

**ResCap Liquidating Trust
Amended and Restated
Incentive Plan for Members of the Liquidating Trust Board
(Effective January 1, 2016)**

**ARTICLE 1.
PURPOSE**

1.1. The purpose of the Amended and Restated ResCap Liquidating Trust Incentive Plan is to incentivize the members of the Liquidating Trust Board to promote the success of the ResCap Liquidating Trust and enhance the value of the outstanding Units of beneficial interest in the ResCap Liquidating Trust by linking the compensation of the members to the cumulative distributions to holders of the Units.

**ARTICLE 2.
DEFINITIONS**

2.1. “Annual Base Retainer” means the annual cash retainer paid to each Member (not including (i) any additional compensation paid to the Chairman of the Board for serving as the Chairman, (ii) any additional compensation paid to the chairman or committee members of committees of the Board for serving as such chairman or committee members and (iii) any compensation paid directly or indirectly to a Member with respect to his capacity other than as a Member).

2.2. “Board” means the Board of Liquidating Trustees of the Liquidating Trust Board.

2.3. “Cumulative Incentive Compensation Amount” means an amount based on distributions to Unitholders determined in accordance with the following:

For cumulative distributions to Unitholders of up to \$15.00 per Unit from and after January 1, 2014, there shall be made successive additions to the Cumulative Incentive Compensation Amount as follows:

Per Unit Cumulative Distribution to Unitholders		Incremental Addition to the Cumulative Incentive Compensation Amount	Cumulative Incentive Compensation Amount
At Least (each a Payment Threshold)	But Less Than		
\$3.75	\$4.50	\$555,000	\$555,000
\$4.50	\$5.25	\$630,000	\$1,185,000
\$5.25	\$6.00	\$710,000	\$1,895,000

\$6.00	\$6.50	\$780,000	\$2,675,000
\$6.50	\$7.00	\$575,000	\$3,250,000
\$7.00	\$7.50	\$400,000	\$3,650,000
\$7.50	\$8.00	\$400,000	\$4,050,000
\$8.00	\$8.50	\$400,000	\$4,450,000
\$8.50	\$9.00	\$400,000	\$4,850,000
\$9.00	\$9.50	\$400,000	\$5,250,000
\$9.50	\$10.00	\$400,000	\$5,650,000
\$10.00	\$10.50	\$400,000	\$6,050,000
\$10.50	\$11.00	\$400,000	\$6,450,000
\$11.00	\$11.50	\$400,000	\$6,850,000
\$11.50	\$12.00	\$400,000	\$7,250,000
\$12.00	\$12.50	\$400,000	\$7,650,000
\$12.50	\$13.00	\$500,000	\$8,150,000
\$13.00	\$13.50	\$500,000	\$8,650,000
\$13.50	\$14.00	\$500,000	\$9,150,000
\$14.00	\$14.50	\$500,000	\$9,650,000
\$14.50	\$15.00	\$500,000	\$10,150,000
\$15.00	\$15.50	\$500,000	\$10,650,000
\$15.50	\$16.00	\$500,000	\$11,150,000

Additional Payment Thresholds are set at Per Unit Cumulative Distributions of \$16.00 and at each additional \$.50 thereafter (e.g., \$16.50, \$17.00 and \$17.50). The incremental addition to the Cumulative Incentive Compensation Amount for attaining each such Payment Threshold is 3% of the incremental aggregate distribution from the previous Payment Threshold if the new Payment Threshold is met before January 1, 2019 and 1.5% if the new Payment Threshold is met after December 31, 2018.

2.4. “Excess Portion” means the amount of an Incentive Payment payable for a specified Payment Threshold under the Plan in excess of the amount of the Incentive Payment under the Prior Plan for such Payment Threshold.

2.5. “Former Member” means a former Member who has ceased to be a Member, for any reason.

2.6. “Incentive Payment” means a cash amount paid to the Members as an incentive pursuant to Article 4 hereof, either to all Members in the aggregate or paid to an individual Member, as the context requires.

2.7. “Incentive Pool” means the incentive pool established pursuant to the provisions of Article 3 hereof.

- 2.8. “Liquidating Trust” means the ResCap Liquidating Trust.
- 2.9. “Liquidating Trust Agreement” means the Amended and Restated Liquidating Trust Agreement, dated as of December 17, 2013, of the Liquidating Trust.
- 2.10. “Member” means a member of the Board.
- 2.11. “Net Portion” means the amount of an Incentive Payment reduced by the Excess Portion of the Incentive Payment.
- 2.12. “Per Unit Cumulative Distributions” means the sum of the Per Unit Distributions made to Unitholders from and after January 1, 2014.
- 2.13. “Per Unit Distributions” means the aggregate dollar amount of a single distribution made to Unitholders, divided by the number of outstanding Units at the time of such distribution.
- 2.14. “Payment Threshold” means each dollar amount of the Per Unit Cumulative Distributions to Unitholders that result in an incremental addition to the Incentive Compensation Amounts. For example, \$3.75, \$4.50 and \$5.25 are Payment Thresholds, as are \$16.00, \$16.50 and \$17.00.
- 2.15. “Plan” means the Amended and Restated ResCap Liquidating Trust Incentive Plan for Members of the Liquidating Trust Board (Effective January 1, 2016), which is an amendment and restatement of the Prior Plan.
- 2.16. “Prior Plan” means the ResCap Liquidating Trust Incentive Plan for Members of the Liquidating Trust Board (adopted as of July 7, 2014).
- 2.17. “Removal for Cause” means removal of a Member for Cause (as defined in the Liquidating Trust Agreement), in accordance with the procedures of Section 6.2(e) of the Liquidating Trust Agreement.
- 2.18. “Replacement Member” means a Member appointed pursuant to Section 6.2(g) of the Liquidating Trust Agreement to fill the vacancy created by a Former Member.
- 2.19. “Retainer Offset Amount,” with respect to a measuring date prior to January 1, 2016, means the sum of \$100,000 per Member per year (such \$100,000, the “Individual Offset Amount”) during the period commencing on January 1, 2014 and ending on the measuring date. The Retainer Offset Amount, with respect to a measuring date after December 31, 2015, means the sum of the Retainer Offset Amount as of December 31, 2015 plus the applicable percentage of Annual Base Retainers paid to all Members in the aggregate during the period commencing on January 1, 2016 and ending on the measuring date. The applicable percentage shall be 40% with respect to Annual Base Retainers paid in 2016 and 2017, and 50% with respect to Annual Base Retainers paid in 2018 and thereafter.

For example, assume five (5) initial Members and all remain Members as of a September 30, 2016 measuring date. As of September 30, 2016, \$206,250 of the 2016

Annual Base Retainer of \$275,000 was paid to each Member. The Retainer Offset Amount as of September 30, 2016 would be \$1,412,500 determined as follows:

[\$200,000 (Individual Offset Amounts for Annual Base Retainers paid in 2014 and 2015) x 5 (number of Members)] + [\$206,250 (Annual Base Retainers paid during period commencing on January 1, 2016 and ending on the measuring date) x 40% (the applicable percentage for Annual Base Retainers paid in 2016) x 5 (number of Members)].

2.20. “Unit” means a unit of beneficial interest in the Liquidating Trust.

2.21. “Unitholder” means a holder of Units.

ARTICLE 3. INCENTIVE POOL

3.1. The Incentive Pool shall be created and maintained by the Liquidating Trust for purposes of making Incentive Payments to the Members. The amount in the Incentive Pool with respect to any measuring date shall be determined pursuant to the following formula (but shall not be less than zero):

$$IP = A - R - P$$

Where:

IP is the amount of the Incentive Pool, as of the measuring date.

A is the Cumulative Incentive Compensation Amount, as of the measuring date.

R is the Retainer Offset Amount, as of the measuring date.

P is the amount of all Incentive Payments previously made prior to the measuring date.

3.2. The Liquidating Trust shall not be required to segregate, or separately account for on its books, funds in the Incentive Pool.

ARTICLE 4. INCENTIVE PAYMENTS

4.1. Incentive Payments shall be made to the Members from the Incentive Pool within 15 days after the Per Unit Cumulative Distributions attains a Payment Threshold.

4.2. Except as otherwise provided in this Article 4, as the Board initially consists of five (5) Members, each Member shall receive one-fifth of each Incentive Payment.

4.3. A Member, who ceases to be a Member as a result of his voluntary withdrawal, shall forfeit all Incentive Payments made after such withdrawal attributable to Payment Thresholds of less than \$5.25.

4.4. A Member, who ceases to be a Member as a result of his death or disability, shall forfeit all Incentive Payments attributable to Payment Thresholds of less than \$5.25 that are made after March 15th of the following year in which he ceases to be a Member.

4.5. A Member, who ceases to be a Member for any reason prior to December 31, 2014, shall forfeit all Incentive Payment attributable to Payment Thresholds of \$5.25 or greater that are made after becoming a Former Member.

4.6. Except as otherwise provided in Section 4.8, a Member, who ceases to be a member of the Board prior to the time that an Incentive Payment attributable to a Payment Threshold of \$5.25 or greater is made, shall receive the greater of (i) 50% of the Net Portion of such Incentive Payment or (ii) a prorated amount of the Net Portion of such Incentive Payment, determined according to the following formula:

$$L = I \times T/D$$

Where

L is the amount of the Net Portion of the Incentive Payment that the Former Member shall be entitled to receive.

I is the amount of the Net Portion of the Incentive Payment that such Former Member would be entitled to receive had he been a Member at the time of payment.

T is the number of months from January 1, 2014 to the time the Former Member ceased to be a Member, with a partial month rounded up or down to the nearest whole month based on a thirty (30) day month.

D is the number of months from January 1, 2014 to the time that the distribution was made to Unitholders which resulted in the funds being available in the Incentive Pool out of which the Incentive Payment is being made, with a partial month rounded up or down to the nearest whole month based on a thirty (30) day month.

The amounts payable under this Section 4.6 to the Former Member or his beneficiary (as provided in Section 4.11 hereof), as the case may be, shall be paid at the same time that Incentive Payments are made to Members.

4.7. Except as otherwise provided in Section 4.8, a Member, who ceases to be a member of the Board on or after December 31, 2014 but prior to the time that an Incentive Payment attributable to a Payment Threshold of \$5.25 or greater is made, shall receive his vested percentage of the Excess Portion of such Incentive Payment. A Member shall vest with respect to 1/3 of the Excess Portion of such Incentive Payment if he remains a Member on December 31, 2016 and shall vest with respect to an additional 1/3 of the Excess Portion of such an Incentive Payment on each of December 31, 2017 and December 31, 2018 if he remains a Member on such date.

The amounts payable under this Section 4.7 to the Former Member or his beneficiary (as provided in Section 4.11 hereof), as the case may be, shall be paid at the same time that Incentive Payments are made to Members.

4.8. A Member, who ceases to be a Member as a result of Removal for Cause, shall forfeit all Incentive Payments made after becoming a Former Member.

4.9. If a Former Member is replaced by a Replacement Member, the Replacement Member shall be paid that portion of each Incentive Payment to which the Former Member is not entitled as a result of his ceasing to be a Member. The Replacement Member shall not receive any additional incentive compensation, except as the Board may determine in the specific instance.

4.10. If a Former Member is not replaced by a Replacement Member, that portion of each Incentive Payment to which the Former Member is not entitled as a result of his ceasing to be a Member shall revert to the Liquidating Trust.

4.11. In the case of the death of a Member, any portion of an Incentive Payment to which he may thereafter become entitled shall be made to the Former Member's beneficiary, as specified by the Former Member on a form furnished by and filed with the Liquidating Trust. If no beneficiary has been designated or if no designated beneficiary survives the Former Member, the amounts shall be paid to his estate.

ARTICLE 5. EFFECTIVE TERM OF PLAN

5.1. The Prior Plan was effective as of January 1, 2014. The Plan is effective as of January 1, 2016.

5.2. The Plan shall terminate upon the termination of the Liquidating Trust, unless earlier terminated as provided herein.

ARTICLE 6. ADMINISTRATION OF THIS PLAN

6.1. The Plan shall be administered by the Board.

6.2. For purposes of administering the Plan, the Board may from time to time in good faith adopt and rescind rules, regulations, guidelines and procedures for carrying out the provisions and purposes of the Plan and in good faith make such other determinations, not inconsistent with the Plan. The Board's good faith interpretation of the Plan shall be final, binding, and conclusive. The Board is entitled to, in good faith, rely or act upon any report or other information furnished to the Board by any officer or other employee of the Liquidating Trust, the Liquidating Trust's independent certified public accountants, the Liquidating Trust's counsel or any executive compensation consultant or other professional retained by the Board to assist in the administration of the Plan.

6.3. The Members, and each of them individually, shall be indemnified and held harmless by the Liquidating Trust against and from (i) any loss, cost, liability, or expense

that may be imposed upon or reasonably incurred in connection with or resulting from any claim, action, suit, or proceeding to which the Members may be a party or in which the Members may be involved by reason of any action taken or failure to act under the Plan, and (ii) any and all amounts paid by the Members in settlement thereof with the approval of the Board, or paid by the Members in satisfaction of any judgment in any such claim, action, suit, or proceeding against the Members, provided that any Liquidating Trustee shall give the Board an opportunity, at its own expense, to handle and defend the same before any the Member undertakes to handle and defend it. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which a Member may be entitled under the organizational documents of the Liquidating Trust, by contract, as a matter of law, or otherwise, or under any power that the Liquidating Trust may have to indemnify Members.

ARTICLE 7.
WITHHOLDINGS

7.1. All Incentive Payments shall be made subject to the withholding of applicable federal, state or local taxes, if any.

ARTICLE 8.
CLAWBACK

8.1. Notwithstanding any provision in the Plan to the contrary, any Incentive Payment shall be subject to a clawback or other recovery by the Liquidating Trust under the clawback policy of the Liquidating Trust as it may exist from time to time or as otherwise necessary to comply with applicable law including, without limitation, the requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 or any Securities and Exchange Commission rule.

ARTICLE 9.
AMENDMENT, MODIFICATION AND TERMINATION

9.1. The Board may, at any time and from time to time amend, modify or terminate the Plan; provided, however, that no amendment, modification or termination of the Plan shall adversely affect the Incentive Payments payable from the Incentive Pool at the time of such amendment, modification or termination.

9.2. Notice of any future modifications to the compensation program for the Board, including any additional retainer payments or incentive compensation payments to the Members or their affiliates, will be provided to Unitholders at least 30 days in advance of effectiveness. Such notice will be made by issuing a press release of general circulation and posting to the Liquidating Trust's website. If the holders of 25% or more of the outstanding Units register objection to any such modifications within 30 days of such notice, representatives of the Board will consult with the holders concerning such objection.

ARTICLE 10.
GENERAL PROVISIONS

10.1. Subject to Section 7.1, each Member shall be responsible for all taxes with respect to any Incentive Payments made to or on his behalf. The Board and the Members make no guarantees to any person regarding the tax treatment of payments made under the Plan. None of the Members, the Liquidating Trust or the Liquidating Trust's affiliates, and the officers or employees of the Liquidating Trust or the Liquidating Trust's affiliates shall have any liability to a Member with respect to any taxes incurred, including any excise tax under Section 409A of the Internal Revenue Code of 1986, as amended (the "Code").

10.2. Nothing in the Plan shall confer upon any Member the right to continue as a member of the Board.

10.3. Other than as specifically provided with regard to the death of a Member, no benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge; and any attempt to do so shall be void. No benefit of a Member under the Plan shall, prior to receipt by the Member, be in any manner liable for or subject to the debts, contracts, liabilities, engagements or torts of the Member.

10.4. With respect to any Incentive Payments not yet made to a Member, nothing contained in this Plan shall give the Member any rights that are greater than those of a general unsecured creditor of the Liquidating Trust.

10.5. The expenses of administering the Plan shall be borne by the Liquidating Trust.

10.6. The terms of the Plan shall be binding upon the Liquidating Trust and its successors and assigns.

10.7. The Plan shall be subject to all applicable federal and state law rules and regulations and to such approval by any government or regulatory agency as may be required.

10.8. The awards and payments under the Plan are intended to be exempt from or in compliance with Section 409A of the Code and accordingly, to the maximum extent permitted, such awards and payments shall be interpreted to be exempt from or in compliance with Section 409A. To the extent any payments of money under the Plan could cause the application of an acceleration or additional tax under Section 409A, such payments shall be deferred if deferral will make such payment compliant under Section 409A, or otherwise such payments shall be restructured, to the extent possible, in a manner determined by the Board that does not cause such acceleration or additional tax.

10.9. The Plan shall be governed by, and construed in accordance with, the laws of the State of Delaware, excluding the choice of law rules thereof.