY	10019		Confidentiality or Non-Disclosure Agreement
Barclays Bank PLC	Barclays Bank PLC	745 7th Avenue, 27th Floor		New York	NY	10119		Loan Security and Borrowing Collateral Agreement
Barclays Capital Inc.	1177 Avenue of the Americas			New York	NY	10036		Confidentiality or Non-Disclosure Agreement
Barclays Capital Inc.	745 Seventh Avenue			New York	NY	10019		Confidentiality or Non-Disclosure Agreement
Bayview Fund Management, LLC	4425 Ponce de Leon Blvd			Coral Gables	FL	33146		Confidentiality or Non-Disclosure Agreement
Berkshire Hathaway Inc.	3555 Farnam Street			Omaha	NE	68131		Confidentiality or Non-Disclosure Agreement
BMMZ Holdings LLC	200 Renaissance Center			Detroit	MI	48243		Asset Purchase Agreement
BORLAND SOFTWARE CORPORATION	PO BOX 39000			SAN FRANCISCO	CA	94139		Vendor Agreement or Statement of Work
Bradley Arant Boult Cummings LLP	One Federal Place	1819 Fifth Avenue North		Birmingham	AL	35203		Engagement Letter
Bryan Cave, LLP	PO BOX 503089			ST LOUIS	MO	63150		Engagement Letter
Buchalter Nemer	1000 Wilshire Boulevard	Suite 1500		Los Angeles	CA	90017-2457		Engagement Letter
Buchalter Nemer	1000 Wilshire Boulevard	Suite 1500		Los Angeles	CA	90017-2457		Engagement Letter
Buckleysandler LLP	1250 24TH Street NW	Suite 700		Washington	DC	20037		Engagement Letter
Business Wire A Corporation	4709 W GOLF ROAD			SKOKIE	IL	60076		Vendor Agreement or Statement of Work
Carpenter Lipps & Leland LLP	280 Plaza	Suite 1300	280 North High Street	Columbus	OH	43215		Engagement Letter
Carpenter Lipps & Leland LLP	280 Plaza, Suite 1300, 280 North High Street			Columbus	OH	43215		Engagement Letter
Carrington Capital Management, LLC	599 West Putnam Avenue			Greenwich	CT	06830		Confidentiality or Non-Disclosure Agreement
CarVal Investors, LLC	12700 Whitewater Drive			Minnetonka	MN	55343		Confidentiality or Non-Disclosure Agreement
Castle Peak Capital Advisors, LLC	12 South Sixth Street	Suite 950		Minneapolis	MN	55402		Confidentiality or Non-Disclosure Agreement
Centerbridge Advisors II, LLC	375 Park Ave.	12 Floor		New York	NY	10152-0002		Confidentiality or Non-Disclosure Agreement
Centerbridge Advisors II, LLC	375 Park Ave.	12 Floor		New York	NY	10152-0002		Confidentiality or Non-Disclosure Agreement

Name of other parties to lease or contract	Address 1	Address 2	Address 3	City	State	Zip	Country	Description of contract or lease and nature of debtor's interest. State whether lease is of nonresidential real property. State contract number of any government contract.
Centerview Partners, LLC	31 West 52nd Street	22nd Floor		New York	NY	10019		Engagement Letter
Cheryl Wago	54-122 Puuowaa Street			Hauula	HI	96717		Vendor Agreement or Statement of Work
Citibank N.A.	390 Greenwich Street	6th Floor		New York	NY	10013		\$1,000,000 committed Line of Credit, dated August 19, 2011, between GMAC Mortgage, LLC and Citibank, N.A. with Residential Capital, LLC as Guarantor
Citibank N.A.	390 Greenwich Street	6th Floor		New York	NY	10013		Amended and Restated Loan and Security Agreement Dated as of June 30, 2010 between GMAC Mortgage, LLC, as Borrower, Residential Capital, LLC, as Guarantor and Citibank, N.A., as Lender, as amended.
Citibank, N.A.	388 Greenwich St			New York	NY	10005		Custodial Bank Account Agreement
Citibank, N.A.	Citibank, N.A.	390 Greenwich Street	6th Floor	New York	NY	10013		Loan Security and Borrowing Collateral Agreement
Citigroup Global Markets Inc.	388 Greenwich Street			New York	NY	10013		Confidentiality or Non-Disclosure Agreement
Citigroup Global Markets Inc.	388 Greenwich Street			New York	NY	10013		Confidentiality or Non-Disclosure Agreement
Cloud, Feehery & Richter	770 E Market St #280			West Chester	NY	19382		Confidentiality or Non-Disclosure Agreement
CMA	700 Troy-Scheneclady Road			Latham	NY	12110		Confidentiality or Non-Disclosure Agreement
CMH Holdings, LLC	c/o Cerberus Real Estate Capital Management, LLC	875 Third Avenue - 12th Floor		New York	NY	10022		Servicing Agreement
Cogent	74 New Montgomery Street, Suite 325			San Francisco	CA	94105		Confidentiality or Non-Disclosure Agreement
Conrad O'Brien PC	1500 Market Street	Centre Square West Towers	Ste 3900	Philadelphia	PA	19102		Engagement Letter
CSI Leasing Inc	PO BOX 775485	ATTN ACCTS RECEIVABLE		ST LOUIS	MO	63177-5485		Vendor Agreement or Statement of Work
Cue Inc	430 North First Avenue			Minneapolis	MN	55401		Vendor Agreement or Statement of Work
Curtis Mallet Prevost Colt & Mosle LLP	101 Park Ave.			New York	NY	10178		Engagement Letter
Davidson Kempner Capital Management LLC	65 East 55th Street	20th Floor		New York	NY	10022		Confidentiality or Non-Disclosure Agreement
DBRS Inc	181 UNIVERSITY AVENUE			TORONTO	ON	M5H 3N7	CAN	Vendor Agreement or Statement of Work
Deutsche Bank AG	Taunusanlage 12	60325 AM Main		Frankfurt			Germany	ISDA or Derivative Counterparty Agreement
Deutsche Bank Trust Company Americas	25 De Forest Ave			Summit	NJ	07901		Deutsche Bank Trust Company Americas \$1,250,000,000 Aggregate 8.500% Senior Unsecured Notes due June 2012, as amended
Deutsche Bank Trust Company Americas	25 De Forest Ave			Summit	NJ	07901		Deutsche Bank Trust Company Americas \$1,750,000,000 Aggregate 8.500% Senior Unsecured Notes due April 2013, as amended

Name of other parties to lease or contract	Address 1	Address 2	Address 3	City	State	Zip	Country	Description of contract or lease and nature of debtor's interest. State whether lease is of nonresidential real property. State contract number of any government contract.
Deutsche Bank Trust Company Americas	25 De Forest Ave			Summit	NJ	07901		Deutsche Bank Trust Company Americas \$250,000,000 Aggregate 8.875% Senior Unsecured Notes due June 2015, as amended
Deutsche Bank Trust Company Americas	25 De Forest Ave			Summit	NJ	07901		Deutsche Bank Trust Company Americas £400,000,000 Aggregate Principal Amount of 8.375% Notes due May 2013 [2], as amended
Deutsche Bank Trust Company Americas	25 De Forest Ave			Summit	NJ	07901		Deutsche Bank Trust Company Americas £400,000,000 Aggregate Principal Amount of 9.875% Notes due July 2014 [2], as amended
Deutsche Bank Trust Company Americas	25 De Forest Ave			Summit	NJ	07901		Deutsche Bank Trust Company Americas €750,000,000 Aggregate Principal Amount of 7.125% Notes due May 2012 [1], as amended
DIMENSION DATA	PO BOX 403667			ATLANTA	GA	30384-3667		Confidentiality or Non-Disclosure Agreement
DLJ Mortgage Capital, Inc.	Eleven Madison Avenue			New York	NY	10010		Confidentiality or Non-Disclosure Agreement
Dorsey & Whitney LLP	50 South Sixth Street	Suite 1500		Minneapolis	MN	55402-1498		Engagement Letter
Dray Dyekman Reed & Healey PC	204 East 22nd Steet			Cheyenne	WY	82001-3799		Engagement Letter
Dykema Gossett PLLC	400 RENAISSANCE CENTER			DETROIT	MI	48243		Engagement Letter
EMC Corporation	PO Box 777			Philadelphia	PA	19175-3550		Confidentiality or Non-Disclosure Agreement
Executive Search Partners LLC	P O BOX 2827			HICKORY	NC	28602		Vendor Agreement or Statement of Work
Experian Information Solutions Inc	475 Anton Boulevard			Costa Mesa	CA	92626		Vendor Agreement or Statement of Work
Federal Reserve Board	20th Street and Constitution Avenue, NW			Washington	DC	20551		Consent Order
FiServ Solutions, Inc.	31 Inwood Road			Rocky Hill	CT	06067		Confidentiality or Non-Disclosure Agreement
Five Mile Capital Partners LLC	Three Stamford Plaza	301 Tresser Boulevard	12th floor	Stamford	CT	06901		Confidentiality or Non-Disclosure Agreement
Fortress Investment Group LLC	1345 Avenue of the Americas	46th Floor		New York	NY	10105		Confidentiality or Non-Disclosure Agreement
FTI Consulting, Inc.	214 North Tryon Street	Suite 1900		Charlotte	NC	28202		Engagement Letter
GMAC Mortgage Group LLC	1100 Virginia Drive			Fort Washington	PA	19034		Tax Sharing Agreement
GMAC Mortgage Group, LLC	1100 Virginia Drive			Fort Washington	PA	19034		Pledge and Security Agreement dated as of April 25, 2012
GMAC Residential Holding Corp.	3993 Howard Hughes Parkway, Suite 250			Las Vegas	NV	89169		Intercompany Agreement
GMAC-RFC Investments BV	Prinses Margrietplnts 92			The Hague		2595 BR	Netherlands	Asset Sale or Purchase Agreement(Dated 09/21/2009)
Hewlett-Packard Corporation	13207 COLLECTIONS CENTER DR			CHICAGO	IL	60693		Vendor Agreement or Statement of Work
Houlihan Lokey Capital Inc.	123 N. Wacker Drive	4th Floor		Chicago	IL	60606		Confidentiality or Non-Disclosure Agreement

Name of other parties to lease or contract	Address 1	Address 2	Address 3	City	State	Zip	Country	Description of contract or lease and nature of debtor's interest. State whether lease is of nonresidential real property. State contract number of any government contract.
HP ENTERPRISE SERVICES LLC	PO BOX 281935			ATLANTA	GA	30384		Vendor Agreement or Statement of Work
Hunton & Williams	951 E. Byrd Street	Riverfront Plaza - East Tower		Richmond	VA	23219		Engagement Letter
IBM Corporation	1 New Orchard Road			Armonk	NY	10504-1722		Confidentiality or Non-Disclosure Agreement
IBM CORPORATION	PO BOX 534151			ATLANTA	GA	30353		Vendor Agreement or Statement of Work
iComply Incorporated	5185 MacArthur Boulevard, N.W.,			Washington	DC	20016		Vendor Agreement or Statement of Work
INFORMATICA CORPORATION	100 Cardinal Way			Redwood City	CA	94063		Vendor Agreement or Statement of Work
INOVA SOLUTIONS	110 AVON ST			Charlottesville	VA	22902		Vendor Agreement or Statement of Work
IPC SYSTEMS INC	PO BOX 35634			NEWARK	NJ	07193-5634		Vendor Agreement or Statement of Work
IronPort Systems Inc	1100 Grundy Lane, Suite 100			San Bruno	CA	94066		Vendor Agreement or Statement of Work
J.C. Flowers & Co. LLC	717 Fifth Avenue	26th Floor		New York	NY	10022		Confidentiality or Non-Disclosure Agreement
JP Morgan Chase Bank, N.A.	3rd First National Plaza			Chicago	IL	60602		Custodial Bank Account Agreement
Kana Software Inc	181 CONSTITUTION DR			MENLO PARK	CA	94025		Vendor Agreement or Statement of Work
KPMG LLP	Three Chestnut Ridge Road			Montvale	NJ	07645-0435		Confidentiality or Non-Disclosure Agreement
Kurtzman Carson Consultants LLC	2335 Alaska Ave.			El Segundo	CA	90245		Engagement Letter
Landor LLC	1001 FRONT STREET			SAN FRANCISCO	CA	94111		Vendor Agreement or Statement of Work
Leucadia National Corporation	Corporate Office	315 Park Ave South		New York	NY	10010		Confidentiality or Non-Disclosure Agreement
LIVEPERSON INC	475 TENTH AVENUE			NEW YORK	NY	10018		Confidentiality or Non-Disclosure Agreement
Locke Lord Bissell & Liddell LLP	P O Box 201072			HOUSTON	TX	77216-1072		Engagement Letter
Lone Star U.S. Acquisitions, LLC	2711 N. Haskell Avenue	Suite 1700		Dallas	TX	75204		Confidentiality or Non-Disclosure Agreement
LPS Portfolio Solutions, LLC	601 Riverside Ave., Building 5, 2nd Floor			Jacksonville	FL	32204		Confidentiality or Non-Disclosure Agreement
Mariner Systems Inc	575 MARKET ST	40TH FLOOR		SAN FRANCISCO	CA	94105-2854		Vendor Agreement or Statement of Work
MARSYS	575 Market Street, 40th Floor			San Francisco	CA	94105		Confidentiality or Non-Disclosure Agreement
MHPool Holdings, LLC	c/o Cerberus Real Estate Capital Management, LLC	875 Third Avenue - 12th Floor		New York	NY	10022		Servicing Agreement
Micro-Tel Center	3700 HOLCOMB BRIDGE ROAD			Norcross	GA	30092		Vendor Agreement or Statement of Work
Mildred J Billings	9120 US Highway #36			Lyons	CO	80540		Vendor Agreement or Statement of Work



								Description of contract or lease and nature of debtor's interest. State whether lease is of nonresidential real property. State contract number of any government contract.
Name of other parties to lease or contract	Address 1	Address 2	Address 3	City	State	Zip	Country	
Monex Casa de Bolsa S.A. de C.V.	Paseo de la Reforma #284 Piso 14			Col. Juárez	Del. Cuauhtémoc	C.P.06600	Mexico	\$5,000,000,000 Dual Program Revolvente of Certificates Stock-Exchange, Dated as of June 14, 2007, between Monex Casa de Bolsa S.A. de C.V. and the full and unconditional guarantee from Residential Capital Corporation (ResCap), GMAC Residential Holding Corporation, GMAC Mortgage Corporation, GMAC-RFC Holding Corp., Residential Funding Corporation and Homecomings Financial Network, Inc.
MOODY'S INVESTORS SERVICE	PO BOX 102597			ATLANTA	GA	30368-0597		Vendor Agreement or Statement of Work
Morgan Stanley & Co. LLC	1585 Broadway			New York	NY	10036		Confidentiality or Non-Disclosure Agreement
MORNINGSTAR INC	2668 PAYSHPERE CIRCLE			CHICAGO	IL	60674		Vendor Agreement or Statement of Work
Morrison & Foerster LLP	425 Market Street	33rd Floor		San Francisco	CA	94104		Engagement Letter
Morrison Cohen LLP	909 Third Avenue			New York	NY	10022		Engagement Letter
MTM TECHNOLOGIES INC	PO BOX 27986			NEW YORK	NY	10087-7986		Vendor Agreement or Statement of Work
Nationstar Mortgage LLC	350 Highland Drive			Lewisville	TX	75067		Asset Purchase Agreement
NGSSoftware US	1119 Pacific Avenue, Suite 1200			Tacoma	WA	98402		Vendor Agreement or Statement of Work
Office of the Attorney General AK	PO Box 110300			Juneau	AK	99811-0300		Department of Justice Settlement
Office of the Attorney General AL	500 Dexter Ave			Montgomery	AL	36130		Department of Justice Settlement
Office of the Attorney General AR	323 Center St Ste 200			Little Rock	AR	72201		Department of Justice Settlement
Office of the Attorney General AZ	1275 W Washington St			Phoenix	AZ	85007		Department of Justice Settlement
Office of the Attorney General CA	455 Golden Gate Ste 11000			San Francisco	CA	94102-7004		Department of Justice Settlement
Office of the Attorney General CO	1525 Sherman St 7th Fl			Denver	CO	80203		Department of Justice Settlement
Office of the Attorney General CT	55 Elm St			Hartford	CT	06106		Department of Justice Settlement
Office of the Attorney General DC	441 4th St NW Ste 1145S			Washington	DC	20001		Department of Justice Settlement
Office of the Attorney General DE	Carvel State Office Bldg	820 N French St		Wilmington	DE	19801		Department of Justice Settlement
Office of the Attorney General FL	The Capitol PL 01			Tallahassee	FL	32399-1050		Department of Justice Settlement
Office of the Attorney General GA	40 Capitol Sq SW			Atlanta	GA	30334		Department of Justice Settlement
Office of the Attorney General HI	425 Queen St			Honolulu	HI	96813		Department of Justice Settlement
Office of the Attorney General IA	1305 E Walnut St			Des Moines	IA	50319		Department of Justice Settlement
Office of the Attorney General ID	700 W State St	PO Box 83720		Boise	ID	83720-0010		Department of Justice Settlement

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In re: Residential Capital, LLC

Case No. 12-12020

Schedule G

Executory Contracts and Unexpired Leases

Name of other parties to lease or contract	Address 1	Address 2	Address 3	City	State	Zip	Country	Description of contract or lease and nature of debtor's interest. State whether lease is of nonresidential real property. State contract number of any government contract.
Office of the Attorney General IL	100 W Randolph St			Chicago	IL	60601		Department of Justice Settlement
Office of the Attorney General IN	Indiana Government Center South	302 W Washington St		Indianapolis	IN	46204		Department of Justice Settlement
Office of the Attorney General KS	Memorial Hall 2nd Fl	120 SW 10th St		Topeka	KS	66612		Department of Justice Settlement
Office of the Attorney General KY	700 Capitol Ave Ste 118			Frankfort	KY	40601		Department of Justice Settlement
Office of the Attorney General LA	PO Box 94005			Baton Rouge	LA	70804		Department of Justice Settlement
Office of the Attorney General MA	One Ashburton Place			Boston	MA	02108		Department of Justice Settlement
Office of the Attorney General MD	200 St Paul Place			Baltimore	MD	21202		Department of Justice Settlement
Office of the Attorney General ME	6 State House Station			Augusta	ME	04333		Department of Justice Settlement
Office of the Attorney General MI	G Menne Williams Bldg 7th Fl	525 W Ottawa St	PO Box 30212	Lansing	MI	48909		Department of Justice Settlement
Office of the Attorney General MN	1400 Bremer Tower	445 Minnesota St		St Paul	MN	55101		Department of Justice Settlement
Office of the Attorney General MO	Supreme Court Building	207 W High St	PO Box 899	Jefferson City	MO	65102		Department of Justice Settlement
Office of the Attorney General MS	Walters Sillers Building	550 High St Ste 1200		Jackson	MS	39201		Department of Justice Settlement
Office of the Attorney General MT	Department of Justice	PO Box 201401		Helena	MT	59620-1401		Department of Justice Settlement
Office of the Attorney General NC	9001 Mail Service Center			Raleigh	NC	27699-9001		Department of Justice Settlement
Office of the Attorney General ND	State Capitol	600 E Boulevard Ave Dept 125		Bismarck	ND	58505		Department of Justice Settlement
Office of the Attorney General NE	2115 State Capitol			Lincoln	NE	68509		Department of Justice Settlement
Office of the Attorney General NH	33 Capitol St			Concord	NH	03301		Department of Justice Settlement
Office of the Attorney General NJ	PO Box 080			Trenton	NJ	08625-0080		Department of Justice Settlement
Office of the Attorney General NM	PO Drawer 1508			Santa Fe	NM	87504-1508		Department of Justice Settlement
Office of the Attorney General NV	100 N Carson St			Carson City	NV	89701-4717		Department of Justice Settlement
Office of the Attorney General NY	120 Broadway			New York	NY	10271-0332		Department of Justice Settlement
Office of the Attorney General OH	30 E Broad St 17th Fl			Columbus	OH	43215		Department of Justice Settlement
Office of the Attorney General OK	313 NE 21st St			Oklahoma City	OK	73105		Department of Justice Settlement
Office of the Attorney General OR	Oregon Dept of Justice	1162 Court St NE		Salem	OR	97301-4096		Department of Justice Settlement
Office of the Attorney General PA	16th Fl Strawberry Sq			Harrisburg	PA	17120		Department of Justice Settlement
Office of the Attorney General RI	150 S Main St			Providence	RI	02903		Department of Justice Settlement

Name of other parties to lease or contract	Address 1	Address 2	Address 3	City	State	Zip	Country	Description of contract or lease and nature of debtor's interest. State whether lease is of nonresidential real property. State contract number of any government contract.
Office of the Attorney General SC	PO Box 11549			Columbia	SC	29211		Department of Justice Settlement
Office of the Attorney General SD	1302 E Hwy 14 Ste 1			Pierre	SD	57501-8501		Department of Justice Settlement
Office of the Attorney General TN	PO Box 20207			Nashville	TN	37202-0207		Department of Justice Settlement
Office of the Attorney General TX	PO Box 12548			Austin	TX	78711-2548		Department of Justice Settlement
Office of the Attorney General UT	PO Box 142320			Salt Lake City	UT	84114-2320		Department of Justice Settlement
Office of the Attorney General VA	900 E Main St			Richmond	VA	23219		Department of Justice Settlement
Office of the Attorney General VT	109 State St			Montpelier	VT	05609-1001		Department of Justice Settlement
Office of the Attorney General WA	1125 Washington St SE	PO Box 40100		Olympia	WA	98504-0100		Department of Justice Settlement
Office of the Attorney General WI	PO Box 7857			Madison	WI	53707-7857		Department of Justice Settlement
Office of the Attorney General WV	State Capital Complex	Bldg 1 Rm E 26		Charleston	WV	25305		Department of Justice Settlement
Office of the Attorney General WY	123 Capitol Bldg	200 W 24th St		Cheyenne	WY	82002		Department of Justice Settlement
One William Street Capital Management, L.P.	1271 Avenue of the Americas			New York	NY	10020		Confidentiality or Non-Disclosure Agreement
ORACLE CORPORATION	PO BOX 71028			CHICAGO	IL	60694-1028		Confidentiality or Non-Disclosure Agreement
Orrick, Herrington & Sutcliffe LLP	Global Operations Center	2121 Main Street		Wheeling	WV	26003		Engagement Letter
Pacioli Companies Inc	200 S 6th St Ste 760			Minneapolis	MN	55402-1410		Vendor Agreement or Statement of Work
Paulson & Co. Inc.	1251 Avenue of the Americas	50th Floor		New York	NY	10020		Confidentiality or Non-Disclosure Agreement
Penwater Capital Management LP	227 W Monroe	Suite 4000		Chicago	IL	60606-5099		Confidentiality or Non-Disclosure Agreement
Pepper Hamilton LLP	3000 Two Logan Square 18th and Arch Streets			Philadelphia	PA	19103		Engagement Letter
PNMAC Capital Management, LLC	6101 Condor Drive			Moorpark	CA	93021		Confidentiality or Non-Disclosure Agreement
PricewaterhouseCoopers LLP	300 Madison Ave			New York	NY	10017		2009 audit info to NSM
QUANTITATIVE RISK MANAGEMENT I	181 West Madison St 41st Fl			Chicago	IL	60602		Vendor Agreement or Statement of Work
Quicken Loans Inc.	1050 Woodward Avenue			Detroit	MI	48226		Confidentiality or Non-Disclosure Agreement
Ranieri Partners Management LLC	650 Madison Avenue	19th Floor		New York	NY	10022		Confidentiality or Non-Disclosure Agreement
RBS Financial Products Inc.	600 Washington Boulevard			Stamford	CT	06901		Confidentiality or Non-Disclosure Agreement
Reed Smith LLP	1650 MARKET STREET	2500 LIBERTY PLACE		Philadelphia	PA	19103		Engagement Letter
Residential Funding Company, LLC	8400 Normandale Lake Boulevard, Suite 350			Minneapolis	MN	55437		Intercompany Agreement

Name of other parties to lease or contract	Address 1	Address 2	Address 3	City	State	Zip	Country	Description of contract or lease and nature of debtor's interest. State whether lease is of nonresidential real property. State contract number of any government contract.
Roosevelt Management Company LLC	1540 Broadway	Suite 1500		New York	NY	10036		Confidentiality or Non-Disclosure Agreement
Rsa Security Inc	1040 Avenue of the Americas			New York	NY	10087		Vendor Agreement or Statement of Work
RSA Security Inc.	174 Middlesex Tpke			Bedford	MA	01730		Vendor Agreement or Statement of Work
RSA Security Inc.	174 Middlesex Tpke			Bedford	MA	01730		Vendor Agreement or Statement of Work
RSA Security Inc.	174 Middlesex Tpke			Bedford	MA	01730		Vendor Agreement or Statement of Work
Rubenstein Public Relations, Inc.	1345 Avenue of the Americas	30th Floor		New York	NY	10105		Engagement Letter
Sandler O'Neill & Partners, L.P.	1251 Avenue of the Americas	6th Floor		New York	NY	10020		Confidentiality or Non-Disclosure Agreement
Sands Anderson PC	1111 E Main Street			Richmond	VA	23219-3555		Engagement Letter
Severson & Werson PC	ONE EMBARCADERO CENTER			San Francisco	CA	94111		Engagement Letter
SHARED SOLUTIONS AND SERVICES INC	P O BOX 1521			MINNEAPOLIS	MN	55480-1521		Vendor Agreement or Statement of Work
SHI (SOFTWARE HOUSE INTERNATIONAL)	PO BOX 8500-41155			PHILADELPHIA	PA	19178		Vendor Agreement or Statement of Work
Silver Point Finance, LLC	Two Greenwich Plaza			Greenwich	CT	06830		Confidentiality or Non-Disclosure Agreement
Sprint	900 Springmill Road			Mansfield	OH	44906		Confidentiality or Non-Disclosure Agreement
STANDARD & POOR'S FINANCIAL SERVICE	2542 COLLECTION CENTER DRIVE			CHICAGO	IL	60693		Vendor Agreement or Statement of Work
Sykes Enterprises, Incorporated	400 N. Ashley Dr. Ste. 2800			Tampa	FL	33602		Confidentiality or Non-Disclosure Agreement
SYNAPTIK GROUP LLC	10 TIMBER GREEN COURT			MEDFORD	NJ	08055		Confidentiality or Non-Disclosure Agreement
TEMPLEBELLS TECHNOLOGY SERVICES INC	8609 LYNDAL AVE S			BLOOMINGTON	MN	55420		Confidentiality or Non-Disclosure Agreement
Trans Union LLC	PO Box 3227	Commerce Crt.		Toronto	ON	M5L 1K1	CAN	Vendor Agreement or Statement of Work
Trillis Pendleton	St. 528 Blk. 197 #1, Villa Carolina			Carolina	PR	00985		Vendor Agreement or Statement of Work
Troutman Sanders LLP	Troutman Sanders LLP P.O Box 933652			Atlanta	GA	31193-3652		Engagement Letter
TWTC	10475 Park Meadows Drive			Littleton	CO	80124		Confidentiality or Non-Disclosure Agreement
U.S. Bank National Association	50 South 16th Street	Suite 2000		Philadelphia	PA	19102		Indenture dated as of June 6, 2008 among Residential Capital LLC, a Delaware corporation, each of the Guarantors and U.S. Bank National Association. 9.625% Junior Secured Guaranteed Notes, as amended.
U.S. Bank National Association	60 Livingston Avenue	Corporate Trust Services		St. Paul	MN	55107		Confidentiality or Non-Disclosure Agreement
United States of America	555 4th Street			Washington	DC	20530-0001		Department of Justice Settlement
VERIZON BUSINESS SERVICES INC	P.O. BOX 371355			PITTSBURG	PA	15250-7355		Vendor Agreement or Statement of Work

Name of other parties to lease or contract	Address 1	Address 2	Address 3	City	State	Zip	Country	Description of contract or lease and nature of debtor's interest. State whether lease is of nonresidential real property. State contract number of any government contract.
VERIZON BUSINESS SERVICES INC	PO BOX NO 371322			PLATTSBURGH	PA	15250		Confidentiality or Non-Disclosure Agreement
Verizon Select Services Inc	P.O. BOX 371355			PITTSBURG	PA	15250-7355		Vendor Agreement or Statement of Work
Verizon Select Services Inc	P.O. BOX 371355			PITTSBURG	PA	15250-7355		Vendor Agreement or Statement of Work
Walter Investment Management Corp.	3000 Bayport Drive,	Suite 1100		Tampa	FL	33607		Confidentiality or Non-Disclosure Agreement
Wells Fargo f/k/a Wachovia Bank	333 Market Street	3rd Floor		San Francisco	CA	94105		Custodial Bank Account Agreement
Western Portfolio Analytics and Trading LLC DBA Westpat LLC	5023 PARKWAY CALABASAS,2ND FLOOR			CALABASAS	CA	91302		Vendor Agreement or Statement of Work
White & Case LLP	1155 Avenue of the Americas			New York	NY	10036-2787		Confidentiality or Non-Disclosure Agreement
White & Case LLP [New York]	1155 Avenue of the Americas			New York	NY	10036		Engagement Letter
William S. Lyons Jr.; WL Family Trust; WL Family Partners, LLLP; WRL Family Partners, LLLP; WRL Family Trust; Shone I, LLC	Robert W. Hatch II	Hatch Jacobs LLC	950 Seventeenth St., Ste 1700	Denver	CO	80202		Settlement Agreement
William S. Lyons Jr.; WL Family Trust; WL Family Partners, LLLP; WRL Family Partners, LLLP; WRL Family Trust; Shone I, LLC	William S. Lyon's Jr.	7853 East Arapahoe Rd., Ste 1000		Centennial	CO	80112		Settlement Agreement

B6H (Official Form 6H) (12/07)

In re: Residential Capital, LLC

Case No. 12-12020 (MG)

### SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight-year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. Bankr. P. 1007(m)

Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
See Schedule H Attachment	

## In re: Residential Capital, LLC

Case No. 12-12020

Schedule H

Codebtors

Name and address of codebtor	Name of creditor	Address
Equity Investments I, LLC 8400 Normandale Lake Boulevard Suite 350 Minneapolis, MN 55437	Amended and Restated Loan Agreement (Line of Credit Agreement) Dated as of December 30, 2009 by and among Residential Funding Company, LLC, as Borrower, GMAC Mortgage, LLC, as Borrower, Residential Capital, LLC, and certain other affiliates of the borrowers as Guarantors, Ally Financial Inc. (f/k/a GMAC Inc.), as Initial Lender and as Lender Agent, as amended.	3420 Toringdon Way Floor 4 Charlotte, NC 28277
GMAC – RFC Holding Company, LLC 8400 Normandale Lake Boulevard Suite 350 Minneapolis, MN 55437	£400,000,000 Aggregate Principal Amount of 8.375% Notes due May 2013 (GBP Spot Rate of 1.6069), as amended	25 De Forest Ave Summit, NJ 07901
GMAC – RFC Holding Company, LLC 8400 Normandale Lake Boulevard Suite 350 Minneapolis, MN 55437	£400,000,000 Aggregate Principal Amount of 9.875% Notes due July 2014 (GBP Spot Rate of 1.6069), as amended	25 De Forest Ave Summit, NJ 07901
GMAC – RFC Holding Company, LLC 8400 Normandale Lake Boulevard Suite 350 Minneapolis, MN 55437	€750,000,000 Aggregate Principal Amount of 7.125% Notes due May 2012 (Euro Spot Rate of 1.2917), as amended	25 De Forest Ave Summit, NJ 07901
GMAC – RFC Holding Company, LLC 8400 Normandale Lake Boulevard Suite 350 Minneapolis, MN 55437	Amended and Restated Loan Agreement (Line of Credit Agreement) Dated as of December 30, 2009 by and among Residential Funding Company, LLC, as Borrower, GMAC Mortgage, LLC, as Borrower, Residential Capital, LLC, and certain other affiliates of the borrowers as Guarantors, Ally Financial Inc. (f/k/a GMAC Inc.), as Initial Lender and as Lender Agent, as amended.	3420 Toringdon Way Floor 4 Charlotte, NC 28277
GMAC – RFC Holding Company, LLC 8400 Normandale Lake Boulevard Suite 350 Minneapolis, MN 55437	Amended and Restated Loan Agreement (Senior Loan Agreement) Dated as of December 30, 2009 by and among Residential Funding Company, LLC, as borrower, GMAC Mortgage, LLC as borrower, Residential Capital, LLC, and Certain Other Affiliates of the Borrowers as Guarantors, Certain Affiliates of the Borrowers and Guarantors party hereto as Obligors, ALLY FINANCIAL INC. (f/k/a GMAC Inc.), as Initial Lender and as Lender Agent, as amended.	3420 Toringdon Way Floor 4 Charlotte, NC 28277
GMAC – RFC Holding Company, LLC 8400 Normandale Lake Boulevard Suite 350 Minneapolis, MN 55437	Deutsche Bank Trust Company Americas \$1,250,000,000 Aggregate 8.500% Senior Unsecured Notes due June 2012, as amended	25 De Forest Ave Summit, NJ 07901
GMAC – RFC Holding Company, LLC 8400 Normandale Lake Boulevard Suite 350 Minneapolis, MN 55437	Deutsche Bank Trust Company Americas \$1,750,000,000 Aggregate 8.500% Senior Unsecured Notes due April 2013, as amended	25 De Forest Ave Summit, NJ 07901

## In re: Residential Capital, LLC

## Case No. 12-12020

Schedule H

Codebtors

Name and address of codebtor	Name of creditor	Address
GMAC – RFC Holding Company, LLC 8400 Normandale Lake Boulevard Suite 350 Minneapolis, MN 55437	Deutsche Bank Trust Company Americas \$250,000,000 Aggregate 8.875% Senior Unsecured Notes due June 2015, as amended	25 De Forest Ave Summit, NJ 07901
GMAC – RFC Holding Company, LLC 8400 Normandale Lake Boulevard Suite 350 Minneapolis, MN 55437	Indenture dated as of June 6, 2008 among Residential Capital, LLC, a Delaware corporation, each of the Guarantors and U.S. Bank National Association. 9.625% Junior Secured Guaranteed Notes, as amended.	50 South 16 th Street Suite 2000 Philadelphia, PA 19102
GMAC Mortgage, LLC 1100 Virginia Drive Fort Washington, PA 19034	£400,000,000 Aggregate Principal Amount of 8.375% Notes due May 2013 (GBP Spot Rate of 1.6069), as amended	25 De Forest Ave Summit, NJ 07901
GMAC Mortgage, LLC 1100 Virginia Drive Fort Washington, PA 19034	£400,000,000 Aggregate Principal Amount of 9.875% Notes due July 2014 (GBP Spot Rate of 1.6069), as amended	25 De Forest Ave Summit, NJ 07901
GMAC Mortgage, LLC 1100 Virginia Drive Fort Washington, PA 19034	€750,000,000 Aggregate Principal Amount of 7.125% Notes due May 2012 (Euro Spot Rate of 1.2917), as amended	25 De Forest Ave Summit, NJ 07901
GMAC Mortgage, LLC 1100 Virginia Drive Fort Washington, PA 19034	Amended and Restated Loan Agreement (Line of Credit Agreement) Dated as of December 30, 2009 by and among Residential Funding Company, LLC, as Borrower, GMAC Mortgage, LLC, as Borrower, Residential Capital, LLC, and certain other affiliates of the borrowers as Guarantors, Ally Financial Inc. (f/k/a GMAC Inc.), as Initial Lender and as Lender Agent, as amended.	3420 Toringdon Way Floor 4 Charlotte, NC 28277
GMAC Mortgage, LLC 1100 Virginia Drive Fort Washington, PA 19034	Amended and Restated Loan Agreement (Senior Loan Agreement) Dated as of December 30, 2009 by and among Residential Funding Company, LLC, as borrower, GMAC Mortgage, LLC as borrower, Residential Capital, LLC, and Certain Other Affiliates of the Borrowers as Guarantors, Certain Affiliates of the Borrowers and Guarantors party hereto as Obligors, ALLY FINANCIAL INC. (f/k/a GMAC Inc.), as Initial Lender and as Lender Agent, as amended.	3420 Toringdon Way Floor 4 Charlotte, NC 28277
GMAC Mortgage, LLC 1100 Virginia Drive Fort Washington, PA 19034	Amended and Restated Loan and Security Agreement Dated as of June 30, 2010 between GMAC Mortgage, LLC, as Borrower, Residential Capital, LLC, as Guarantor and CitiBank, N.A., as Lender, as amended.	390 Greenwich Street 6th Floor New York, NY 10013
GMAC Mortgage, LLC 1100 Virginia Drive Fort Washington, PA 19034	Deutsche Bank Trust Company Americas \$1,250,000,000 Aggregate 8.500% Senior Unsecured Notes due June 2012, as amended	25 De Forest Ave Summit, NJ 07901



## In re: Residential Capital, LLC

## Case No. 12-12020

Schedule H

Codebtors

Name and address of codebtor	Name of creditor	Address
GMAC Mortgage, LLC 1100 Virginia Drive Fort Washington, PA 19034	Deutsche Bank Trust Company Americas \$1,750,000,000 Aggregate 8.500% Senior Unsecured Notes due April 2013, as amended	25 De Forest Ave Summit, NJ 07901
GMAC Mortgage, LLC 1100 Virginia Drive Fort Washington, PA 19034	Deutsche Bank Trust Company Americas \$250,000,000 Aggregate 8.875% Senior Unsecured Notes due June 2015, as amended	25 De Forest Ave Summit, NJ 07901
GMAC Mortgage, LLC 1100 Virginia Drive Fort Washington, PA 19034	Indenture dated as of June 6, 2008 among Residential Capital, LLC, a Delaware corporation, each of the Guarantors and U.S. Bank National Association. 9.625% Junior Secured Guaranteed Notes, as amended.	50 South 16 th Street Suite 2000 Philadelphia, PA 19102
GMAC Residential Holding Company, LLC 3993 Howard Hughes Parkway Suite 250 Las Vegas, NV 89169	£400,000,000 Aggregate Principal Amount of 8.375% Notes due May 2013 (GBP Spot Rate of 1.6069), as amended	25 De Forest Ave Summit, NJ 07901
GMAC Residential Holding Company, LLC 3993 Howard Hughes Parkway Suite 250 Las Vegas, NV 89169	£400,000,000 Aggregate Principal Amount of 9.875% Notes due July 2014 (GBP Spot Rate of 1.6069), as amended	25 De Forest Ave Summit, NJ 07901
GMAC Residential Holding Company, LLC 3993 Howard Hughes Parkway Suite 250 Las Vegas, NV 89169	€750,000,000 Aggregate Principal Amount of 7.125% Notes due May 2012 (Euro Spot Rate of 1.2917), as amended	25 De Forest Ave Summit, NJ 07901
GMAC Residential Holding Company, LLC 3993 Howard Hughes Parkway Suite 250 Las Vegas, NV 89169	Amended and Restated Loan Agreement (Line of Credit Agreement) Dated as of December 30, 2009 by and among Residential Funding Company, LLC, as Borrower, GMAC Mortgage, LLC, as Borrower, Residential Capital, LLC, and certain other affiliates of the borrowers as Guarantors, Ally Financial Inc. (f/k/a GMAC Inc.), as Initial Lender and as Lender Agent, as amended.	3420 Toringdon Way Floor 4 Charlotte, NC 28277
GMAC Residential Holding Company, LLC 3993 Howard Hughes Parkway Suite 250 Las Vegas, NV 89169	Amended and Restated Loan Agreement (Senior Loan Agreement) Dated as of December 30, 2009 by and among Residential Funding Company, LLC, as borrower, GMAC Mortgage, LLC as borrower, Residential Capital, LLC, and Certain Other Affiliates of the Borrowers as Guarantors, Certain Affiliates of the Borrowers and Guarantors party hereto as Obligors, ALLY FINANCIAL INC. (f/k/a GMAC Inc.), as Initial Lender and as Lender Agent, as amended.	3420 Toringdon Way Floor 4 Charlotte, NC 28277
GMAC Residential Holding Company, LLC 3993 Howard Hughes Parkway Suite 250 Las Vegas, NV 89169	Deutsche Bank Trust Company Americas \$1,250,000,000 Aggregate 8.500% Senior Unsecured Notes due June 2012, as amended	25 De Forest Ave Summit, NJ 07901

## In re: Residential Capital, LLC

## Case No. 12-12020

Schedule H

Codebtors

Name and address of codebtor	Name of creditor	Address
GMAC Residential Holding Company, LLC 3993 Howard Hughes Parkway Suite 250 Las Vegas, NV 89169	Deutsche Bank Trust Company Americas \$1,750,000,000 Aggregate 8.500% Senior Unsecured Notes due April 2013, as amended	25 De Forest Ave Summit, NJ 07901
GMAC Residential Holding Company, LLC 3993 Howard Hughes Parkway Suite 250 Las Vegas, NV 89169	Deutsche Bank Trust Company Americas \$250,000,000 Aggregate 8.875% Senior Unsecured Notes due June 2015, as amended	25 De Forest Ave Summit, NJ 07901
GMAC Residential Holding Company, LLC 3993 Howard Hughes Parkway Suite 250 Las Vegas, NV 89169	Indenture dated as of June 6, 2008 among Residential Capital, LLC, a Delaware corporation, each of the Guarantors and U.S. Bank National Association. 9.625% Junior Secured Guaranteed Notes, as amended.	50 South 16 th Street Suite 2000 Philadelphia, PA 19102
Homecomings Financial, LLC 8400 Normandale Lake Boulevard Suite 350 Minneapolis, MN 55437	£400,000,000 Aggregate Principal Amount of 8.375% Notes due May 2013 (GBP Spot Rate of 1.6069), as amended	25 De Forest Ave Summit, NJ 07901
Homecomings Financial, LLC 8400 Normandale Lake Boulevard Suite 350 Minneapolis, MN 55437	£400,000,000 Aggregate Principal Amount of 9.875% Notes due July 2014 (GBP Spot Rate of 1.6069), as amended	25 De Forest Ave Summit, NJ 07901
Homecomings Financial, LLC 8400 Normandale Lake Boulevard Suite 350 Minneapolis, MN 55437	€750,000,000 Aggregate Principal Amount of 7.125% Notes due May 2012 (Euro Spot Rate of 1.2917), as amended	25 De Forest Ave Summit, NJ 07901
Homecomings Financial, LLC 8400 Normandale Lake Boulevard Suite 350 Minneapolis, MN 55437	Amended and Restated Loan Agreement (Line of Credit Agreement) Dated as of December 30, 2009 by and among Residential Funding Company, LLC, as Borrower, GMAC Mortgage, LLC, as Borrower, Residential Capital, LLC, and certain other affiliates of the borrowers as Guarantors, Ally Financial Inc. (f/k/a GMAC Inc.), as Initial Lender and as Lender Agent, as amended.	3420 Toringdon Way Floor 4 Charlotte, NC 28277
Homecomings Financial, LLC 8400 Normandale Lake Boulevard Suite 350 Minneapolis, MN 55437	Amended and Restated Loan Agreement (Senior Loan Agreement) Dated as of December 30, 2009 by and among Residential Funding Company, LLC, as borrower, GMAC Mortgage, LLC as borrower, Residential Capital, LLC, and Certain Other Affiliates of the Borrowers as Guarantors, Certain Affiliates of the Borrowers and Guarantors party hereto as Obligors, ALLY FINANCIAL INC. (f/k/a GMAC Inc.), as Initial Lender and as Lender Agent, as amended.	3420 Toringdon Way Floor 4 Charlotte, NC 28277
Homecomings Financial, LLC 8400 Normandale Lake Boulevard Suite 350 Minneapolis, MN 55437	Deutsche Bank Trust Company Americas \$1,250,000,000 Aggregate 8.500% Senior Unsecured Notes due June 2012, as amended	25 De Forest Ave Summit, NJ 07901

## In re: Residential Capital, LLC

## Case No. 12-12020

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Homecomings Financial, LLC 8400 Normandale Lake Boulevard Suite 350 Minneapolis, MN 55437	Deutsche Bank Trust Company Americas \$250,000,000 Aggregate 8.875% Senior Unsecured Notes due June 2015, as amended	25 De Forest Ave Summit, NJ 07901
Homecomings Financial, LLC 8400 Normandale Lake Boulevard Suite 350 Minneapolis, MN 55437	Indenture dated as of June 6, 2008 among Residential Capital, LLC, a Delaware corporation, each of the Guarantors and U.S. Bank National Association. 9.625% Junior Secured Guaranteed Notes, as amended.	50 South 16 th Street Suite 2000 Philadelphia, PA 19102
Passive Asset Transactions, LLC 1100 Virginia Drive Fort Washington, PA 19034	Amended and Restated Loan Agreement (Line of Credit Agreement) Dated as of December 30, 2009 by and among Residential Funding Company, LLC, as Borrower, GMAC Mortgage, LLC, as Borrower, Residential Capital, LLC, and certain other affiliates of the borrowers as Guarantors, Ally Financial Inc. (f/k/a GMAC Inc.), as Initial Lender and as Lender Agent, as amended.	3420 Toringdon Way Floor 4 Charlotte, NC 28277
Residential Funding Company, LLC 8400 Normandale Lake Boulevard Suite 350 Minneapolis, MN 55437	£400,000,000 Aggregate Principal Amount of 8.375% Notes due May 2013 (GBP Spot Rate of 1.6069), as amended	25 De Forest Ave Summit, NJ 07901
Residential Funding Company, LLC 8400 Normandale Lake Boulevard Suite 350 Minneapolis, MN 55437	£400,000,000 Aggregate Principal Amount of 9.875% Notes due July 2014 (GBP Spot Rate of 1.6069), as amended	25 De Forest Ave Summit, NJ 07901
Residential Funding Company, LLC 8400 Normandale Lake Boulevard Suite 350 Minneapolis, MN 55437	€750,000,000 Aggregate Principal Amount of 7.125% Notes due May 2012 (Euro Spot Rate of 1.2917), as amended	25 De Forest Ave Summit, NJ 07901
Residential Funding Company, LLC 8400 Normandale Lake Boulevard Suite 350 Minneapolis, MN 55437	Amended and Restated Loan Agreement (Line of Credit Agreement) Dated as of December 30, 2009 by and among Residential Funding Company, LLC, as Borrower, GMAC Mortgage, LLC, as Borrower, Residential Capital, LLC, and certain other affiliates of the borrowers as Guarantors, Ally Financial Inc. (f/k/a GMAC Inc.), as Initial Lender and as Lender Agent, as amended.	3420 Toringdon Way Floor 4 Charlotte, NC 28277

## In re: Residential Capital, LLC

Case No. 12-12020

Schedule H

Codebtors

Name and address of codebtor	Name of creditor	Address
Residential Funding Company, LLC 8400 Normandale Lake Boulevard Suite 350 Minneapolis, MN 55437	Amended and Restated Loan Agreement (Senior Loan Agreement) Dated as of December 30, 2009 by and among Residential Funding Company, LLC, as borrower, GMAC Mortgage, LLC as borrower, Residential Capital, LLC, and Certain Other Affiliates of the Borrowers as Guarantors, Certain Affiliates of the Borrowers and Guarantors party hereto as Obligors, ALLY FINANCIAL INC. (f/k/a GMAC Inc.), as Initial Lender and as Lender Agent, as amended.	3420 Toringdon Way Floor 4 Charlotte, NC 28277
Residential Funding Company, LLC 8400 Normandale Lake Boulevard Suite 350 Minneapolis, MN 55437	Deutsche Bank Trust Company Americas \$1,250,000,000 Aggregate 8.500% Senior Unsecured Notes due June 2012, as amended	25 De Forest Ave Summit, NJ 07901
Residential Funding Company, LLC 8400 Normandale Lake Boulevard Suite 350 Minneapolis, MN 55437	Deutsche Bank Trust Company Americas \$1,750,000,000 Aggregate 8.500% Senior Unsecured Notes due April 2013, as amended	25 De Forest Ave Summit, NJ 07901
Residential Funding Company, LLC 8400 Normandale Lake Boulevard Suite 350 Minneapolis, MN 55437	Deutsche Bank Trust Company Americas \$250,000,000 Aggregate 8.875% Senior Unsecured Notes due June 2015, as amended	25 De Forest Ave Summit, NJ 07901
Residential Funding Company, LLC 8400 Normandale Lake Boulevard Suite 350 Minneapolis, MN 55437	Indenture dated as of June 6, 2008 among Residential Capital, LLC, a Delaware corporation, each of the Guarantors and U.S. Bank National Association. 9.625% Junior Secured Guaranteed Notes, as amended.	50 South 16 th Street Suite 2000 Philadelphia, PA 19102
RFC Asset Holdings II, LLC 3993 Howard Hughes Parkway Suite 250 Las Vegas, NV 89169	Amended and Restated Loan Agreement (Line of Credit Agreement) Dated as of December 30, 2009 by and among Residential Funding Company, LLC, as Borrower, GMAC Mortgage, LLC, as Borrower, Residential Capital, LLC, and certain other affiliates of the borrowers as Guarantors, Ally Financial Inc. (f/k/a GMAC Inc.), as Initial Lender and as Lender Agent, as amended.	3420 Toringdon Way Floor 4 Charlotte, NC 28277

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

In re: Residential Capital, LLC

Case No. 12-12020 (MG)

## DECLARATION CONCERNING DEBTOR'S SCHEDULES

I, James Whitlinger, Chief Financial Officer of the corporation named as debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 68 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date 6/30/2012

Signature: / s / James Whitlinger

**James Whitlinger**

**Chief Financial Officer**