EXHIBIT 1-A

MORTGAGE PURCHASING

AND SERVICING AGREEMENT

Feb, 2000

Original in Credit Risk

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Fully Executed Final Copy.

"Original" Copy to Capital Impl. team

copies w/
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2. Credit Risk
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4. Cap Mkts
5. Sales/Client Services
6. Commercial Desk - Irina Bous
7. Servicing Julie Kufer
8. Ken Perkins Marianne Menard
9. Original in Credit Risk w/ Mike Mitchell Copy #2
10. Irene - Legal
11. Lionel Antunes Director of Default
12. Pat Calahan 1/04 Julie Kufer Addendums 1/04
13. John Hromy
14.

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Signatures → ← Blue

MORTGAGE PURCHASING AND SERVICING AGREEMENT

THIS AGREEMENT is entered as of January 18, 2000, by and between USAA FEDERAL SAVINGS BANK, a federally chartered savings association, with offices located at 10750 McDermott Freeway, San Antonio, Texas 78288 ("USAA") and GMAC Mortgage Corporation, a Pennsylvania corporation, with offices located at 100 Witmer Road, Horsham, PA 19044 ("GMACM"). USAA and GMACM may be collectively referred to herein as the "Parties" or individually as a "Party".

WITNESSETH:

WHEREAS, GMACM is a mortgage banker engaged, among other things, in the business of originating, purchasing, selling and servicing mortgage loans; and

WHEREAS, USAA desires to originate, process and close certain one-to-four family residential mortgage loans to individual borrowers on a nationwide basis and GMACM desires to purchase and to service such mortgage loans pursuant to the terms of this Agreement; and

WHEREAS, GMACM desires to purchase, and USAA desires to sell, such mortgage loans, each to the other; and

WHEREAS, the mortgage loans are to be closed in the name of USAA and to be Serviced by GMACM in accordance with the terms hereof;

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Agreement and of the representations, warranties, conditions and promises hereinafter contained, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, USAA and GMACM hereby agree as follows:

ARTICLE 1: DEFINITIONS

1.1 Definitions. Except as otherwise expressly provided herein or unless the context otherwise requires, the following terms shall have the respective meanings specified for all purposes in this Agreement.

Agencies or Agency. GNMA, FHA, VA, FNMA, FHLMC, HUD and/or any federal or State agency, as applicable.

Agency Guides. The Seller and Servicer Guide, Handbook, or similar publication, as may be modified, supplemented or amended from time to time, of each of FNMA, GNMA, FHLMC, VA, FHA, HUD and any other State or federal agency, as applicable.

Agreement. This Mortgage Purchasing and Servicing Agreement and all exhibits hereto, as amended, modified or supplemented from time to time.

Ancillary Income. All income from the Mortgage Loans to which the Servicer is entitled other than Servicing Fees, including, without limitation, late charges, insufficient funds fees, assumption fees and all other incidental fees and charges.

Annuity. As defined in Section 6.1.11 hereof.

Assignment. The document transferring all right, title and interest in and to a Serviced Loan from USAA to GMACM in the form attached hereto as Exhibit "A".

Auditable Records. As defined in Section 13.6 hereof.

Best Effort Commitment or BEC. A level of commitment which requires the delivery of a closed registered Mortgage Loan in accordance with the terms set forth in Section 4 hereof provided however, that the delivery of all Mortgage Loans under a BEC is mandatory if the loans closes with USAA.

Borrower(s) or Mortgagor(s). USAA members, associate members or other persons who obtain a Mortgage Loan through the Program.

Business Day. A day that in the location of the main offices of either USAA or GMACM is neither a legal or a company holiday nor a day on which banking institutions are authorized by law, regulation or governmental order to be closed.

Closed Loan Package. The documents specified in Schedule B attached hereto.

Closing Date. With respect to any Mortgage Loan, the date on which the Mortgage Loan proceeds are disbursed.

Collateral. As defined in Section 6.1.14 hereof.

Collateral Market Value Requirements. As defined in Section 6.1.14 hereof.

Commencement Date. The date on which GMACM commences Servicing a particular Mortgage Loan hereunder.

Commitment Expiration Date. The last day of the Commitment Delivery Period.

Commitment Delivery Period. The mutually agreed upon period of time allowed USAA to deliver to GMACM under a BEC those Mortgage Loans closed or to be closed and funded and which are made a part of a given Pledged Production.

Confidential Information. As defined in Section 9.1 hereof.

Conforming Mortgage Loan. Any Conventional Mortgage Loan the original principal amount of which does not exceed the maximum eligible mortgage loan size to qualify for purchase by FNMA or FHLMC under the FNMA Guide or FHLMC Guide, respectively.

Contract Rights. The rights described in Section 3.8 hereof.

Conventional Mortgage Loan. A Mortgage Loan that is neither FHA insured nor guaranteed in whole or in part by the VA.

Credit Insurer / Guarantor. FHA, VA, or any other entity that insures or guarantees all or any portion of the risk of loss upon default by a Mortgagor under a Mortgage Loan.

Cure Period. As defined in Subsection (a), definition of "Event of Default".

Custodial Bank. The Bank of Maryland or its successors or assigns.

Damages. Any and all actual and direct assessments, judgments, claims, liabilities, losses, costs, damages, or expenses (including interest, penalties, expenses associated with temporary employees, and attorneys' fees, expenses, and disbursements in connection with any action, suit, or proceeding).

Defaulting Party. As defined in Section 8.2 hereof

Delegated Underwriting. An underwriting arrangement where, prior to purchase by GMACM, USAA grants approvals of Mortgage Loans using the standards and guidelines set forth herein, which standards and guidelines comply with Investor requirements.

Delivery Expiration Date. The day 10 days following, but not including, the Commitment Expiration Date as reflected on the Mortgage Loan registration commitment form issued for each individual Mortgage Loan.

Direct Affiliate(s) GMAC Residential Holding Corp., GMAC Mortgage Group, Inc., and General Motors Acceptance Corporation. GMAC Bank

Event of Default. The occurrence and continuance of one or more of the following as applicable to either Party.

(a) any representation or warranty made by a Party in this Agreement or pursuant hereto being false, incorrect or misleading in any material respect on the date on which made and on the date that is thirty (30) days after the date on which written notice, of such occurrence, financial statement or other document, requiring the same to be corrected, is given to such Party by any other Party hereto. Notwithstanding the preceding, if such Party has not corrected such occurrence, financial statement or other document within the thirty (30) day period described herein, but has and continues to diligently pursue the correction of such occurrence, financial statement or other document, such Party will have such additional time as is reasonably required to correct such occurrence, financial statement or other document; but, in any event, not to exceed 90 days after receipt of such written notice (the sum of the 30 day period plus the additional time period of up to 90 days shall be referred to herein as the "Cure Period").

(b) failure on the part of a Party to observe or perform, in any material respect, any of the convenants or agreements on the part of such Party set forth in this Agreement which, upon presentation of notice of such failure, continues unremedied through the expiration of the Cure Period; provided that if such failure concerns such Party's failure to remit any amounts required to be remitted hereunder, such failure will constitute an Event of Default if unremedied for a period of seven (7) Business Days after the date on which notice of such failure is received by such Party;

(c) the entry against a Party or any Direct Affiliate of a decree or order of a court, agency or supervisory authority having jurisdiction for the appointment of a conservator, receiver or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings, or for the winding-up or liquidation of such Party's or any Direct Affiliate's affairs, and such decree or order remaining in force undischarged for a period of sixty (60) days;

(d) the consent of a Party or any Direct Affiliate to the appointment of a conservator, receiver or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings of or relating to such Party or any Direct Affiliate or of or relating to all or substantially all such Party's or any Direct Affiliate's property; or

(e) the admission of a Party or any Direct Affiliate in writing of its inability to pay its debts generally as they become due, the filing by such Party or any Direct Affiliate of a petition to take advantage of any applicable insolvency or reorganization statute, the making by such Party or any Direct Affiliate of an assignment for the benefit of its creditors or such Party or any Direct Affiliate voluntarily suspending payment of its obligations.

(f) Subject to the provisions of Section 13.21, the failure on the part of USAA to pay all amounts agreed to or determined to be owed to GMACM within 30 days of written notice.

Exhibit. An exhibit attached hereto or delivered or to be delivered pursuant to this Agreement.

Fair Market Value. The price at which comparable servicing would sell in the market place and which a willing buyer would pay to a willing seller for the servicing being sold. Such a fair market value price shall be determined by valuation of mortgage loan portfolios having certain factors essentially similar to that being Serviced hereunder. These factors are: (i) average loan amount; (ii) prepayment speed; (iii) indexed discount rate equal to the 5 year Treasury Note plus 3% as of the first Business Day of the month in which valuation occurs; (iv) weighted average coupon; (v) weighted average remaining loan term; (vi) weighted average Servicing Fee; and (vii) MBA industry average servicing costs for the immediately preceding two (2) years

FHA. The Federal Housing Administration of HUD, or any successor thereof.

FHA Loan. Any Mortgage Loan insured in whole or in part by the FHA.

Freddie Mac or FHLMC. The Federal Home Loan Mortgage Corporation or any successor organization.

FHLMC Certificate. A mortgage participation certificate issued and guaranteed as to timely payment of interest and either timely or ultimate payment of principal by FHLMC and which represents an undivided beneficial interest in a Pool of residential mortgage loans.

Final Loan Documents. Those documents specified and set forth in Section 4.8 hereof.

Fannie Mae or FNMA. The Federal National Mortgage Association or any successor organization.

FNMA Certificate. A Guaranteed Mortgage Pass-Through Certificate issued and guaranteed as to timely payment of principal and interest by FNMA and which represents an undivided beneficial interest in a pool of residential mortgage loans.

Fund or Funding. The payment of the Purchase Price by GMACM to USAA for any Mortgage Loan.

GNMA. The Government National Mortgage Association or any successor organization.

GNMA Certificate. A fully-modified pass-through mortgage backed certificate guaranteed as to timely payment of principal and interest by GNMA and issued with respect to a Pool of residential mortgage loans.

GMACM Obligation Amount. An amount equal to the face value of all Notes held by GMACM on a specified date for Mortgage Loans purchased by GMACM but not yet Funded.

GMACM / USAA Price. As defined in Section 3.3 hereof.

GMACM Rate Sheet. The document used by GMACM on a daily or other periodic basis to determine the interest rate GMACM will offer to potential correspondent lenders.

GNMA Guide. Consolidated GNMA Guide, Handbook GNMA 5500.3, (10/21/99) as may be amended, modified and supplemented from time to time.

Guaranty Fee. The fee imposed by FNMA, FHLMC, or other Agency Investor in exchange for guaranteeing or insuring the credit risk for a given Pool.

HUD. The United States Department of Housing and Urban Development or any successor organization.

Implied Guaranty Fee. The fee stated by USAA to GMACM as its Guaranty Fee for FNMA or other Agency Investor.

Incremental Payment. As defined in Section 7.4.1(b) hereof.

Indemnified Events The events set forth in Article 7 with respect to which Losses are indemnified by a Party.

Indemnified Party. A Party that benefits from indemnification from another Party pursuant to Article 7.

Indemnifying Party. A Party providing indemnification to another Party pursuant to Article 7.

Initial PEQ. As defined in Section 12.1 hereof.

Initial PEQ Rating. As defined in Section 12.2 hereof.

Injured Party. As defined in Section 9.4 hereof.

In Foreclosure. A Mortgage Loan referred to an attorney for foreclosure or with respect to which foreclosure proceedings have been instituted and are pending or have been completed, or a notice of default has been recorded, or a deed in lieu of foreclosure has been accepted or is pending.

Insurer. An insurer that provides policies of life, hazard, disability, title or other insurance with respect to any Mortgage Loan or the collateral securing a Mortgage Loan.

Investor. With respect to any Mortgage Loan or a Pool, the Private Investor or Agency having the beneficial interest therein.

Loan Files. When used herein in the context of a Serviced Loan, the term "Loan File" shall mean the file maintained on each Mortgage Loan containing the documents pertaining to such Mortgage Loan which are specified on Exhibit "B" attached hereto. When used herein in the context of a Subserviced Loan, the term "Loan File" shall mean the file maintained on each Mortgage Loan containing the documents pertaining to such Mortgage Loan which are specified on Exhibit "B" attached hereto.

Litigation. As defined in Section 13.25 hereof.

Losses. Any claims, damages, liabilities, carrying costs, penalties, fines, forfeitures, actions, causes of action and judgments of any kind or nature whatsoever, including without limitation, reasonable attorney fees and costs, costs of investigation, disbursements, and other reasonable out-of-pocket expenses.

Manual. As defined in Section 13.2 hereof

Market Value. As defined in Section 6.1.15 hereof.

Material or Materially. A condition, situation or circumstances which if any Party had been aware of at the time of the execution of the Agreement or acceptance of the Mortgage Loan(s) would have reasonably persuaded such Party to either not execute the Agreement or not accept the Mortgage Loan(s).

Mortgage. The mortgage, series of consolidated mortgages, deed of trust, security deed and/or other instrument that creates a lien on single-family (i.e., one (1) to four (4) family) residential real property (including without limitation a condominium) or, in the case of a cooperative unit, the instruments that secure the lender's interest in the cooperative unit shares, that serves as collateral for a Note.

Mortgage Escrow Accounts. All escrow, impound and custodial accounts relating to the Mortgage Loans that are maintained under the Servicing Agreements or otherwise, including, without limitation, all accounts established for purposes of receiving funds for the payment of principal and interest, mortgage

escrow payments, funds due Investors, hazard insurance less drafts, funds held in connection with buy-down loans, and similar items relating to the Mortgage Loans and interest accrued on such funds for the benefit of the Mortgagors under applicable Mortgage Loan Requirements.

Mortgage Loan. A residential first mortgage loan sold by USAA to GMACM pursuant to the terms hereof, which is applied for, originated, funded, and serviced under the Program and which satisfies the following requirements:

(a) Fully secured by a valid and enforceable Mortgage on Mortgaged Property;

(b) Eligible for inclusion in pools of mortgage-backed securities issued by an Agency or eligible for purchase by a Private Investor;

(c) Self-liquidating in equal monthly installments of principal and interest, unless otherwise agreed by GMACM, which agreement shall be assumed from the purchase of such a Mortgage Loan;

(d) Originated and processed in accordance with acceptable industry standards and closed and funded by USAA in its own name as lender in fact, as well as at law;

(e) When applicable pursuant to the terms hereof, originated in such a manner as to allow GMACM to escrow Borrower's funds for purposes of paying real estate taxes, and similar charges and costs; and

(f) Not greater than two (2) months seasoned, unless approved in writing by GMACM.

Mortgage Loan Requirements. With respect to each and every Mortgage Loan and REO Property (i) all applicable contractual obligations, including, without limitation, those contractual obligations contained in the Mortgage and the Note related to each Mortgage Loan, in the Servicing Agreements, in policies of mortgage insurance (including Investor guarantees), or in policies of hazard (including flood) insurance pertaining to any Mortgaged Property, (ii) all applicable statutes, rules, regulations and ordinances of any federal, State, local and other governmental or regulatory authority (including, without limitation, RESPA, Truth-In-Lending, ECOA, HMDA, fair lending, usury and environmental laws), (iii) all applicable requirements and guidelines of each Investor, government-sponsored entity, board, commission, instrumentality and other governmental body or officer having jurisdiction (including, without limitation, FNMA, FHLMC, GNMA, FHA, VA and their respective selling and / or servicing guides), (iv) all applicable requirements and guidelines of PMI companies, (v) all applicable judicial and administrative judgments, consent decrees, orders, stipulations, awards, settlement agreements, writs and injunctions, and (vi) the reasonable and customary mortgage servicing practices of prudent mortgage lending institutions that service mortgage loans of the same type as the Mortgage Loans in the jurisdictions in which the related Mortgaged Properties are located.

Mortgaged Property. The improved real property, or stock in a cooperative housing corporation, or other property, as applicable, encumbered by a Mortgage.

Mortgagor. See "Borrower"

Note. A written promise, or series of promises that may be consolidated, to pay a sum of money at a stated interest rate, which rate may be fixed or adjustable during the term of the obligation, executed by a Mortgagor and secured by a Mortgage.

Parties. GMACM and USAA.

Party. USAA or GMACM

Pledged Production. All Mortgage Loans registered for sale to GMACM under a BEC or other form of commitment as defined in Section 3.3 hereof.

PMI. Private Mortgage Insurance.

Pool. An aggregation of two (2) or more Mortgage Loans that have been pledged to secure mortgage-backed securities or participation certificates.

Prime Rate. The rate of interest published in The Wall Street Journal, Southwest Edition, as the "Prime Rate," determined as of the Business Day that interest first accrues and adjusted thereafter as of the first (lst) Business Day of each month. In the event that on the applicable Business Day there is more than one (1) rate or a range of rates published as the "Prime Rate," then the Prime Rate shall be the average of the lowest and highest rates published.

Private Investor. The non-Agency entity having a beneficial interest in a Mortgage Loan

Product. A residential first mortgage loan made available through the Program.

Program. The residential first Mortgage Loan origination and Servicing program described herein.

Program Agency Certificate. Any Program GNMA Certificate, Program FNMA Certificate or Program FHLMC Certificate.

Program MBS. A security secured in whole or in part or representing an interest in any Mortgage Loan or Program Agency Certificate or both, including, without limitation, interests in real estate mortgage investment conduits, collateralized mortgage obligations, mortgage participation certificates and mortgage pass-through certificates

Program Menu. A range of Products to be offered under the Program as described in Section 3. hereof.

Purchase Price. The price paid by GMACM to USAA for either all right, title and interest in and to a Mortgage Loan, or for all right, title and interest in and to the Servicing cash flow and right to place the Mortgage Loan into a Pool, which is net of discount points, if any, and the SP stated as a factor of 100%.

PEQ. As defined in Section 12.1 hereof.

PEQ Rating. As defined in Section 12.2 hereof.

Recipient. As defined in Section 9.3 hereof.

Refinance. The obtaining by a Mortgagor of a loan, the proceeds of which are used, in whole or in part, to satisfy or pay off the Mortgage Loan and which is secured by the Mortgaged Property.

Registration Sheet. A document delivered to USAA that confirms Mortgage Loans registered with GMACM as Pledged Production pursuant to Section 4.6.3

REO Property. Mortgaged Property as to which record title was transferred to, and is currently held by, USAA, or GMAC, as the case may be, as Servicer.

Required PEQ Rating. As defined in Section 12.2 hereof.

Required Volume Percentile or RVP. As defined in Section 4.4 hereof.

Schedule. A schedule attached hereto or delivered or to be delivered pursuant hereto.

Serviced Loan. All Mortgage Loans that are not Subserviced Loans.

Servicing Evaluation Question. As defined in Section 12.1 hereof.

Servicer or Subservicer. An entity engaged in Servicing and performing such duties and obligations under the terms of this Agreement.

Service or Servicing. Regardless of whether being performed by a Party referred to as a "servicer" or as a "subservicer", to Service or to engage in Servicing shall mean, by way of inclusion and not limitation, the rights, duties, and obligations under the Agreement to administer, collect the payments for the reduction of principal and application of interest, remit collected payments, provide custodial services, provide foreclosure services, make advances, and perform all other obligations and duties required under or by reason of this Agreement or any Servicing Agreement or the general industry obligations of a servicer or subservicer or otherwise relating to the Mortgage Loans together with the right to receive the Servicing Fee and Ancillary Income as set forth in this Agreement or in a Servicing Agreement.

Servicing Agreements. The agreements between USAA or GMACM and any Investor that govern the servicing of one (1) or more of the Mortgage Loans, in accordance with the Mortgage Loan Requirements.

Servicing Premium or SP. The value or premium paid to USAA by GMACM in exchange for the transfer by USAA to GMACM of the right, title and interest in and to the Servicing cash flow from the Mortgage Loans.

State Agency. Any State agency with authority to (i) regulate the businesses of GMACM or USAA, including, without limitation, any State agency with authority to determine the investment or servicing requirements with regard to Mortgage Loans originated, purchased or serviced by GMACM or USAA, or (ii) regulate the origination, purchase, or servicing of Mortgage Loans, or otherwise promote mortgage lending, including, without limitation, State and local housing finance authorities.

Subserviced Loan. A 15 or 30 year term fixed rate Mortgage Loan in which FNMA or FHLMC is the Investor or other Mortgage Loan so classified

Termination Date. As defined in Section 2 hereof.

USAA Price. As defined in Section 3.3 hereof.

VA. The United States Department of Veterans Affairs or any successor organizations.

VA Buy-down. With respect to a Mortgage Loan that is guaranteed by the VA and which is, or may soon become, subject to proceedings In Foreclosure, the waiver by GMACM, in accordance with the instructions of USAA, of a portion of the indebtedness of the Mortgage Loan, which can take the form of a reduction of the principal, a credit to escrow or unapplied funds accounts, the forgiveness of accrued interest or any combination of the foregoing, and which causes the VA to pay off the remaining amount of the indebtedness owed and acquire the collateral securing the Mortgage Loan.

VA Mortgage Loans. Any Mortgage Loan guaranteed in whole or in part by the VA.

VA No-Bid Mortgage. A Mortgage Loan guaranteed by the VA and for which the VA provides written notice that it will not accept conveyance of the property securing said Mortgage Loan after foreclosure thereon.

Year 2000 Ready. As defined in Section 6.1.12 hereof

1.2 General Interpretative Principles. For purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) The use of the singular form includes the plural, and the use of the plural form includes the singular.

(b) The use of any gender herein shall be deemed to include the other gender.

(c) The captions used in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope or content of this Agreement or any provision hereof

(d) The words "herein", "hereof", "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular provision.

(e) The term "include" or "including" shall mean without limitation by reason of enumeration.

(f) Each reference to an "Article" of this Agreement shall include all Sections of such Article. Similarly, each reference to a Section shall include all subsections of such Section.

(g) Any reference to any federal, State, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder.

(h) The term "Business Day" shall be reviewed and, if mutually agreeable to the Parties, revised on an annual basis.

ARTICLE 2: TERM OF AGREEMENT

This Agreement will commence on the date first above written and continues until terminated pursuant to Article 8. Servicing of the Mortgage Loans will continue until transferred pursuant to the terms of this Agreement. The effective date of such termination is the "Termination Date."

ARTICLE 3: MORTGAGE LOAN PRICING AND POOLING

3.1 Program Menu. GMACM and USAA will mutually agree upon a menu of Products to be offered under the Program (the "Program Menu") and may, from time to time, amend, modify, and supplement the Program Menu.

3.2 Purchase. Subject to the terms and conditions of this Agreement, all Pledged Production that meet the (i) All Delegated Underwriting requirements; and (ii) satisfying GMACM's pre-Funding Document Review pursuant to Section 4.7.1 shall be purchased by GMACM.

3.3 Loan Pricing:

(a) Interest Rates/Points: USAA shall sell Mortgage Loans to GMACM based on the price reflected on the daily GMACM Rate Sheet. GMACM's pricing of its rate sheet for USAA will be determined by GMACM and will be based in part on actual assumptions and costs, if any, associated with private label sale and servicing and the value of the Mortgage Loans to GMACM under the Agreement. GMACM agrees to perform a price competitiveness analysis comparing USAA's actual daily pricing "USAA Price" with GMACM's standard "Correspondent Rate Sheet" pricing model assuming USAA's assumptions for guarantee fee, buy-up and buy-down multiples per their master commitment with Fannie Mae or Freddie Mac (if applicable), and adjusted for USAA's agreed upon servicing strip (if applicable) (the "GMACM/USAA Price"). GMACM will provide this analysis to USAA monthly using the average base prices for the rate closest to par on USAA's pricing sheet each day for the products in the list below. This comparison will provide a basis to ensure competitiveness with GMACM's standard correspondent pricing, GMACM will adjust USAA's future price accordingly if pricing spread from the above comparison deviates from the target range described in the example below. The adjustment will not be retroactive but GMACM will make every attempt to bring pricing to within tolerance the same month the analysis is generated. GMACM shall transmit, via electronic facsimile, the GMACM's Rate Sheet to USAA by 8:30 a.m. Central Time every Business Day. USAA may call GMACM between the hours of 7:30 a.m. and 6:00 p.m. Central Time to obtain information on the latest price quotes. Prices shall be effective upon issue as of 9:00 a.m. Central Time each Business Day until the earlier of a price change of 25 basis points or more for the thirty (30) year FNMA conventional fixed rate product or until 9:00 a.m.

Central Time the following Business Day; provided; however, that GMACM shall have the right to correct any material mispricing involving a legitimate mistake. USAA shall advise GMACM by 9:00 a.m. Central Time each Business Day of the types of Mortgage Loans it will register with GMACM for that day (the "Pledged Production"). USAA shall register all Pledged Production with GMACM beginning at 9:00 a.m Central Time each Business Day. Further, the Parties agree that daily, between the hours of 7:30 a m. and 9:00 a.m. Central Time, the maximum aggregate dollar volume of Mortgage Loans which may be registered by USAA with GMACM based upon the previous day's rates or the latest revised pricing in effect for the previous day is); provided, however, this provision shall be reviewed upon the request of either Party made at any time after the date of the second annual anniversary of the execution of this Agreement and the Parties may, at that time, by mutual agreement, either modify or delete this provision.

Product	(example) USAA Avg. Price	(example) GMACM/USAA Avg. Price	Minimum Target Price Spread
Conventional 30 Yr. Fixed	100.537%	100.437%	.075%-.125%
Conventional 15 Yr. Fixed			.075%-.125%
Government 30 Yr. Fixed			.050%-.100%
Government 15 Yr. Fixed			.050%-.100%
Jumbo 30 Yr. Fixed			035%-.070%
Jumbo 15 Yr. Fixed			.035%-.070%

(b) Rate Lock Options: GMACM shall provide to USAA the options to register Mortgage Loans as Best Effort rate lock Commitments for periods of 15, 30, 45, and 60 days, and capped rate commitments for periods of 60, 90, 120, 180 and 270 days.

3.4 Purchase Price: GMACM shall Fund each Mortgage Loan within two (2) Business Days from, but not including, the date on which GMACM receives the Closed Loan Package. The payment amount shall be comprised of the Mortgage Loan original principal balance at the Purchase Price quoted by GMACM, plus any accrued interest owed to USAA less any accrued interest or fees owed to GMACM In addition, any escrow funds collected by USAA from the Borrower shall be deducted from the Purchase Price.

3.5 Sale of Government Loans (FHA and VA) Under This Agreement:

(a) GMACM may purchase FHA loans from USAA provided that USAA maintains a valid HUD lender identification number and has direct endorsement authority at the time of purchase by GMACM.

(b) GMACM may purchase VA loans from USAA provided that USAA maintains a valid VA Underwriting Number and is approved as a VA Automatic Underwriter or utilizes VA Direct Underwriting at the time of purchase by GMACM.

3.6 Serviced Loans: With regard to each Serviced Loan:

(a) The Servicing rights in and to such Serviced Loans shall be transferred to GMACM;

(b) All Serviced Loans may be non-separately Pooled. These Mortgage Loans shall be sold by GMACM to Agencies and Private Investors with Servicing transferred to GMACM, who will thereafter perform its duties hereunder as Servicer.

(c) USAA shall retain and enforce the Contract Rights (as defined elsewhere herein) with respect to the Serviced Loans.

3.7 Subserviced Loans. With regard to each Subserviced Loan;

(a) USAA shall retain the Servicing rights in and to the Subserviced Loans and shall be the Servicer of record.

(b) GMACM shall be the Subservicer pursuant to the terms hereof.

(c) All Subserviced Mortgage Loans shall be separately pooled and included as part of a FNMA or FHLMC Pool containing only Mortgage Loans with Servicing rights retained by USAA, and GMACM thereafter performing its duties hereunder as Subservicer in accordance with the Mortgage Loan Requirements and the terms of this Agreement. The terms "separately pooled" or to "separately pool" mean that GMACM will not include, through a sale, transfer or otherwise, any Mortgage Loan or interest therein, in any Pool sold in whole or in part by GMACM that contains loans other than Mortgage Loans purchased by GMACM from USAA hereunder, any interest in such Mortgage Loans, Agency Certificates other than Program Agency Certificates, any interest in such Agency Certificates, or MBS other than Program MBS. Unless waived in writing, GMACM will separately pool all Subserviced Loans originated under the Program.

(d) GMACM shall not assign any rights in or to the Servicing, nor shall GMACM solicit, market or cross-sell any Mortgagors of Subserviced Loans.

3.8 Contract Rights. With regard to all Mortgage Loans, USAA shall retain certain contractual rights (the "Contract Rights"). Specifically, these Contract Rights enable USAA to prohibit GMACM from: (i) assigning any right, title or interest in and to the Servicing rights to any third party whatsoever; or (ii) soliciting, marketing or cross-selling any Products or services to any Mortgagors. USAA and GMACM agree that the Contract Rights are unique rights of USAA, that remedies at law may be inadequate to protect USAA from breach of the Contract Rights by GMACM, and hereby agree that USAA may seek injunctive relief in favor of USAA, without proof of actual damages, in the event of a breach of the Contract Rights by GMACM.

3.9 Sale of Conventional Loans Under this Agreement: GMACM may purchase from USAA conforming, conventional loans with loan-to-value ratios as permitted by the applicable Investor.

3.10 Delivery of Final Documents. USAA shall deliver the Final Loan Documents within 120 calendar days from the date the Mortgage Loan is purchased by GMACM. Failure by USAA to deliver to GMACM, within 120 days from the date a Mortgage Loan was purchased, one or more of the original documents listed as Final Loan Documents shall result in an obligation on the part of USAA to indemnify and hold GMACM harmless for and from any and all costs and expenses incurred by GMACM as a result of such late delivery; provided, however, if USAA fails to deliver any of the Final Loan Documents to GMACM within the 120 day period because such Documents have not been received from the applicable recorder's office or the title company respectively, and not because of any delay within USAA's control, then GMACM shall extend the 120 day period for any reasonable time necessary for USAA to deliver the Final Loan Documents and no indemnification obligation shall be created.

ARTICLE 4: MORTGAGE LOAN PROCESSING

4.1 Mortgage Loan Commitment. Mortgage Loans will be presented by USAA to GMACM for registration and purchase pursuant to a BEC. A BEC requires USAA to present loans to GMACM for registration as Mortgage Loans in good faith with the intent to deliver them to GMACM for purchase and Funding hereunder. No penalty shall be imposed for failure on the part of USAA to close loans for reasons beyond its control. Further, a BEC requires that: (a) All Pledged Production closed Mortgage Loans must be presented to GMACM for purchase and Funding, unless declined by GMACM pursuant to the terms of this Agreement; (b) unless otherwise agreed to or provided for herein, USAA shall not deliver Pledged Production to any other lender and shall not assist in closing the Pledged Production with any other lender; and (c) all Mortgage Loans comprising a certain Pledged Production shall be made subject to a particular

Commitment Delivery Period and shall be closed and funded by USAA on or before the relevant Commitment Expiration Period and shall be delivered by USAA to GMACM upon the Delivery Expiration Date relating thereto.

4.2 Mortgage Loan Commitment Extensions. USAA may request an extension for the Commitment Delivery Period on any given Mortgage Loan provided the request is made no later than three (3) Business Days prior to the Commitment Expiration Date. An extension of fifteen (15) days will be granted for a fee equal to .125% of the Mortgage Loan original principal balance. An extension of thirty (30) days will be granted for a fee equal to .25% of the Mortgage Loan original principal balance. Requests for extensions greater than thirty (30) days will be evaluated by GMACM on a case-by-case basis and approval of such requests will not be unreasonably withheld. Mortgage Loans made the subject of extensions requested after the Commitment Expiration Date will be priced at the lower of the current market price for loans of that type or the original commitment price.

4.3 Commitment Cancellation. To cancel a BEC, USAA must submit a written Registration Sheet, a form of which is attached hereto as Exhibit "C" indicating the reasons for the cancellation

4.4 Required Volume Percentile. GMACM must register a minimum percentage of the total Mortgage Loans produced by USAA during each calendar quarter (the "Required Volume Percentile" or "RVP"). The RVP shall be calculated as follows: a fraction with the numerator of one and the denominator equal to the number of entities USAA has sold Mortgage Loans during such calendar quarter multiplied by ½ (for example, if USAA sold Mortgage Loans to two (2) entities during the calendar quarter, the required RVP is ½ x ½ = ¼ or 25%). Should GMACM fail to maintain the RVP for two (2) consecutive calendar quarters, USAA may, at its option, provide GMACM with notice of such failure. On or prior to the first calendar day of every month of this Agreement, USAA shall provide GMACM with a detailed report summarizing the anticipated RVP objective for that month and the actual RVP, including the actual production volume for the prior month. In addition, USAA will immediately provide GMACM with written notification of the entry of any new entities that will be purchasing Mortgage Loans from USAA.

4.5 Wiring Instructions. The following instructions shall be used to wire funds to GMACM:

BANK NAME:	FIRST UNION BANK / PHILADELPHIA, PA.
ABA #	031201467
ACCOUNT #	2100012764397
BENEFICIARY	GMACM MTG CORP
DESCRIPTIONATTN:	CORRESPONDENT Dept REF. "Commitment #"

The following instructions shall be used to wire funds to USAA:

BANK NAME:	USAA FEDERAL SAVINGS BANK
ABA #	314074269
ACCOUNT #	
BENEFICIARY	USAA FEDERAL SAVINGS BANK
DESCRIPTIONATTN:	

Additional wire detail should include

Borrower Name
Borrower Social Security Number
GMACM Commitment # and Mortgage Loan #

4.6 Registration. The process of registering a loan with GMACM represents the intent of USAA to deliver and sell a Mortgage Loan to GMACM. All Mortgage Loans designated as Pledged Production shall be registered by USAA with GMACM. USAA must notify GMACM of any change in the loan information provided at registration. Should the loan information be altered, re-negotiation of pricing terms may be

necessary. Upon receipt by GMACM of the altered loan information and subsequent approval of the pricing terms, modified or otherwise, an amended registration confirmation will be issued to USAA.

4.6.1 Closing and Disbursement Requirements: All Mortgage Loans to be registered must be closed and loan proceeds disbursed on or before the applicable Commitment Expiration Date. The Closed Loan Package must be delivered to GMACM on or before the applicable Delivery Expiration Date.

4.6.2 Registration Window Price locks will be accepted on Pledged Production from the time current pricing is issued until 9.00 AM Central Time the following Business Day, for each Business Day, Monday through Friday. Upon registration, GMACM shall verify the interest rate and price applicable to each Mortgage Loan registered under the Program GMACM shall fax, or send by such other method as may be mutually agreed upon, a printed confirmation of the Mortgage Loan registration to USAA.

4.6.3 Registration Procedures.

(a) After receipt of the daily GMACM Rate Sheet, as provided for elsewhere herein, USAA shall advise GMACM of the Pledged Production to be registered with GMACM that day;

(b) Price locks will be established and the Mortgage Loans designated as Pledged Production will be registered,

(c) The interest rate shall be verified for each Mortgage Loan in the subject Pledged Production;

(d) By the next Business Day, GMACM shall telefacsimile, or send by such other method as may be mutually agreed upon between the Parties, the Registration Sheet to USAA, which document constitutes confirmation of the Mortgage Loans registered for that previous day; and

(e) GMACM shall review the Registration Sheet for accuracy and completeness. Any discrepancies or incomplete information will prevent the Mortgage Loans made the subject of the inaccurate or incomplete information from being registered and will also prevent the establishment of price locks with regard to such Mortgage Loan(s). GMACM will discuss all discrepancies and incomplete information with USAA. Such discrepancies and incomplete information shall be resolved as soon as possible. Failure to resolve such discrepancies and to provide the remainder of the necessary information shall not result in a floating Mortgage Loan. Such Mortgage Loans shall be repriced at the worst of the original lock request or the current market price.

4.6.4 Registration By Telephone. Mortgage Loan registrations will be accepted on any Business Day from 9:30 a.m. to 5:30 p.m. Central Time. A Mortgage Loan may be registered or a price lock established by contacting GMACM's Loan Registration Department at 1-877-700-4622.

4.6.5 Registration By Facsimile. Mortgage Loans may be registered via facsimile seven (7) days a week, 24 hours a day. To register a Mortgage Loan via facsimile, the Loan Registration Form must be completed and transmitted to the GMACM Loan Registration Department at 215-682-1843.

Add web

4.6.6 Registration By E-Mail. Mortgage Loans may be registered via E-Mail seven (7) days a week, 24 hours a day. To register a Mortgage Loan via E-Mail, the Loan Registration Form must be completed and transmitted to Correspondentlending@gmacm.com

4.6.7 Loan Information Changes. Changes in the Mortgage Loan term or amount may cause a Mortgage Loan to be removed from one Pledged Production group and placed into another. In such an event, the Mortgage Loan shall be repriced at a rate equal to the USAA Price that was effective for that Product type as of the date of the prior, original price lock. This provision shall not apply to Mortgage Loans converted from/to fixed rate from/to adjustable rate.

4.7 Funding

4.7.1 Pre-Funding Review Each Mortgage Loan will be processed for Funding upon receipt of the Closed Loan Package. A pre-Funding review will be conducted during which all Mortgage Loan documentation will be checked for accuracy and completeness and the Mortgage Loan checked to assure compliance with the subject Program for which it was registered. In the event additional information or documentation is required, a list of required items will be sent via E-Mail or facsimile on a daily basis and the subject information or documentation must be received by GMACM no more than five (5) calendar days from the Delivery Expiration Date or the particular Mortgage Loan will be subject to re-pricing or non-purchase. The following requirements shall be verified prior to funding and as part of the pre-Funding review:

(a) The Note and Assignment must be properly endorsed and the Mortgage and all other loan documents must be error free.

(b) Any corrections, strikeovers and whiteouts to or on any document must be initialed by the Borrower.

(c) Any modifications to the Mortgage Loan documents must comply with Mortgage Loan Requirements and Agency or other Investor requirements.

Provided, however, that should any of the Mortgage Loans be incomplete or contain an error, USAA shall be given a reasonable time in which to cure the error or remedy the incompleteness; provided, further, however, in addition to any other remedy GMACM may have, or obligation which may be imposed upon USAA, as a result of such incomplete or inaccurate Mortgage Loan, in the event GMACM purchases and Funds such a Mortgage Loan, USAA shall indemnify and hold GMACM harmless for and from any and all costs and expenses incurred by GMACM as a result of such error or incompleteness

4.7.2 Loan Purchase. Upon acceptable pre-Funding review, GMACM shall Fund each Mortgage Loan and wire the Purchase Price to USAA. A purchase advice statement will be delivered to USAA prior to funding detailing the funds being wired. Barring a request for additional information or documentation during the pre-Funding review, the Funding on each Mortgage Loan shall occur by wire transfer within two (2) Business Days of receipt of the Closed Loan Package by GMACM. Upon receiving Funding, USAA is responsible for recording the Mortgage, any riders thereto and, in the case of Serviced Loans, the Assignment. When received, the recorded Mortgage and Assignment, if applicable, must be sent to:

GMACM Mortgage Corporation
Attn: Wholesale / Follow-up Unit
100 Witmer Road
Post Office Box 963
Horsham, Pa 19044-0963

Upon completion of a successful pre-Funding review, GMACM shall indemnify and hold USAA harmless for and from all costs and expenses incurred by USAA in the event GMACM does not Fund the Mortgage Loan in a timely manner.

4.8 Delivery. For each registered Mortgage Loan, USAA must submit a complete Closed Loan Package as provided for in Schedule B attached hereto. The recorded Mortgage and Assignment, along with the other documents contained in the Closed Loan Package not immediately available at the Closing Date shall be delivered to GMACM within 120 days of the Closing Date; Provided, however, that if USAA is unable to deliver documents solely because of a delay in receiving them from the applicable recording office, the documents will be made available to GMACM immediately upon receipt by USAA (the Closed Loan Package, along with the recorded Mortgage and the recorded Assignment, shall constitute the "Final Loan Documents").

4.8.1 Proper Endorsements. Hazard, flood and title insurance policies are to be endorsed as follows:

USAA Federal Savings Bank, its successors and / or assigns
Post Office Box 57003
Irvine, California 92619-7003

USAA shall assign such policies to GMACM at the address set forth above in this Subsection.

The original Note on a Serviced Loan is to be endorsed as follows:

Pay to the order of
GMACM Mortgage Corporation, its successors and / or assigns
Without recourse
This ___ day of ___, 20__
USAA Federal Savings Bank
By _____ (Signature)
Name _____
Title _____

The original Note on a Subserviced Loan is to be endorsed as follows:

Pay to the order of
____blank_____
without recourse
This ___ day of ____ , 20_____
USAA Federal Savings Bank
By: _____ (Signature)
Name: _____
Title. _____

USAA must endorse in the same manner as its name is reflected on the face of the Note.

The Assignment is to read as follows:

Assigned to GMACM Mortgage Corporation

The Assignment is to be delivered to:

GMACM Mortgage Corporation
100 Witmer Road
Post Office Box 963
Horsham, Pa. 19044-0963

USAA must execute the assignment in the same manner as it did the Mortgage and the Note. The legal description of the Mortgaged Property on the assignment must be identical to that on the Mortgage.

4.8.2 Incomplete Files. Mortgage Loans that are submitted with an incomplete Closed Loan Package will be registered and purchased by GMACM. If purchased by GMACM, the subject Mortgage Loan(s) will be placed in a suspense status. GMACM will provide daily exception reports to USAA listing each of the Mortgage Loans in a suspense status and advising as to the information or material necessary to remove the Mortgage Loan from the suspense status. Documentation necessary to remove a Mortgage Loan from the suspense status should be sent to the GMACM representative making the request at:

GMACM Mortgage Corporation
100 Witmer Road 50-TC 91
Horsham, Pa 19044
Attn: Correspondent Loans Operations Term 2
FAX: 215-682-3532
PHONE: 877-700-4622 option 2 press 2

4.8.3 Notification. GMACM will provide monthly statements that will instruct the Borrower to send payments to:

USAA Federal Savings Bank
Post Office Box 780
Waterloo, IA 50704
Attn: Payment Processing

Also, GMACM shall instruct the Borrower that all correspondence is to be sent to:

USAA Federal Savings Bank
Post Office Box 85010
San Diego, Ca 92186-5010
Attn: Customer Service
800-766-4622

4.8.4 Post-Purchase Payments. Any payments due to GMACM on registered and purchased Mortgage Loans which are received by USAA shall immediately be endorsed and forwarded to GMACM at the address set forth in the immediately preceding Section. If necessary, USAA must also contact the GMACM Customer Service Department to avoid the assessment of a late charge against the Borrower's account.

4.9 Servicing.

4.9.1 Escrows and Taxes. Any taxes due within thirty (30) days immediately prior to Funding for any given Mortgage Loan shall be paid by USAA. In the event of such a payment, GMACM shall immediately reimburse USAA or alternatively, GMACM shall add an amount equal to such payment to the next Funding. Where applicable, sufficient escrow shall be established for each given Mortgage Loan to comply with the aggregate escrow accounting methods and State and federal regulations regarding cushions.

4.9.2 Interim. All Mortgage Loan payments received by USAA after purchase shall be forwarded to GMACM as soon as possible at the address set forth in Subsection 4.8.3. All reasonable efforts shall be made on the part of USAA to avoid the imposition of a late charge. USAA shall be responsible for paying any penalties or late fees for delinquent taxes or assessments that are incorrectly reported to GMACM upon delivery of a Closed Loan Package.

4.10 FNMA Form 1072: USAA and GMACM acknowledge and agree that prior to the registration and delivery of any Subserviced Loans which shall be sold by GMACM to FNMA, USAA shall provide GMACM with (i) a properly completed Authorization for Automatic Transfer of Funds using FNMA Form 1072; and (ii) copies of any Pool purchase contracts (the "Pool Purchase Contracts") between FNMA and USAA and any and all information that GMACM reasonably requires to successfully deliver Mortgage Loans to FNMA on behalf of USAA. Also, USAA shall advise GMACM of USAA's Implied Guaranty Fee prior to the registration and delivery of any Subserviced Loans which shall be sold by GMACM to FNMA. Further, USAA shall provide GMACM sixty (60) days prior written notice of any change in the Implied Guaranty Fee payable to FNMA. Finally, USAA agrees to notify GMACM of any modifications to the Pool Purchase Contracts and to provide GMACM with copies of all renewals and replacements of the Pool Purchase Contracts during the term of this Agreement.

ARTICLE 5: PRIVATE LABEL SERVICING

5.1 Servicing Rights and Obligations. GMACM shall Service all Mortgage Loans in accordance with the Servicing Agreements, the Mortgage Loan Requirements, the Service Level Objectives as set forth in Section 12.3, and the terms and conditions of this Agreement. In the event of a conflict in the Servicing process between the terms of this Agreement and the Mortgage Loan Requirements, the terms of the Mortgage Loan Requirements shall prevail and the Party performing the Servicing shall do so in accordance with the Mortgage Loan Requirements.

5.2 Relationship of the Parties. Except as otherwise specifically provided herein, in performing its duties and obligations hereunder, GMACM shall be an independent contractor acting on its own behalf and for its own account and not an agent of USAA . GMACM shall not, in any manner or by any means, act for or on behalf of USAA in any capacity other than that of an independent contractor. Nothing herein contained shall be deemed or construed to create a partnership or joint venture between the parties.

5.3 Rights of Investors. The Parties acknowledge that their respective rights and obligations under this Agreement are subject to the rights of the Investors in the Mortgage Loans and the related Servicing Agreements, including, without limitation, the rights of the Investors to terminate the Servicing Agreements and, to the extent applicable, to rescind their recognition of this Agreement.

5 4 USAA's Name. Subject to the Mortgage Loan Requirements, GMACM shall utilize the name of USAA Federal Savings Bank in all written and verbal communications with the Mortgagor in Servicing the Mortgage Loans and shall obtain the express, prior written approval of USAA for all such communications. In cases where the text of one communication is substantially identical to another used in similar circumstances and previously approved, it shall not be necessary to obtain approval of the substantially identical text.

5.5 Servicing Compensation. GMACM shall be entitled to all servicing fees payable to the Servicer under any Servicing Agreement entered into by USAA and GMACM in connection with this Agreement and to retain the Ancillary Income, subject to any conditions or limitations set forth in the Mortgage Loan Requirements. Additionally, GMACM shall be entitled to receive or to retain such other fees or items which may be due from USAA or any other party to GMACM according to the terms hereof or according to the Mortgage Loan documentation.

5.6 Deliveries, Transfers and Notices.

5.6.1 Loan Files. Within ten (10) Business Days subsequent to Funding a particular Mortgage Loan, USAA shall:

(a) Forward the Loan File to GMACM for delivery to the Custodial Bank. The Loan File for Serviced Loans shall be delivered to the Custodial Bank in the name of, and the Custodial Bank shall hold the Serviced Loan File as agent for, GMACM as Servicer. The Loan File for Subserviced Loans shall be delivered to the Custodial Bank in the name of, and the Custodial Bank shall hold the Subserviced Loan File as agent for, USAA as Servicer.

(b) Forward all Subserviced Loans reflecting USAA as the Servicer with the Notes endorsed in blank;

(c) Forward all Serviced Loans reflecting GMACM as the Servicer with the Notes endorsed over to GMACM;

5.6.2 Notices to Mortgagors. To the extent contemplated by the applicable Mortgage Loan Requirements, GMACM and USAA shall jointly prepare and deliver to a Borrower a Servicing transfer letter, the cost of which shall be paid by USAA.

5.6.3 Conditions Precedent To Commencement Date. Prior to the Commencement Date, USAA shall obtain any and all Agency and other Investor consents that are a condition precedent to the transfer of Servicing responsibilities to GMACM. GMACM shall cooperate with and assist USAA in obtaining these consents to the extent such cooperation and assistance is requested by USAA and is consistent with the Mortgage Loan Requirements USAA shall deliver to GMACM, prior to the first Commencement Date, a certification of the authorization by USAA's board of directors, by resolution or other documentation, of the execution of this Agreement and the transaction contemplated hereby.

5.6.4 Other Notices. To the extent applicable, USAA shall have transmitted to the applicable tax services and insurance companies and/or agents, as applicable, before, or within five (5) days after, the applicable Commencement Date, instructions to deliver to GMACM from and after such date, all notices, tax bills and insurance statements, as the case may be, related to the applicable Mortgage Loans

5.6.5 Tax and Insurance Service Contracts. USAA shall make all arrangements necessary to provide transferable life of loan tax certification and flood certification as required by the Mortgage Loan Requirements. USAA shall collect a tax service fee from the Borrower and such fee shall be deducted from the Purchase Price. The tax service fee will be equal to GMACM's actual cost for the tax service.

5.7 Establishment of Custodial Accounts. GMACM shall establish and maintain Custodial Bank accounts in accordance with the Mortgage Loan Requirements.

5.8 Recourse. Except as may be otherwise provided for herein or for Indemnified Events with regard to which GMACM is the Indemnifying Party, in no event shall GMACM be liable for Losses incurred by USAA or any other Person in connection with the Mortgage Loans. GMACM also shall not be liable for errors or omissions in connection with the servicing or subservicing of a Mortgage Loan made by any Person that serviced or subserviced the Mortgage Loan prior to GMACM, and GMACM shall have no obligation to correct any such errors or omissions unless specifically requested to do so in writing by USAA, and then only if the Parties, negotiating in good faith, can agree in writing on a reasonable fee for such service; provided, however, notwithstanding anything to the contrary contained herein, the Parties acknowledge and agree that the Mortgage Loans are sold and purchased on a "non-recourse" basis, subject to the terms and conditions of this Agreement

5.9 Trained Servicing Counselors. GMACM will Service each Mortgage Loan only with counselors specifically trained regarding the Program. GMACM will maintain adequate toll-free telephone lines to answer customer questions concerning Servicing of Mortgage Loans and its counselors will answer telephone calls using the name "USAA Federal Savings Bank."

5.10 General. GMACM shall be responsible for performing the obligations set forth in this Article 5 only during the term of this Agreement and, in connection with a particular Mortgage Loan, only for such time as the Mortgage Loan is subject to this Agreement.

5.11 Payment of Mortgage Loan in Full. Upon payment of a Mortgage Loan in full in accordance with the terms of the related Note and Mortgage, upon receipt of any necessary documentation from USAA, GMACM shall prepare, or cause to be prepared, in a prompt and timely manner, any necessary release or satisfaction documents and continue to service the Mortgage Loan until final settlement. USAA shall provide GMACM with an appropriate corporate resolution for this purpose. GMACM shall give USAA monthly reports of all requests for releases, modifications and assumptions.

5.12 Cooperation. USAA shall promptly comply with GMACM's reasonable requirements after the transfer of a Mortgage Loan to GMACM pursuant to this Agreement as to the processing, shipping, and delivery of Loan Files and other records that GMACM reasonably deems necessary to service the Mortgage Loans in accordance with the Mortgage Loan Requirements.

5.13 Statement Marketing. Upon forty-five (45) days written notice, GMACM shall include marketing or other information provided by USAA, at USAA's expense, with GMACM's billing statements.

5.14 GNMA Pool Certification. In the event that the transfer date for the Servicing rights to one (1) or more GNMA Pools has been delayed because the Pools have not been finally certified or recertified, and GMACM Services such Pools hereunder, USAA shall be responsible for assisting GMACM in obtaining final certification for each such GNMA Pool and USAA shall be liable for any and all costs associated with such certification or a failure of certification If USAA so requests, GMACM will assist USAA, at USAA's cost and expense, in the efforts to obtain final certification or recertification of such Pools, as separately agreed to by USAA and GMACM

5 15 Servicing Costs. Except as otherwise provided for herein or in the Mortgage Loan Requirements, GMACM shall be responsible for and shall satisfy all costs and expenses it incurs in Servicing the Mortgage Loans.

5.16 PMI. USAA shall receive, and shall be entitled to retain, all revenue derived from PMI. USAA may, but is not obligated to, advise GMACM of those Mortgage Loans where USAA has not provided for reinsurance and, subject to USAA's approval, GMACM may provide such reinsurance.

5.17 IRS Designation Clause. Pursuant to the requirements of the Internal Revenue Service Procedures and in accordance with the applicable provisions of the IRS Code, GMACM will provide a 1098 return for the amount of interest it actually collects with regard to each Mortgage Loan. This 1098 return shall reflect all discount points, origination fees and prepaid interest charged on any given Mortgage Loan. These provisions shall cover all Mortgage Loans for the term of this Agreement. Individual designation agreements will not be drawn up on each individual Mortgage Loan closing or on an annual basis covering USAA's volume.

5.18 Forced Placed Insurance. GMACM shall provide USAA with notice at least fifteen (15) days prior to the premium due date of all Mortgage Loans where GMACM wishes to force place insurance. USAA shall have fifteen (15) days from the date of receipt of such notice, or until the day prior to the expiration date of applicable insurance coverage, whichever is less, in which to establish whether the Mortgagor has an appropriate insurance policy through USAA or an affiliate of USAA and to so advise GMACM

ARTICLE 6: WARRANTIES, REPRESENTATIONS AND COVENANTS

6.1 GMACM's Warranties, Representations and Covenants. As an inducement to enter into this Agreement, GMACM represents, warrants and covenants as of the date hereof:

6.1.1 Corporation. GMACM is a corporation duly organized, validly existing and in good standing under the laws of the State of its incorporation and has all requisite corporate power and authority to own, operate and lease its properties and to carry on its business as presently conducted. GMACM is duly qualified and in good standing to do business as a foreign corporation in each jurisdiction where the nature of its business or the location of its assets makes such qualification necessary.

6.1.2 Authority to Execute and Perform. GMACM has all requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by GMACM and the consummation by it of the transaction contemplated hereby (a) have been duly authorized by all necessary corporate action, (b) do not otherwise require the consent, waiver, approval, license or authorization of, or filing or registration with or notification to, any person, other than affected Investors (c) do not violate any provision of law, whether federal, State or local, applicable to GMACM or the corporate charter or bylaws of GMACM and (d) will not, with or without the giving of notice and/or the passage of time, conflict with or result in a breach or termination of any provision of, or constitute a default under, or result in the creation of any lien, charge or encumbrance upon any of the property or assets of GMACM pursuant to any material mortgage, deed of trust, indenture or other agreement or instrument, or any law, whether federal, State or local, or other restriction of any kind or character, to which such GMACM is a party or by which GMACM or any of its assets may be bound. This Agreement has been duly executed and delivered by GMACM and is a valid and binding obligation of GMACM.

6.1.3 Financial Statements. GMACM shall provide to USAA (a) Within ninety (90) days of the end of each fiscal year, the year end audited consolidated balance sheets of GMACM and its subsidiaries and of GMAC Residential Holding Corp., and for both corporations, the related consolidated statements of income, stockholder's equity and cash flows, including without limitation the notes thereto, which shall present fairly, in all material respects, the financial position of GMACM and of it subsidiaries and of GMAC Residential Holding Corp. at the date of such financial statements; such financial statements having been prepared in conformity with generally accepted accounting principles, and (b) Within thirty (30) days of the end of each fiscal quarter, the unaudited financial statements of GMACM, including, but not limited to, the balance sheet, income statement and cash flow statement, and (c) Since the date of the financial statements most recently delivered to USAA by GMACM and GMAC Residential Holding Corp , there has not been any material adverse change in the condition (financial or otherwise), results of operations, assets, business or operations of either GMACM or GMAC Residential Holding Corp

6.1.4 Legal Authority. GMACM possesses all approvals, authorizations, consents, licenses, orders, and other permits of all governmental agencies and authorities, whether federal, State or local, required to permit the operation of the business of GMACM as presently conducted, except approvals, authorizations, consents, licenses, orders and other permits, the failure of which to possess can be cured without having a material adverse effect on GMACM's ability to perform under this Agreement.

6.1.5 Compliance and Laws. GMACM is, in the conduct of its business, in compliance with all federal, State and local laws applicable to it, the enforcement of which, if GMACM was not in compliance, in individual instances or in the aggregate, would have a material adverse effect on GMACM's ability to perform under this Agreement.

6.1.6 Pending Litigation. There is no litigation pending or, to GMACM's knowledge, threatened, which, in the reasonable judgment of GMACM upon advice of counsel, will adversely affect the enforceability of any provision of this Agreement or which will have a material adverse effect on the ability of GMACM to perform under this Agreement.

6.1.7 Truthful Representations. Neither the representations and warranties of GMACM set forth in this Agreement nor any written statement, report or other document furnished or to be furnished by GMACM pursuant to this Agreement or in connection with the transactions contemplated hereby, contains or will contain, any untrue statement of a material fact or omits or will omit to state a material fact necessary to make such representations, warranties or statements, in light of the circumstances on which they were or are made, not misleading in any material respect.

6.1.8 Approval of and Good Standing with Governmental Agencies. Except where the failure to be approved and in good standing or to meet eligibility criteria or other requirements as described herein does not and will not have, or can be cured without having, a material adverse effect on GMACM's ability to perform under this Agreement, GMACM (a) is approved and in good standing to sell Mortgage Loans to, and Service Mortgage Loans, for FNMA and FHLMC, (b) is approved and in good standing to issue fully-modified pass-through mortgage backed certificates guaranteed as to timely payment of principal and interest by GNMA and to Service Mortgage Loans underlying such certificates, (c) meets the seller/servicer eligibility criteria set forth by GNMA, FNMA, and FHLMC (d) meets all requirements set forth by HUD, and (e) meets all material requirements of applicable laws, whether federal, State or local, so as to be eligible to originate, purchase, hold, sell and Service Mortgage Loans.

6.1.9 Evidence of Ability to Purchase. During the third quarter of each calendar year, USAA shall advise GMACM of that portion of the anticipated Mortgage Loan volume, by number and dollar amount, for the coming fiscal year, which USAA expects GMACM to purchase. Within ten (10) days of receipt of such information, GMACM shall provide evidence satisfactory to USAA of GMACM's financial capacity (by means of existing or expected credit lines, securitizations and similar credit arrangements) and ability to effect such a volume of Mortgage Loan purchases. Such satisfactory evidence may include, but not be limited to, a letter from the chief financial officer, or similarly situated officer, of GMACM setting forth, describing and certifying to, in some detail, the credit arrangements constituting such financial capacity and ability.

6.1.10 Future Compensation. Should USAA, at some future time during the term of this Agreement, wish to receive a "strip" or portion of the Servicing Premium (the "Annuity"), GMACM agrees to negotiate the terms of such Annuity in good faith and to enter into such an arrangement regarding the Annuity as may be mutually and reasonably agreeable to the Parties. USAA shall be permitted to protect any such Annuity to be received by the granting of a security interest from GMACM to USAA and GMACM agrees to negotiate in good faith the collateral which shall comprise such a security interest

6.1.11 Change of Century. GMACM has all critical systems and software necessary for GMACM to meet its obligations and duties under this Agreement and any Amendment hereto. Further, both GMACM and, to the best of its knowledge, its service providers, are Year 2000 Ready. As used in this Agreement "Year 2000 Ready" means all systems, software and pieces of equipment record, store, process, calculate, sort, compare, transfer, and present any dates or date-related activities at the same level of functionality as would otherwise be provided in the absence of a "Millennium Date" (any date after December 31, 1999) or leap year occurrence.

6.1.12 Duties Regarding All Mortgage Loan Files: While Servicing or holding Mortgage Loan Files, GMACM shall:

(a) Make delivery of the Mortgage Loan Files to the Custodial Bank as soon as possible by means of overnight delivery or other courier service;

(b) Provide USAA no later than thirty (30) days following the last day of each calendar quarter with a listing, by individual Mortgage Loan number and individual Mortgage Loan amount of all Mortgage Loans received by GMACM during such calendar quarter, together with the disposition of such Mortgage Loan;

(c) Hold all Mortgage Loans received in a fiduciary capacity as agent and as trustee for USAA;

(d) Segregate the Mortgage Loan Files from all other documentation and material in the possession or under the control of GMACM and clearly indicate at, in or on the location where the Mortgage Loans are stored or held, that such Mortgage Loan Files are stored or held at that location and that they are held in trust for USAA pending Funding;

(e) Maintain, or cause to be maintained, the GMACM Net Worth Requirement at all times during the term of this Agreement and provide evidence thereof each calendar quarter to USAA.

(f) Agree that, on an annual basis, the GMACM Net Worth Requirement shall be renewed in an amount to be mutually agreed upon by the Parties.

6.1.13 Collateral Requirements. In the event of failure on the part of GMACM to maintain, or cause to be maintained, the GMACM Net Worth Requirement, GMACM shall grant USAA a security interest in and to the following Collateral:

(a) Collateral having a Market Value exceeding one hundred percent (100%) of the GMACM Obligation Amount if composed of

(i) obligations of the United States of America or its agencies;

(ii) obligations fully guaranteed by the United States of America or its agencies as to principal and interest;

(iii) FHLMC Certificates, FNMA Certificates or GNMA Certificates;

(iv) notes, drafts, bills-of-exchange or banker's acceptances that are eligible for rediscount or purchased by a Federal Reserve Bank; or

(v) a segregated, specifically designated deposit account with USAA or another FDIC-insured financial institution approved by USAA, or

(vi) a standby letter of credit issued by an FDIC insured financial institution approved by USAA.

or

(b) Collateral having a Market Value exceeding one hundred ten percent (110%) of the GMACM Obligation Amount if composed of obligations of any State or political subdivision of any State that are rated in one of the four top rating categories of Moody's Investors Service, Inc ; or

(c) Collateral having a Market Value exceeding one hundred thirty percent (130%) of the GMACM Obligation Amount if composed of common stock of a corporation that is rated in one of the four top rating categories of Moody's Investor Service, Inc. or such other Collateral as may be agreed to from time to time by the Parties.

Collectively, the Market Value of Collateral requirements set forth above in this Subsection shall be hereafter referred to as the "Collateral Market Value Requirements".

6.1.14 Periodic Collateral Valuation and Adjustment.

(a) Periodically, at the expense of the requesting Party, the Market Value of the Collateral shall be determined. The "Market Value" of any Collateral, as of any date, is the price of such Collateral on such date obtained from a generally recognized source agreed to by the Parties or the most recent closing bid quotation from such a source, plus accrued income to the extent not included therein as of such date (unless contrary to market practice for such Collateral).

(b) If at any time the aggregate Market Value of Collateral is less than the Collateral Market Value Requirements, then USAA may, by notice to GMACM, require GMACM, within ten (10) Business Days after the notice, to assign and grant a security interest to USAA in additional Collateral sufficient so that the aggregate Market Value will thereupon equal or exceed the Collateral Market Value Requirements.

6.2 USAA's Warranties, Representations and Covenants. As an inducement to enter into this Agreement, USAA represents, warrants and covenants as of the date hereof:

6.2.1 Federally Chartered Savings Institution. USAA is a duly organized and validly existing federally chartered savings association and has all requisite corporate power and authority to own, operate and lease its properties and to carry on its business as presently conducted. USAA is duly qualified and in good standing to do business as foreign association in each jurisdiction where the nature of its business or the location of its assets makes such qualification necessary, except where the failure to be so qualified or in good standing does not and will not have a material adverse effect on USAA's ability to perform under this Agreement. USAA has taken all required action to enter into this Agreement and to perform the transactions contemplated hereunder. Further, USAA and each of its directors, officers, agents and employees have acquired and will maintain all necessary licenses and other authorities to transact the business contemplated hereunder; Except approvals, authorizations, consents, licenses, orders and other permits the failure of which to possess can be cured without having a material adverse effect of USAA's ability to perform under this Agreement.

6.2.2 Authority to Execute and Perform. USAA has all requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by USAA and the consummation by it of the transactions contemplated hereby (a) have been duly authorized by all necessary corporate action, (b) do not otherwise require the consent, waiver, approval, license or authorization of or filing or registration with or notification to, any person other than the Agencies, (c) to USAA's knowledge, do not violate any provision of law, whether federal, State or

local, applicable to USAA or the corporate charter or bylaws of USAA, and (d) will not, with or without the giving of notice and/or the passage of time, conflict with or result in a breach or termination of any provision of, or constitute a default under, or result in the creation of any lien, charge or encumbrance upon any of the property or assets of USAA pursuant to, any material mortgage, deed of trust, indenture or other agreement or instrument, or any law, whether federal, State or local, or other restriction of any kind or character, to which USAA is a party or by which USAA or any of its assets may be bound This Agreement has been duly executed and delivered by USAA and is a valid and binding obligation of USAA enforceable against it in accordance with its terms.

6.2.3 Financial Statements USAA shall provide to GMACM within ninety (90) days from the end of each fiscal year (a) the year end audited consolidated balance sheets of USAA and its subsidiaries and the related consolidated statements of income, stockholder's equity and cash flows delivered to GMACM by USAA, including, without limitation, the notes thereto, which shall present fairly, in all material respects, the financial position of USAA and its subsidiaries at the date of such financial statements and the results of their operations and their cash flows for the periods of time described in such financial statements in conformity with generally accepted account principles, and (b) since the date of the financial statements most recently delivered to GMACM by USAA, there has not been any material adverse change in the condition (financial or otherwise), results of operations, assets, business or operations of USAA.

6.2.4 Legal Authority. USAA possesses all approvals, authorizations, consents, licenses, orders and other permits of all governmental agencies and authorities, whether federal, State or local, required to permit the operation of the business to USAA as presently conducted, except approvals, authorizations, consents, licenses, orders and other permits the failure of which to possess can be cured without having a material adverse effect on USAA's ability to perform under this Agreement.

6.2.5 Compliance with Laws. USAA is, in the conduct of its business, in compliance with all federal, State and local laws applicable to it, the enforcement of which, if USAA were not in compliance, individually or in the aggregate, would have a material adverse effect on USAA's ability to perform under this Agreement.

6.2.6 Pending Litigation. There is no litigation pending or, to USAA's knowledge, threatened, which, in the reasonable judgment of USAA, upon advice of counsel, will adversely affect the enforceability of any provision of this Agreement, or which will have a material adverse effect on the ability of USAA to perform under this Agreement.

6.2.7 Truthful Representations. Neither the representations and warranties of USAA set forth in this Agreement, nor any statement, report or other document furnished or to be furnished by USAA pursuant to this Agreement or in connection with the transactions contemplated hereby contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make such representations, warranties or statements, in light of the circumstances in which they were or are made, not misleading in any material respect.

6.2.8 Approval of and Good Standing with Governmental Agencies. Except where the failure to be approved and in good standing or to meet eligibility criteria or other requirements as described herein does not and will not have, or can be cured without having, a material adverse effect on USAA's ability to perform under this Agreement, USAA (a) is approved and in good standing to service Mortgage Loans for FNMA and FHLMC and GNMA, (b) meets the eligibility criteria set forth by FNMA and FHLMC and GNMA, (c) meets all material requirements of applicable laws, whether federal, State or local, so as to be eligible to Service Mortgage Loans

6.2.9 Change of Century. USAA, and any Mortgage Loan sold to GMACM under this Agreement, are year 2000 compliant and compatible, and its systems and services shall function without error or fault in the processing, including, but not limited to, calculating, managing, manipulating, comparing and sequencing of date and date-related data, for the years 2000 and beyond. To the extent that third party service providers are responsible for any of such systems and services, the representations herein are made to the best of USAA's knowledge.

6.2 10 USAA's Obligations, Representations, Warranties and Covenants with Respect to Each Mortgage Loan Sold Under This Agreement. With respect to each Mortgage Loan registered with GMACM in accordance with Articles 3 and 4 hereof, USAA represents, warrants and covenants, which representations, warranties and covenants shall be true at the time or registration and also at the time of Funding of each Mortgage Loan, and which shall survive the purchase thereof by GMACM, its successors and assigns, that the Mortgage Loan has been originated in compliance with all applicable Mortgage Loan Requirements.

6.3 Survival The representations and warranties set forth in this Section will survive the execution of this Agreement and the consummation of the transaction described herein.

ARTICLE 7: REPURCHASE, REPAYMENT AND INDEMNITY

7 1.1 Repurchase. USAA agrees to repurchase any Mortgage Loan(s) from GMACM under the terms and conditions set forth herein in the event of being provided with notice that

(a) Any Investor has required GMACM to repurchase, or any Investor shall decline to purchase, guaranty or insure, a Mortgage Loan by reason of failure to originate the Mortgage Loan in accordance with Mortgage Loan Requirements; or

(b) USAA has failed to provide a complete Closed Loan Package as provided for herein;

USAA shall have ten (10) days after receipt of such notice from GMACM to cure any defect. If such defect is not cured within the requisite time frame, USAA shall repurchase the Mortgage Loan at the terms and price set forth herein. Any repurchase must occur within five (5) days of written demand and delivery to USAA of the Closed Loan Package. The repurchase amount paid to GMACM shall be the greater of (a) the original Purchase Price paid to USAA, if not resold; or (b) the remaining principal balance (if resold) plus SP, plus any accrued interest, late charges, escrow deficiencies and any other costs, administrative fees, expenses, attorney fees and other amounts which may relate to or be associated with the repurchase. For the purposes of this Section, the SP will be calculated in accordance with Section 7.1.2 referenced below.

7.1.2 Early Default Repayment. In the event that any of the first 4 payments due to GMACM become 30 days or more delinquent or the Mortgage Loan becomes 90 or more days delinquent in the first 12 months, GMACM shall immediately, but, in any event, no later than ten (10) days following the first occurrence of such delinquency, provide USAA with notice thereof. USAA shall have thirty (30) days from, but not including, the date of receipt of such notice in which to effect a cure of the delinquency. Should USAA fail to effect a cure, and provided that the delinquency was not the result of some act or omission on the part of GMACM, then USAA shall rebate the SP to GMACM. For the purposes of this paragraph, the SP shall be the following percentages of the original Mortgage Loan principal balance: (a) Conventional Fixed Mortgage Loans = 1.6%; (b) Convention ARM Mortgage Loans = 1.3%; and (c) GNMA Fixed Mortgage Loans = 2.35%.

7.1.3 VA No-Bids. USAA shall reimburse GMACM for fifty percent (50%) of the aggregate foreclosure costs incurred by GMACM during each calendar year with respect to any Mortgage Loans for which the VA provides a no-bid notice.

7.2 Indemnification by GMACM Subject to the terms and conditions hereof, GMACM shall indemnify, defend and hold USAA harmless against and in respect of, and shall reimburse USAA for, any and all Losses associated with enforcing any rights hereunder, suffered or incurred by USAA arising out of, resulting from or relating to:

(a) Any material misrepresentation made by GMACM in this Agreement, or in any Schedule, Exhibit, written statement or certificate furnished by GMACM pursuant to this Agreement.

(b) Any breach by GMACM of a representation, warranty or covenant of GMACM contained in this Agreement, or in any agreement entered into by the Parties in connection with this Agreement, or in any Schedule, Exhibit, written statement or certificate furnished by GMACM pursuant to this Agreement.

(c) Errors and omissions in Servicing any of the Mortgage Loans on the part of GMACM on or after the applicable Commencement Date, including without limitation any litigation arising out of, resulting from or relating to such an error or omission.

(d) Any fraud in the Servicing of the Mortgage Loan, whether or not as a result of any act or omission on the part of GMACM or the Mortgagor.

(e) Any PMI lapses due to any act or omission by GMACM.

7.3 Indemnification by USAA. Upon the terms and subject to the conditions hereof, USAA shall indemnify and hold GMACM harmless against and in respect of, and shall reimburse GMACM for, any and all Losses suffered or incurred by GMACM arising out of, resulting from or relating to:

(a) Any material misrepresentation made by USAA in this Agreement or in any Schedule, Exhibit, written statement or certificate furnished by USAA pursuant to this Agreement.

(b) Any breach by USAA of a representation, warranty or covenant of USAA contained in this Agreement, or in any agreement entered into by the Parties in connection with this Agreement, or in any Schedule, Exhibit, written statement or certificate furnished by USAA pursuant to this Agreement.

(c) Errors and omissions in the processing or originating of any Mortgage Loan on the part of USAA or any vendor prior to the applicable Commencement Date.

(d) GMACM's compliance with instructions or requirements of USAA or an Investor in connection with Servicing Mortgage Loans under this Agreement.

(e) Any claim, litigation or proceeding as to which GMACM has been made or shall be made a party as a result of its acting as, or status as, Servicer or Subservicer of a Mortgage Loan, which claim, litigation or proceeding is not based on a misrepresentation, breach or error or omission on the part of GMACM in connection with which GMACM must indemnify USAA under Section 7.2.

(f) Any fraud in the origination of the Mortgage Loan, whether or not as a result of any act or omission of USAA or the Mortgagor;

(g) Any PMI lapses due to any act or omission by USAA, or by the failure of USAA to obtain such insurance or guaranty within the time period required by law, regulation, contract or otherwise.

7.4 Indemnification Procedures.

7.4.1 General. If at any time Indemnified Party learns of a Loss that is, or that could result in, an Indemnified Event, including, without limitation, a claim of an Investor or Insurer that is or could result in a repurchase demand by the Investor, Indemnified Party shall give to the other Indemnifying Party notice within such time as is reasonable under the circumstances, describing such Loss in reasonable detail and shall provide the Indemnifying Party, at the Indemnifying Party's cost and expense, a period of time equal to the Cure Period (defined elsewhere herein) to cure such defective condition underlying any such claims to satisfaction of the Indemnified Party and the relevant Investor, if any. In the event that a demand or claim for indemnification is made hereunder with respect to Losses the amount or extent of which is not yet known or certain, the notice of demand for indemnification shall so state, and, where practicable, shall include an estimate of the amount of the Losses. In the case of any notice of indemnification hereunder involving any claim of any third party, the Indemnifying Party shall have responsibility for, and shall assume all expense with respect to, the defense and /or settlement of such claim, subject to the following:

(a) The Indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim.

(b) The Indemnifying Party shall obtain the prior written approval of the Indemnified Party prior to the settlement of a claim, which approval shall not be unreasonably withheld, and if unreasonably withheld, should a judgment be entered for a greater amount, then Indemnified Party shall be responsible for payment of the increment above the proposed settlement amount (the "Incremental Payment") Before entering into any settlement of such claim or ceasing to defend against such claim if, pursuant to or as a result of, such settlement or cessation (i) injunctive or other relief (excepting the payment of money damages) would be imposed against any Indemnified Party which could materially interfere with the business, operations, assets, condition or prospects of the Indemnified Party, or (ii) the settlement or cessation shall result in an indemnification obligation of the Indemnifying Party that, in the reasonable judgment of the Indemnified Party, cannot be fulfilled by the Indemnifying Party in accordance with the terms of this Agreement, then, at its own expense, the Indemnified Party shall be permitted the opportunity to assume the defense or negotiation of settlement of such a claim. In such an event, the Indemnified Party shall be responsible for any Incremental Payment.

(c) If the Indemnifying Party does not provide to the Indemnified Party, within fifteen (15) days after receipt of a notice of indemnification, a written acknowledgment that the request for indemnification involves a matter which the Indemnifying Party is obligated to indemnify the Indemnified Party for and that the Indemnifying Party shall assume responsibility for the defense or settlement of such claim as provided in this Section 7.4, then the Indemnified Party shall have the right to defend and settle the claim in such manner as it may deem appropriate at the cost and expense of the Indemnifying Party, and the Indemnifying Party shall promptly reimburse the Indemnified Party for all such costs and expenses.

(d) Notwithstanding anything to the contrary herein contained, in the case of a claim on the part of an Investor, the Indemnified Party shall have the right to settle the claim on a reasonable basis without the consent or involvement of the Indemnifying Party, if the failure to settle the claim could materially and adversely impact upon its relationship with that Investor. Before settling such a claim the Indemnified Party shall provide notice to the Indemnifying Party of its intent to settle the claim, and, if reasonably practicable under the circumstances, such notice shall be provided at least three (3) Business Days before the claim is settled.

7.4.2 Interest. In the event that an Indemnified Party pays out-of-pocket any Loss for which it is entitled to indemnification under this Article 7, then the amount paid by the Indemnifying Party to reimburse the Indemnified Party for such Loss shall include interest on the amount of the Loss at the Prime Rate, from the date that notice of the out-of-pocket Loss was given to the Indemnifying Party to the date of reimbursement.

7.4.3 Early Payoff. If GMACM provides evidence satisfactory to USAA of a Mortgage Loan prepayment by reason of Refinance, then, within the time period provided under this Section, as measured from the date of Funding, USAA will rebate a percentage of the original principal Mortgage Loan balance to GMACM within 45 days of prepayment in accordance with the following schedule:

(a) If such prepayment is made before the first annual anniversary date of the Funding, on Conventional Mortgage Loans, USAA shall refund an amount equal to 0.250% of the original principal Mortgage Loan balance, and on all other Mortgage Loans, USAA shall refund an amount equal to 0.500% of the original principal Mortgage Loan balance;

(b) If such prepayment is made after the first annual anniversary date of the Funding but on or before the second annual anniversary date, on Conventional Mortgage Loans, USAA shall refund an amount equal to 0.200% of the original principal Mortgage Loan balance, and on all other Mortgage Loans, USAA shall refund an amount equal to 0.300% of the original principal Mortgage Loan balance;

(c) If such prepayment is made after the second annual anniversary date of the Funding but on or before the third annual anniversary date, on Conventional Mortgage Loans, USAA shall refund an amount equal to 0.150% of the original principal Mortgage Loan balance, and on all other Mortgage Loans, USAA shall refund an amount equal to 0.250% of the original principal Mortgage Loan balance.

ARTICLE 8: TERMINATION

8.1 Termination Without Cause. Either Party may terminate this Agreement without cause by providing at least 120 days written notice to the other Party.

8.2 Termination For Breach. If a Party (the "Defaulting Party") shall have committed an Event of Default then the other Party shall have the right to give the Defaulting Party a notice of termination. This Agreement shall terminate upon the receipt by the Defaulting Party of such notice of termination.

8.3 Termination for Loss of Approval. In the event that an Agency or Investor terminates an approval that is necessary for either Party to Service any Mortgage Loans hereunder, and such approval is not reinstated within thirty (30) days after the approval was terminated, the other Party may terminate this Agreement as to the affected Mortgage Loans, which notice shall become effective upon receipt.

8.4 Termination For Failure To Achieve RVP. Either Party shall have the right to give the other Party a notice of termination upon the failure of GMACM to satisfy the RVP for four (4) consecutive calendar quarters. This Agreement shall terminate upon receipt of such notice of termination.

8.5 Termination For Failure To Achieve Required PEQ Rating. Either Party shall have the right to give the other Party a notice of termination upon failure of GMACM to satisfy the Required PEQ Rating for four (4) consecutive calendar quarters. This Agreement shall terminate upon receipt of such notice of termination.

8.6 Termination For Failure To Agree Upon GMACM Net Worth Requirement. Either Party shall have the right to give the other Party a notice of termination upon failure to agree upon the GMACM Net Worth Requirement for any given year.

8.7 Requirements and Effect of Termination.

8.7.1 Upon valid and proper termination of this Agreement pursuant to any provision of this Article 8 and except as provided in this Section 8.7, no Party hereto shall have any liability or further obligation to the other Party hereunder other than the obligation to complete the transactions and make the payments contemplated by this Agreement, except that if a Non-Defaulting Party terminates this Agreement pursuant to Section 8.2, then it shall be entitled to such remedies as may be available to it under law or equity. The termination of this Agreement by a Party pursuant to Sections 8.1 through and including 8.6, shall not, of itself, absent a Party providing the other Party hereto with specific notice of termination of Servicing, relieve any Party of the Servicing obligations set forth herein as to any Mortgage Loans already purchased and Funded by GMACM.

8.7.2 Notwithstanding the foregoing, the termination of the Servicing of a Mortgage Loan shall not be considered a termination of this Agreement, and therefore the termination fee and other provisions of this Article 8 shall not apply in the following situations: (i) the termination of the Servicing of a Mortgage Loan upon the acquisition of Mortgage Loan, servicing rights released, or the acquisition of the Servicing to the Mortgage Loan by GMACM; (ii) the termination by USAA of the Servicing of a Mortgage Loan that is in Foreclosure, upon five (5) Business Days' notice to GMACM; and (iii) any other termination, including payoff claims and defaults, arising from action or inaction by a Mortgagor.

8.7.3 Excepting for the situations set forth in Subsection 8.7.2, the termination of the Servicing of any Mortgage Loan shall be considered a termination of this Agreement as to the affected Mortgage Loan and, therefore, the provisions of this Article shall apply. In the event of termination of Servicing, in exchange for the transfer of the Servicing to USAA or its designee, USAA shall pay to GMACM the Fair Market Value for the remaining Servicing rights as determined by the median of three independent and mutually agreed upon brokers' valuations of the remaining Servicing revenue, including all Ancillary Income.

8.7.4 Upon termination of this Agreement by either Party, and upon a Party providing the notice of termination of Servicing as provided for in Section 8.7.1, GMACM, in accordance with USAA's instructions and within ninety (90) days (or a mutually agreeable time frame), shall deliver to USAA or its designee the Loan Files and related records for the affected Mortgage Loans and shall transfer the related Mortgage Escrow Account balances to the depository institution identified by USAA. GMACM also shall provide the related Mortgagors, applicable issuers of PMI and applicable taxing authorities and insurance companies and/or agents with written notice of the transfer or termination of the Servicing or the subservicing, as applicable, to USAA or its designee.

8.8 Survival of Obligations. The obligations relating to the Sections on Warranties, Confidentiality, Ownership, Indemnification, Publicity, and Limitation of Liabilities, Contract Rights, and those provisions contained in Section 13.26 hereof, will survive any expiration or termination of this Agreement.

ARTICLE 9: CONFIDENTIAL INFORMATION

9.1 Information. Each Party may be given access to the other Party's confidential and proprietary information. For the purposes of this Agreement, the term "Confidential Information" shall mean material or information proprietary to either Party or designated as Confidential Information by such Party and not generally known by third parties. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing). Mortgagor information of any kind; proprietary business procedures; servicing fees or prices; policies or business plans; discoveries; ideas; concepts; software in various stages of development; marketing techniques and materials; marketing and development plans and procedures; customer, employee, and member names, addresses, telephone numbers, and other information related to customers, employees, and members; price lists; pricing policies and financial information. Confidential Information also includes any information described above which either Party obtains from a third party or is jointly developed by the Parties and/or which either Party treats as proprietary or designates as Confidential Information.

9.2 Disclosure. Each Party will keep, protect and safeguard the other Party's Confidential Information by means of reasonable security standards. The Confidential Information of any Party shall not be used by the other Party other than for the uses herein contemplated. If received electronically, each Party will afford it at least the same level of security as it would under this Agreement for information received in a paper based document transaction. Further, each Party will only disclose Confidential Information to persons who have a "need to know" the Confidential Information to provide services under this Agreement. Each Party will apprise said Persons of the confidentiality obligations and ensure that they comply with the terms of this Agreement.

9.3 Exclusions. Confidential Information will not include information which: (a) is or becomes available to the general public through no fault of the party receiving the Confidential Information (the "Recipient"); (b) is independently developed by the Recipient; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; or (d) is required to be disclosed by court order or operation of law. Before disclosing any Confidential Information under a court order or operation of law, the Recipient shall provide the other party with reasonable notice and the opportunity to object to or limit such disclosure.

9.4 Equitable Relief. The Party suffering a breach of this Article (for the purposes hereof the "Injured Party") may suffer irreparable harm in the event that the recipient of the Confidential Information, and breaching Party hereunder, fails to comply with the terms of this agreement. Monetary damages may be inadequate to compensate for such breach. Accordingly, in addition to any other remedies available to it at law or in equity, the Injured Party shall be entitled to injunctive relief to enforce the terms of this Agreement.

9.5 Nondisclosure of Terms. Neither Party shall disclose the terms of this Agreement to any party outside of the Investors or GMACM, USAA, its Affiliates, or their agents or consultants not having a "need to know" for the performance of the duties contemplated by this Agreement.

ARTICLE 10: INSURANCE REQUIREMENTS

10.1 Insurance. GMACM will maintain at its expense, at a minimum, the following insurance during the term of this Agreement: (a) Workers' Compensation in the statutory limits required by the state of GMACM's domicile (including other states endorsement) and Employers' Liability with limits of $1,000,000 and (b) Commercial General Liability and Automobile Liability with minimum limits of $1,000,000 for Bodily Injury and $1,000,000 for Property Damage per occurrence (to include contractual liability on a blanket basis for liability assumed hereunder), $1,000,000 aggregate and excess liability insurance with minimum limits of $4,000,000. (c) Professional Liability Insurance with limits of at least $2,000,000 which covers the type of Services GMACM is required to perform under this Agreement. A certificate of insurance evidencing the above must be presented and satisfactory to USAA prior to commencement of the Services. GMACM agrees that it will maintain insurance to cover any indemnity obligation that it has assumed under this Agreement. All policies will be primary and at GMACM's sole expense. Insurance coverage will be in a form and carrier acceptable to USAA with a minimum rating of A:VII or higher. GMACM shall provide, upon written request, a Certificate of Insurance as evidence thereof. All certificates shall provide for a thirty (30) day cancellation notice from the insurance carrier. GMACM shall immediately notify USAA of any cancellation notice or major modification of the insurance policies described herein by the insurance carrier. Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation against USAA, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, and their insurers.

10.2 GMACM Insurance. GMACM shall maintain such types of insurance and in such amounts as is required to maintain its status as a GNMA issuer, FHLMC seller and FNMA seller.

10.3 USAA Insurance. USAA shall maintain both errors and omissions insurance and fidelity bond coverage which meets or exceeds the requirements for such insurance established by FNMA and FHLMC in the FNMA Guide and FHLMC Guide, respectively.

ARTICLE 11: HARDWARE AND SOFTWARE

11.1 USAA Premises. GMACM will not bring any hardware or software onto USAA's premises unless such items are necessary for GMACM to perform Services under this Agreement. All such hardware and software must be inspected/scanned by USAA before GMACM may use said items on USAA's premises. GMACM will obtain approval, and comply with the directives, of USAA's I/T Architecture (to include USAA's Network Access & System Security, among other organizations) prior to connecting any hardware to the USAA network. Further, GMACM shall permit USAA's Network Access & System Security to conduct a GMACM site certification visit prior to the transfer or storage of any USAA electronic data to/at that site.

ARTICE 12: CUSTOMER SERVICE

12.1 Performance Evaluation Questionnaire.

(a) USAA will, from time to time, during each calendar quarter, conduct performance evaluation questionnaires to evaluate various aspects of the Servicing efforts of GMACM (the "PEQ(s)");

(b) The PEQs are addressed to, and are to be returned by, Borrowers randomly selected by USAA. Each PEQ is comprised of various questions relating to aspects of the Servicing of the Mortgage Loans. Each PEQ contains, among other questions, the following. "How would you rate the overall service you receive on the servicing of your USAA FSB Mortgage Loan?" (the "Servicing Evaluation Question"). The PEQ requests the Borrower to rate Servicing performance on a sliding scale from "5" (excellent) to "1" (poor). The first PEQ to be conducted relevant to this Agreement (the "Initial PEQ") will be addressed to currently existing randomly selected borrowers who have mortgage loans pre-existing the execution of this Agreement.

12.2 Rating.

(a) The numerical results obtained from the Servicing Evaluation Question on the Initial PEQ shall be quantified by USAA in the form of a calculation of a percentage rating (the "Initial PEQ Rating") of GMACM's overall Servicing performance. Thereafter, each subsequent PEQ rating (individually and collectively the "PEQ Rating(s)) shall be determined by USAA not earlier than 60 nor later than 80 days after the end of each calendar quarter.

(b) Based upon its calculation of the Initial PEQ Rating, USAA shall, in its discretion, establish a minimum PEQ Rating percentile level to be maintained by GMACM (the "Required PEQ Rating").

(c) In the absence of bad faith or willful misconduct, USAA's determination of the Initial PEQ Rating and subsequent PEQ Ratings shall be binding on the Parties and USAA shall have no liability for any inaccuracy in making such determinations. If an inaccuracy in making such determination is identified and verified by both Parties, USAA will exercise its best efforts to make any necessary corrections immediately and avoid such inaccuracy thereafter.

(d) In the event GMACM fails to maintain the Required PEQ Rating for any given calendar quarter(s), USAA shall cooperate with GMACM, to any reasonable extent, to enable GMACM to regain the Required PEQ Rating.

(e) Failure of GMACM to maintain the Required PEQ Rating as provided for herein shall permit USAA to exercise the remedy provided for in Section 8.5 of this Agreement.

12.3 Service Level Objectives. The Parties agree to the initial Service Level Objectives ("SLOs") as set forth in Schedule "C" and during the first year of this Agreement will work together to develop a mutually agreed upon SLO program.

12.4 Membership Responses. Aside from all other representations, warranties, covenants, duties, obligations and responsibilities of GMACM pursuant to the terms and conditions of this Agreement, GMACM shall be as responsive as possible, under the circumstances of each particular situation, to all inquiries and complaints of each Borrower.

ARTICLE 13: GENERAL PROVISIONS

13.1 Entire Agreement. This Agreement will constitute the entire agreement between the parties and any prior understanding regarding the same subject matter will not be binding except to the extent incorporated in this Agreement.

13.2 Modification of Agreement This Agreement may not be modified or amended except by a written document which is executed by an authorized representative of USAA and GMACM or as provided for herein by reason of the Manual.

13.3 Correspondent Manual. The up-dates, changes and amendments made by GMACM to its Correspondent Manual (the "Manual") which are directly relevant to, and which would modify or alter, the terms of this Agreement shall, upon presentation to, and written approval by, the Vice President of USAA Mortgage Services, become part of this Agreement

13.4 Severability. If any provision contained in this Agreement is held invalid, illegal, or unenforceable, then this Agreement will be construed as if such provision had never been contained herein

13.5 Conflict. The terms of this Agreement take precedence over any conflicting provision contained on any GMACM document that may be attached to this Agreement (such as engagement letters, purchase orders or statement of work documents)

13.6 Audit. GMACM will maintain auditable records, which are the basis of charges for any fees, expenses, or other charges to USAA ("Auditable Records"). Such records shall be maintained for a period of seven (7) years from the date of completion of the given service. All Auditable Records that may assist in the audit process will be available for audit by USAA or its agents or regulatory agencies during normal business hours.

13.7 Taxes. Sales, use, excise and other tax (excluding income tax which shall be the sole responsibility of the Party receiving the income), if any, results from the transactions provided for herein shall be the responsibility of the Party acquiring the service or benefit.

13.8 Disputes. If any fee, expense, or other charge is disputed, USAA and GMACM will use their best efforts to resolve the dispute within ninety (90) days The Parties will provide each other with copies of all supporting documentation relating to the dispute within thirty (30) days after notification of the dispute. Such amount (or such amount as may be ultimately determined to be correct) shall not be due until thirty (30) days after the dispute is resolved. Notwithstanding anything contained herein, a Party shall have no obligation to pay a disputed amount until resolution of the dispute.

13.9 Lawful Conduct. The Parties shall not perform, or be expected to perform, any act hereunder which is, or is reasonably believed to be, in violation of any State or federal statute, rule or regulation.

13.10 Publicity. Neither party will use the name(s), trademark(s) or trade name(s) of the other party without that party's prior written consent.

13.11 Conduct. If GMACM's personnel are located at USAA, when on USAA's grounds, they will comply with USAA's policies including: (i) no smoking; (ii) drug-free environment; (iii) dress code; (iv) non-harassment; (v) travel/expense guidelines; (vi) time reporting, (vii) all safety and security policies (including a prohibition against weapons), (vii) computer security and use policies and (xi) USAA's Access Control System policy. The parties agree that violation of USAA's Access Control System policy by GMACM's employees shall entitle USAA to a $2,000 penalty from GMACM for the initial violation and possible termination of contract for subsequent violations. USAA may require GMACM to immediately remove any of its personnel that do not comply with these policies.

13.12 No Assignment. No Party shall assign all or any part of the rights or obligations arising hereunder, without first obtaining the written consent of the other Parties Any Party may, however, without such consent, assign any and all rights or obligations arising under this Agreement to a Direct Affiliate of the Party; provided, however that prior to such assignment, such Affiliate shall enter into a written agreement, in a form and content acceptable to all Parties, to be bound by the terms hereof.

13.13 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

13.14 Waivers. With respect to USAA and GMACM, at any time, USAA or GMACM (the "Waiving Party") in their sole discretion and without any obligation to do so, may (a) extend the time for the performance of any of the obligations or other acts of the other Party specified in this Paragraph (the "Other Party"), (b) waive any inaccuracies in the representations and warranties of the Other Party contained in this Agreement or in any document delivered pursuant to this Agreement, (c) waive compliance with any of the covenants or agreements of the Other Party contained in this Agreement, and (d) waive the performance by the Other Party of any of its obligations set out in this Agreement and any condition to the performance of its own obligations under this Agreement. Any agreement on the part of the Waiving Party hereto to any such extension or waiver will be binding only upon such Waiving Party granting such extension or waiver and valid only if set forth in an instrument in writing signed on behalf of such Waiving Party. Any waiver by any Party of a breach of any provision of this Agreement will not operate as or be construed to be a waiver of any other breach of such provision or of any other provision of this Agreement. The failure of any Party to insist upon strict adherence to any term of this Agreement will not be considered a waiver or deprive any Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

13.15 Duty to Notify. With respect to USAA and GMACM, after obtaining knowledge thereof and provided the other Party has not received prior notice of such event, any Party will promptly notify the other Party of the occurrence of any event that, with respect to such Party, (a) is, or with the passage of time or the giving of notice or both, will become, an Event of Default hereunder, (b) has, or with the passage of time will have a material adverse affect upon the financial condition of such Party, or (c) results in any of such Party's representations and warranties hereunder not being true and correct in all material respects at and as of the time immediately after the occurrence of such event.

13.16 Notices. Any notice under this Agreement to any Party will be in writing and will be mailed by registered mail, postage prepaid, or delivered by overnight courier or express mail, or personally delivered, addressed to the Party at the following address or to such address as such Party may designate by written notice.

USAA Federal Savings Bank
10750 McDermott Freeway
San Antonio, Texas 78288
Attn: Senior Vice President–Retail Banking

cc: Banking Counsel
USAA Federal Savings Bank
10750 McDermott Freeway
San Antonio, Texas 78288
Attn: Vice President–Banking Counsel

GMAC Mortgage Corporation
100 Witmer Road
Horsham, Pa 19044
Attn: Anthony N. Renzi, Sr Vice President

cc: GMAC Mortgage Corporation
100 Witmer Road
Horsham, Pa 19044
Legal Department
Attn: Bruce P. Bowen

Notice is effective when delivered to the addressee or the herein specified address for notice.

13.17 Further Assurances. The Parties agree that each will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such amendments and supplements hereto and such further instruments as may be reasonably required or appropriate to further express the intention of the Parties or to facilitate the performance of this Agreement.

13.18 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

13.19 Force Majeure. Neither party will be held responsible for any failure of performance if such failure is due to any cause or causes beyond the reasonable control of either party, including, without limitation, wars, acts of God, fire, explosion, vandalism, adverse weather conditions, governmental action, labor difficulties and supplier failures.

13.20 No Hire Clause. For a period of one year beginning with the execution date of this Agreement, neither party will solicit for hire or hire, or cause others to solicit for hire or hire, as an employee or independent contractor any employee of the other party who is involved in the performance of work hereunder. The term "solicit for hire or hire" specifically excludes (a) any broad-based effort to attract applicants if not specifically targeted to each other or specifically designed to attract the other's employees, (b) any inquiries made or applications submitted by the other's employees not at the direct or indirect instigation of the other's employees performing work hereunder, and (c) hiring of individuals as a result of either of the former (a) or (b).

13.21 Mediation.

(a) In the event of any disputes between USAA and GMACM arising out of or connected with this Agreement which the parties are unable to resolve through direct negotiation, except for disputes for which the Agreement provides injunctive relief, either party may serve upon the other at its principal place of business a request for mediation. Neither party may file an action against the other in any court unless and until the party seeking to file such an action has first requested a mediation hearing and made a good faith effort to complete the mediation process provided in this Agreement.

(b) The party requesting mediation shall arrange for a neutral, independent person with experience in dispute mediations to act as mediator. The mediation shall be held not less than ten (10) or more than twenty (20) days from the date the party requesting mediation gives notice of the request for mediation to the other party. The mediation shall be held at San Antonio, Texas. The cost of mediation shall be borne by the parties equally.

(c) The parties shall maintain the mediation proceedings in confidence and shall not disclose to third persons the statements made therein by the other parties or the mediator.

(d) At least five (5) days before the date of the mediation, each party shall provide the mediator with a statement of its position and copies of all supporting documents. Each party shall send to the mediation a person who has authority to bind the party.

(e) If a party has participated in good faith in mediation and is dissatisfied with the outcome, that party may then invoke all legal rights and remedies available to the party at law or in equity.

(f) This provision does not apply to suits relating to breach of confidentiality obligations hereunder.

13.22 No Third Party Benefit Intended. This Agreement does not create, and shall not be deemed to create, a relationship between the Parties or either of them and any third party in the nature or a third party beneficiary or fiduciary relationship.

13.23 Time. Time is of the essence of this Agreement and of each provision herein of which time is a part.

13.24 Litigation. In the event that there is litigation between the Parties arising out of this Agreement, the prevailing Party shall be entitled to payment from the non-prevailing Party of the costs and expenses incurred by the prevailing Party in connection therewith, including its attorneys' fees

13.25 Administrative Expenses and Litigation. Except as otherwise provided in this Section 13.25, any litigation, claim, suit or proceeding ("Litigation") related solely to a single Mortgage Loan shall be managed by GMACM or its counsel, including foreclosure, evictions, quiet title and bankruptcy filings GMACM shall not be required to manage any class action claim in which USAA is a defendant or, except as provided above, any Litigation based upon a claim brought by USAA. GMACM shall cooperate in obtaining or making available information or documents respecting Mortgage Loans involved in Litigation as may be reasonably required by USAA or its counsel. Notwithstanding the foregoing, any Litigation specifically related to the performance of the Servicing functions by GMACM and, at the election of GMACM, any Litigation with respect to which GMACM reasonably believes that the assumption of the defense or prosecution of all or a portion of such Litigation is necessary to assure that its right or ability to enforce any portion of the Mortgage Loans that it services for its own account or to assure that its method of doing business or its authority and approvals to service or originate loans are not materially impaired, shall be managed by GMACM after notice of such Litigation is provided to USAA. Unless otherwise agreed by the parties, GMACM shall not be responsible for any Losses related to Litigation, except for Losses that arise as a direct result of GMACM not complying with the terms of this Agreement.

13.26 Non-Solicitation. From and after the Commencement Date, neither GMACM nor any affiliate of GMACM, shall solicit, cause to solicit or enable a third party to solicit directly or indirectly, by means of direct mail, telephonic, personal solicitation, or otherwise, the Mortgagors for any purpose whatsoever without the express, prior written permission of USAA based upon information provided by or obtained through this Program.

13.27 Books and Records; Access.

13.27.1 GMACM shall maintain records related to each Mortgage Loan in accordance with the Mortgage Loan Requirements.

13.27.2 GMACM will give representatives of USAA reasonable access, upon reasonable notice, during normal business hours, to the records relating to the Mortgage Loans, and will furnish such representatives with such other information and data concerning the Mortgage Loans as USAA may reasonably request.

13.27.3 GMACM shall keep and maintain a complete and accurate account of all funds collected and paid relating to the Mortgage Loans.

13.28 Reports. At no charge to USAA, GMACM shall prepare and deliver to USAA those standard reports pertaining to the Mortgage Loans as are typically available under GMACM's EDP system. These reports shall include but not be limited to those reports as listed in Schedule A. In addition, USAA may request that GMACM prepare custom reports. Based upon USAA's specifications, GMACM will provide an estimate of programming hours required at a rate of one hundred dollars ($100) per hour and estimated completion date. Written approval from USAA is required prior to programming custom reports for USAA. After the Commencement Date, GMACM will be responsible for completing all required year-end reporting arising after the Commencement Date on all active Mortgage Loans, in accordance with Mortgage Loan Requirements.

13.29 Additional Purchasers. USAA shall provide GMACM with notice at least thirty (30) days prior to implementation of any decision to sell Mortgage Loans to any third party not currently purchasing such Mortgage Loans.

13 30 Disaster Recovery. GMACM shall maintain off-site disaster recovery capabilities which permit GMACM to recover from a disaster and continue providing Services to USAA and Customers within five (5) days GMACM's disaster recovery procedures and plans shall be made available for review at GMACM's location upon reasonable advance notice from USAA. GMACM shall test the operation and effectiveness of its disaster recovery plan annually USAA participation in such testing is only by request from GMACM. To the extent that the agreement between GMACM and a third party permits, GMACM agrees to make available to USAA the results of any applicable GMACM audit by that third party. GMACM shall maintain a backup power supply system to guard against electrical outages

13.31 Corporate Culture Training. USAA shall provide corporate culture training at USAA's expense to GMACM's sales and services employees. Such training shall initially be performed by USAA's employees, but by mutual agreement may be performed by GMACM employees trained by USAA.

13.32 Program Reviews. At a mutually agreed upon time and place, the Parties shall meet, as often as on a quarterly basis, to discuss how to improve the quality of the services provided Such reviews shall include a discussion of complaint handling, service level performance, program usage, customer satisfaction and employee monitoring and other topics mutually agreed upon. On an annual basis, the Parties shall meet at a mutually agreed upon time and place to discuss the year's performance of this Agreement and future objectives/initiatives.

13.33 Request for Proposal. This Agreement is being entered into based upon GMACM's representations made in its response to USAA's Request for Proposal (RFP). All written information provided by USAA and GMACM in connection with the RFP is hereby incorporated in this Agreement.

13.34 Service Calls USAA shall have the right, from time to time, upon reasonable request, to monitor GMACM Servicer/Borrower telephone calls and conversations.

13.35 Common Sections. Language substantially identical to that provided for in Sections 3 3 (b), 3.4, 4.1, 4 2, and 4.6.2, shall be included in any future agreement entered into by USAA with any potential purchaser and/or servicer of mortgage loans.

IN WITNESS WHEREOF, this Agreement has been duly executed by authorized representatives of the Parties hereto

USAA FEDERAL SAVINGS BANK

By: [signature]

Name: MARK H. WRIGHT

Title: President & CEO

GMAC MORTGAGE CORPORATION

By: [signature]

Name: Anthony N. Renzi

Title: Senior Vice President

ADDENDUM TO MORTGAGE PURCHASE AND SERVICING AGREEMENT

This Addendum to Mortgage Purchase And Servicing Agreement (the "Addendum") is entered into this ___ day of March, 2000 by and between GMAC Mortgage Corporation ("GMACM") and USAA Federal Savings Bank ("USAA").

WITNESSETH:

Whereas, GMACM and USAA previously entered into that certain Mortgage Purchase And Servicing Agreement (the "Agreement") whereby USAA sells to GMACM, and GMACM purchases from USAA, certain residential real estate secured consumer loans (the "Mortgage Loans"); and

Whereas, from time to time, pursuant to the terms of the Agreement, USAA shall present certain Mortgage Loans to GMACM for registration, the Funding and purchase of which shall be delayed for a period greater than thirty (30) days because of inaccuracies and incompleteness discovered during the pre-Funding review (the "Delayed Loans"); and

Whereas, from time to time, pursuant to the terms of the Agreement, GMACM shall decline to purchase certain of the Mortgage Loans presented by USAA (the "Declined Loans"); and

Whereas, from time to time, pursuant to the terms of the Agreement, GMACM shall require USAA to repurchase certain of the Mortgage Loans sold under the Agreement (the "Repurchased Loans"); and

Whereas, from time to time, USAA may request GMACM to Service loans that are not Mortgage Loans and have not previously been subject to the Agreement (the "Non-Agreement Loans") (herein the Delayed Loans, the Declined Loans, the Repurchased Loans and the Non-Agreement Loans shall be collectively referred to as the "Additional Loans"); and

Whereas, USAA shall retain the Additional Loans in its own loan portfolio; and

Whereas, USAA wishes GMACM to subservice the Additional Loans under the same terms and provisions as the Subserviced Loans are Serviced by GMACM under the terms of the Agreement; and

Whereas, GMACM agrees, subject to the terms of this Addendum, to subservice the Additional Loans in the same manner as it Services the Subserviced Loans under the terms of the Agreement;

Now, Therefore, in consideration of the premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows;

1. Defined Terms. Unless otherwise indicated, or unless the context requires otherwise, all defined terms used in both herein and in the Agreement shall be given the same meaning when used in this Addendum as given when used in the Agreement. For the purposes of this Addendum, the term "Servicing Advances", when used herein, shall mean all customary, reasonable and necessary "out of pocket" costs and expenses (including attorney fees and disbursements) incurred by GMACM in the performance of its Servicing obligations hereunder.

2. Incorporation. The Agreement, and all its terms and conditions, are incorporated herein and made a part hereof as if fully set forth. The terms of this Agreement and of this Addendum shall, wherever possible, be read each consistent with the other; however, in the event of a conflict between the terms of the Agreement and this Addendum, the terms of this Addendum shall prevail.

3. Recitations. The recitals set forth above are acknowledged to be accurate and are incorporated herein and made a part hereof as if fully set forth.

4. Servicing. GMACM shall Service all Additional Loans as Subserviced Loans in accordance with the Servicing Agreements, the Mortgage Loan Requirements, the Service Level Objectives and other Servicing requirements set forth in Sections 12.3 and 12.4 of the Agreement, and the other terms and conditions of the Agreement and of this Addendum. In the case where the Mortgage Loan Requirements fail to adequately describe Servicing policies and procedures for the particular type of Additional Loan then being serviced, GMACM shall Service such Loans in accordance with the FNMA Servicing Guide using an actual/actual remittance type, unless otherwise directed by USAA. In the event of a conflict in the Servicing process between the terms of the Agreement and/or this Addendum, on one side, and the Mortgage Loan Requirements, on the other, the terms of this Addendum shall prevail.

Reimbursement for all costs necessary to acquire, renovate, maintain and sell the Mortgaged Property.

The Additional Loan Servicing Fee shall be payable monthly on a per loan basis. GMACM shall remit to USAA on the 5th Business Day following the last day of each calendar month any principal and interest collected as reported therein, less any portion of the Additional Loan Servicing Fee owed GMACM and reimbursement for any Servicing Advances billed to USAA by GMACM, based upon the cash collections of payments for each of the Additional Loans during the month. In the event that cash collections of payments during the month are insufficient to pay the Additional Servicing Fee and to reimburse GMACM for Servicing Advances, GMACM shall prepare a separate billing statement within five (5) Business Days of the end of the month for which the collections were made which will be payable by USAA within twenty-five (25) days of receipt.

USAA shall be reimbursed for any Servicing Advances paid on any Delayed Loans purchased by GMACM within sixty (60) days of the date on which GMACM first advised USAA that Funding of the subject Mortgage Loan would be delayed because of inaccuracies and incompleteness discovered during the pre-Funding review.

6. Invoicing. GMACM shall invoice USAA in U.S. dollars, in accordance with the terms of this Agreement. Invoices shall be submitted using an electronic method agreed upon between GMACM and USAA. This method will be an approved electronic transmitting system. The invoices will be submitted to USAA, FSC Invoice Processing, 9800 Fredericksburg Road, B-1-W, San Antonio, Texas 78288. All invoices must (1) reference the USAA Contract Control Number and

any applicable addendum or other document and (2) itemized products purchased, if any, services performed and reimbursable expenses. Payment may be delayed if GMACM fails to invoice USAA in this manner.

7. Payment Schedule. Except as otherwise provided for in Section 5 above, all invoices submitted by GMACM shall be paid within thirty (30) days of the receipt of a correct invoice. USAA shall offer payment via electronic funds transfer in accordance with the terms of this Agreement.

8. Retention of Servicing. USAA shall retain all servicing rights with regard to the Non-Agreement Loans and the Declined Loans. GMACM shall transfer the servicing rights to those Repurchased Loans also constituting Serviced Loans back to USAA at the time of repurchase of each such Loan. USAA shall retain all servicing rights with regard to the Delayed Loans until such time as the Loans are purchased by GMACM, at which time the disposition of the servicing rights to such loans shall be governed by other provisions of the Agreement.

9. Rights In Additional Loans. GMACM shall not assign any rights in or to the Servicing, nor shall GMACM solicit, market or cross-sell any Mortgagors of Additional Loans.

10. Further Assurances. USAA and GMACM agree to execute such additional documents as are reasonably necessary to carry out the intent of the Parties under this Addendum to provide for adequate Servicing policies and procedures for Servicing the Additional Loans.

IN WITNESS WHEREOF, this Addendum has been duly executed by authorized representatives of the Parties hereto.

USAA FEDERAL SAVINGS BANK

By: _____

Title: Sr. VP Retail Banking

Name: John C. Swanson, Jr.

GMACM MORTGAGE CORPORATION

By: _____

Title: Senior Vice President

Name: Anthony N. Redi

Bruce P. Bowen
Associate Counsel

GMAC Mortgage Corporation
100 Witmer Road
P.O. Box 963
Horsham, PA 19044-0963

(215) 682-1263
Facsimile: (215) 682-1467
E-Mail: Bruce_Bowen@gmacm.com

June 1, 2000

Allan D. Hilton, Esq.
Bank Counsel
USAA Federal Savings Bank
10750 McDermott Freeway
San Antonio, Texas 78288-0544

Re: Addendum to Mortgage Purchasing and Servicing A

Dear Allan:

Pursuant to your request, I enclose a fully executed copy of the Add
Purchasing and Servicing Agreement.

Thank you for your assistance in this matter.

Sincerely,

Bruce P. Bowen

cc: A. Renzi
File

USAA CONTRACT CONTROL NUMBER: 0000114296
USAA ADDENDUM CONTROL NUMBER: 0000121265

SECOND ADDENDUM TO MORTGAGE PURCHASE AND SERVICING AGREEMENT

THIS SECOND ADDENDUM TO MORTGAGE PURCHASE AND SERVICING AGREEMENT (the "Addendum") is dated as of May 25, 2001 by and between USAA Federal Savings Bank ("USAA"), and GMAC Mortgage Corporation ("GMACM").

Recitals

1. GMACM and USAA previously entered into that certain Mortgage Purchase and Servicing Agreement (the "Agreement") whereby USAA sells to GMACM, and GMACM purchases from USAA, certain residential real estate secured 1-4 family first mortgage consumer loans (the "Loans") Capitalized terms not defined herein shall have the meaning set forth in the Agreement; and

2. USAA currently retains particular Rights and other rights, title and interest in and to the Loans. The Loans have been placed into certain Pools, the Loans and Pools being identified on Exhibit "A" attached hereto and having an aggregate outstanding principal balance of approximately $ 543,545,042.04. The Loans are serviced by or on behalf of USAA pursuant to certain Pool purchase contracts and whole loan sale and servicing contracts (collectively referred to hereinafter as "Servicing Agreements") Each Servicing Agreement requires the Loans to be Serviced pursuant to the applicable regulations and guidelines of FNMA, FHLMC, GNMA or a Private Investor (each an "Investor," collectively, the "Investors").

3. As to certain of the Loans, USAA wishes to sell, assign, transfer and convey to GMACM the Servicing Rights in and to the Loans on the terms and subject to the conditions of this Agreement, while retaining certain equitable interests in and to such Loans (the "Serviced Loans").

4. As to the balance of the Loans, USAA wishes to retain the Servicing Rights and to assign to GMACM the rights and obligations of Servicing such Loans in the capacity of subservicer (the "Subserviced Loans").

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

ARTICLE I
Definitions

All words or phrases defined in this Article I (except as herein otherwise expressly provided or unless the context otherwise requires) shall, for the purposes of this Addendum, have the respective meanings specified in this Article.

1.1 **Addendum** means this Second Addendum to the Agreement and all Exhibits and Schedules hereto, all of which are incorporated herein by this reference, and any written and agreed to amendments or modifications hereto signed by both USAA and GMACM.

1.2 **Affiliate** means, with respect to any party hereto, any person or entity which controls, is controlled by, or is under common control with, such party.

1.3 **Agreement** means that certain Mortgage Purchase And Servicing Agreement entered into by and between the Parties on January 18, 2000.

1.4 **Ancillary Income** means all income derived from the Loans other than servicing fees, including, without limitation, late charges and other incidental fees and fees, commissions or expense reimbursements relating to insurance.

1.5 **Applicable Requirements** means, with respect to each and every Loan and each and every REO Property (a) all applicable contractual obligations, including, without limitation, those contractual obligations contained in Loan Documents, in the Servicing Agreements, in policies of mortgage insurance (including FHA insurance and VA guaranty), or in policies of hazard (including flood) insurance pertaining to any Property, (b) all applicable statutes, rules, regulations and ordinances of any federal, state, local and other governmental or regulatory authority (including without limitation RESPA, Truth-In-Lending, ECOA, HMDA, fair lending, credit reporting, usury and environmental laws), (c) all applicable requirements, guidelines, standards and/or practices of each Investor and each governmental agency, government-sponsored entity, board, commission, instrumentality and other governmental body or officer having jurisdiction (including without limitation FNMA, FHLMC, GNMA, FHA, RHS, VA and their respective selling and/or servicing guides), (d) all applicable requirements and guidelines of PMI companies, (e) all applicable judicial and administrative judgments, consent decrees, orders, stipulations, awards, settlement agreements, writs and injunctions, and (f) as applicable, the reasonable and customary mortgage servicing and or lending practices of prudent mortgage lending institutions that originate and/or service mortgage loans of the same type as the Loans in the jurisdictions in which the related Properties are located.

1.6 **ARM Loan** means a Loan that is an adjustable rate loan.

1.7 **Business Day** means any day of the week other than a Saturday, Sunday, or a legal holiday or a bank holiday in the Commonwealth of Pennsylvania, the State of Iowa, the State of California or the State of Texas.

1.8 **Buydown Loan** means a Loan as to which a specified amount of interest is paid out of a related Escrow Account in accordance with a related buydown agreement.

1.9 **Claimant** shall have the meaning given in Section 10.5 of the Addendum.

1.10 **Contract Rights** with regard to all Serviced Loans, means those certain rights and interests retained by USAA in and to such Loans which, as a matter of contract, allow USAA to prohibit GMACM from assigning any right, title or interest in and to the Servicing or the Servicing Rights to any third party whatsoever, and which further prohibit GMACM for soliciting, marketing or cross-selling any product or service to any Mortgagor.

1.11 **Conventional Loan** means a Loan that is neither FHA insured nor guaranteed in whole or in part by the VA

1.12 **Custodial File** means the documents required by the applicable Investor to be retained by a document custodian acceptable to Investor, or by Investor.

1.13 **Custodian** means Escrow Bank USA, or such other document custodian as may be designated by GMACM or by the Investor.

1.14 **Defect** means a breach in any respect of any representation or warranty herein contained with respect to a Loan or any failure by USAA to comply with any covenant herein contained with respect to a Loan which could reasonably be expected to result in a loss or damage to GMACM.

1.15 **Electronic Data File** means test tape(s), sale tape(s) and/or transfer tape(s) containing Loan and/or Servicing information to be delivered to GMACM having the magnetic format and substance specified in the Transfer Instructions.

1.16 **Escrow Accounts** means those accounts established and maintained by USAA with commercial banking institutions or savings and loan associations under the provisions of the Servicing Agreements for (i) the deposit and retention of interest and principal on account of the Loans; (ii) the deposit and retention of all collections of taxes, assessments, ground rents, hazard and mortgage insurance or comparable items on account of the Loans; and/or (iii) the deposit and retention of buydown funds on account of the Loans, and all other escrow or similar accounts maintained by USAA with respect to the Loans.

1.17 **Escrow Deposits** means funds held in Escrow Accounts.

1.18 **Fair Market Value** means the price at which comparable servicing would sell in the market place and which a willing buyer would pay to a willing seller for the Servicing being sold. Such a fair market value price shall be determined by valuation of mortgage loan portfolios having certain factors essentially similar to that being Serviced hereunder. These factors are (i) average loan amount; (ii) prepayment speed; (iii) indexed discount rate; (iv) weighted average coupon; (v) weighted average remaining loan term; (vi) weighted average servicing fee; and (vii) industry average servicing costs for the immediately preceding two year term.

1.19 **FHA** means the Federal Housing Administration of the Department of Housing and Urban Development of the United States of America and any successor or assignee thereof.

1.20 **FHA / VA Loan** means a Loan that is either FHA insured or guaranteed in whole or in part by the VA.

1.21 **FHLMC** means the Federal Home Loan Mortgage Corporation and any successor or assignee thereof.

1.22 **Files means**, collectively, the Serviced Loan Files and the Subserviced Loan files, including all electronic data.

1.23 **FNMA** means the Federal National Mortgage Association and any successor or assignee thereof.

1.24 **GNMA** means the Government National Mortgage Association and any successor or assignee thereof.

1.25 **Indemnifiable Claim** shall have the meaning given in Section 10.5 of this Addendum.

1.26 **Indemnifying Party** shall have the meaning given in Section 10.5 of this Addendum.

1.27 **Interest Rate** means the average thirty (30) day rate for high-grade commercial paper (unsecured notes sold through dealers by major corporations) as published daily in The Wall Street Journal.

1.28 **Interim Period** means the period commencing with the Sale Date and continuing through and until the Transfer Cutoff Date.

1.29 **Investor(s)** means FNMA, FHLMC, GNMA and/or any Private Investor, as the case may be.

1.30 **In Bankruptcy** means, with respect to a Loan, that the related Mortgagor has sought relief under or has otherwise been subjected to the federal bankruptcy laws or any other similar laws of general application for the relief of debtors through the institution of appropriate proceedings and such proceedings are continuing.

1.31 **In Foreclosure** means, as to any Loan, that the first action necessary to be taken to commence proceedings in foreclosure or a sale under power of sale under the law of the state wherein the Mortgage is to be enforced has been taken and such proceedings are continuing or should have been taken in accordance with applicable Investor standards.

1.32 **In Litigation** means a legal action in foreclosure of a Loan or for a deficiency thereunder in which the sale of the Property In Foreclosure, whether by action, power of sale or otherwise, has been delayed by reason of the defense of such action by the Mortgagor or any other action commenced or pending which involves the Loan [excluding class actions, condemnations and similar proceedings and title issues not affecting the value of the Property].

1.33 **Knowledge of USAA** means (a) the actual knowledge of the senior management of USAA, including without limitation, the senior servicing officer of USAA, at or prior to the date of

this Addendum, and/or (b) information which such officers are presumed to know and which may be reasonably inferred and relied upon based on facts, circumstances or information contained or described at any time prior to the date hereof in the books, records, files or other documents of USAA.

1.34 Loan Documents mean the Serviced Loan Documents and the Subserviced Loan Documents, as applicable or appropriate.

1.35 Losses means one or more of any claims, damages, liabilities, costs, charges, expenses, penalties, payments, fines, forfeitures, actions, causes of action, and judgments of any kind or nature whatsoever actually incurred, including, without limitation, attorney fees and costs, costs of investigation, disbursements, and out-of-pocket expenses. The Parties agree that the term shall in no way include any punitive or exemplary damages.

1.36 Material or Materially means a condition, situation or circumstance which if any Party had been aware of at the time of execution of this Addendum or the acceptance of the Servicing Rights would have reasonably persuaded such Party to either not execute this Addendum or not accept the Servicing Rights.

1.37 Mortgage means a valid and enforceable mortgage, deed of trust, or other security instrument creating a first lien upon the Property which secures a Note.

1.38 Loan means an individual residential (1-4 family) residential real estate secured consumer loan which is the subject of the Servicing Agreements and this Addendum, as identified in the schedule attached hereto as Exhibit A.

1.39 Note means a written promise to pay the Loan at a stated interest rate during a specified term that is secured by a Mortgage.

1.40 Property means real property which is subject to a lien created by a Mortgage as security for the related Loan and Note.

1.41 Mortgagor means the obligor on a Note.

1.42 Non-qualifying Loan means any loan that, as of the Sale Date, is not a Qualifying Loan nor a Non-Qualifying But Eligible Loan, as identified on Exhibit A-5.

1.43 Non-qualifying But Eligible Loan means any Non-Qualifying Loan that is not in REO Status, Pending REO or Pending Deed-in-Lieu, as identified on Exhibit A-4.

1.44 P & I means principal and interest.

1.45 Party means USAA or GMACM

1.46 Parties means USAA and GMACM

1.47 Payoff Adjustment Date means the 120th day following the Sale Date.

1.48 **Payoff Loan** means a Qualifying Loan that is paid off within one hundred twenty (120) days after the Sale Date.

1.49 **Pending** means a lawsuit or other legal action filed in a court of competent jurisdiction and not subject to an order of dismissal

1.50 **Pending Deed-In-Lieu** means, as to any Loan, as of the Sale Date: (i) there has been the appropriate Agency or Investor approval of a request to accept a deed-in-lieu; and (ii) the Servicing party has approved and is actually processing a deed-in-lieu of foreclosure

1.51 **Pending REO** means, as to any Loan, as of the Sale Date, a foreclosure sale has been conducted with reference to the Property and the affected parties are awaiting the expiration or termination of the redemption period or other waiting period or hiatus required by the laws of the relevant state, prior to the transfer of title to the Property and the recording of the REO or foreclosure deed to such Property.

1.52 **PMI** means any applicable carrier of private mortgage insurance.

1.53 **Pool or Pools** means any pool(s) of Loans identified on the Summary of Pools attached hereto as Exhibit F.

1.54 **Private Investor** means an Investor identified on Schedule 1.43 hereto and any successor or assignee thereof.

1.55 **Private Label Branding Fee** means a payment of $242,000.00 by USAA to GMACM representing a one-time private label fee associated with maintaining the USAA brand.

1.56 **Purchase Price Percentage** means 1.5925 percent of the aggregate unpaid principal balance of such Loans which are Qualifying Loans on the Sale Cutoff Date.

1.57 **Qualifying Loan** means any Loan which, as of the Sale Date (a) is less than three (3) payments due but unpaid; (b) is not In Bankruptcy; (c) is not In Foreclosure (d) is not In Litigation; (e) is not Pending Deed-in-Lieu; and (f) is not Pending REO Status, as identified on Exhibit A-3.

1.58 **Recourse Obligation** means, with respect to any Loan, any obligation or liability (actual or contingent) of the servicer (a) for losses incurred in connection with the foreclosure or other disposition of, or other realization or attempt to realize upon the collateral securing, such Loan (including, without limitation, losses relating to loss mitigation or obtaining deeds in lieu of foreclosure); (b) to repurchase such Loan in the event that the Mortgagor is In Bankruptcy, In Foreclosure or In Litigation; or (c) to repurchase such Loan in the event of a delinquency or other payment default thereunder by the Mortgagor. Notwithstanding the foregoing, a Loan shall not be considered subject to a Recourse Obligation merely because (i) the Investor is GNMA; or (ii) the servicer retains a contingent liability to repurchase a Loan that is determined to have been ineligible for sale to the applicable Investor due to a breach of one or more representations and warranties.

1.59 Related Agreement means any other agreement or document referred to herein, executed in connection herewith or contemplated hereby to which USAA and GMACM are parties including without limitation the Interim Servicing Agreement.

1.60 REO Property means, with respect to a Loan, the Property to which the mortgagee has taken ownership as a result of foreclosure of a Mortgage or acceptance of a deed in lieu of foreclosure with respect to a Property.

1.61 Repurchase Price means with reference to a Loan, the sum of (a) all funds necessary to remove the Loan from a Pool, repurchase the Loan or REO Property, as applicable, from an Investor, or satisfy an Investor's make-whole request, as may be the case, including interest thereon calculated at the Note rate through the last day of the month of repurchase, and to cover any and all costs and expenses of GMACM, including but not limited to reasonable attorneys' fees and costs, (b) the product of the Purchase Price Percentage and the then-outstanding (or, in the case of an REO Property, the last outstanding) unpaid principal balance of such Loan, and (c) an administrative fee in the amount of Five Hundred Dollars ($500.00).

1.62 RHS means the Rural Housing Service (formerly know as the Farmers Home Administration Loan Program ("FmHA")) acting through the U.S. Department of Agriculture and any successor or assignee thereof.

1.63 Rights mean collectively, the Servicing Rights and Subservicing Rights, respectively, in and to the Loans to be transferred pursuant to the terms of this Addendum.

1.64 Sale Cutoff Date means the end of business on the Sale Date

1.65 Sale Date means April 30, 2001.

1.66 Service, or Serviced or Servicing means regardless of whether being performed by a Party referred to as a "servicer" or as a "subservicer", to Service, to engage in Servicing, or to have Serviced, shall mean, by way of inclusion and not limitation, the rights, duties and obligations to administer, collect the payments for the reduction of principal and application of interest, remit collected payments, provide foreclosure services, make advances, and perform all other obligations and duties required or expected by reason of the Applicable Requirements, the terms of this Addendum or which are normally and typically required of a Servicing party by reason of the generally recognized industry obligations of a servicer or subservicer.

1.67 Serviced Loans means those Loans referred to in the Preamble of this Agreement and which are set forth and listed in Exhibit A-1.

1.68 Serviced Loan Documents means, as to each Serviced Loan, the documents listed on Exhibit K.

1.69 Serviced Loan Files means, as to each Serviced Loan, the documents listed on Exhibit C

1.70 Servicing Agreement means a pool purchase contract or whole loan sale and servicing contract pursuant to which a Loan was originated, purchased, sold and/or serviced for the benefit of an Investor.

1.71 Servicing Rights means, with regard to the Serviced Loans, all rights, duties and obligations typically imposed or required in the mortgage industry upon or of a servicer of residential real estate secured consumer loans, including, but not limited to: (a) all rights to Service such Loans; (b) any payments or monies payable or received for Servicing the Serviced Loans; (c) any late fees, assumption fees, penalties or similar payments with respect to the Serviced Loans; (d) all agreements or documents creating, defining or evidencing any such Servicing Rights; (f) Escrow Payments or other similar payments with respect to the Serviced Loans and any amounts actually collected with respect thereto; (g) all accounts and other rights to payment related to any of the property described in this paragraph; (h) possession and use of any and all Servicing Files pertaining to the Serviced Loans or pertaining to the past, present or prospective servicing of the Serviced Loans; and (i) all rights, powers and privileges incident to any of the foregoing.

1.72 Settlement Agreement means an agreement entered into by USAA in settlement of class action claims and/or litigation.

1.73 Significant Underwriting Deficiency means a Defect which causes an Investor to require the Loan to be repurchased.

1.74 Subserviced Loans means those Loans referred to in the Preamble of this Agreement and which are set forth and listed in Exhibit A-2.

1.75 Subserviced Loan Files means, as to each Subserviced Loan, the documents listed on Exhibit D.

1.76 Subservicing Rights means, with regard to the Subserviced Loans, all rights, duties and obligations typically and normally imposed or required in the mortgage industry upon or of a Subservicer of residential real estate secured consumer loans, including but not limited to: (a) all rights to subservice the Subserviced Loans; (b) any payments or monies payable or received for Servicing the Subserviced Loans; (c) any late fees, assumption fees, penalties or similar payments with respect to the Subserviced Loans; (d) all agreements or documents creating, defining or evidencing any such Subservicing Rights; (f) Escrow Payments or other similar payments with respect to the Subserviced Loans and any amounts actually collected with respect thereto; (g) all accounts and other rights to payment related to any of the property described in this paragraph; (h) possession and use of any and all Subservicing Files pertaining to the Subserviced Loans or pertaining to the past, present or prospective subservicing of the Subserviced Loans; and (i) all rights, powers and privileges incident to any of the foregoing.

1.77 Subserviced Loan Documents means, as to each Subserviced Loan, the documents listed on Exhibit J.

1.78 T & I means taxes and insurance.

1.79 **Transfer Cutoff Date** means the end of business on the Business Day immediately preceding the Transfer Date.

1.80 **Transfer Date** means the date on which GMACM assumes physical servicing of the Loans and will be May 1, 2001 for FNMA Loans, May 1, 2001 for GNMA Mortgage Loans, and May 16, 2001 for FHLMC Loans. The Transfer Date for Private Investor Loans will be the Business Day following the respective Private Investor reporting cutoff occurring in the month of May 1, 2001, or other mutually agreeable date

1.81 **Transfer Instructions** means the loan servicing transfer instructions attached as Exhibit H hereto.

1.82 **VA** means the Department of Veterans Affairs of the United States of America or any successor or assignee thereof.

1.83 **VA No-Bid Instruction** means an instruction given by VA to the effect that VA will not accept conveyance of the REO Property related to the foreclosure of a Loan or when the VA pays all or part of the difference between the net sale proceeds and the total indebtedness on a VA-guaranteed loan following the private sale of the Property where the proceeds are insufficient to a fully payoff the existing Loan balance.

ARTICLE II
Sale and Transfer of Servicing

2.1 **Items to be Sold**

(a) Subject to, and in accordance with the terms and conditions of this Addendum, USAA shall, on the Sale Date sell, assign and transfer to GMACM the following with regard to the Loans identified on the attached Exhibit A:

(1) the Rights and all right of payment on account thereof with regard to Qualifying Loans and the Non-Qualifying But Eligible Loans; and
(2) all Escrow Accounts and Custodial Accounts with respect to the Qualifying Loans and the Non-Qualifying But Eligible Loans;

The items and assets to be sold, transferred and assigned include, but are not limited to, the respective Rights in and to the Serviced Loans identified on Exhibit A-1, the Subserviced Loans identified on Exhibit A-2, the Files, and all other rights, benefits, proceeds and obligations arising from or in connection with the Rights to such Loans. Hereafter, unless otherwise specified, all references herein to "Loans" shall mean Qualifying Loans or Non-Qualifying But Eligible Loans.

(b) In connection with the sale and transfer of Rights contemplated herein, GMACM will assume only those contractual duties, obligations and liabilities attendant to such Rights that (i) accrue after the Transfer Date; and (ii) directly arise in connection with GMACM's acquisition, ownership and use of the Rights. GMACM will not assume or otherwise be responsible for in any

way whatsoever any other duties, obligations or liabilities of, or claims against, USAA or USAA's shareholders (or any of their respective agents, officers, directors, trustees, or Affiliates), that accrue or otherwise relate to the period prior to the Transfer Date with respect to the Rights or otherwise; *provided, however*, that subject to USAA's indemnification obligation set forth in Section 10.1, GMACM will assume liabilities to Investors with respect to the Rights that accrue prior to the Transfer Date, but only to the extent that such assumption is a condition, evidenced in writing, to the consent by the applicable Investor to the transfer of such Rights to GMACM.

2.2 Evidence of Sale; Transfer Instructions.

The Parties shall execute and deliver such agreements and other documents, satisfactory in form and substance to the Parties, and shall take such actions as the Parties shall reasonably determine are necessary to evidence the transaction contemplated hereby and to transfer and convey to GMACM the items and assets described in Section 2.1 above

2.3 Transfer Date and Covenants Regarding the Transfer.

On the Transfer Date, USAA will transfer to GMACM all right, title, and interest in and to the Rights, the Escrow Deposits, and the Custodial Accounts, including without limitation record title and the obligation to Service the Loans. Except as provided herein, on the Transfer Date, USAA shall cease all Servicing responsibilities with regard to the Loans and shall sever its mortgage servicing relationships with the Mortgagors. The transfer will be conducted in accordance with the Transfer Instructions and this Addendum, including, without limitation, the following:

(a) Notice to Mortgagors. USAA shall, in accordance with Applicable Requirements, at least fifteen (15) days prior to the Transfer Date, mail to the Mortgagor of each Loan a letter (which in form and substance complies with Applicable Requirements and is mutually acceptable to GMACM and USAA) advising the Mortgagor of the transfer of the Servicing Rights and the Servicing thereof and the Escrow Accounts therefor to GMACM.

(b) Taxes and Premiums. USAA shall pay all real estate taxes, hazard and flood insurance and PMI policy premiums as described in the Transfer Instructions, and shall indemnify GMACM against any tax penalties incurred on bills that fall delinquent within thirty (30) days after the Transfer Date, provided that the bill was issued to USAA prior to the Transfer Date and the bill is due and payable within thirty (30) days after the Transfer Date.

(c) Notice to Custodian(s) and Others. On or prior to the Transfer Date, USAA shall transmit notification of transfer and assignment of the Servicing Rights and the Escrow Accounts to GMACM to (i) the applicable insurance companies and/or agents (including PMI policy insurers), (ii) each financial institution at which an Escrow Account is maintained, (iii) any tax service company, (iv) any bankruptcy or foreclosure attorney working on a Mortgage Loan, and (v) each Custodian. Such notification shall be sent by

first class mail and shall contain instructions to the relevant party to deliver, from and after the Transfer Date, all payments, notices, tax bills, insurance statements, the escrow account statements, tax payment records and copies of legal files, as the case may be, to GMACM, all as set forth in the Transfer Instructions. All notifications to insurance companies and/or agents shall be sent in compliance with the requirements of all master policies. USAA shall provide to GMACM copies of the forms of notice used by USAA in sending such notices.

(d) Delivery of Servicing Agreements and Records. At the times and in the manner provided in this Addendum and the Transfer Instructions, USAA shall transfer possession to GMACM of all Servicing Agreements (either duly executed originals or certified true copies), all Files and any other Loan Documents in USAA's possession relating to each Loan. With respect to ARM Loans, such Loan Documents shall include, without limitation, copies of all pre-Transfer Date ARM adjustment notices.

(e) Mortgage Payments Received Prior to Transfer Date. USAA shall properly apply, or cause to be applied, all payments received by it with respect to each Loan prior to the Transfer Date to reduce the outstanding principal balance of the related Loan in accordance with the provisions of the Loan Documents and the related Applicable Requirements.

(f) Mortgage Payments Received After Transfer Date. USAA shall forward any monthly mortgage payments received by it, and in the original form of remittance, on or after the Transfer Date to GMACM in accordance with the Transfer Instructions. USAA shall notify GMACM of the particulars of the payment in accordance with the Transfer Instructions, which notification shall set forth sufficient information to permit appropriate processing of the payment by GMACM.

(g) Books and Records. On the Transfer Date, the books, records, and accounts of USAA with respect to the Rights and the Loans shall be in accordance with GMACM's requirements as provided in the Transfer Instructions as well as all Applicable Requirements and generally accepted accounting practices. USAA shall, on or prior to the Transfer Date, reconcile all balances and accounts and make any monetary adjustments reasonably required by GMACM.

2.4 **Obligations of USAA.**

USAA covenants and agrees, from the Sale Date through the Transfer Cutoff Date, that:

(a) USAA shall pay, perform and discharge all liabilities and obligations relating to ownership of the Rights and all the rights, obligations and duties with respect to the Escrow Accounts until the transfer of such items on the Transfer Date;

(b) USAA shall continue to Service the Loans during the Interim Period in accordance with Applicable Requirements, and pursuant to an Interim Servicing Addendum between GMACM and USAA, in the form attached as Exhibit E hereto; and

(c) USAA shall provide GMACM with reasonably requested information concerning GNMA Loans. As directed by GMACM, USAA will exercise all of its rights to repurchase certain GNMA Loans which are Non-Qualifying Loans. GMACM will be responsible for funding the repurchase price for such GNMA Loans, to be determined with reference to Applicable Requirements and remitted at least one (1) Business Day prior to the applicable GNMA remittance date. USAA will assign and transfer such repurchased Loans (a "Repurchased GNMA Loan") to GMACM on the GNMA Transfer Date.

2.5 **Purchase Price and Terms of Payment.**

(a) The Purchase Price shall be calculated as follows:

(1) The Purchase Price shall be calculated for the Loans shown on Exhibit A by

(2) The Purchase Price shall be reduced by for Rights related to each Conventional Loan which is a Non-Qualifying But Eligible Loan as of the Sale Cutoff Date and by for Rights related to each FHA/VA Loan (including Repurchased GNMA Loans) which is a Non-Qualifying But Eligible Loan as of the Sale Cutoff Date.

(3) No Purchase Price shall be paid for Rights related to Loans which are not Qualifying Loans as of the Sale Cutoff Date.

(b) The Purchase Price shall be paid as follows:

(1) On the Sale Date, GMACM shall pay USAA forty percent (40%) of the estimated Purchase Price.

(2) Within five (5) Business Days after the Transfer Date and upon the receipt of substantially all Files, all Custodial Files, confirmation of receipt of all Escrow Deposits and receipt of all related documentation as defined in the Transfer Instructions, GMACM shall pay USAA forty percent (40%) of the Purchase Price.

(3) Upon the later of (A) ten (10) days after the Transfer Date, (B) GMACM's receipt of all remaining Files, including verification of the readability and compatibility of all electronic data, and receipt of all related documentation pertaining to the Loans, (C) verification

of the Purchase Price computation, and (D) review of advances reimbursed and determination that such advances are recoverable pursuant to Applicable Requirements, GMACM shall pay to USAA the balance of the actual Purchase Price. GMACM shall use its best efforts to accomplish (C) and (D) above in a timely fashion.

(4) In the event GMACM has not received all remaining Files and related documentation pertaining to the Loans within one hundred twenty (120) days after the Transfer Date, the remaining balance of the Purchase Price shall be released to USAA, based upon the Files received by GMACM during the previous month subject to a minimum retention of by GMACM pending receipt of all remaining Files and related documentation with respect to the applicable Transfer Date. USAA will provide GMACM with an exhibit of outstanding documents, as of each Transfer Date. This exhibit, updated and provided to GMACM monthly, will be the basis from which the monthly pro-rata release of Purchase Price to USAA will be determined, subject to GMACM's confirmation.

(5) Within five Business Days following the Payoff Adjustment Date, GMACM shall (i) provide USAA with a schedule of Payoff Loans; and (ii) USAA shall pay GMACM an amount equal to the Purchase Price paid with respect to any Loan which is prepaid within the one hundred twenty (120) day period following the Sale Date.

(6) In the event that the transaction contemplated hereby fails to be consummated for any reason set out in Article VII or Article VIII of the Addendum, as applicable, (A) USAA shall promptly refund all monies paid by GMACM to USAA, including interest thereon calculated at the Interest Rate; and (B) GMACM shall promptly refund to USAA any Servicing fees collected by GMACM with respect to the Loans, including without limitation interest thereon calculated at the Interest Rate. Notwithstanding such refunds, each Party shall retain all additional remedies available to it under this Addendum.

(c) The Private Label Branding Fee shall be payable by USAA to GMACM within ten (10) Business Days of the Sale Date.

Unless otherwise agreed by the Parties, all payments required hereunder shall be made by bank wire transfer in immediately available funds.

2.6 <u>Computation; Adjustment.</u>

It is understood and agreed that:

(a) All wiring instructions and Purchase Price information necessary to effect payment of the Purchase Price shall be provided to the appropriate party at least two Business Days prior to the date of payment.

(b) No earlier than 75 days, nor later than 120 days, after the Transfer Date, authorized representatives of the Parties shall meet at a mutually agreeable time and place, or in such other mutually agreeable manner, and shall either: (i) reconcile and finalize the sums owed one Party to the other by reason of the sale of the Rights as provided for herein by reason of adjustments to the Purchase Price caused by Buyouts from Pools, Payoff Loans and other adjustments provided for herein; or (ii) establish procedures for such reconciliation and finalization. In any event, such reconciliation and finalization shall be concluded to the satisfaction of the Parties no latter than 150 days following the Transfer Date.

(c) To the extent that GMACM should determine that any advance made by USAA and reimbursed by GMACM is non-recoverable under Applicable Requirements, GMACM may deduct the amount of such reimbursed, non-recoverable advance from any payment of the Purchase Price.

2.7 **Transfer of Escrow Deposits.**

(a) On or before the third Business Day following each Transfer Cutoff Date, USAA shall wire transfer to GMACM all Escrow Deposits related to the Escrow Accounts described in Section 1.16(ii) and (iii) (*i.e.*, T & I and Buydown accounts). Such transfer of funds shall be net of related, documented, recoverable T & I and foreclosure advances made by USAA to the extent that (i) such advances have been made in accordance with Applicable Requirements, and (ii) USAA provides GMACM with detail reasonably satisfactory to support such advances.

(b)

(1) In the event that the scheduled remittance date for the applicable Investor (hereinafter, "Investor Remittance Date") occurs four (4) or more Business Days following the Transfer Cutoff Date, USAA shall, no later than the third Business Day following the related Transfer Cutoff Date, wire transfer to GMACM all Escrow Deposits related to Escrow Accounts described in Section 1.16 (i) (*i.e.*, P & I accounts). Such transfer of funds shall be net of (A) documented P & I advances made by USAA, and (B) guaranty fees due Investor. USAA shall provide GMACM with reasonably acceptable documentation supporting the transfer of funds. Such documentation shall include a detailed accounting, according to related Transfer Date trial balances, of USAA's P & I advances, guaranty fees and remittance funds due Investor with receipt of documentation at least five (5) Business Days prior to the scheduled remittance date. Not less than one (1) Business Day prior to each Investor Remittance Date, GMACM shall wire transfer funds due the related Investor to USAA's Escrow Account,

subject to timely receipt by GMACM of such related documentation.

(2) In the event that the Investor Remittance Date occurs less than four (4) Business Days following the Transfer Cutoff Date, USAA shall, at least one (1) Business Day prior to such Investor Remittance Date, provide to GMACM a satisfactory accounting of the related delinquent P & I payments netted against the related prepaid P & I payments. The final position of the netting process will determine in each instance whether net funds are to be wire transferred from GMACM to USAA, or from USAA to GMACM. The resulting wire transfer shall be made by the appropriate party no more than one (1) Business Day following receipt by GMACM of such accounting.

(c) With respect to Loans contained in GNMA Internal Reserve Pools (as defined in the GNMA Guide), GMACM shall be obligated to reimburse USAA for prior advances of P & I only to the extent that such advances exceed the one-month P & I advance required by GNMA to be reserved for any such Loan.

2.8 **Reconciliation.**

No later than five (5) Business Days after each Transfer Date, USAA shall fully reconcile on a loan level basis as of the Transfer Date (i) the reports generated by USAA's computers with respect to the applicable Escrow Accounts and advances with the reports generated by USAA's electronic data processing servicing system; and (ii) the reports of USAA's electronic data processing servicer with Investor records and reports for the applicable Servicing Rights. USAA shall be responsible for any payments necessary to bring such Escrow Accounts and advances to full reconciliation.

2.9 **Flood Insurance.**

USAA shall assign to GMACM, at least fifteen (15) days before the Transfer Date, certified and guaranteed assignable flood insurance contracts for each applicable Serviced Loan. USAA shall pay any fees required to transfer such flood insurance contracts to GMACM. In the event that any such flood insurance contract is not presently in full force and effect, not presently assignable to GMACM, USAA agrees to obtain and assign to GMACM a flood insurance contract that is acceptable to GMACM within thirty (30) days after the Transfer Date and to pay all fees and expenses in connection therewith.

2.10 Optional Insurance.

No later than sixty (60) days before the Transfer Date, USAA shall provide GMACM with a copy of the master insurance policy for each Serviced Loan that is covered by any type of optional insurance and with respect to which USAA collects escrow payments from Mortgagors. Not later than thirty (30) days before the Transfer Date, GMACM shall notify USAA as to which such policies it will not continue to collect escrow payments, and USAA shall request the applicable insurance companies to continue the applicable insurance coverage on a direct pay basis If the insurance companies refuse to continue the optional insurance on a direct pay basis, (a) USAA represents that, subject to Applicable Requirements, all applicable insurance policies shall be canceled, and (b) USAA shall notify the applicable Mortgagors of such cancellation

2.11 Update of Schedules and Exhibits.

On the Sale Date, USAA shall deliver to GMACM addenda to all Schedules provided for hereunder, updated based on the most current information available at that time. Within five (5) Business Days following the Sale Date, USAA shall deliver to GMACM an addendum to Exhibit A, updated as of the Sale Date.

2.12 Contract Rights.

USAA hereby enforces the Contract Rights defined above in Section 1.10 of this Agreement. The Parties agree that the Contract Rights are unique rights of USAA, that remedies at law may be inadequate to protect USAA from breach of the Contract Rights by GMACM, and hereby agree that USAA may seek injunctive relief in its favor without proof of actual damages in the event of a breach of these Contract Rights by GMACM.

2.13 Servicing Obligations.

GMACM shall Service the Loans in accordance with the Applicable Requirements, the terms and conditions of this Addendum and the terms and conditions of the Agreement in general and Article 5 thereof (save and except for Section 5.6) in particular. Further, in addition to the rights and remedies otherwise set forth herein for the benefit of USAA, the rights, remedies, obligations and duties of Article 7.2 (c), 7.2 (d) and 7.2 (e) of the Agreement shall also apply to this Addendum. Also, the terms and conditions of Article 7.3 (d) and 7.3 (e) shall also apply to this addendum. The terms and conditions of Article 5, with the noted exception, and of those sections of Article 7.2 and Article 7.3 mentioned immediately above, are incorporated herein and made a part hereof as if fully set forth. In the event of a conflict in the Servicing process between this Addendum and the terms of this Agreement, the Agreement shall prevail

2.14 USAA's Name.

Subject to the Applicable Requirements, GMACM shall utilize the name of USAA in all written and verbal communications with the Mortgagor in Servicing the Loans and shall obtain the express, prior written approval of USAA for all such communications. In the case where the text of one communication is substantially identical to another used in similar circumstances and previously approved, it shall not be necessary to obtain approval of the substantially identical text.

ARTICLE III

General Representations and Warranties of USAA

As an inducement to GMACM to enter into this Addendum, USAA represents and warrants, as of the Sale Date and through and including the Transfer Date, as follows:

3.1 Organization.

USAA is a federally chartered savings bank duly organized, validly existing and in good standing under the laws of the United States of America.

3.2 Good Standing.

To the extent required by applicable law, USAA is qualified to transact business and is in good standing as a foreign corporation in all appropriate jurisdictions and to conduct all activities performed with respect to the origination and servicing of the Loans.

3.3 Validity of Addendum.

USAA has full corporate power and authority to execute this Addendum, and any applicable Related Agreement. This Addendum constitutes, and any Related Agreement, when executed and delivered, will constitute the valid and binding obligation of USAA enforceable against it in accordance with its respective terms, subject to bankruptcy laws and other similar laws of general application affecting rights of creditors and subject to the application of the rules of equity, including those respecting the availability of specific performance. The execution, delivery and performance of this Addendum and any Related Agreement by USAA, its compliance with the terms hereof and thereof and consummation of the transactions contemplated hereby and thereby (assuming receipt of the various consents required pursuant to this Addendum) have been duly authorized by the directors of USAA and such execution and delivery does not require the consent, approval or authorization of any other person, public authority or other entity, subject to obtaining the approval of the applicable Investor to the transfer of the Servicing.

3.4 No Conflict.

The execution and delivery of this Addendum and any Related Agreement by USAA and the performance of its obligations hereunder and thereunder (a) are not in violation or breach of, and will not conflict with or constitute a default under, any of the terms of the articles of incorporation or bylaws of USAA or any note, debt instrument, security agreement, lease, deed of trust or mortgage, license, franchise, permit or any other contract, agreement or commitment binding upon USAA or any of its assets or properties (including any of the Servicing Agreements) subject to obtaining the approval of the applicable Investor to the transfer of the Servicing; (b) will not result in the creation or imposition of any lien, encumbrance, equity or restriction in favor of any third party upon any of the assets or properties of USAA; and (c) will not conflict with or

violate any applicable law, rule, regulation, judgment, order or decree of any government, governmental instrumentality or court having jurisdiction over USAA or any of the assets or properties of USAA.

3.5 **Compliance with Applicable Requirements; No Default.**

(a) USAA has complied in all Material respects with all Applicable Requirements or, prior to the Transfer Date, will have cured any such Material non-compliance to bring it into compliance with Applicable Requirements in all material respects. USAA has done and USAA will do no act or thing which may adversely affect the Servicing. USAA has not received any notice of alleged violations of the foregoing.

(b) No event has occurred and is continuing which, under the provisions of such contracts or such other documents or agreements but for the passage of time or the giving of notice, or both, would constitute an event of default under any Servicing Agreement, and USAA has not received any notice of default or other information from any Investor that it has terminated any applicable Servicing Agreement or that it intends to do so.

(c) To the Knowledge of USAA, there exists no noncompliance by USAA with Applicable Requirements which would cause the cancellation of any insurance coverage or guaranty, as applicable, provided with respect to any Loan by any PMI company, FHA, or VA, as applicable.

3.6 **Title to the Servicing and Related Escrow Accounts.**

USAA is the lawful owner of the Rights, is custodian of the Escrow Accounts and has the sole right and authority to transfer the Rights as contemplated hereby. The transfer, assignment and delivery of the Rights and of the Escrow Accounts in accordance with the terms and conditions of this Addendum shall vest in GMACM all rights to Service the Loans in accordance with the terms of this Addendum and subject to the Contract Rights. Neither the Loans nor the Rights have been, and continue to be, hypothecated, assigned, or pledged as collateral by USAA for any loan or for any other purpose.

3.7 **Litigation.**

Except as disclosed elsewhere herein or by attachment, there is no claim, dispute, action, litigation, proceeding, investigation or inquiry, at law or in equity, currently Pending and of record involving USAA, its lending and/or servicing practices, the Servicing, the Loans or any of USAA's assets or properties before any court, agency, authority, arbitration panel or other tribunal. Additionally, there is no claim, dispute, action, litigation, proceeding, investigation or inquiry existing or Pending and of record or to the Knowledge of USAA threatened, which could, if adversely decided, have a Material adverse effect upon the condition (financial or otherwise), business, net worth, assets, properties, operations, or future prospects of USAA, or upon the Rights or any other assets being purchased by GMACM hereunder, nor, to the Knowledge of USAA, is there any basis for any such claim, dispute, action, litigation, proceeding, investigation or inquiry USAA is not subject to any order, writ, injunction or decree of any court, agency, authority. arbitration panel or other tribunal.

3.8 Disclosure of Material Facts.

The representations and warranties contained in Articles III and IV of the Addendum and in the Schedules hereto, and any other documents or information furnished to GMACM by or on behalf of USAA, including, but not limited to any offering memorandum and data tapes, do not contain any untrue statement of a Material fact or omit to state any Material fact necessary to make the statements contained herein or therein not misleading

3.9 No Accrued Liabilities.

There are no accrued liabilities of USAA with respect to the Loans or the Rights or circumstances under which such accrued liabilities will arise against GMACM as successor to the Rights. with respect to occurrences prior to the Transfer Date.

3.10 Errors and Omissions and Fidelity Bond.

USAA has in full force and effect an errors and omissions policy or policies and fidelity bond with respect to its servicing operations and a blanket bond in accordance with Investor requirements.

3.11 No Adverse Selection.

The USAA used no adverse selection procedures in selecting the Rights. Copies of each of the master commitments relating to the Servicing Agreements have been previously furnished or will be furnished to GMACM prior to the execution of this Addendum, accompanied by a transmittal letter so identifying them.

3.12 Non-Recourse Servicing.

Except as disclosed elsewhere herein or by attachment, the Servicing does not impose a Recourse Obligation on the Party providing the Servicing, and GMACM shall not be responsible to USAA or any other person for any losses sustained by Investors arising out of any foreclosure of any Property or the acquisition and subsequent holding or disposition of such Property, including without limitation third party expenses such as attorneys' fees and costs, special hazard losses (including earthquake-related losses), and restoration expenses, except to the extent that such losses are attributable to GMACM's failure to perform Servicing as required by the Servicing Agreements and/or this Addendum after the Transfer Date.

3.13 Settlement Agreement.

USAA has not entered into any Settlement Agreement with respect to class action litigation that will bind GMACM in Servicing the Loans or otherwise materially and adversely affect the Servicing.

3.14 Bulk Sales.

The consummation of the transactions contemplated by this Addendum is in the ordinary course of business of USAA, and the transfer, conveyance and assignment of the Rights to

GMACM by USAA pursuant to the Addendum are not subject to the bulk transfer or any similar statutory provisions in effect in any applicable jurisdiction.

3.15 Qualifications.

USAA is in good standing and eligible as a mortgage lender and servicer under the applicable laws, rules, regulations and procedures promulgated by each of the states in which USAA originates or services mortgage loans USAA is an approved FNMA and FHLMC USAA/Servicer, GNMA Issuer/Servicer, RHS Servicer and VA and FHA mortgagee in good standing.

3.16 Year 2000 Compliance.

USAA and services supplied by USAA, shall be year 2000 compliant and compatible and shall function without error or fault in the processing (including, but not limited to calculating, managing, manipulating, comparing and sequencing of date and date-related data), for the years 2000 and beyond. At GMACM's request, USAA shall certify in writing its compliance with the foregoing.

ARTICLE IV

Representations and Warranties Relating to Loans

As further inducement to GMACM to enter into this Addendum, USAA represents and warrants to GMACM as of the Sale Date and through and including the Transfer Date, with respect to each Loan, or, where specified below, with respect only to each Serviced Loan, as follows:

4.1 Information.

(a) All information contained in each File, and in any Electronic Data File, with regard to Servicing activity is complete and accurate in all Material respects, and all monies received with respect to each Loan have been properly accounted for and applied. Except as may otherwise have been disclosed to GMACM, each File is complete in all Material respects with regard to Servicing activity. The same warranty as made herein for Servicing activity for all Loans is also made for the origination process of the Loan, but, in the case of the Loan origination process, such warranties apply only to the Serviced Loans. The amount of the unpaid balance for each Loan which is reflected on Exhibit A is true and correct as of the date of Exhibit A.

4.2 Origination and Sale of Loans.

(a) Each Serviced Loan has been originated and/or sold in accordance, in all Material respects, with Applicable Requirements, including without limitation, applicable state or federal laws, rules, or regulations pertaining to consumer credit, truth-in-lending and usury.

(b) As to each Serviced Loan, the selling and origination representations and warranties made to Investors under the Servicing Agreements are true and correct in all material respects as of the date made.

(c) As to each Serviced Loan, the full original principal amount of each Note listed has been advanced to the Mortgagor.

4.3 **Enforceability.**

With respect to each Serviced Loan, to best Knowledge of USAA, each Note and each Mortgage has been duly executed by the appropriate obligor and each is a valid and enforceable document, subject only to applicable antideficiency and bankruptcy statutes and to application of the rules of equity, and there are no defenses, setoffs or counterclaims against any Serviced Loan.

4.4 **General Servicing of Loans.**

(a) Each Loan has been Serviced in accordance in all Material respects with Applicable Requirements.

(b) USAA has not taken any action or failed to take any action which might cause the cancellation of or otherwise affect any of the insurance contracts pertaining to Servicing of a Loan (including without limitation PMI, FHA insurance or VA guaranty) or which might otherwise materially and adversely affect the Servicing. To the Knowledge of USAA, no prior servicer has taken any action or failed to take any action which might cause the cancellation of or otherwise affect any of the insurance contracts.

(c) None of the Investor Agreements contains, in light of common industry practices as of the Transfer Date, any unusual or burdensome servicing obligations with respect to the Rights.

4.5 **Escrow Accounts.**

(a) All Escrow Accounts are maintained in accordance with Applicable Requirements. Except as to payments which are past due under the Loan, all Escrow Account balances required by the Loan Documents and paid to USAA for the account of the Mortgagor and USAA are on deposit in the appropriate Escrow Accounts.

(b) All payments for taxes, assessments, ground rents, mortgage insurance, hazard and flood insurance or other payments made from the T & I Escrow Account have been made on a timely basis, and USAA has paid, or caused to be paid, to the Mortgagor interest on Escrow Deposits only to the extent such payment is required by Applicable Requirements. USAA shall have properly conducted, or caused to be conducted, an escrow analysis for each Loan within the twelve (12) month period immediately preceding the Transfer Date. Except as otherwise disclosed to GMACM, all books and records with respect to each Loan shall be in good condition and shall have been adjusted to reflect properly the results of the escrow analysis.

(c) With respect to any Loan for which a negative escrow balance existed prior to the Sale Date, USAA has performed, or caused to be performed, an escrow analysis on such Loan for the purpose of correcting the negative escrow balance, and has adjusted the related monthly escrow payment on USAA's servicing system as a result of such analysis.

(d) Where applicable, USAA has notified each Mortgagor, in accordance with Applicable Requirements, as to any payment adjustments which resulted from an escrow analysis.

USAA shall provide GMACM with copies of any notices and analyses prepared in accordance with the terms of this Addendum.

(e) Every Escrow Account established with respect to a Buydown Loan has been fully funded by USAA, and not discounted to present value or otherwise.

4.6 No Modifications.

Except with respect to partial releases, actions required by a divorce decree, assumptions, or as otherwise permitted under Applicable Requirements, (a) the terms of each Note and Mortgage have not been modified by USAA, (b) no party thereto has been released in whole or in part by USAA and (c) no part of the Property has been released by USAA.

4.7 Mortgage Insurance.

As required by the applicable Investor, the Serviced Loans are validly insured by mortgage insurance, and all premiums or other charges due in connection with such insurance have been paid.

To the best Knowledge of USAA, each Serviced Loan which is represented by USAA to be guaranteed by the VA is fully guaranteed under the provisions of Chapter 37 of Title 38 of the United States Code and backed by an individual certificate of eligibility with full initial entitlement. As to each mortgage insurance or guaranty certificate, all applicable provisions of the insurance or guaranty contract and federal statutes and regulations have been satisfied, all premiums or other charges due in connection with such insurance or guaranty have been paid, to the Knowledge of USAA there has been no act or omission which would or may invalidate any such insurance or guaranty with respect to GMACM, and the insurance or guaranty is, or when issued, will be, in full force and effect with respect to each Serviced Loan. There are no defenses, counterclaims, or rights of set-off against GMACM affecting the validity or enforceability of any mortgage insurance or guaranty with respect to a Serviced Loan.

4.8 Hazard Insurance.

With respect to the Serviced Loans, to the best Knowledge of USAA, there is in force with respect to each Property a hazard insurance policy that provides, at a minimum, for fire and extended coverage in an amount which is the lesser of (i) the outstanding principal balance of the Loan or (ii) the full insurable value of improvements, but in no event less than the amount required under Applicable Requirements. If required by the Flood Disaster Protection Act of 1973, as amended, or by the Investor, each Property related to a Serviced Loan is and will be covered by a flood insurance policy in an amount not less than the lesser of (i) the outstanding principal balance of the applicable Serviced Loan, or (ii) the maximum amount of insurance that is available under the Flood Disaster Protection Act of 1973, as amended.

4.9 Condition of Mortgaged Property; Casualties.

(a) With regard to each Serviced Loan, to the best Knowledge of USAA, there exists no damage to any Property from fire, windstorm, earthquake, other casualty, environmental hazard, or any other circumstances or conditions that would cause the related Serviced Loan to become delinquent or otherwise materially and adversely affect the value or marketability of such Serviced

Loan or related Property. Notwithstanding anything to the contrary contained in this Section, to the extent that timely repairs are presently being undertaken utilizing casualty insurance proceeds pursuant to an insurance claim which is being timely processed with the insurance company, such repairs shall not constitute a breach of this warranty *provided, however,* that upon completion of such repairs, the collateral value of the repaired Property shall not be diminished materially from its value prior to such casualty loss.

(b) With regard to each Serviced Loan, to the best Knowledge of USAA, there are (i) no uninsured casualty losses and (ii) no insured casualty losses relating to any Property where coinsurance has been, or USAA has reason to believe it will be, claimed by the insurance company or where the loss, exclusive of contents, is greater than the net recovery from the fire insurance carrier Casualty insurance proceeds paid with respect to such Serviced Loan have been used either to reduce the Serviced Loan balance or for the purpose of making repairs to the Property. Unless such insurance proceeds have been used to reduce the Serviced Loan balance, all damage with respect to which casualty insurance proceeds have been received by or through USAA has been properly repaired or is in the process of being repaired with such proceeds.

(c) With regard to each Serviced Loan, to the best Knowledge of USAA, neither USAA nor any prior servicer is or has engaged in any activity that involves or involved the generation, use, manufacture, treatment, transportation, storage in tanks or otherwise, or disposal of Hazardous Material on or from any Property and no presence, release, threatened release, discharge, spillage or migration of Hazardous Material in violation of existing Applicable Requirements, is occurring or has occurred on or from any such Property.

4.10 **Lien Priority; Title Insurance.**

To the best Knowledge of USAA, as required by Applicable Requirements, a title policy or attorney's opinion as to title, as the case may be, has been issued and is currently in effect for each Loan insuring that the related Mortgage is a valid first lien on the Property which has not been modified, and that such Property is free and clear of all encumbrances and liens having priority over the first lien of the Mortgage, except for liens for real estate taxes and special assessments not yet due and payable and except for easements and restrictions of record identified in such title policy.

4.11 **Condemnation; Forfeiture.**

Except as disclosed elsewhere herein or by attachment, to the best Knowledge of USAA, no Property has been or will be subject to an action seeking condemnation or forfeiture of such Property

4.12 **Custodial Files.**

Except as disclosed elsewhere herein, the Custodial Files for each Loan will contain, upon transfer of the Rights to GMACM, all items required by applicable Investor regulations for the certification of each and every Pool, and each and every Pool will be in compliance with all applicable Investor requirements and guidelines. Except as disclosed elsewhere herein, all Pools have been certified in accordance with, and the securities backed by such Pools are issued on uniform documents promulgated in, the applicable Investor Guide without any material deviation therefrom. All Pools shall be, when transferred to GMACM, eligible for recertification by

Custodian, and USAA will be responsible for cure of any deficiencies necessary for recertification. All Pool balances have been reconciled. The principal balances outstanding and owing on the Loans in each Pool equal or exceed the amounts owing to the security holders of each Pool. It is understood that any deficiencies in the Pool certifications will be cured at the sole cost and responsibility of the USAA and in the time frame required under applicable Investor guidelines for such cure.

4.13 FHLMC Notes.

Subject to Applicable Requirements, original FHLMC Notes are held by FHLMC

4.14 Exception Loans.

With regard to each Serviced Loan, to the best Knowledge of USAA, no such Serviced Loan possesses any of the following characteristics: (a) an FHA loan, (b) insured under Section 203K, 235, 245 or 265 of the National Housing Act, (c) subject to a bi-weekly payment plan, (d) secured by manufactured housing that is not affixed to a permanent structure, (e) a reverse mortgage loan or home equity line of credit, (f) a graduated payment loan that is still in the adjustment period of loan, (g) a housing authority loan, (h) an RHS loan, (i) a GNMA "Targeted Lending Initiative" (reduced guaranty fee) loan, (j) an adjustable rate mortgage loan, (k) a balloon loan, (l) a second mortgage loan, (m) originated under the FNMA Timely Payment Reward Program, (n) originated under the National Housing Affiliate Network and SOS Program, Inc., (o) an Alternative A or subprime quality loan, (p) an A minus credit quality loan, (q) "high cost" mortgage loan under Section 32 of the Truth-In-Lending Act as amended by the Home Ownership and Equity Protection Act or any similar state law, (r) contains a premium or penalty for early prepayment in full, (s) subprime or alternative mortgage or home equity line of credit, (t) finances any single-premium credit insurance coverage, (u) provides for negative amortization, (v) contains a mandatory arbitration clause, (w) refinanced a pre-existing loan more than once within the past year, (x) provides for increased interest rate in the event of default, (y) loan-to-value ratio exceeds one hundred percent (100%) or (z) contained in a GNMA Internal Pool (as described in the GNMA Guide).

4.15 Investor Repurchase and Indemnification.

Except as disclosed elsewhere herein, no Serviced Loan is subject to (a) a pending or potential request (including initial inquiries) for either repurchase or indemnification by an Investor; (b) an Investor indemnification agreement, and/or (c) an Investor determination of Significant Underwriting Deficiency.

4.16 Fraud.

With regard to each Serviced Loan, to the best Knowledge of USAA, no fraudulent action, error, omission, misrepresentation, negligence, or similar occurrence with respect to such Serviced Loan has taken place on the part of any person, including without limitation USAA, the lender originating the Loan, any mortgage broker, the Mortgagor, any appraiser, any builder or developer or any other party involved in (a) the origination of the Serviced Loan or (b) the application of any insurance proceeds with respect to a Serviced Loan, Property or REO Property.

4.17 Soldiers and Sailors.

USAA has not received notice from any Mortgagor or other party with respect to a Loan of a request for relief pursuant to or invoking any of the provisions of the Soldiers and Sailors Relief Act of 1940 or any similar law which would have the effect of suspending or reducing the Mortgagor's payment obligations under a Loan or which would prevent such loan from going into foreclosure.

ARTICLE V
Representations and Warranties of GMACM

As an inducement to USAA to enter into this Addendum, GMACM represents and warrants, as of the Sale Date, and through and including the Transfer Date, as follows:

5.1 Organization.

GMACM is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania.

5.2 Good Standing.

To the extent required by applicable law, GMACM is qualified to transact business and is in good standing as a foreign corporation in all appropriate jurisdictions and to conduct all activities to be performed with respect to the Servicing of the Loans.

5.3 Validity of Addendum.

GMACM has full corporate power and authority to execute this Addendum and any applicable Related Agreement. This Addendum constitutes, and any Related Agreement, when executed and delivered, will constitute the valid and binding obligation of GMACM enforceable against it in accordance with its terms, subject to bankruptcy laws and other similar laws of general application affecting rights of creditors and subject to the application of the rules of equity, including those respecting the availability of specific performance. The execution, delivery and performance of this Addendum and any applicable Related Agreement by GMACM, its compliance with the terms hereof and thereof and consummation of the transactions contemplated hereby and thereby (assuming receipt of the various consents required pursuant to this Addendum) have been duly authorized by the directors of GMACM.

5.4 No Conflict.

The execution and delivery of this Addendum and any applicable Related Agreement by GMACM and the performance of its obligations hereunder and thereunder (a) are not in violation or breach of, and will not conflict with or constitute a default under, any of the terms of the articles of incorporation or bylaws of GMACM or any note, debt instrument, security agreement, lease, deed of trust or mortgage, license, franchise, permit or any other contract, agreement or commitment binding upon GMACM or any of its assets or properties subject to obtaining the

approval of the applicable Investor to the transfer of the Servicing; (b) will not result in the creation or imposition of any lien, encumbrance, equity or restriction in favor of any third party upon any of the assets or properties of GMACM; and (c) will not conflict with or violate any applicable law, rule, regulation, judgment, order or decree of any government, governmental instrumentality or court having jurisdiction over GMACM or any of the assets or properties of GMACM.

5.5 **Qualifications.**

GMACM is in good standing and eligible as a mortgage lender and servicer under the applicable laws, rules, regulations and procedures promulgated by each of the states in which GMACM originates or services mortgage loans GMACM is an approved FNMA and FHLMC Seller/Servicer, GNMA Issuer/Servicer, RHS Servicer and VA and FHA mortgagee in good standing.

ARTICLE VI
Approvals

6.1 **USAA's Obligations.**

(a) USAA shall request and shall do all things appropriate to secure the approval of the Investors to transfer the Servicing Rights, together with all Custodial Files and Escrow Accounts to GMACM.

(b) USAA shall satisfy all applicable Investor requirements to transfer effectively the Rights from USAA to GMACM and pay and bear any and all fees imposed by Investors to effect the transfer, including, but not limited to, the transfer fee.

(c) USAA will file for the period through and including the Transfer Cutoff Date all required reports including but not limited to reports to all governmental agencies having jurisdiction over the Servicing (including without limitation FHA and VA) and all appropriate PMI companies.

6.2 **GMACM's Obligations.**

GMACM shall cooperate with and assist USAA in obtaining the approval of the Investors, and shall provide all financial and other information typically required by the Investors for approval of a transfer of Servicing.

ARTICLE VII

Conditions Precedent to Obligations of GMACM

The obligations of GMACM hereunder shall be subject to satisfaction of each of the following conditions, except as GMACM may waive the same in writing in accordance with Section 12.4 of this Addendum:

7.1 FNMA/FHLMC/GNMA Approvals.

(a) Delivery by USAA to GMACM of written approval from each of FNMA, FHLMC and GNMA for the transfer of the Servicing Rights from USAA to GMACM prior to the related Transfer Date;

(b) USAA shall have obtained verbal approval from each of FNMA, FHLMC and GNMA for such transfer of Servicing Rights no later than fifteen (15) days prior to the related Transfer Date; and

(c) Acceptance by GMACM of any and all conditions or restrictions which may be imposed by FNMA, FHLMC and/or GNMA on the sale and assignment of Servicing Rights by USAA to GMACM.

7.2 Private Investor Approvals.

Each Private Investor for which Servicing Rights are to be transferred from USAA to GMACM (or its designee of such Private Investor) shall have executed, no later than fifteen (15) days prior to the related Transfer Date, either an Assignment, Assumption and Consent to Transfer of Servicing Rights or a Servicing agreement with GMACM, in a form acceptable to GMACM Notwithstanding anything to the contrary contained in this Addendum, non-satisfaction of the condition stated in this Section shall result in exclusion from the sale and transfer of the affected Private Investor Servicing, but shall not, by itself, constitute grounds for termination of the Addendum.

7.3 Certifications.

As of the Transfer Date, each Pool, the Servicing Rights to which are to be transferred to GMACM shall have been certified and shall be recertifiable by Custodian in accordance with all applicable Investor requirements and procedures. USAA shall provide GMACM with copies of such custodial certifications.

7.4 Representations.

The representations and warranties made by USAA in this Addendum are true and correct in all material respects and shall continue to be true and correct in all material respects on the Sale Date and the Transfer Date.

7.5 **Compliance with this Addendum.**

All of the terms, covenants, and conditions of this Addendum (including the Transfer Instructions), and of the Interim Servicing Agreement, required to be complied with and performed by USAA at or prior to the Transfer Date shall have been duly complied with and performed in all material respects

7.6 **Interest Paid.**

As of the Transfer Date, USAA shall have paid interest on Escrow Accounts for the period ending on the Transfer Cutoff Date, to the extent required by Applicable Requirements, and shall have paid any interest shortfall between the amount of interest collected and the amount of interest required to be remitted to security holders, including without limitation interest payable on pay-offs and curtailments.

7.7 **Additional Documentation.**

GMACM and USAA shall have approved and accepted any and all documentation which may be reasonably required to effectuate intent of this Addendum.

7.8 **Documentation and Files; Compliance.**

Unless otherwise having been disclosed to GMACM, then, without in any way limiting the representations, warranties, indemnifications, and other covenants of USAA under this Addendum. GMACM shall have determined that:

(a) the books, records and accounts of USAA with respect to the Rights are in order pursuant to Applicable Requirements, and the information provided to GMACM in connection with the Servicing is true and correct;

(b) the terms of any bond and/or Private Investor Servicing Agreements are acceptable to GMACM; and

(c) any pending class action litigation against USAA, and any settlement or consent decree entered into by USAA with respect to class action litigation, will not have a material adverse effect on the Servicing.

7.9 **Corporate Resolution.**

A Secretary's Certificate of each Party, together with a corporate resolution approving the execution and delivery of this Addendum and the consummation of the transactions contemplated hereby, in form and substance acceptable to each Party, shall be delivered to the other Party no later than the Sale Date.

7.10 **Intentionally Omitted.**

7.11 **Intentionally Omitted**

7.12 **Officer's Certificate.**

An Officer's Certificate of a senior officer of each Party in the form attached as Exhibit G to this Addendum, shall be delivered to the other Party no later than the Sale Date.

7.13 **Material Adverse Change.**

There shall have been no Material adverse change in the condition (financial or otherwise), business, net worth, assets (including without limitation the Servicing, the Escrow Accounts or the Loans), properties, operations or future prospects of USAA, and there shall not have been any occurrence circumstance or combination thereof, whether arising heretofore or thereafter, including litigation pending or threatened, which might reasonably result in any such Material adverse change before or after the Sale Date.

7.14 **No Litigation.**

There shall (a) have been no order, decree or ruling issued or any other action taken by any court of competent jurisdiction or other governmental authority, which has become final and nonappealable, restraining, enjoining or otherwise prohibiting the transactions to be consummated hereunder; and/or (b) be no litigation or proceeding pending against either Party, which if decided adversely to such Party would Materially and adversely affect the Servicing or the Loans and which, in the judgment of GMACM, would make the consummation of the transaction to be consummated hereunder inadvisable. There shall be no governmental investigation or inquiry pending or threatened which, in the judgment of either Party, might lead to or result in any litigation or proceeding of the nature referred to in the foregoing sentence.

7.15 **Bulk Sales.**

USAA shall have complied in all material respects with the bulk transfer or any similar statutory provisions in effect in any applicable jurisdiction, and all related waiting periods shall have expired without the receipt of any notices of claims.

7.16 **Fundamental Changes.**

Prior to the Sale Date, there shall have been no public announcement of any sale, merger, acquisition, consolidation or change of control affecting USAA and/or substantially all of the assets of either Party.

7.17 **Limited Power of Attorney.**

A Limited Power of Attorney executed by USAA, in the form attached as Exhibit I to this Addendum, shall be delivered to GMACM no later than the Sale Date.

7.18 **Non-satisfaction of Condition.**

In the event any of the foregoing conditions have not been satisfied on or before the Sale Date, then, upon GMACM giving of notice to USAA of such failure, USAA shall have an

additional period of time not to exceed ninety (90) days from but not including the date of receipt of GMACM's notice in which to satisfy the subject condition. Should USAA fail to satisfy the subject condition within this extended period of time, GMACM may, upon written notice to USAA, terminate this Addendum. Upon such a termination, USAA shall promptly refund, by wire transfer of immediately available funds, any portion of the Purchase Price or any other amount paid by GMACM to USAA hereunder together with interest calculated at the Interest Rate. Such interest shall cover the period commencing with the Business Day of USAA's receipt of the payments and ending the Business Day prior to GMACM's receipt of the refund. Notwithstanding any such termination of the Addendum, if the nonsatisfaction of the conditions of sale contained in this Section is the fault of either Party, the other Party shall be entitled to obtain reimbursement of all actual losses, costs, or expenses incurred as a result of such failure, including, without limitation, such non-defaulting Party's expenses incurred in the performance of its due diligence review and in compliance with this Addendum.

ARTICLE VIII

Conditions Precedent to Obligations of USAA

The obligations of USAA hereunder shall be subject to satisfaction of each of the following conditions, except as USAA may waive the same in writing in accordance with Section 11.6 of the Addendum.

8.1 <u>FNMA/FHLMC/GNMA Approvals.</u>

(a) Delivery by USAA to GMACM of written approval from each of FNMA, FHLMC and GNMA for the transfer of the Servicing Rights from USAA to GMACM prior to the related Transfer Date;

(b) USAA shall have obtained verbal approval from each of FNMA, FHLMC and GNMA for such transfer of Servicing Rights no later than fifteen (15) days prior to the related Transfer Date; and

(c) Acceptance by USAA of any and all conditions or restrictions which may be imposed by FNMA, FHLMC and/or GNMA on the sale and assignment of Servicing Rights by USAA to GMACM.

8.2 <u>Private Investor Approvals.</u>

Each Private Investor for which Servicing Rights are to be transferred from USAA to GMACM (or the designee of such Private Investor) shall have executed, no later than fifteen (15) days prior to the related Transfer Date, either an Assignment, Assumption and Consent to Transfer of Servicing Rights or a Servicing Agreement with GMACM, in a form acceptable to GMACM. Notwithstanding anything to the contrary contained in this Addendum, non-satisfaction of the condition stated in this Section 8.2 shall result in exclusion from the sale and transfer of the affected Private Investor Servicing, but shall not, by itself, constitute grounds for termination of the Addendum.

8.3 Representations.

The representations and warranties made by GMACM in this Addendum are true and correct in all Material respects and shall continue to be true and correct in all material respects on the Sale Date and the Transfer Date.

8.4 Compliance with this Addendum.

All of the terms, covenants, and conditions of this Addendum, (including the Transfer Instructions), required to be complied with and performed by GMACM at or prior to the Transfer Date shall have been duly complied with and performed in all Material respects.

8.5 Additional Documentation.

GMACM and USAA shall have approved and accepted any and all documentation which may be reasonably required to effectuate the sale and assignment of the Rights to GMACM and the intent of this Addendum.

8.6 Corporate Resolution.

A Secretary's Certificate of GMACM, together with a corporate resolution approving the execution and delivery of this Addendum and the consummation of the transactions contemplated hereby, in form and substance acceptable to USAA, shall be delivered to USAA no later than the Sale Date.

8.7 No Litigation.

There shall have been no order, decree or ruling issued or any other action taken by any court of competent jurisdiction or other governmental authority, which has become final and nonappealable, restraining, enjoining or otherwise prohibiting the transactions to be consummated hereunder.

ARTICLE IX
Covenants

9.1 Mutual Cooperation.

To the extent possible, each of the Parties hereto shall cooperate and assist the other, as requested, in carrying out the other's covenants, agreements, duties and responsibilities under this Addendum, and in connection therewith, shall from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such additional instruments, assignments, endorsements, papers, documents and instruments as may be necessary and

appropriate to further express the intention, or to facilitate the performance, of this Addendum during the term hereof. The Parties agree to use commercially reasonable efforts to effectuate the transfer of Rights contemplated herein in accordance with MBA-approved industry standards for servicing transfers, and with Investor requirements for the transfer of servicing.

9.2 **Assignments.**

USAA shall take such actions as may be necessary to transfer all its right, title, and interest in and to the Rights to GMACM, including but not limited to assigning the Mortgages securing the Loans to GMACM in accordance with the specifications of the Transfer Instructions, procuring recorded intervening assignments of Mortgages from prior servicers or third party originators to USAA, or other transfer documents, as needed, preparing, filing and recording all assignments of Mortgages from USAA to GMACM as required, preparing and executing all assignments of Mortgages from GMACM to Investor, in recordable form, on GMACM's behalf as required, and properly endorsing the Notes to GMACM without recourse.

9.3 **Transfer Costs.**

USAA shall pay all costs associated with the transfer of the Rights to GMACM, including without limitation, (a) costs of securing Investor approval, and of any transfer fees due Investors; (b) Custodian fees through the Transfer Date; (c) costs related to compliance with Section 9.2 above; (d) costs of transfer of each Custodial File to Custodian (excluding GMACM's custodial fees); (e) any cost associated with USAA's obligation for providing, on a quarterly or mutually other agreed upon basis, all information necessary to discharge a mortgage lien upon payoff or liquidation; (f) any costs associated with the USAA's obligation to complete the automated transfer of Rights to GMACM, including but not limited to USAA's data processing costs with respect to preparation of the Electronic Data File and conversion of Files (including tax and insurance information) to GMACM's data processing system; (g) costs associated with the shipment and delivery of Files and information to GMACM pursuant to the Transfer Instructions, and (h) costs associated with preparation and submission by USAA of transfer notifications to hazard/flood carriers, PMI carriers, Pool insurers, borrowers (excluding GMACM's "Hello" letters), tax authorities, tax service companies, HUD, FHA, RECD and VA. USAA shall bear the risk of loss or damage to Files and/or Custodian Files until receipt of such files by GMACM or Custodian, as applicable.

9.4 **Tax Service Contracts.**

USAA shall provide fully paid, life of loan, freely transferable tax service contracts from Transamerica or First American with respect to all Loans the Rights to which are transferred to GMACM, and shall comply with those provisions of the Transfer Instructions pertaining to tax service contracts.

9.5 **Form 1099, Form 1098-USAA's Obligation.**

USAA shall mail, on or before the date required by law, IRS Form No. 1099 to all parties entitled to receive interest on Escrow Accounts for all periods ending on or before the Transfer Cutoff Date, where applicable, as well as IRS Form No. 1098 to each Mortgagor for all periods ending on or before the Transfer Cutoff Date. USAA will file all required reporting with the IRS,

including without limitation IRS Form No. 1041 and IRS Form K-1 where applicable, on or before the date required by law for all periods ending on or before the Transfer Cutoff Date. Upon GMACM's request, USAA shall provide GMACM with copies of all forms filed under this section with respect to Loans the Rights to which are being transferred.

9.6 Form 1099, Form 1098-GMACM's Obligation.

GMACM shall mail, on or before the date required by law, IRS Form No. 1099 to all parties entitled to receive interest on Escrow Accounts for all periods after the Transfer Cutoff Date, where applicable, as well as IRS Form No. 1098 to each Mortgagor for all periods after the Transfer Cutoff Date. GMACM shall file all required reporting with the IRS, including without limitation IRS Form No. 1041 and IRS Form K-1 where applicable, on or before the date required by law. for all periods after the Transfer Cutoff Date.

9.7 Reimbursement of Costs and Expenses.

USAA shall reimburse GMACM for its reasonable costs and expenses incurred which are necessary (a) to bring the Servicing into compliance with the Transfer Instructions or applicable Investor specifications, and/or (b) to resolve servicing issues arising prior to the Transfer Date. In addition, in the event that any advance reimbursed to USAA pursuant to Section 2.4 is subsequently determined to be non-recoverable under Applicable Requirements, USAA shall reimburse GMACM in the amount of such advance.

9.8 Payment of Interest.

USAA shall be responsible through the Transfer Cutoff Date for (a) payment of any interest on Escrow Accounts, to the extent required by law, and for posting such payments to individual Mortgagors' accounts, and (b) payment of any interest shortfall between the amount of interest collected and the amount of interest required to be remitted to Investors, including without limitation interest payable on pay-offs and curtailments, where applicable. In the event that GMACM determines that USAA has paid interest on Escrow Accounts in jurisdictions where such payment is not required by law, or exceeds any payment required by law, GMACM shall have the right to adjust the Purchase Price accordingly.

9.9 Post-transfer Payments.

All monies received by USAA after the Transfer Date relating to the Loans and the Escrow Accounts shall be promptly turned over to GMACM for distribution in accordance with the respective Servicing Agreements and until so remitted shall be held in trust for GMACM and segregated from all other assets of USAA.

9.10 Retention of Documents; Post-transfer Support.

Subsequent to the Transfer Date, USAA will provide for GMACM, upon request, history ledgers, canceled checks, vouchers, bills and other pertinent documents in its possession or under its control to assist GMACM in disputes with outside agencies (*e.g.*, taxing authorities, PMI companies, hazard insurance companies, etc.). USAA shall provide such documentation within ten (10) Business Days of written request by GMACM. Following the Transfer Date, USAA shall

make available servicing personnel qualified to assist GMACM in the resolution of post-transfer issues. In addition, USAA shall dedicate sufficient personnel to complete recertification of Pools subject to Applicable Requirements.

9.11 FHLMC Quality Control Program.

USAA covenants and agrees that within five (5) Business Days after the Transfer Date, USAA shall provide GMACM with all records in USAA's possession or under its control concerning any quality control findings, along with documentation of any corrective action taken, reported to FHLMC for any Loans included in the transfer which were originated within three (3) years prior to the Transfer Date. This requirement is pursuant to Sections 48.1-48 10 of the FHLMC USAA's and Servicers' Guide (the "Guide"), as amended from time to time

9.12 Bulk Transfer Laws Compliance.

As and if applicable, USAA shall comply with all requirements of applicable laws relating to the transfer of assets in bulk, including the Uniform Commercial Code-Bulk Transfers and any similar statutory provisions in effect in any applicable jurisdiction, and shall provide any and all notices which may be required to ensure that the transfer of the Rights to GMACM hereunder is not subject to any defect by reason of non-compliance with any such requirements.

9.13 Public Announcement.

The timing and content of any press release or other public announcement relating to the transactions contemplated by this Addendum shall be subject to the approval of USAA and GMACM.

9.14 Certain Notifications.

Each party shall promptly notify the other in writing of the occurrence of any event which will or could reasonably be expected to result in the failure to satisfy any of the conditions to the obligations of such other party specified in Article VII or VIII of the Addendum, as the case may be, of the Addendum.

ARTICLE X
Indemnification and Remedies

10.1 Indemnification by USAA.

USAA will and hereby does indemnify and hold GMACM and any Affiliate of GMACM and their respective officers, directors and employees harmless from and against any and all Losses:

(a) Resulting from or arising out of any breach of any representation and/or warranty of USAA contained in this Addendum, in any Related Agreement, or in any exhibit, schedule, statement or certificate furnished by USAA pursuant to this Addendum. USAA shall indemnify GMACM as set forth in this Section 10.1 for breaches of representations and warranties regardless of any qualifications as to materiality or the Knowledge of USAA concerning

the truth or accuracy of such representations and warranties when made. USAA's indemnity includes Losses arising out of or resulting from any acts or omissions or practices concerning the administration of escrow accounts and ARM Loans;

(b) Resulting from or arising out of the breach of any covenant or obligation (including without limitation those contained in the Transfer Instructions) of USAA contained in this Addendum or in any Related Agreement,

(c) Resulting from or arising out of any Defect in any Serviced Loan existing as of the Sale Date or Transfer Date (including those Defects subsequently discovered), or as a result of any act or omission of USAA prior thereto;

(d) Resulting from or arising out of any litigation pending or threatened against GMACM arising out of events occurring on or prior to the Transfer Date in connection with the USAA's actions or practices with respect to the origination and/or servicing of any Loan; or

(e) Resulting from or arising out of receipt of a VA No-Bid Instruction with respect to a Loan within one year following the Sale Date, *provided, however*, that in the event that any VA Loan shall be thirty (30) days or more delinquent on the one-year anniversary of the Sale Date, USAA's indemnification obligation under this Section shall be extended for an additional year solely with respect to such delinquent VA Mortgage Loan Notwithstanding anything to the contrary contained in this section, upon notification of VA's intent to No-Bid a Loan within the applicable timeframe, GMACM shall buy down the principal balance of such Loan in an amount necessary to avoid the VA No-Bid. USAA shall reimburse GMACM for the amount of such VA buy-down within five (5) Business Days following its receipt of notice of the buy-down from GMACM.

10.2 Repurchase; GMACM's Remedies.

(a) If, at the Transfer Date, or subsequent thereto but prior to recertification by the Custodian, there is a Defect in any Loan or Pool which constitutes a breach of the representations and warranties made in Section 4.12 of the Addendum (a "Certification Defect"), USAA shall use its reasonable best efforts to cure, to GMACM's or Investor's satisfaction, such Certification Defect as soon as reasonably practicable, but not later than one hundred eighty (180) days from its receipt of notice of the existence thereof, or such shorter period as may be required under Applicable Requirements, such cure period subject to extension by consent of the GMACM, which consent shall not unreasonably be withheld. USAA agrees to notify GMACM as soon as is reasonably practicable if such Certification Defect is not curable. If the Certification Defect is not cured by the applicable recertification deadline, GMACM shall have the remedies set forth in this Article X including without limitation rights of repurchase (at the Repurchase Price) and indemnification; provided, however, any amounts to be paid to GMACM by USAA by way of a Repurchase Price or indemnification shall first be satisfied by GMACM out of the retained amount referred to in Section 2.5 (b) (4) of this Addendum. After the depletion of the retained amount, all further sums owed by reason of a repurchase or indemnification shall be paid directly by USAA. In addition, in the event that any Investor should, as a result of an uncured Certification Defect, require that GMACM post a letter of credit or performance bond with respect to the related Pool, GMACM may, at its option, require that USAA post such letter of credit or performance bond, at USAA's cost and in a form acceptable to Investor, on GMACM's behalf.

(b) Notwithstanding anything to the contrary contained hereinabove, in the event of (i) a PMI denial or rescission of coverage, (ii) an Investor repurchase or make-whole request, (iii) an Investor determination of Significant Underwriting Deficiency with respect to a Loan or (iv) there exists a basis to demand indemnification under Section 10.1 that Materially and adversely affects the value or marketability of the related Loan or Rights, which in each case arises out of results from the origination, delivery or servicing of the Loan prior to the Transfer Date, GMACM shall use commercially reasonable efforts to provide USAA with written notice of such denial, rescission, request or determination within ten (10) Business Days following GMACM's receipt of such notice. USAA shall have an opportunity to cure the defect or condition giving rise to such denial, rescission, request or determination and/or negotiate with the applicable Investor or PMI carrier for a cure period to be calculated as the lesser of sixty (60) days from USAA's receipt of such notice, or such lesser period as may be required by the applicable Investor or PMI carrier. If, upon expiration of any applicable cure period, such defect or condition has not been cured, then USAA shall, at GMACM's option, (i) repurchase the related Rights for the Repurchase Price, or, in the case of an Investor make-whole request, pay to GMACM the Repurchase Price, (ii) subject to Investor consent, repurchase the Rights pertaining to the related Loan(s) at a price to be calculated as the product of the Purchase Price Percentage and the then-outstanding unpaid principal balance of such Loan plus an administrative fee in the amount of Five Hundred Dollars ($500.00), or (iii) in the case of a Significant Underwriting Deficiency, agree to provide the remedy described in subsection (i) above upon demand by GMACM at such future time as GMACM may, in its sole discretion, elect. Notwithstanding anything to the contrary contained in this section, any failure by GMACM to provide timely notice to USAA of any such denial, rescission, request or determination

affecting a Loan shall not in any event be construed to limit remedies available to GMACM under Section 10.1 of the Addendum.

(c) USAA shall, within thirty (30) Business Days of repurchase of the Rights under sub-section (a) or (b) above, either (i) assume Servicing responsibilities and request GMACM to accept (which acceptance shall not be unreasonably withheld) subservicing responsibilities; or (ii) provide for transfer of Servicing with respect to such repurchased Loan or REO Property to a fully qualified and approved servicer. In the event of repurchase, GMACM shall, upon receipt of the Repurchase Price, assign and deliver the related Loan Documents to USAA. If USAA fails to repurchase the Rights at the time and in the manner provided in this Section. GMACM shall have all other rights and remedies provided in this Addendum or by law or equity

(d) In the event that USAA should fail to make any payment to GMACM required to be made pursuant to this Article X within thirty (30) days following demand therefor, or within such other timeframe as may be specified under the applicable provisions of Section 10.1 or Section 10.2, interest shall accrue on such payment, to be compounded daily at the Interest Rate plus 200 basis points, from the date of demand (or, in the case of repurchase, the date on which repurchase funds are due Investor) until such payment is received by GMACM

10.3 No Effect of Knowledge.

The obligations of USAA under this Addendum for the breach of any representation or warranty made by USAA hereunder shall not be affected in any manner or to any extent by any knowledge obtained by (or which could have been obtained by) GMACM prior to the Transfer Date, whether in the course of GMACM's due diligence activities or otherwise.

10.4 Indemnification by GMACM.

GMACM will and hereby does indemnify and hold USAA harmless from and against any and all Losses.

(a) Resulting from or arising out of any breach of any representation and/or warranty of GMACM contained in this Addendum, in any Related Agreement, or in any exhibit, schedule, statement or certificate furnished by GMACM pursuant to this Addendum; or

(b) Resulting from or arising out of the breach of any covenant or obligation of GMACM contained in this Addendum or in any Related Agreement, *provided*, however, that GMACM shall not be obligated to so indemnify USAA to the extent that such payments are attributable to a breach by USAA of any representation, warranty or covenant made by USAA contained in this Addendum.

10.5 Notice of Claim.

If any action is brought against any person entitled to indemnification pursuant to Section 10.1 or Section 10.4 (a "Claimant") in respect of a claim under Section 10.1 or Section 10.4, as applicable (an "Indemnifiable Claim"), the Claimant shall promptly notify GMACM or USAA, as the case may be, in writing of the institution of such action (but the failure so to notify shall not relieve USAA or GMACM, as the case may be (the "Indemnifying Party") from any liability the

Indemnifying Party may have except to the extent such failure materially prejudices the Indemnifying Party) With the prior written consent of the Claimant, the Indemnifying Party may assume and direct the defense of such action, including the employment of counsel, and all fees, costs and expenses incurred in connection with defending or settling the Indemnifiable Claim shall be borne solely by the Indemnifying Party, *provided*, however, that the Indemnifying Party shall not compromise any claim without the prior written consent of the Claimant, which consent shall not be unreasonably withheld; provided, further that notwithstanding the foregoing, the Indemnifying Party may assume the defense or prosecution of any such claim, suit, demand or proceeding, at the cost of the Indemnifying Party, if it reasonably believes that such assumption is necessary or appropriate to assure that its right or ability to Service a material portion of the Loans or its method of doing business or its authority and approvals to service or its reputation, goodwill, financing condition or business are not materially impaired. Notwithstanding a request by the Indemnifying Party to assume the defense of such action or proceeding, the Claimant shall have the right to employ separate counsel and to participate in the defense of such action or proceeding, and the Indemnifying Party shall bear the reasonable fees, costs and expenses of such separate counsel (and shall pay such fees, costs and expenses at least quarterly).

10.6 Limitation of Liability.

In no event will either GMACM or USAA be liable to the other party to this Addendum for incidental or consequential damages, including, without limitation, loss of business opportunity, regardless of the form of action whether in contract, tort or otherwise.

10.7 Right of Offset.

In the event an Indemnifying Party is required to indemnify or make payments to any Claimant under any provision of this Addendum or any Related Agreement, in addition to any other right available to the Claimant hereunder, at law or in equity, the Claimant shall be entitled to offset the amount of such required indemnity or any claim from any and all amounts owed by any Claimant, or any affiliate of a Claimant, to any Indemnifying Party or any affiliate of any Indemnifying Party, hereunder or otherwise.

ARTICLE 11: TERMINATION

With regard to the rights, duties, obligations, responsibilities and remedies of the Parties as they relate to the Servicing of the Loans and the Rights, the terms, conditions, covenant, representations and warranties of Article 8 of the Agreement shall apply and such Article, and all terms and conditions thereof, is incorporated herein and made a part hereof as if fully set forth

ARTICLE XII
Miscellaneous

12.1 Costs and Expenses.

Except as otherwise provided herein, each Party shall be responsible for its accounting, legal and related costs and expenses incurred with respect to the transfer of Servicing, including without limitation costs and expenses incurred in compliance with the provisions of Section 7.18 or 8.8 hereof, as the case may be, whether or not the transaction contemplated by this Addendum is consummated.

12.2 Confidentiality.

All information which is not public knowledge (including without limitation Mortgagor or customer information of any kind, proprietary business procedures, servicing fees or prices, policies or business plans) disclosed heretofore or hereafter by any party to any other party (including its attorneys, accountants or other representatives) in connection with the transaction contemplated by this Addendum (including the existence of this Addendum and the terms hereof) shall be kept confidential by the other party and shall not be used by such other party other than for use as herein contemplated, except to the extent (a) it is or hereafter becomes public knowledge or becomes lawfully obtainable from other sources, (b) such other party is compelled to disclose such information by judicial or administrative process or, in the opinion of its counsel, by other requirements of law, or (c) such duty as to confidentiality and non-use is waived by such disclosing party. In the event of termination of this Addendum, each party shall exercise all reasonable efforts to return, upon request, to the other party, all documents and reproductions thereof received from such other party that include information not within the exceptions contained in the first sentence of this Section 11.2. Further, the Parties agree that this Agreement shall be subject to the terms and conditions of any confidentiality agreement already executed and in effect by and between the Parties.

The confidentiality provisions of the Agreement, and the obligations, duties and responsibilities imposed thereby, as well as well as the rights and remedies granted thereby, are incorporated herein and made a part hereof and are applicable to this Addendum

12.3 Survival.

Except as otherwise provided herein, the representations and warranties, covenants and agreements contained in or made pursuant to this Addendum (including without limitation the rights of indemnification and other remedies provided herein), and in any document delivered or to be delivered pursuant hereto, shall survive the execution hereof, the Sale Date and the Transfer Date. No representation or warranty contained herein shall be deemed to have been waived, affected or impaired by any investigation made by or knowledge of a party of this Addendum

12.4 Notices.

Any notice or other communication required or which may be given hereunder shall be in writing and either delivered personally to the addressee, telegraphed or faxed to the addressee or mailed, certified or registered mail, postage prepaid, and shall be deemed given when so delivered

personally, telegraphed or by confirmed facsimile transmission, or if mailed, two days after the date of mailing, as follows:

(a) If to the GMACM, to:

GMAC Mortgage Corporation
100 Witmer Road
Horsham, PA 19044-0963
Attention: Chief Financial Officer
Fax: (215) 682-1467

with copies to:

General Counsel
GMAC Mortgage Corporation
100 Witmer Road
Horsham, PA 19044-0963
Fax: (215) 682-1467

and

GMAC Mortgage Corporation
3451 Hammond Avenue
Waterloo, IA 50702
Attention: General Manager
Fax: (319) 236-5175

GMAC Mortgage Corporation
401 West 24th Street
National City, CA 91950
Attention: Servicing Manager
Fax: (619) 470-5619

(b) If to USAA, to:

USAA Federal Savings Bank
10750 McDermott Freeway
San Antonio, Texas 78288
Attention: Senior Vice President - Operations

or to such other address as GMACM or USAA shall have specified in writing to the other.

12.5 <u>Governing Law.</u>

This Addendum shall be governed by the laws of the State of Texas applicable to agreements made and to be performed entirely within such state.

12.6 Jurisdiction and Venue.

GMACM and USAA mutually agree that any legal cause of action arising out of a dispute concerning this Addendum or the enforceability of any part thereof shall be subject to the jurisdiction of the United States District Court in and for the Southern District of Texas.

12.7 Entire Addendum.

This Addendum (including the Exhibits, Schedules and certifications hereto, all of which are incorporated herein by reference) and any Related Agreement contain the entire agreement between the parties with respect to the transactions contemplated hereby, and supersede all prior agreements and understandings relating to the subject matter of the Addendum. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THIS ADDENDUM REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AS TO THE SUBJECT MATTER OF THE ADDENDUM, AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES; AND THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

12.8 Waivers and Amendments.

This Addendum may be amended, modified, superseded, canceled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege hereunder, nor any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

12.9 Third Party Beneficiaries.

This Addendum is intended for the benefit of the parties hereto only. There shall be no third party beneficiaries hereof.

12.10 Construction.

In construing the words of this Addendum, all pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural as the identify of the person or persons may require. The words "herein", "hereof", and other similar compounds of the word "here" shall mean and refer to this entire Addendum, not to any particular provision, section, or subsection of it. This Addendum constitutes a negotiated document. In case of any alleged ambiguity in any term of this Addendum, such term shall not be construed in favor of or against either party by reason of the participation of such party or its attorneys in the negotiation or drafting of this Addendum.

12.11 Headings.

The headings in this Addendum are for reference purposes only and shall not in any way affect the meaning or interpretation of this Addendum.

12.12 Counterparts.

This Addendum may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

12.13 Attorneys' Fees.

If any action of law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Addendum, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the other party. Such fees may be set by the Court in the trial of such action or may be enforced in a separate action brought for that purpose Such fees shall be in addition to any other relief that may be awarded

12.14 Binding Effect.

This Addendum shall inure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns. Nothing in this Addendum, express or implied, is intended to confer on any person other than the parties hereto and their successors and permitted assigns, any rights, obligations, remedies or liabilities.

12.15 No Assignment.

This Addendum is not assignable except by operation of law, except that GMACM may assign its rights or obligations under this Addendum to any affiliate of GMACM provided that GMACM shall continue to be bound by this Addendum

12.16 Location of Closing.

On the Sale Date, the closing of this transaction shall take place at the respective offices of GMACM and USAA via facsimile transmission between GMACM and USAA. Original signed documents shall be exchanged between the two parties by overnight courier.

12.17 Severability of Provisions. If any one or more of the covenants, agreements, provisions or terms of this Addendum shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Addendum and shall in no way affect the validity or enforceability of the other provisions of this Addendum.

IN WITNESS WHEREOF, each of the undersigned parties to this Second Addendum to Mortgage Purchase and Servicing Agreement has caused this Second Addendum to Mortgage Purchase and Servicing Agreement to be duly executed in its corporate name by one of its duly authorized officers, all as of the date first above written.

ATTEST:

GMAC MORTGAGE CORPORATION

By: _____

Its: Vice President

June 8, 2001

ATTEST:

25May01

USAA FEDERAL SAVINGS BANK

By: _____

Its: Authorized Signatory

May 25, 2001

LIST OF SCHEDULES AND EXHIBITS

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Schedule 3.7	Schedule of Litigation
Schedule 3.12	Schedule of Recourse Servicing
Schedule 4 11	Schedule of Condemnation/Forfeiture Proceedings
Schedule 4.12	Schedule of Uncertified Pools
Schedule 4 15	Schedule of Investor Indemnification Agreements
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A-1	Schedule of Serviced Loans
A-2	Schedule of Subserviced Loans
A-3	Schedule of Qualifying Loans
A-4	Schedule of Non-Qualifying But Eligible Loans
A-5	Schedule of Non-Qualifying Loans
Exhibit B	Contents of Loan Files
Exhibit C	Contents of Serviced Loan Files
Exhibit D	Contents of Subserviced Loan Files
Exhibit E	Interim Servicing Agreement
Exhibit F	Summary of Pools
Exhibit G	USAA's Officer's Certificate
Exhibit H	Transfer Instructions
Exhibit I	USAA's Limited Power of Attorney
Exhibit J	List of Subserviced Loan Documents
Exhibit K	List of Serviced Loan Documents
Exhibit L	Certification of Resolution

LIST OF SCHEDULES AND EXHIBITS

Schedule 1.43 Schedule of Private Investors

Schedule 3.7 Schedule of Litigation

Schedule 31.2 Schedule of Recourse Servicing

Schedule 4.11 Schedule of Condemnation/Forfeiture Proceedings

Schedule 4.12 Schedule of Uncertified Pools

Schedule 4.15 Schedule of Investor Indemnification Agreements

Exhibit A Schedule of Loans

A-1 Schedule of Serviced Loans

A-2 Schedule of Subserviced Loans

A-3 Schedule of Qualifying Loans

A-4 Schedule of Non-Qualifying But Eligible Loans

A-5 Schedule of Non-Qualifying Loans

Exhibit B Contents of Loan Files

Exhibit C Contents of Serviced Loan Files

Exhibit D Contents of Subserviced Loan Files

Exhibit E Interim Servicing Agreement

Exhibit F Summary of Pools

Exhibit G USAA's Officer's Certificate

Exhibit H Transfer Instructions

Exhibit I USAA's Limited Power of Attorney

Exhibit J List of Subserviced Loan Documents

Exhibit K List of Serviced Loan Documents

Exhibit L Certification of Resolution

Schedule 1.43

SCHEDULE OF PRIVATE INVESTORS

Below is list of private investors as of sale date.

FUMC Investor Number U33: USAA Life
Actual/Actual Remit Type
20th cutoff

FUMC Investor Number U34 USAA Federal Savings Bank
Actual/Actual Remit Type
20th cutoff

FUMC Investor Number U36: Residential Funding Corp
RFC Servicer Number 481
Scheduled/Scheduled Remit Type
EOM cutoff

FUMC Investor Number U40: Cenit Bank, FSB
Scheduled/Scheduled Remit Type
EOM cutoff

Schedule 3.7

SCHEDULE OF LITIGATION

As of sale date, there are two loans with pending litigation See below for status

Kugler v. Parsons		
Loan No		968230
Date Filed		09/29/2000
Parties	Plaintiff	Susan D. Kugler
	Defendants:	David M. Parsons, FUMC, Cityscape Corp
Court		Superior Court of Washington, King County
Case No		00-2-26525-5SEA
Nature		Partition Suit
Mtgr Names		Susan D. Kugler, David M. Parsons
Property Address		802 NE 79th Street, Seattle, WA 98115
Mailing Address		907 25th Avenue, Seattle, WA 98122
Status		Pleadings Open

Snow	
Loan No.	2391865
Nature	Origination/Escrow Issue - Non Litigation
Mtgr Name	Victoria A. Snow
Property Address	804 Brookhollow, Brownwood, TX 76801
Status	In process of working out loan modification

Schedule 3.12

SCHEDULE OF RECOURSE SERVICING

As of sale date, there are no loans with recourse servicing

Schedule 4.11

SCHEDULE OF CONDEMNATION/FORFEITURE PROCEEDING

As of sale date, there are no condemnations or forfeiture proceedings

Schedule 4.12

SCHEDULE OF UNCERTFIED POOLS

As of sale date, there are no uncertified pools

Schedule 4.15

SCHEDULE OF INVESTOR INDEMNIFICATION AGREEMENTS

As of sale date, there are no investor indemnification agreements.

EXHIBIT I TO SECOND ADDENDUM TO MORTGAGE PURCHASE AND SERVICING AGREEMENT

FORM OF USAA'S LIMITED POWER OF ATTORNEY

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS·

THAT _____, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF _____, AND HAVING ITS PRINCIPAL OFFICE LOCATED AT _____, IN THE CITY OF _____, STATE OF _____, HATH MADE, CONSTITUTED AND APPOINTED, AND DOES BY THESE PRESENTS MAKE, CONSTITUTE AND APPOINT GMAC MORTGAGE CORPORATION, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, ITS TRUE AND LAWFUL ATTORNEY-IN-FACT, WITH FULL POWER AND AUTHORITY HEREBY CONFERRED IN ITS NAME, PLACE AND STEAD AND FOR ITS USE AND BENEFIT, TO MAKE, SIGN, EXECUTE, ACKNOWLEDGE, DELIVER, FILE FOR RECORD, AND RECORD ANY INSTRUMENT ON ITS BEHALF AND TO PERFORM SUCH OTHER ACT OR ACTS AS MAY BE CUSTOMARILY AND REASONABLY NECESSARY AND APPROPRIATE TO EFFECTUATE THE FOLLOWING ENUMERATED TRANSACTIONS IN RESPECT OF ANY OF THE MORTGAGES OR DEEDS OF TRUST (THE "MORTGAGE" AND THE "DEED OF TRUST", RESPECTIVELY) FOR WHICH THE RELATED SERVICING RIGHTS ARE TO BE SOLD AND TRANSFERRED BY THE UNDERSIGNED TO GMAC MORTGAGE CORPORATION PURSUANT TO THE PURCHASE AND SALE AGREEMENT DATED AS OF _____, 2000 BY AND BETWEEN _____ AND GMAC MORTGAGE CORPORATION (THE "AGREEMENT")

THIS APPOINTMENT SHALL APPLY TO THE FOLLOWING ENUMERATED TRANSACTIONS ONLY:

1. THE MODIFICATION OR RE-RECORDING OF A MORTGAGE OR DEED OF TRUST, WHERE SAID MODIFICATION OR RE-RECORDING IS FOR THE PURPOSE OF CORRECTING THE MORTGAGE OR DEED OF TRUST TO CONFORM SAME TO THE ORIGINAL INTENT OF THE PARTIES THERETO OR TO CORRECT TITLE ERRORS DISCOVERED AFTER SUCH TITLE INSURANCE WAS ISSUED AND SAID MODIFICATION OR RE-RECORDING, IN EITHER INSTANCE, DOES NOT ADVERSELY AFFECT THE LIEN OF THE MORTGAGE OR DEED OF TRUST AS INSURED.

2. THE SUBORDINATION OF THE LIEN OF A MORTGAGE OR DEED OF TRUST TO AN EASEMENT IN FAVOR OF A PUBLIC UTILITY INVESTOR OR A GOVERNMENTAL AGENCY OR UNIT WITH POWERS OF EMINENT DOMAIN; THIS SECTION, SHALL INCLUDE THE EXECUTION OF PARTIAL SATISFACTION/RELEASES, PARTIAL RECONVEYANCES OR THE EXECUTION OF REQUESTS TO TRUSTEES TO ACCOMPLISH SAME.

3. WITH RESPECT TO A MORTGAGE OR DEED OF TRUST, THE FORECLOSURE, COMPLETION OF JUDICIAL OR NON-JUDICIAL FORECLOSURE OR TERMINATION, CANCELLATION OR RESCISSION OF ANY SUCH FORECLOSURE, INCLUDING, WITHOUT LIMITATION, ANY AND ALL OF THE FOLLOWING ACTS: (i) THE SUBSTITUTION OF TRUSTEE(S) SERVING UNDER A DEED OF TRUST IN ACCORDANCE WITH STATE LAW AND THE DEED OF TRUST; (ii) STATEMENTS OF BREACH OR NON-PERFORMANCE; (III) NOTICES OF DEFAULT; (iv) NOTICES OF SALES; (v) CANCELLATIONS/RESCISSIONS OF NOTICES OF DEFAULT AND/OR NOTICES OF SALE; (vi) THE TAKING OF A DEED IN LIEU OF FORECLOSURE; (vii) THE ACCEPTANCE OF A SHORT PAYOFF IN LIEU OF FORECLOSURE, AND (viii) SUCH OTHER DOCUMENTS AS MAY BE NECESSARY UNDER THE TERMS OF THE MORTGAGE, DEED OF TRUST OR STATE LAW TO EXPEDITIOUSLY COMPLETE SAID TRANSACTIONS.

4. THE CONVEYANCE OF THE PROPERTIES TO THE MORTGAGE INSURER, OR THE CLOSING OF THE TITLE TO THE PROPERTY TO BE ACQUIRED AS REAL ESTATE OWNED, OR CONVEYANCE OF TITLE TO REAL ESTATE OWNED.

5. THE COMPLETION OF LOAN ASSUMPTION AGREEMENTS

6. THE FULL SATISFACTION/RELEASE OF A MORTGAGE OR DEED OF TRUST OR FULL RECONVEYANCES UPON PAYMENT AND DISCHARGE OF ALL SUMS SECURED THEREBY INCLUDING WITHOUT LIMITATION CANCELLATION OF THE RELATED MORTGAGE NOTE

7. THE FULL ASSIGNMENT OF A MORTGAGE OR DEED OF TRUST UPON PAYMENT AND DISCHARGE OF ALL SUMS SECURED THEREBY IN CONJUNCTION WITH THE REFINANCING THEREOF, INCLUDING WITHOUT LIMITATION THE ASSIGNMENT OF THE RELATED MORTGAGE NOTE.

8 TO RECEIVE, ENDORSE, CASH OR DEPOSIT CHECKS OR OTHER ORDERS OF PAYMENT, PAYABLE TO THE ORDER OF _____, AND TO SIGN ITS NAME, PLACE AND STEAD ANY DOCUMENT WHATSOEVER NECESSARY UNDER LAW TO CARRY OUT THE TRANSACTIONS CONTEMPLATED BY THE AGREEMENT AND ONLY WITH RESPECT TO THOSE LOANS SOLD AND TRANSFERRED PURSUANT TO THE TERMS OF THE AGREEMENT.

THE UNDERSIGNED GIVES TO SAID ATTORNEY-IN-FACT FULL POWER AND AUTHORITY TO EXECUTE SUCH INSTRUMENTS AND TO DO AND PERFORM ALL AND EVERY ACT AND THING NECESSARY AND PROPER TO CARRY INTO EFFECT THE POWER OR POWERS GRANTED BY OR UNDER THIS LIMITED POWER OF ATTORNEY AS FULLY AS THE UNDERSIGNED MIGHT OR COULD DO, AND HEREBY DOES RATIFY AND CONFIRM TO ALL THAT SAID ATTORNEY-IN-FACT SHALL LAWFULLY DO OR CAUSE TO BE DONE BY AUTHORITY HEREOF.

THIRD PARTIES WITHOUT ACTUAL NOTICE MAY RELY UPON THE EXERCISE OF THE POWER GRANTED UNDER THIS LIMITED POWER OF ATTORNEY; AND MAY BE SATISFIED THAT THIS LIMITED POWER OF ATTORNEY SHALL CONTINUE IN FULL FORCE AND EFFECT AND HAS NOT BEEN REVOKED UNLESS AN INSTRUMENT OF REVOCATION HAS BEEN MADE IN WRITING BY THE UNDERSIGNED. THIS LIMITED POWER OF ATTORNEY IS GRANTED AS OF _____, 2000. ALL POWERS GRANTED HEREIN SHALL TERMINATE ON _____, 200_.

WITNESS:

_____ _____
VICE PRESIDENT

_____ _____
ASST. SECRETARY

STATE OF)
) SS

COUNTY OF)

ON _____, 2000, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE COUNTY OF _____AND STATE OF _____, PERSONALLY APPEARED _____ AND _____ PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGMENT TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AS _____ AND _____ OF _____, AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
SIGNATURE

_____
Notary's name typed or printed

My commission expires·

EXHIBIT J

SUBSERVICED LOAN DOCUMENTS

All loan documentation contained in the permanent loan file, except for documentation relating to the credit application and underwriting process.

EXHIBIT K

SERVICED LOAN DOCUMENTS

All loan documentation contained in the permanent loan file.

(a) All wiring instructions and Purchase Price information necessary to effect payment of the Purchase Price shall be provided to the appropriate party at least two Business Days prior to the date of payment.

(b) No earlier than 75 days, nor later than 120 days, after the Transfer Date, authorized representatives of the Parties shall meet at a mutually agreeable time and place, or in such other mutually agreeable manner, and shall either: (i) reconcile and finalize the sums owed one Party to the other by reason of the sale of the Rights as provided for herein by reason of adjustments to the Purchase Price caused by Buyouts from Pools, Payoff Loans and other adjustments provided for herein; or (ii) establish procedures for such reconciliation and finalization. In any event, such reconciliation and finalization shall be concluded to the satisfaction of the Parties no latter than 150 days following the Transfer Date.

(c) To the extent that GMACM should determine that any advance made by USAA and reimbursed by GMACM is non-recoverable under Applicable Requirements, GMACM may deduct the amount of such reimbursed, non-recoverable advance from any payment of the Purchase Price.

2.7 **Transfer of Escrow Deposits.**

(a) On or before the third Business Day following each Transfer Cutoff Date, USAA shall wire transfer to GMACM all Escrow Deposits related to the Escrow Accounts described in Section 1.16(ii) and (iii) (*i.e.*, T & I and Buydown accounts). Such transfer of funds shall be net of related, documented, recoverable T & I and foreclosure advances made by USAA to the extent that (i) such advances have been made in accordance with Applicable Requirements, and (ii) USAA provides GMACM with detail reasonably satisfactory to support such advances.

(b)

(1) In the event that the scheduled remittance date for the applicable Investor (hereinafter, "Investor Remittance Date") occurs four (4) or more Business Days following the Transfer Cutoff Date, USAA shall, no later than the third Business Day following the related Transfer Cutoff Date, wire transfer to GMACM all Escrow Deposits related to Escrow Accounts described in Section 1.16 (i) (*i.e.*, P & I accounts). Such transfer of funds shall be net of (A) documented P & I advances made by USAA, and (B) guaranty fees due Investor. USAA shall provide GMACM with reasonably acceptable documentation supporting the transfer of funds. Such documentation shall include a detailed accounting, according to related Transfer Date trial balances, of USAA's P & I advances, guaranty fees and remittance funds due Investor with receipt of documentation at least five (5) Business Days prior to the scheduled remittance date. Not less than one (1) Business Day prior to each Investor Remittance Date, GMACM shall wire transfer funds due the related Investor to USAA's Escrow Account,

subject to timely receipt by GMACM of such related documentation.

(2) In the event that the Investor Remittance Date occurs less than four (4) Business Days following the Transfer Cutoff Date, USAA shall, at least one (1) Business Day prior to such Investor Remittance Date, provide to GMACM a satisfactory accounting of the related delinquent P & I payments netted against the related prepaid P & I payments. The final position of the netting process will determine in each instance whether net funds are to be wire transferred from GMACM to USAA, or from USAA to GMACM. The resulting wire transfer shall be made by the appropriate party no more than one (1) Business Day following receipt by GMACM of such accounting.

(c) With respect to Loans contained in GNMA Internal Reserve Pools (as defined in the GNMA Guide), GMACM shall be obligated to reimburse USAA for prior advances of P & I only to the extent that such advances exceed the one-month P & I advance required by GNMA to be reserved for any such Loan.

2.8 Reconciliation.

No later than five (5) Business Days after each Transfer Date, USAA shall fully reconcile on a loan level basis as of the Transfer Date (i) the reports generated by USAA's computers with respect to the applicable Escrow Accounts and advances with the reports generated by USAA's electronic data processing servicing system; and (ii) the reports of USAA's electronic data processing servicer with Investor records and reports for the applicable Servicing Rights. USAA shall be responsible for any payments necessary to bring such Escrow Accounts and advances to full reconciliation.

2.9 Flood Insurance.

USAA shall assign to GMACM, at least fifteen (15) days before the Transfer Date, certified and guaranteed assignable flood insurance contracts for each applicable Serviced Loan. USAA shall pay any fees required to transfer such flood insurance contracts to GMACM. In the event that any such flood insurance contract is not presently in full force and effect, not presently assignable to GMACM, USAA agrees to obtain and assign to GMACM a flood insurance contract that is acceptable to GMACM within thirty (30) days after the Transfer Date and to pay all fees and expenses in connection therewith.

2.10 Optional Insurance.

No later than sixty (60) days before the Transfer Date, USAA shall provide GMACM with a copy of the master insurance policy for each Serviced Loan that is covered by any type of optional insurance and with respect to which USAA collects escrow payments from Mortgagors. Not later than thirty (30) days before the Transfer Date, GMACM shall notify USAA as to which such policies it will not continue to collect escrow payments, and USAA shall request the applicable insurance companies to continue the applicable insurance coverage on a direct pay basis If the insurance companies refuse to continue the optional insurance on a direct pay basis, (a) USAA represents that, subject to Applicable Requirements, all applicable insurance policies shall be canceled, and (b) USAA shall notify the applicable Mortgagors of such cancellation

2.11 Update of Schedules and Exhibits.

On the Sale Date, USAA shall deliver to GMACM addenda to all Schedules provided for hereunder, updated based on the most current information available at that time. Within five (5) Business Days following the Sale Date, USAA shall deliver to GMACM an addendum to Exhibit A, updated as of the Sale Date.

2.12 Contract Rights.

USAA hereby enforces the Contract Rights defined above in Section 1.10 of this Agreement. The Parties agree that the Contract Rights are unique rights of USAA, that remedies at law may be inadequate to protect USAA from breach of the Contract Rights by GMACM, and hereby agree that USAA may seek injunctive relief in its favor without proof of actual damages in the event of a breach of these Contract Rights by GMACM.

2.13 Servicing Obligations.

GMACM shall Service the Loans in accordance with the Applicable Requirements, the terms and conditions of this Addendum and the terms and conditions of the Agreement in general and Article 5 thereof (save and except for Section 5.6) in particular. Further, in addition to the rights and remedies otherwise set forth herein for the benefit of USAA, the rights, remedies, obligations and duties of Article 7.2 (c), 7.2 (d) and 7.2 (e) of the Agreement shall also apply to this Addendum. Also, the terms and conditions of Article 7.3 (d) and 7.3 (e) shall also apply to this addendum. The terms and conditions of Article 5, with the noted exception, and of those sections of Article 7.2 and Article 7.3 mentioned immediately above, are incorporated herein and made a part hereof as if fully set forth. In the event of a conflict in the Servicing process between this Addendum and the terms of this Agreement, the Agreement shall prevail

2.14 USAA's Name.

Subject to the Applicable Requirements, GMACM shall utilize the name of USAA in all written and verbal communications with the Mortgagor in Servicing the Loans and shall obtain the express, prior written approval of USAA for all such communications. In the case where the text of one communication is substantially identical to another used in similar circumstances and previously approved, it shall not be necessary to obtain approval of the substantially identical text.

ARTICLE III

General Representations and Warranties of USAA

As an inducement to GMACM to enter into this Addendum, USAA represents and warrants, as of the Sale Date and through and including the Transfer Date, as follows·

3.1 Organization.

USAA is a federally chartered savings bank duly organized, validly existing and in good standing under the laws of the United States of America.

3.2 Good Standing.

To the extent required by applicable law, USAA is qualified to transact business and is in good standing as a foreign corporation in all appropriate jurisdictions and to conduct all activities performed with respect to the origination and servicing of the Loans.

3.3 Validity of Addendum.

USAA has full corporate power and authority to execute this Addendum, and any applicable Related Agreement. This Addendum constitutes, and any Related Agreement, when executed and delivered, will constitute the valid and binding obligation of USAA enforceable against it in accordance with its respective terms, subject to bankruptcy laws and other similar laws of general application affecting rights of creditors and subject to the application of the rules of equity, including those respecting the availability of specific performance. The execution, delivery and performance of this Addendum and any Related Agreement by USAA, its compliance with the terms hereof and thereof and consummation of the transactions contemplated hereby and thereby (assuming receipt of the various consents required pursuant to this Addendum) have been duly authorized by the directors of USAA and such execution and delivery does not require the consent, approval or authorization of any other person, public authority or other entity, subject to obtaining the approval of the applicable Investor to the transfer of the Servicing.

3.4 No Conflict.

The execution and delivery of this Addendum and any Related Agreement by USAA and the performance of its obligations hereunder and thereunder (a) are not in violation or breach of, and will not conflict with or constitute a default under, any of the terms of the articles of incorporation or bylaws of USAA or any note, debt instrument, security agreement, lease, deed of trust or mortgage, license, franchise, permit or any other contract, agreement or commitment binding upon USAA or any of its assets or properties (including any of the Servicing Agreements) subject to obtaining the approval of the applicable Investor to the transfer of the Servicing; (b) will not result in the creation or imposition of any lien, encumbrance, equity or restriction in favor of any third party upon any of the assets or properties of USAA; and (c) will not conflict with or

violate any applicable law, rule, regulation, judgment, order or decree of any government, governmental instrumentality or court having jurisdiction over USAA or any of the assets or properties of USAA.

3.5 Compliance with Applicable Requirements; No Default.

(a) USAA has complied in all Material respects with all Applicable Requirements or, prior to the Transfer Date, will have cured any such Material non-compliance to bring it into compliance with Applicable Requirements in all material respects. USAA has done and USAA will do no act or thing which may adversely affect the Servicing. USAA has not received any notice of alleged violations of the foregoing.

(b) No event has occurred and is continuing which, under the provisions of such contracts or such other documents or agreements but for the passage of time or the giving of notice, or both, would constitute an event of default under any Servicing Agreement, and USAA has not received any notice of default or other information from any Investor that it has terminated any applicable Servicing Agreement or that it intends to do so.

(c) To the Knowledge of USAA, there exists no noncompliance by USAA with Applicable Requirements which would cause the cancellation of any insurance coverage or guaranty, as applicable, provided with respect to any Loan by any PMI company, FHA, or VA, as applicable.

3.6 Title to the Servicing and Related Escrow Accounts.

USAA is the lawful owner of the Rights, is custodian of the Escrow Accounts and has the sole right and authority to transfer the Rights as contemplated hereby. The transfer, assignment and delivery of the Rights and of the Escrow Accounts in accordance with the terms and conditions of this Addendum shall vest in GMACM all rights to Service the Loans in accordance with the terms of this Addendum and subject to the Contract Rights. Neither the Loans nor the Rights have been, and continue to be, hypothecated, assigned, or pledged as collateral by USAA for any loan or for any other purpose.

3.7 Litigation.

Except as disclosed elsewhere herein or by attachment, there is no claim, dispute, action, litigation, proceeding, investigation or inquiry, at law or in equity, currently Pending and of record involving USAA, its lending and/or servicing practices, the Servicing, the Loans or any of USAA's assets or properties before any court, agency, authority, arbitration panel or other tribunal. Additionally, there is no claim, dispute, action, litigation, proceeding, investigation or inquiry existing or Pending and of record or to the Knowledge of USAA threatened, which could, if adversely decided, have a Material adverse effect upon the condition (financial or otherwise), business, net worth, assets, properties, operations, or future prospects of USAA, or upon the Rights or any other assets being purchased by GMACM hereunder, nor, to the Knowledge of USAA, is there any basis for any such claim, dispute, action, litigation, proceeding, investigation or inquiry USAA is not subject to any order, writ, injunction or decree of any court, agency, authority, arbitration panel or other tribunal.

3.8 Disclosure of Material Facts.

The representations and warranties contained in Articles III and IV of the Addendum and in the Schedules hereto, and any other documents or information furnished to GMACM by or on behalf of USAA, including, but not limited to any offering memorandum and data tapes, do not contain any untrue statement of a Material fact or omit to state any Material fact necessary to make the statements contained herein or therein not misleading.

3.9 No Accrued Liabilities.

There are no accrued liabilities of USAA with respect to the Loans or the Rights or circumstances under which such accrued liabilities will arise against GMACM as successor to the Rights, with respect to occurrences prior to the Transfer Date

3.10 Errors and Omissions and Fidelity Bond.

USAA has in full force and effect an errors and omissions policy or policies and fidelity bond with respect to its servicing operations and a blanket bond in accordance with Investor requirements.

3.11 No Adverse Selection.

The USAA used no adverse selection procedures in selecting the Rights. Copies of each of the master commitments relating to the Servicing Agreements have been previously furnished or will be furnished to GMACM prior to the execution of this Addendum, accompanied by a transmittal letter so identifying them.

3.12 Non-Recourse Servicing.

Except as disclosed elsewhere herein or by attachment, the Servicing does not impose a Recourse Obligation on the Party providing the Servicing, and GMACM shall not be responsible to USAA or any other person for any losses sustained by Investors arising out of any foreclosure of any Property or the acquisition and subsequent holding or disposition of such Property, including without limitation third party expenses such as attorneys' fees and costs, special hazard losses (including earthquake-related losses), and restoration expenses, except to the extent that such losses are attributable to GMACM's failure to perform Servicing as required by the Servicing Agreements and/or this Addendum after the Transfer Date.

3.13 Settlement Agreement.

USAA has not entered into any Settlement Agreement with respect to class action litigation that will bind GMACM in Servicing the Loans or otherwise materially and adversely affect the Servicing.

3.14 Bulk Sales.

The consummation of the transactions contemplated by this Addendum is in the ordinary course of business of USAA, and the transfer, conveyance and assignment of the Rights to

GMACM by USAA pursuant to the Addendum are not subject to the bulk transfer or any similar statutory provisions in effect in any applicable jurisdiction.

3.15 Qualifications.

USAA is in good standing and eligible as a mortgage lender and servicer under the applicable laws, rules, regulations and procedures promulgated by each of the states in which USAA originates or services mortgage loans. USAA is an approved FNMA and FHLMC USAA/Servicer, GNMA Issuer/Servicer, RHS Servicer and VA and FHA mortgagee in good standing.

3.16 Year 2000 Compliance.

USAA and services supplied by USAA, shall be year 2000 compliant and compatible and shall function without error or fault in the processing (including, but not limited to calculating, managing, manipulating, comparing and sequencing of date and date-related data), for the years 2000 and beyond. At GMACM's request, USAA shall certify in writing its compliance with the foregoing.

ARTICLE IV

Representations and Warranties Relating to Loans

As further inducement to GMACM to enter into this Addendum, USAA represents and warrants to GMACM as of the Sale Date and through and including the Transfer Date, with respect to each Loan, or, where specified below, with respect only to each Serviced Loan, as follows:

4.1 Information.

(a) All information contained in each File, and in any Electronic Data File, with regard to Servicing activity is complete and accurate in all Material respects, and all monies received with respect to each Loan have been properly accounted for and applied. Except as may otherwise have been disclosed to GMACM, each File is complete in all Material respects with regard to Servicing activity. The same warranty as made herein for Servicing activity for all Loans is also made for the origination process of the Loan, but, in the case of the Loan origination process, such warranties apply only to the Serviced Loans. The amount of the unpaid balance for each Loan which is reflected on Exhibit A is true and correct as of the date of Exhibit A.

4.2 Origination and Sale of Loans.

(a) Each Serviced Loan has been originated and/or sold in accordance, in all Material respects, with Applicable Requirements, including without limitation, applicable state or federal laws, rules, or regulations pertaining to consumer credit, truth-in-lending and usury.

(b) As to each Serviced Loan, the selling and origination representations and warranties made to Investors under the Servicing Agreements are true and correct in all material respects as of the date made.

(c) As to each Serviced Loan, the full original principal amount of each Note listed has been advanced to the Mortgagor.

4.3 **Enforceability.**

With respect to each Serviced Loan, to best Knowledge of USAA, each Note and each Mortgage has been duly executed by the appropriate obligor and each is a valid and enforceable document, subject only to applicable antideficiency and bankruptcy statutes and to application of the rules of equity, and there are no defenses, setoffs or counterclaims against any Serviced Loan.

4.4 General Servicing of Loans.

(a) Each Loan has been Serviced in accordance in all Material respects with Applicable Requirements.

(b) USAA has not taken any action or failed to take any action which might cause the cancellation of or otherwise affect any of the insurance contracts pertaining to Servicing of a Loan (including without limitation PMI, FHA insurance or VA guaranty) or which might otherwise materially and adversely affect the Servicing. To the Knowledge of USAA, no prior servicer has taken any action or failed to take any action which might cause the cancellation of or otherwise affect any of the insurance contracts.

(c) None of the Investor Agreements contains, in light of common industry practices as of the Transfer Date, any unusual or burdensome servicing obligations with respect to the Rights.

4.5 Escrow Accounts.

(a) All Escrow Accounts are maintained in accordance with Applicable Requirements. Except as to payments which are past due under the Loan, all Escrow Account balances required by the Loan Documents and paid to USAA for the account of the Mortgagor and USAA are on deposit in the appropriate Escrow Accounts.

(b) All payments for taxes, assessments, ground rents, mortgage insurance, hazard and flood insurance or other payments made from the T & I Escrow Account have been made on a timely basis, and USAA has paid, or caused to be paid, to the Mortgagor interest on Escrow Deposits only to the extent such payment is required by Applicable Requirements. USAA shall have properly conducted, or caused to be conducted, an escrow analysis for each Loan within the twelve (12) month period immediately preceding the Transfer Date. Except as otherwise disclosed to GMACM, all books and records with respect to each Loan shall be in good condition and shall have been adjusted to reflect properly the results of the escrow analysis.

(c) With respect to any Loan for which a negative escrow balance existed prior to the Sale Date, USAA has performed, or caused to be performed, an escrow analysis on such Loan for the purpose of correcting the negative escrow balance, and has adjusted the related monthly escrow payment on USAA's servicing system as a result of such analysis.

(d) Where applicable, USAA has notified each Mortgagor, in accordance with Applicable Requirements, as to any payment adjustments which resulted from an escrow analysis.

USAA shall provide GMACM with copies of any notices and analyses prepared in accordance with the terms of this Addendum.

(e) Every Escrow Account established with respect to a Buydown Loan has been fully funded by USAA, and not discounted to present value or otherwise.

4.6 No Modifications.

Except with respect to partial releases, actions required by a divorce decree, assumptions, or as otherwise permitted under Applicable Requirements, (a) the terms of each Note and Mortgage have not been modified by USAA, (b) no party thereto has been released in whole or in part by USAA and (c) no part of the Property has been released by USAA.

4.7 Mortgage Insurance.

As required by the applicable Investor, the Serviced Loans are validly insured by mortgage insurance, and all premiums or other charges due in connection with such insurance have been paid.

To the best Knowledge of USAA, each Serviced Loan which is represented by USAA to be guaranteed by the VA is fully guaranteed under the provisions of Chapter 37 of Title 38 of the United States Code and backed by an individual certificate of eligibility with full initial entitlement. As to each mortgage insurance or guaranty certificate, all applicable provisions of the insurance or guaranty contract and federal statutes and regulations have been satisfied, all premiums or other charges due in connection with such insurance or guaranty have been paid, to the Knowledge of USAA there has been no act or omission which would or may invalidate any such insurance or guaranty with respect to GMACM, and the insurance or guaranty is, or when issued, will be, in full force and effect with respect to each Serviced Loan. There are no defenses, counterclaims, or rights of set-off against GMACM affecting the validity or enforceability of any mortgage insurance or guaranty with respect to a Serviced Loan.

4.8 Hazard Insurance.

With respect to the Serviced Loans, to the best Knowledge of USAA, there is in force with respect to each Property a hazard insurance policy that provides, at a minimum, for fire and extended coverage in an amount which is the lesser of (i) the outstanding principal balance of the Loan or (ii) the full insurable value of improvements, but in no event less than the amount required under Applicable Requirements. If required by the Flood Disaster Protection Act of 1973, as amended, or by the Investor, each Property related to a Serviced Loan is and will be covered by a flood insurance policy in an amount not less than the lesser of (i) the outstanding principal balance of the applicable Serviced Loan, or (ii) the maximum amount of insurance that is available under the Flood Disaster Protection Act of 1973, as amended.

4.9 Condition of Mortgaged Property; Casualties.

(a) With regard to each Serviced Loan, to the best Knowledge of USAA, there exists no damage to any Property from fire, windstorm, earthquake, other casualty, environmental hazard, or any other circumstances or conditions that would cause the related Serviced Loan to become delinquent or otherwise materially and adversely affect the value or marketability of such Serviced

Loan or related Property. Notwithstanding anything to the contrary contained in this Section, to the extent that timely repairs are presently being undertaken utilizing casualty insurance proceeds pursuant to an insurance claim which is being timely processed with the insurance company, such repairs shall not constitute a breach of this warranty *provided, however,* that upon completion of such repairs, the collateral value of the repaired Property shall not be diminished materially from its value prior to such casualty loss.

(b) With regard to each Serviced Loan, to the best Knowledge of USAA, there are (i) no uninsured casualty losses and (ii) no insured casualty losses relating to any Property where coinsurance has been, or USAA has reason to believe it will be, claimed by the insurance company or where the loss, exclusive of contents, is greater than the net recovery from the fire insurance carrier. Casualty insurance proceeds paid with respect to such Serviced Loan have been used either to reduce the Serviced Loan balance or for the purpose of making repairs to the Property. Unless such insurance proceeds have been used to reduce the Serviced Loan balance, all damage with respect to which casualty insurance proceeds have been received by or through USAA has been properly repaired or is in the process of being repaired with such proceeds.

(c) With regard to each Serviced Loan, to the best Knowledge of USAA, neither USAA nor any prior servicer is or has engaged in any activity that involves or involved the generation, use, manufacture, treatment, transportation, storage in tanks or otherwise, or disposal of Hazardous Material on or from any Property and no presence, release, threatened release, discharge, spillage or migration of Hazardous Material in violation of existing Applicable Requirements, is occurring or has occurred on or from any such Property.

4.10 **Lien Priority; Title Insurance.**

To the best Knowledge of USAA, as required by Applicable Requirements, a title policy or attorney's opinion as to title, as the case may be, has been issued and is currently in effect for each Loan insuring that the related Mortgage is a valid first lien on the Property which has not been modified, and that such Property is free and clear of all encumbrances and liens having priority over the first lien of the Mortgage, except for liens for real estate taxes and special assessments not yet due and payable and except for easements and restrictions of record identified in such title policy.

4.11 **Condemnation; Forfeiture.**

Except as disclosed elsewhere herein or by attachment, to the best Knowledge of USAA, no Property has been or will be subject to an action seeking condemnation or forfeiture of such Property

4.12 **Custodial Files.**

Except as disclosed elsewhere herein, the Custodial Files for each Loan will contain, upon transfer of the Rights to GMACM, all items required by applicable Investor regulations for the certification of each and every Pool, and each and every Pool will be in compliance with all applicable Investor requirements and guidelines. Except as disclosed elsewhere herein, all Pools have been certified in accordance with, and the securities backed by such Pools are issued on uniform documents promulgated in, the applicable Investor Guide without any material deviation therefrom. All Pools shall be, when transferred to GMACM, eligible for recertification by

Custodian, and USAA will be responsible for cure of any deficiencies necessary for recertification. All Pool balances have been reconciled. The principal balances outstanding and owing on the Loans in each Pool equal or exceed the amounts owing to the security holders of each Pool. It is understood that any deficiencies in the Pool certifications will be cured at the sole cost and responsibility of the USAA and in the time frame required under applicable Investor guidelines for such cure

4.13 **FHLMC Notes.**

Subject to Applicable Requirements, original FHLMC Notes are held by FHLMC.

4.14 **Exception Loans.**

With regard to each Serviced Loan, to the best Knowledge of USAA, no such Serviced Loan possesses any of the following characteristics: (a) an FHA loan, (b) insured under Section 203K, 235, 245 or 265 of the National Housing Act, (c) subject to a bi-weekly payment plan, (d) secured by manufactured housing that is not affixed to a permanent structure, (e) a reverse mortgage loan or home equity line of credit, (f) a graduated payment loan that is still in the adjustment period of loan, (g) a housing authority loan, (h) an RHS loan, (i) a GNMA "Targeted Lending Initiative" (reduced guaranty fee) loan, (j) an adjustable rate mortgage loan, (k) a balloon loan, (l) a second mortgage loan, (m) originated under the FNMA Timely Payment Reward Program, (n) originated under the National Housing Affiliate Network and SOS Program, Inc., (o) an Alternative A or subprime quality loan, (p) an A minus credit quality loan, (q) "high cost" mortgage loan under Section 32 of the Truth-In-Lending Act as amended by the Home Ownership and Equity Protection Act or any similar state law, (r) contains a premium or penalty for early prepayment in full, (s) subprime or alternative mortgage or home equity line of credit, (t) finances any single-premium credit insurance coverage, (u) provides for negative amortization, (v) contains a mandatory arbitration clause, (w) refinanced a pre-existing loan more than once within the past year, (x) provides for increased interest rate in the event of default, (y) loan-to-value ratio exceeds one hundred percent (100%) or (z) contained in a GNMA Internal Pool (as described in the GNMA Guide).

4.15 **Investor Repurchase and Indemnification.**

Except as disclosed elsewhere herein, no Serviced Loan is subject to (a) a pending or potential request (including initial inquiries) for either repurchase or indemnification by an Investor; (b) an Investor indemnification agreement, and/or (c) an Investor determination of Significant Underwriting Deficiency.

4.16 **Fraud.**

With regard to each Serviced Loan, to the best Knowledge of USAA, no fraudulent action, error, omission, misrepresentation, negligence, or similar occurrence with respect to such Serviced Loan has taken place on the part of any person, including without limitation USAA, the lender originating the Loan, any mortgage broker, the Mortgagor, any appraiser, any builder or developer or any other party involved in (a) the origination of the Serviced Loan or (b) the application of any insurance proceeds with respect to a Serviced Loan, Property or REO Property.

4.17 Soldiers and Sailors.

USAA has not received notice from any Mortgagor or other party with respect to a Loan of a request for relief pursuant to or invoking any of the provisions of the Soldiers and Sailors Relief Act of 1940 or any similar law which would have the effect of suspending or reducing the Mortgagor's payment obligations under a Loan or which would prevent such loan from going into foreclosure

ARTICLE V
Representations and Warranties of GMACM

As an inducement to USAA to enter into this Addendum, GMACM represents and warrants, as of the Sale Date, and through and including the Transfer Date, as follows:

5.1 Organization.

GMACM is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania.

5.2 Good Standing.

To the extent required by applicable law, GMACM is qualified to transact business and is in good standing as a foreign corporation in all appropriate jurisdictions and to conduct all activities to be performed with respect to the Servicing of the Loans.

5.3 Validity of Addendum.

GMACM has full corporate power and authority to execute this Addendum and any applicable Related Agreement. This Addendum constitutes, and any Related Agreement, when executed and delivered, will constitute the valid and binding obligation of GMACM enforceable against it in accordance with its terms, subject to bankruptcy laws and other similar laws of general application affecting rights of creditors and subject to the application of the rules of equity, including those respecting the availability of specific performance. The execution, delivery and performance of this Addendum and any applicable Related Agreement by GMACM, its compliance with the terms hereof and thereof and consummation of the transactions contemplated hereby and thereby (assuming receipt of the various consents required pursuant to this Addendum) have been duly authorized by the directors of GMACM.

5.4 No Conflict.

The execution and delivery of this Addendum and any applicable Related Agreement by GMACM and the performance of its obligations hereunder and thereunder (a) are not in violation or breach of, and will not conflict with or constitute a default under, any of the terms of the articles of incorporation or bylaws of GMACM or any note, debt instrument, security agreement, lease, deed of trust or mortgage, license, franchise, permit or any other contract, agreement or commitment binding upon GMACM or any of its assets or properties subject to obtaining the

approval of the applicable Investor to the transfer of the Servicing; (b) will not result in the creation or imposition of any lien, encumbrance, equity or restriction in favor of any third party upon any of the assets or properties of GMACM; and (c) will not conflict with or violate any applicable law, rule, regulation, judgment, order or decree of any government, governmental instrumentality or court having jurisdiction over GMACM or any of the assets or properties of GMACM.

5.5 **Qualifications.**

GMACM is in good standing and eligible as a mortgage lender and servicer under the applicable laws, rules, regulations and procedures promulgated by each of the states in which GMACM originates or services mortgage loans. GMACM is an approved FNMA and FHLMC Seller/Servicer, GNMA Issuer/Servicer, RHS Servicer and VA and FHA mortgagee in good standing.

ARTICLE VI
Approvals

6.1 **USAA's Obligations.**

(a) USAA shall request and shall do all things appropriate to secure the approval of the Investors to transfer the Servicing Rights, together with all Custodial Files and Escrow Accounts to GMACM.

(b) USAA shall satisfy all applicable Investor requirements to transfer effectively the Rights from USAA to GMACM and pay and bear any and all fees imposed by Investors to effect the transfer, including, but not limited to, the transfer fee.

(c) USAA will file for the period through and including the Transfer Cutoff Date all required reports including but not limited to reports to all governmental agencies having jurisdiction over the Servicing (including without limitation FHA and VA) and all appropriate PMI companies.

6.2 **GMACM's Obligations.**

GMACM shall cooperate with and assist USAA in obtaining the approval of the Investors, and shall provide all financial and other information typically required by the Investors for approval of a transfer of Servicing.

ARTICLE VII

Conditions Precedent to Obligations of GMACM

The obligations of GMACM hereunder shall be subject to satisfaction of each of the following conditions, except as GMACM may waive the same in writing in accordance with Section 12.4 of this Addendum:

7.1 FNMA/FHLMC/GNMA Approvals.

(a) Delivery by USAA to GMACM of written approval from each of FNMA, FHLMC and GNMA for the transfer of the Servicing Rights from USAA to GMACM prior to the related Transfer Date;

(b) USAA shall have obtained verbal approval from each of FNMA, FHLMC and GNMA for such transfer of Servicing Rights no later than fifteen (15) days prior to the related Transfer Date; and

(c) Acceptance by GMACM of any and all conditions or restrictions which may be imposed by FNMA, FHLMC and/or GNMA on the sale and assignment of Servicing Rights by USAA to GMACM.

7.2 Private Investor Approvals.

Each Private Investor for which Servicing Rights are to be transferred from USAA to GMACM (or its designee of such Private Investor) shall have executed, no later than fifteen (15) days prior to the related Transfer Date, either an Assignment, Assumption and Consent to Transfer of Servicing Rights or a Servicing agreement with GMACM, in a form acceptable to GMACM Notwithstanding anything to the contrary contained in this Addendum, non-satisfaction of the condition stated in this Section shall result in exclusion from the sale and transfer of the affected Private Investor Servicing, but shall not, by itself, constitute grounds for termination of the Addendum.

7.3 Certifications.

As of the Transfer Date, each Pool, the Servicing Rights to which are to be transferred to GMACM shall have been certified and shall be recertifiable by Custodian in accordance with all applicable Investor requirements and procedures. USAA shall provide GMACM with copies of such custodial certifications.

7.4 Representations.

The representations and warranties made by USAA in this Addendum are true and correct in all material respects and shall continue to be true and correct in all material respects on the Sale Date and the Transfer Date.

7.5 **Compliance with this Addendum.**

All of the terms, covenants, and conditions of this Addendum (including the Transfer Instructions), and of the Interim Servicing Agreement, required to be complied with and performed by USAA at or prior to the Transfer Date shall have been duly complied with and performed in all material respects

7.6 **Interest Paid.**

As of the Transfer Date, USAA shall have paid interest on Escrow Accounts for the period ending on the Transfer Cutoff Date, to the extent required by Applicable Requirements, and shall have paid any interest shortfall between the amount of interest collected and the amount of interest required to be remitted to security holders, including without limitation interest payable on pay-offs and curtailments.

7.7 **Additional Documentation.**

GMACM and USAA shall have approved and accepted any and all documentation which may be reasonably required to effectuate intent of this Addendum.

7.8 **Documentation and Files; Compliance.**

Unless otherwise having been disclosed to GMACM, then, without in any way limiting the representations, warranties, indemnifications, and other covenants of USAA under this Addendum. GMACM shall have determined that:

(a) the books, records and accounts of USAA with respect to the Rights are in order pursuant to Applicable Requirements, and the information provided to GMACM in connection with the Servicing is true and correct;

(b) the terms of any bond and/or Private Investor Servicing Agreements are acceptable to GMACM; and

(c) any pending class action litigation against USAA, and any settlement or consent decree entered into by USAA with respect to class action litigation, will not have a material adverse effect on the Servicing.

7.9 **Corporate Resolution.**

A Secretary's Certificate of each Party, together with a corporate resolution approving the execution and delivery of this Addendum and the consummation of the transactions contemplated hereby, in form and substance acceptable to each Party, shall be delivered to the other Party no later than the Sale Date

7.10 **Intentionally Omitted.**

7.11 **Intentionally Omitted.**

7.12 Officer's Certificate.

An Officer's Certificate of a senior officer of each Party in the form attached as Exhibit G to this Addendum, shall be delivered to the other Party no later than the Sale Date.

7.13 Material Adverse Change.

There shall have been no Material adverse change in the condition (financial or otherwise), business, net worth, assets (including without limitation the Servicing, the Escrow Accounts or the Loans), properties, operations or future prospects of USAA, and there shall not have been any occurrence circumstance or combination thereof, whether arising heretofore or thereafter, including litigation pending or threatened, which might reasonably result in any such Material adverse change before or after the Sale Date.

7.14 No Litigation.

There shall (a) have been no order, decree or ruling issued or any other action taken by any court of competent jurisdiction or other governmental authority, which has become final and nonappealable, restraining, enjoining or otherwise prohibiting the transactions to be consummated hereunder; and/or (b) be no litigation or proceeding pending against either Party, which if decided adversely to such Party would Materially and adversely affect the Servicing or the Loans and which, in the judgment of GMACM, would make the consummation of the transaction to be consummated hereunder inadvisable. There shall be no governmental investigation or inquiry pending or threatened which, in the judgment of either Party, might lead to or result in any litigation or proceeding of the nature referred to in the foregoing sentence.

7.15 Bulk Sales.

USAA shall have complied in all material respects with the bulk transfer or any similar statutory provisions in effect in any applicable jurisdiction, and all related waiting periods shall have expired without the receipt of any notices of claims.

7.16 Fundamental Changes.

Prior to the Sale Date, there shall have been no public announcement of any sale, merger, acquisition, consolidation or change of control affecting USAA and/or substantially all of the assets of either Party.

7.17 Limited Power of Attorney.

A Limited Power of Attorney executed by USAA, in the form attached as Exhibit I to this Addendum, shall be delivered to GMACM no later than the Sale Date.

7.18 Non-satisfaction of Condition.

In the event any of the foregoing conditions have not been satisfied on or before the Sale Date, then, upon GMACM giving of notice to USAA of such failure, USAA shall have an

additional period of time not to exceed ninety (90) days from but not including the date of receipt of GMACM's notice in which to satisfy the subject condition. Should USAA fail to satisfy the subject condition within this extended period of time, GMACM may, upon written notice to USAA, terminate this Addendum. Upon such a termination, USAA shall promptly refund, by wire transfer of immediately available funds, any portion of the Purchase Price or any other amount paid by GMACM to USAA hereunder together with interest calculated at the Interest Rate. Such interest shall cover the period commencing with the Business Day of USAA's receipt of the payments and ending the Business Day prior to GMACM's receipt of the refund. Notwithstanding any such termination of the Addendum, if the nonsatisfaction of the conditions of sale contained in this Section is the fault of either Party, the other Party shall be entitled to obtain reimbursement of all actual losses, costs, or expenses incurred as a result of such failure, including, without limitation, such non-defaulting Party's expenses incurred in the performance of its due diligence review and in compliance with this Addendum.

ARTICLE VIII

Conditions Precedent to Obligations of USAA

The obligations of USAA hereunder shall be subject to satisfaction of each of the following conditions, except as USAA may waive the same in writing in accordance with Section 11.6 of the Addendum.

8.1 <u>FNMA/FHLMC/GNMA Approvals.</u>

(a) Delivery by USAA to GMACM of written approval from each of FNMA, FHLMC and GNMA for the transfer of the Servicing Rights from USAA to GMACM prior to the related Transfer Date;

(b) USAA shall have obtained verbal approval from each of FNMA, FHLMC and GNMA for such transfer of Servicing Rights no later than fifteen (15) days prior to the related Transfer Date; and

(c) Acceptance by USAA of any and all conditions or restrictions which may be imposed by FNMA, FHLMC and/or GNMA on the sale and assignment of Servicing Rights by USAA to GMACM.

8.2 <u>Private Investor Approvals.</u>

Each Private Investor for which Servicing Rights are to be transferred from USAA to GMACM (or the designee of such Private Investor) shall have executed, no later than fifteen (15) days prior to the related Transfer Date, either an Assignment, Assumption and Consent to Transfer of Servicing Rights or a Servicing Agreement with GMACM, in a form acceptable to GMACM. Notwithstanding anything to the contrary contained in this Addendum, non-satisfaction of the condition stated in this Section 8.2 shall result in exclusion from the sale and transfer of the affected Private Investor Servicing, but shall not, by itself, constitute grounds for termination of the Addendum.

8.3 Representations.

The representations and warranties made by GMACM in this Addendum are true and correct in all Material respects and shall continue to be true and correct in all material respects on the Sale Date and the Transfer Date.

8.4 Compliance with this Addendum.

All of the terms, covenants, and conditions of this Addendum, (including the Transfer Instructions), required to be complied with and performed by GMACM at or prior to the Transfer Date shall have been duly complied with and performed in all Material respects

8.5 Additional Documentation.

GMACM and USAA shall have approved and accepted any and all documentation which may be reasonably required to effectuate the sale and assignment of the Rights to GMACM and the intent of this Addendum.

8.6 Corporate Resolution.

A Secretary's Certificate of GMACM, together with a corporate resolution approving the execution and delivery of this Addendum and the consummation of the transactions contemplated hereby, in form and substance acceptable to USAA, shall be delivered to USAA no later than the Sale Date.

8.7 No Litigation.

There shall have been no order, decree or ruling issued or any other action taken by any court of competent jurisdiction or other governmental authority, which has become final and nonappealable, restraining, enjoining or otherwise prohibiting the transactions to be consummated hereunder.

ARTICLE IX
Covenants

9.1 Mutual Cooperation.

To the extent possible, each of the Parties hereto shall cooperate and assist the other, as requested, in carrying out the other's covenants, agreements, duties and responsibilities under this Addendum, and in connection therewith, shall from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such additional instruments, assignments, endorsements, papers, documents and instruments as may be necessary and

appropriate to further express the intention, or to facilitate the performance, of this Addendum during the term hereof. The Parties agree to use commercially reasonable efforts to effectuate the transfer of Rights contemplated herein in accordance with MBA-approved industry standards for servicing transfers, and with Investor requirements for the transfer of servicing.

9.2 **Assignments.**

USAA shall take such actions as may be necessary to transfer all its right, title, and interest in and to the Rights to GMACM, including but not limited to assigning the Mortgages securing the Loans to GMACM in accordance with the specifications of the Transfer Instructions, procuring recorded intervening assignments of Mortgages from prior servicers or third party originators to USAA, or other transfer documents, as needed, preparing, filing and recording all assignments of Mortgages from USAA to GMACM as required, preparing and executing all assignments of Mortgages from GMACM to Investor, in recordable form, on GMACM's behalf as required, and properly endorsing the Notes to GMACM without recourse.

9.3 **Transfer Costs.**

USAA shall pay all costs associated with the transfer of the Rights to GMACM, including without limitation, (a) costs of securing Investor approval, and of any transfer fees due Investors; (b) Custodian fees through the Transfer Date; (c) costs related to compliance with Section 9.2 above; (d) costs of transfer of each Custodial File to Custodian (excluding GMACM's custodial fees); (e) any cost associated with USAA's obligation for providing, on a quarterly or mutually other agreed upon basis, all information necessary to discharge a mortgage lien upon payoff or liquidation; (f) any costs associated with the USAA's obligation to complete the automated transfer of Rights to GMACM, including but not limited to USAA's data processing costs with respect to preparation of the Electronic Data File and conversion of Files (including tax and insurance information) to GMACM's data processing system; (g) costs associated with the shipment and delivery of Files and information to GMACM pursuant to the Transfer Instructions, and (h) costs associated with preparation and submission by USAA of transfer notifications to hazard/flood carriers, PMI carriers, Pool insurers, borrowers (excluding GMACM's "Hello" letters), tax authorities, tax service companies, HUD, FHA, RECD and VA. USAA shall bear the risk of loss or damage to Files and/or Custodian Files until receipt of such files by GMACM or Custodian, as applicable.

9.4 **Tax Service Contracts.**

USAA shall provide fully paid, life of loan, freely transferable tax service contracts from Transamerica or First American with respect to all Loans the Rights to which are transferred to GMACM, and shall comply with those provisions of the Transfer Instructions pertaining to tax service contracts.

9.5 **Form 1099, Form 1098-USAA's Obligation.**

USAA shall mail, on or before the date required by law, IRS Form No. 1099 to all parties entitled to receive interest on Escrow Accounts for all periods ending on or before the Transfer Cutoff Date, where applicable, as well as IRS Form No. 1098 to each Mortgagor for all periods ending on or before the Transfer Cutoff Date. USAA will file all required reporting with the IRS,

including without limitation IRS Form No. 1041 and IRS Form K-1 where applicable, on or before the date required by law for all periods ending on or before the Transfer Cutoff Date. Upon GMACM's request, USAA shall provide GMACM with copies of all forms filed under this section with respect to Loans the Rights to which are being transferred.

9.6 **Form 1099, Form 1098-GMACM's Obligation.**

GMACM shall mail, on or before the date required by law, IRS Form No. 1099 to all parties entitled to receive interest on Escrow Accounts for all periods after the Transfer Cutoff Date, where applicable, as well as IRS Form No. 1098 to each Mortgagor for all periods after the Transfer Cutoff Date. GMACM shall file all required reporting with the IRS, including without limitation IRS Form No. 1041 and IRS Form K-1 where applicable, on or before the date required by law. for all periods after the Transfer Cutoff Date.

9.7 **Reimbursement of Costs and Expenses.**

USAA shall reimburse GMACM for its reasonable costs and expenses incurred which are necessary (a) to bring the Servicing into compliance with the Transfer Instructions or applicable Investor specifications, and/or (b) to resolve servicing issues arising prior to the Transfer Date. In addition, in the event that any advance reimbursed to USAA pursuant to Section 2.4 is subsequently determined to be non-recoverable under Applicable Requirements, USAA shall reimburse GMACM in the amount of such advance.

9.8 **Payment of Interest.**

USAA shall be responsible through the Transfer Cutoff Date for (a) payment of any interest on Escrow Accounts, to the extent required by law, and for posting such payments to individual Mortgagors' accounts, and (b) payment of any interest shortfall between the amount of interest collected and the amount of interest required to be remitted to Investors, including without limitation interest payable on pay-offs and curtailments, where applicable. In the event that GMACM determines that USAA has paid interest on Escrow Accounts in jurisdictions where such payment is not required by law, or exceeds any payment required by law, GMACM shall have the right to adjust the Purchase Price accordingly.

9.9 **Post-transfer Payments.**

All monies received by USAA after the Transfer Date relating to the Loans and the Escrow Accounts shall be promptly turned over to GMACM for distribution in accordance with the respective Servicing Agreements and until so remitted shall be held in trust for GMACM and segregated from all other assets of USAA.

9.10 **Retention of Documents; Post-transfer Support.**

Subsequent to the Transfer Date, USAA will provide for GMACM, upon request, history ledgers, canceled checks, vouchers, bills and other pertinent documents in its possession or under its control to assist GMACM in disputes with outside agencies (*e.g.*, taxing authorities, PMI companies, hazard insurance companies, etc.). USAA shall provide such documentation within ten (10) Business Days of written request by GMACM. Following the Transfer Date, USAA shall

make available servicing personnel qualified to assist GMACM in the resolution of post-transfer issues. In addition, USAA shall dedicate sufficient personnel to complete recertification of Pools subject to Applicable Requirements.

9.11 FHLMC Quality Control Program.

USAA covenants and agrees that within five (5) Business Days after the Transfer Date, USAA shall provide GMACM with all records in USAA's possession or under its control concerning any quality control findings, along with documentation of any corrective action taken, reported to FHLMC for any Loans included in the transfer which were originated within three (3) years prior to the Transfer Date. This requirement is pursuant to Sections 48.1-48.10 of the FHLMC USAA's and Servicers' Guide (the "Guide"), as amended from time to time.

9.12 Bulk Transfer Laws Compliance.

As and if applicable, USAA shall comply with all requirements of applicable laws relating to the transfer of assets in bulk, including the Uniform Commercial Code-Bulk Transfers and any similar statutory provisions in effect in any applicable jurisdiction, and shall provide any and all notices which may be required to ensure that the transfer of the Rights to GMACM hereunder is not subject to any defect by reason of non-compliance with any such requirements.

9.13 Public Announcement.

The timing and content of any press release or other public announcement relating to the transactions contemplated by this Addendum shall be subject to the approval of USAA and GMACM.

9.14 Certain Notifications.

Each party shall promptly notify the other in writing of the occurrence of any event which will or could reasonably be expected to result in the failure to satisfy any of the conditions to the obligations of such other party specified in Article VII or VIII of the Addendum, as the case may be, of the Addendum.

ARTICLE X
Indemnification and Remedies

10.1 Indemnification by USAA.

USAA will and hereby does indemnify and hold GMACM and any Affiliate of GMACM and their respective officers, directors and employees harmless from and against any and all Losses:

(a) Resulting from or arising out of any breach of any representation and/or warranty of USAA contained in this Addendum, in any Related Agreement, or in any exhibit, schedule, statement or certificate furnished by USAA pursuant to this Addendum. USAA shall indemnify GMACM as set forth in this Section 10.1 for breaches of representations and warranties regardless of any qualifications as to materiality or the Knowledge of USAA concerning

the truth or accuracy of such representations and warranties when made. USAA's indemnity includes Losses arising out of or resulting from any acts or omissions or practices concerning the administration of escrow accounts and ARM Loans;

(b) Resulting from or arising out of the breach of any covenant or obligation (including without limitation those contained in the Transfer Instructions) of USAA contained in this Addendum or in any Related Agreement,

(c) Resulting from or arising out of any Defect in any Serviced Loan existing as of the Sale Date or Transfer Date (including those Defects subsequently discovered), or as a result of any act or omission of USAA prior thereto;

(d) Resulting from or arising out of any litigation pending or threatened against GMACM arising out of events occurring on or prior to the Transfer Date in connection with the USAA's actions or practices with respect to the origination and/or servicing of any Loan; or

(e) Resulting from or arising out of receipt of a VA No-Bid Instruction with respect to a Loan within one year following the Sale Date, *provided, however*, that in the event that any VA Loan shall be thirty (30) days or more delinquent on the one-year anniversary of the Sale Date, USAA's indemnification obligation under this Section shall be extended for an additional year solely with respect to such delinquent VA Mortgage Loan Notwithstanding anything to the contrary contained in this section, upon notification of VA's intent to No-Bid a Loan within the applicable timeframe, GMACM shall buy down the principal balance of such Loan in an amount necessary to avoid the VA No-Bid. USAA shall reimburse GMACM for the amount of such VA buy-down within five (5) Business Days following its receipt of notice of the buy-down from GMACM.

10.2 Repurchase; GMACM's Remedies.

(a) If, at the Transfer Date, or subsequent thereto but prior to recertification by the Custodian, there is a Defect in any Loan or Pool which constitutes a breach of the representations and warranties made in Section 4.12 of the Addendum (a "Certification Defect"), USAA shall use its reasonable best efforts to cure, to GMACM's or Investor's satisfaction, such Certification Defect as soon as reasonably practicable, but not later than one hundred eighty (180) days from its receipt of notice of the existence thereof, or such shorter period as may be required under Applicable Requirements, such cure period subject to extension by consent of the GMACM, which consent shall not unreasonably be withheld. USAA agrees to notify GMACM as soon as is reasonably practicable if such Certification Defect is not curable. If the Certification Defect is not cured by the applicable recertification deadline, GMACM shall have the remedies set forth in this Article X including without limitation rights of repurchase (at the Repurchase Price) and indemnification, provided, however, any amounts to be paid to GMACM by USAA by way of a Repurchase Price or indemnification shall first be satisfied by GMACM out of the retained amount referred to in Section 2.5 (b) (4) of this Addendum. After the depletion of the retained amount, all further sums owed by reason of a repurchase or indemnification shall be paid directly by USAA. In addition, in the event that any Investor should, as a result of an uncured Certification Defect, require that GMACM post a letter of credit or performance bond with respect to the related Pool, GMACM may, at its option, require that USAA post such letter of credit or performance bond, at USAA's cost and in a form acceptable to Investor, on GMACM's behalf.

(b) Notwithstanding anything to the contrary contained hereinabove, in the event of (i) a PMI denial or rescission of coverage, (ii) an Investor repurchase or make-whole request, (iii) an Investor determination of Significant Underwriting Deficiency with respect to a Loan or (iv) there exists a basis to demand indemnification under Section 10.1 that Materially and adversely affects the value or marketability of the related Loan or Rights, which in each case arises out of results from the origination, delivery or servicing of the Loan prior to the Transfer Date, GMACM shall use commercially reasonable efforts to provide USAA with written notice of such denial, rescission, request or determination within ten (10) Business Days following GMACM's receipt of such notice. USAA shall have an opportunity to cure the defect or condition giving rise to such denial, rescission, request or determination and/or negotiate with the applicable Investor or PMI carrier for a cure period to be calculated as the lesser of sixty (60) days from USAA's receipt of such notice, or such lesser period as may be required by the applicable Investor or PMI carrier. If, upon expiration of any applicable cure period, such defect or condition has not been cured, then USAA shall, at GMACM's option, (i) repurchase the related Rights for the Repurchase Price, or, in the case of an Investor make-whole request, pay to GMACM the Repurchase Price, (ii) subject to Investor consent, repurchase the Rights pertaining to the related Loan(s) at a price to be calculated as the product of the Purchase Price Percentage and the then-outstanding unpaid principal balance of such Loan plus an administrative fee in the amount of Five Hundred Dollars ($500.00), or (iii) in the case of a Significant Underwriting Deficiency, agree to provide the remedy described in subsection (i) above upon demand by GMACM at such future time as GMACM may, in its sole discretion, elect. Notwithstanding anything to the contrary contained in this section, any failure by GMACM to provide timely notice to USAA of any such denial, rescission, request or determination

affecting a Loan shall not in any event be construed to limit remedies available to GMACM under Section 10.1 of the Addendum.

(c) USAA shall, within thirty (30) Business Days of repurchase of the Rights under sub-section (a) or (b) above, either (i) assume Servicing responsibilities and request GMACM to accept (which acceptance shall not be unreasonably withheld) subservicing responsibilities or (ii) provide for transfer of Servicing with respect to such repurchased Loan or REO Property to a fully qualified and approved servicer In the event of repurchase, GMACM shall, upon receipt of the Repurchase Price, assign and deliver the related Loan Documents to USAA If USAA fails to repurchase the Rights at the time and in the manner provided in this Section. GMACM shall have all other rights and remedies provided in this Addendum or by law or equity.

(d) In the event that USAA should fail to make any payment to GMACM required to be made pursuant to this Article X within thirty (30) days following demand therefor, or within such other timeframe as may be specified under the applicable provisions of Section 10.1 or Section 10.2, interest shall accrue on such payment, to be compounded daily at the Interest Rate plus 200 basis points, from the date of demand (or, in the case of repurchase, the date on which repurchase funds are due Investor) until such payment is received by GMACM.

10.3 No Effect of Knowledge.

The obligations of USAA under this Addendum for the breach of any representation or warranty made by USAA hereunder shall not be affected in any manner or to any extent by any knowledge obtained by (or which could have been obtained by) GMACM prior to the Transfer Date, whether in the course of GMACM's due diligence activities or otherwise

10.4 Indemnification by GMACM.

GMACM will and hereby does indemnify and hold USAA harmless from and against any and all Losses:

(a) Resulting from or arising out of any breach of any representation and/or warranty of GMACM contained in this Addendum, in any Related Agreement, or in any exhibit, schedule, statement or certificate furnished by GMACM pursuant to this Addendum; or

(b) Resulting from or arising out of the breach of any covenant or obligation of GMACM contained in this Addendum or in any Related Agreement; *provided*, however, that GMACM shall not be obligated to so indemnify USAA to the extent that such payments are attributable to a breach by USAA of any representation, warranty or covenant made by USAA contained in this Addendum

10.5 Notice of Claim.

If any action is brought against any person entitled to indemnification pursuant to Section 10 1 or Section 10.4 (a "Claimant") in respect of a claim under Section 10.1 or Section 10.4, as applicable (an "Indemnifiable Claim"), the Claimant shall promptly notify GMACM or USAA, as the case may be, in writing of the institution of such action (but the failure so to notify shall not relieve USAA or GMACM, as the case may be (the "Indemnifying Party") from any liability the

Indemnifying Party may have except to the extent such failure materially prejudices the Indemnifying Party). With the prior written consent of the Claimant, the Indemnifying Party may assume and direct the defense of such action, including the employment of counsel, and all fees, costs and expenses incurred in connection with defending or settling the Indemnifiable Claim shall be borne solely by the Indemnifying Party, *provided*, however, that the Indemnifying Party shall not compromise any claim without the prior written consent of the Claimant, which consent shall not be unreasonably withheld, provided, further that notwithstanding the foregoing, the Indemnifying Party may assume the defense or prosecution of any such claim, suit, demand or proceeding, at the cost of the Indemnifying Party, if it reasonably believes that such assumption is necessary or appropriate to assure that its right or ability to Service a material portion of the Loans or its method of doing business or its authority and approvals to service or its reputation, goodwill, financing condition or business are not materially impaired. Notwithstanding a request by the Indemnifying Party to assume the defense of such action or proceeding, the Claimant shall have the right to employ separate counsel and to participate in the defense of such action or proceeding, and the Indemnifying Party shall bear the reasonable fees, costs and expenses of such separate counsel (and shall pay such fees, costs and expenses at least quarterly).

10.6 Limitation of Liability.

In no event will either GMACM or USAA be liable to the other party to this Addendum for incidental or consequential damages, including, without limitation, loss of business opportunity, regardless of the form of action whether in contract, tort or otherwise.

10.7 Right of Offset.

In the event an Indemnifying Party is required to indemnify or make payments to any Claimant under any provision of this Addendum or any Related Agreement, in addition to any other right available to the Claimant hereunder, at law or in equity, the Claimant shall be entitled to offset the amount of such required indemnity or any claim from any and all amounts owed by any Claimant, or any affiliate of a Claimant, to any Indemnifying Party or any affiliate of any Indemnifying Party, hereunder or otherwise.

ARTICLE 11: TERMINATION

With regard to the rights, duties, obligations, responsibilities and remedies of the Parties as they relate to the Servicing of the Loans and the Rights, the terms, conditions, covenant, representations and warranties of Article 8 of the Agreement shall apply and such Article, and all terms and conditions thereof, is incorporated herein and made a part hereof as if fully set forth

ARTICLE XII

Miscellaneous

12.1 Costs and Expenses.

Except as otherwise provided herein, each Party shall be responsible for its accounting, legal and related costs and expenses incurred with respect to the transfer of Servicing, including without limitation costs and expenses incurred in compliance with the provisions of Section 7.18 or 8.8 hereof, as the case may be, whether or not the transaction contemplated by this Addendum is consummated

12.2 Confidentiality.

All information which is not public knowledge (including without limitation Mortgagor or customer information of any kind, proprietary business procedures, servicing fees or prices, policies or business plans) disclosed heretofore or hereafter by any party to any other party (including its attorneys, accountants or other representatives) in connection with the transaction contemplated by this Addendum (including the existence of this Addendum and the terms hereof) shall be kept confidential by the other party and shall not be used by such other party other than for use as herein contemplated, except to the extent (a) it is or hereafter becomes public knowledge or becomes lawfully obtainable from other sources, (b) such other party is compelled to disclose such information by judicial or administrative process or, in the opinion of its counsel, by other requirements of law, or (c) such duty as to confidentiality and non-use is waived by such disclosing party. In the event of termination of this Addendum, each party shall exercise all reasonable efforts to return, upon request, to the other party, all documents and reproductions thereof received from such other party that include information not within the exceptions contained in the first sentence of this Section 11.2. Further, the Parties agree that this Agreement shall be subject to the terms and conditions of any confidentiality agreement already executed and in effect by and between the Parties

The confidentiality provisions of the Agreement, and the obligations, duties and responsibilities imposed thereby, as well as well as the rights and remedies granted thereby, are incorporated herein and made a part hereof and are applicable to this Addendum.

12.3 Survival.

Except as otherwise provided herein, the representations and warranties, covenants and agreements contained in or made pursuant to this Addendum (including without limitation the rights of indemnification and other remedies provided herein), and in any document delivered or to be delivered pursuant hereto, shall survive the execution hereof, the Sale Date and the Transfer Date. No representation or warranty contained herein shall be deemed to have been waived, affected or impaired by any investigation made by or knowledge of a party of this Addendum.

12.4 Notices.

Any notice or other communication required or which may be given hereunder shall be in writing and either delivered personally to the addressee, telegraphed or faxed to the addressee or mailed, certified or registered mail, postage prepaid, and shall be deemed given when so delivered

personally, telegraphed or by confirmed facsimile transmission, or if mailed, two days after the date of mailing, as follows:

(a) If to the GMACM, to:

GMAC Mortgage Corporation
100 Witmer Road
Horsham, PA 19044-0963
Attention: Chief Financial Officer
Fax: (215) 682-1467

with copies to

General Counsel
GMAC Mortgage Corporation
100 Witmer Road
Horsham, PA 19044-0963
Fax: (215) 682-1467

and

GMAC Mortgage Corporation
3451 Hammond Avenue
Waterloo, IA 50702
Attention: General Manager
Fax: (319) 236-5175

GMAC Mortgage Corporation
401 West 24th Street
National City, CA 91950
Attention: Servicing Manager
Fax: (619) 470-5619

(b) If to USAA, to:

USAA Federal Savings Bank
10750 McDermott Freeway
San Antonio, Texas 78288
Attention: Senior Vice President - Operations

or to such other address as GMACM or USAA shall have specified in writing to the other.

12.5 Governing Law.

This Addendum shall be governed by the laws of the State of Texas applicable to agreements made and to be performed entirely within such state.

12.6 Jurisdiction and Venue.

GMACM and USAA mutually agree that any legal cause of action arising out of a dispute concerning this Addendum or the enforceability of any part thereof shall be subject to the jurisdiction of the United States District Court in and for the Southern District of Texas.

12.7 Entire Addendum.

This Addendum (including the Exhibits, Schedules and certifications hereto, all of which are incorporated herein by reference) and any Related Agreement contain the entire agreement between the parties with respect to the transactions contemplated hereby, and supersede all prior agreements and understandings relating to the subject matter of the Addendum. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THIS ADDENDUM REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AS TO THE SUBJECT MATTER OF THE ADDENDUM, AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES; AND THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

12.8 Waivers and Amendments.

This Addendum may be amended, modified, superseded, canceled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege hereunder, nor any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

12.9 Third Party Beneficiaries.

This Addendum is intended for the benefit of the parties hereto only. There shall be no third party beneficiaries hereof.

12.10 Construction.

In construing the words of this Addendum, all pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural as the identify of the person or persons may require. The words "herein", "hereof", and other similar compounds of the word "here" shall mean and refer to this entire Addendum, not to any particular provision, section, or subsection of it. This Addendum constitutes a negotiated document. In case of any alleged ambiguity in any term of this Addendum, such term shall not be construed in favor of or against either party by reason of the participation of such party or its attorneys in the negotiation or drafting of this Addendum.

12.11 Headings.

The headings in this Addendum are for reference purposes only and shall not in any way affect the meaning or interpretation of this Addendum.

12.12 Counterparts.

This Addendum may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument

12.13 Attorneys' Fees.

If any action of law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Addendum, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the other party. Such fees may be set by the Court in the trial of such action or may be enforced in a separate action brought for that purpose. Such fees shall be in addition to any other relief that may be awarded

12.14 Binding Effect.

This Addendum shall inure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns. Nothing in this Addendum, express or implied, is intended to confer on any person other than the parties hereto and their successors and permitted assigns, any rights, obligations, remedies or liabilities.

12.15 No Assignment.

This Addendum is not assignable except by operation of law, except that GMACM may assign its rights or obligations under this Addendum to any affiliate of GMACM provided that GMACM shall continue to be bound by this Addendum.

12.16 Location of Closing.

On the Sale Date, the closing of this transaction shall take place at the respective offices of GMACM and USAA via facsimile transmission between GMACM and USAA Original signed documents shall be exchanged between the two parties by overnight courier.

12.17 Severability of Provisions. If any one or more of the covenants, agreements, provisions or terms of this Addendum shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Addendum and shall in no way affect the validity or enforceability of the other provisions of this Addendum.

IN WITNESS WHEREOF, each of the undersigned parties to this Second Addendum to Mortgage Purchase and Servicing Agreement has caused this Second Addendum to Mortgage Purchase and Servicing Agreement to be duly executed in its corporate name by one of its duly authorized officers, all as of the date first above written.

ATTEST:

GMAC MORTGAGE CORPORATION

By: _____

Its: _____

ATTEST:

25May01

USAA FEDERAL SAVINGS BANK

By: _____

Its: Authorized Signatory

May 25, 2001

LIST OF SCHEDULES AND EXHIBITS

Schedule 1.43	Schedule of Private Investors
Schedule 3.7	Schedule of Litigation
Schedule 3.12	Schedule of Recourse Servicing
Schedule 4.11	Schedule of Condemnation/Forfeiture Proceedings
Schedule 4.12	Schedule of Uncertified Pools
Schedule 4.15	Schedule of Investor Indemnification Agreements
Exhibit A	Schedule of Loans
A-1	Schedule of Serviced Loans
A-2	Schedule of Subserviced Loans
A-3	Schedule of Qualifying Loans
A-4	Schedule of Non-Qualifying But Eligible Loans
A-5	Schedule of Non-Qualifying Loans
Exhibit B	Contents of Loan Files
Exhibit C	Contents of Serviced Loan Files
Exhibit D	Contents of Subserviced Loan Files
Exhibit E	Interim Servicing Agreement
Exhibit F	Summary of Pools
Exhibit G	USAA's Officer's Certificate
Exhibit H	Transfer Instructions
Exhibit I	USAA's Limited Power of Attorney
Exhibit J	List of Subserviced Loan Documents
Exhibit K	List of Serviced Loan Documents
Exhibit L	Certification of Resolution

LIST OF SCHEDULES AND EXHIBITS

Schedule 1.43 Schedule of Private Investors

Schedule 3.7 Schedule of Litigation

Schedule 31.2 Schedule of Recourse Servicing

Schedule 4.11 Schedule of Condemnation/Forfeiture Proceedings

Schedule 4.12 Schedule of Uncertified Pools

Schedule 4.15 Schedule of Investor Indemnification Agreements

Exhibit A Schedule of Loans

A-1 Schedule of Serviced Loans

A-2 Schedule of Subserviced Loans

A-3 Schedule of Qualifying Loans

A-4 Schedule of Non-Qualifying But Eligible Loans

A-5 Schedule of Non-Qualifying Loans

Exhibit B Contents of Loan Files

Exhibit C Contents of Serviced Loan Files

Exhibit D Contents of Subserviced Loan Files

Exhibit E Interim Servicing Agreement

Exhibit F Summary of Pools

Exhibit G USAA's Officer's Certificate

Exhibit H Transfer Instructions

Exhibit I USAA's Limited Power of Attorney

Exhibit J List of Subserviced Loan Documents

Exhibit K List of Serviced Loan Documents

Exhibit L Certification of Resolution

Schedule 1.43

SCHEDULE OF PRIVATE INVESTORS

Below is list of private investors as of sale date

FUMC Investor Number U33 USAA Life
Actual/Actual Remit Type
20th cutoff

FUMC Investor Number U34 USAA Federal Savings Bank
Actual/Actual Remit Type
20th cutoff

FUMC Investor Number U36: Residential Funding Corp
RFC Servicer Number 481
Scheduled/Scheduled Remit Type
EOM cutoff

FUMC Investor Number U40: Cenit Bank, FSB
Scheduled/Scheduled Remit Type
EOM cutoff

Schedule 3.7

SCHEDULE OF LITIGATION

As of sale date, there are two loans with pending litigation See below for status

Kugler v. Parsons		
Loan No		968230
Date Filed		09/29/2000
Parties	Plaintiff.	Susan D. Kugler
	Defendants:	David M. Parsons, FUMC, Cityscape Corp.
Court		Superior Court of Washington, King County
Case No.		00-2-26525-5SEA
Nature		Partition Suit
Mtgr Names		Susan D. Kugler, David M. Parsons
Property Address		802 NE 79th Street, Seattle, WA 98115
Mailing Address		907 25th Avenue, Seattle, WA 98122
Status		Pleadings Open

Snow	
Loan No.	2391865
Nature	Origination/Escrow Issue - Non Litigation
Mtgr Name	Victoria A. Snow
Property Address	804 Brookhollow, Brownwood, TX 76801
Status	In process of working out loan modification

Schedule 3.12

SCHEDULE OF RECOURSE SERVICING

As of sale date, there are no loans with recourse servicing.

Schedule 4.11

SCHEDULE OF CONDEMNATION/FORFEITURE PROCEEDING

As of sale date, there are no condemnations or forfeiture proceedings

Schedule 4.12

SCHEDULE OF UNCERTFIED POOLS

As of sale date, there are no uncertified pools

Schedule 4.15

SCHEDULE OF INVESTOR INDEMNIFICATION AGREEMENTS

As of sale date, there are no investor indemnification agreements.

EXHIBIT I TO SECOND ADDENDUM TO MORTGAGE PURCHASE AND SERVICING AGREEMENT

FORM OF USAA'S LIMITED POWER OF ATTORNEY

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS

THAT _____, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF _____, AND HAVING ITS PRINCIPAL OFFICE LOCATED AT _____, IN THE CITY OF _____, STATE OF _____, HATH MADE, CONSTITUTED AND APPOINTED, AND DOES BY THESE PRESENTS MAKE, CONSTITUTE AND APPOINT GMAC MORTGAGE CORPORATION, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, ITS TRUE AND LAWFUL ATTORNEY-IN-FACT, WITH FULL POWER AND AUTHORITY HEREBY CONFERRED IN ITS NAME, PLACE AND STEAD AND FOR ITS USE AND BENEFIT, TO MAKE, SIGN, EXECUTE, ACKNOWLEDGE, DELIVER, FILE FOR RECORD, AND RECORD ANY INSTRUMENT ON ITS BEHALF AND TO PERFORM SUCH OTHER ACT OR ACTS AS MAY BE CUSTOMARILY AND REASONABLY NECESSARY AND APPROPRIATE TO EFFECTUATE THE FOLLOWING ENUMERATED TRANSACTIONS IN RESPECT OF ANY OF THE MORTGAGES OR DEEDS OF TRUST (THE "MORTGAGE" AND THE "DEED OF TRUST", RESPECTIVELY) FOR WHICH THE RELATED SERVICING RIGHTS ARE TO BE SOLD AND TRANSFERRED BY THE UNDERSIGNED TO GMAC MORTGAGE CORPORATION PURSUANT TO THE PURCHASE AND SALE AGREEMENT DATED AS OF _____, 2000 BY AND BETWEEN _____ AND GMAC MORTGAGE CORPORATION (THE "AGREEMENT")

THIS APPOINTMENT SHALL APPLY TO THE FOLLOWING ENUMERATED TRANSACTIONS ONLY:

1. THE MODIFICATION OR RE-RECORDING OF A MORTGAGE OR DEED OF TRUST, WHERE SAID MODIFICATION OR RE-RECORDING IS FOR THE PURPOSE OF CORRECTING THE MORTGAGE OR DEED OF TRUST TO CONFORM SAME TO THE ORIGINAL INTENT OF THE PARTIES THERETO OR TO CORRECT TITLE ERRORS DISCOVERED AFTER SUCH TITLE INSURANCE WAS ISSUED AND SAID MODIFICATION OR RE-RECORDING, IN EITHER INSTANCE, DOES NOT ADVERSELY AFFECT THE LIEN OF THE MORTGAGE OR DEED OF TRUST AS INSURED.

2. THE SUBORDINATION OF THE LIEN OF A MORTGAGE OR DEED OF TRUST TO AN EASEMENT IN FAVOR OF A PUBLIC UTILITY INVESTOR OR A GOVERNMENTAL AGENCY OR UNIT WITH POWERS OF EMINENT DOMAIN; THIS SECTION, SHALL INCLUDE THE EXECUTION OF PARTIAL SATISFACTION/RELEASES, PARTIAL RECONVEYANCES OR THE EXECUTION OF REQUESTS TO TRUSTEES TO ACCOMPLISH SAME.

3. WITH RESPECT TO A MORTGAGE OR DEED OF TRUST, THE FORECLOSURE, COMPLETION OF JUDICIAL OR NON-JUDICIAL FORECLOSURE OR TERMINATION, CANCELLATION OR RESCISSION OF ANY SUCH FORECLOSURE, INCLUDING, WITHOUT LIMITATION, ANY AND ALL OF THE FOLLOWING ACTS: (i) THE SUBSTITUTION OF TRUSTEE(S) SERVING UNDER A DEED OF TRUST IN ACCORDANCE WITH STATE LAW AND THE DEED OF TRUST; (ii) STATEMENTS OF BREACH OR NON-PERFORMANCE; (III) NOTICES OF DEFAULT; (iv) NOTICES OF SALES; (v) CANCELLATIONS/RESCISSIONS OF NOTICES OF DEFAULT AND/OR NOTICES OF SALE; (vi) THE TAKING OF A DEED IN LIEU OF FORECLOSURE; (vii) THE ACCEPTANCE OF A SHORT PAYOFF IN LIEU OF FORECLOSURE, AND (viii) SUCH OTHER DOCUMENTS AS MAY BE NECESSARY UNDER THE TERMS OF THE MORTGAGE, DEED OF TRUST OR STATE LAW TO EXPEDITIOUSLY COMPLETE SAID TRANSACTIONS.

4. THE CONVEYANCE OF THE PROPERTIES TO THE MORTGAGE INSURER, OR THE CLOSING OF THE TITLE TO THE PROPERTY TO BE ACQUIRED AS REAL ESTATE OWNED, OR CONVEYANCE OF TITLE TO REAL ESTATE OWNED.

5 THE COMPLETION OF LOAN ASSUMPTION AGREEMENTS

6. THE FULL SATISFACTION/RELEASE OF A MORTGAGE OR DEED OF TRUST OR FULL RECONVEYANCES UPON PAYMENT AND DISCHARGE OF ALL SUMS SECURED THEREBY INCLUDING WITHOUT LIMITATION CANCELLATION OF THE RELATED MORTGAGE NOTE.

7. THE FULL ASSIGNMENT OF A MORTGAGE OR DEED OF TRUST UPON PAYMENT AND DISCHARGE OF ALL SUMS SECURED THEREBY IN CONJUNCTION WITH THE REFINANCING THEREOF, INCLUDING WITHOUT LIMITATION THE ASSIGNMENT OF THE RELATED MORTGAGE NOTE.

8. TO RECEIVE, ENDORSE, CASH OR DEPOSIT CHECKS OR OTHER ORDERS OF PAYMENT, PAYABLE TO THE ORDER OF _____, AND TO SIGN ITS NAME, PLACE AND STEAD ANY DOCUMENT WHATSOEVER NECESSARY UNDER LAW TO CARRY OUT THE TRANSACTIONS CONTEMPLATED BY THE AGREEMENT AND ONLY WITH RESPECT TO THOSE LOANS SOLD AND TRANSFERRED PURSUANT TO THE TERMS OF THE AGREEMENT.

THE UNDERSIGNED GIVES TO SAID ATTORNEY-IN-FACT FULL POWER AND AUTHORITY TO EXECUTE SUCH INSTRUMENTS AND TO DO AND PERFORM ALL AND EVERY ACT AND THING NECESSARY AND PROPER TO CARRY INTO EFFECT THE POWER OR POWERS GRANTED BY OR UNDER THIS LIMITED POWER OF ATTORNEY AS FULLY AS THE UNDERSIGNED MIGHT OR COULD DO, AND HEREBY DOES RATIFY AND CONFIRM TO ALL THAT SAID ATTORNEY-IN-FACT SHALL LAWFULLY DO OR CAUSE TO BE DONE BY AUTHORITY HEREOF.

THIRD PARTIES WITHOUT ACTUAL NOTICE MAY RELY UPON THE EXERCISE OF THE POWER GRANTED UNDER THIS LIMITED POWER OF ATTORNEY; AND MAY BE SATISFIED THAT THIS LIMITED POWER OF ATTORNEY SHALL CONTINUE IN FULL FORCE AND EFFECT AND HAS NOT BEEN REVOKED UNLESS AN INSTRUMENT OF REVOCATION HAS BEEN MADE IN WRITING BY THE UNDERSIGNED. THIS LIMITED POWER OF ATTORNEY IS GRANTED AS OF _____, 2000. ALL POWERS GRANTED HEREIN SHALL TERMINATE ON _____, 200_.

WITNESS:

_____ _____
VICE PRESIDENT

_____ _____
ASST. SECRETARY

STATE OF)
) SS

COUNTY OF)

ON _____, 2000, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE COUNTY OF _____AND STATE OF _____, PERSONALLY APPEARED _____ AND _____ PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGMENT TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AS _____ AND _____ OF _____, AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT

WITNESS MY HAND AND OFFICIAL SEAL.

_____
SIGNATURE

_____
Notary's name typed or printed

My commission expires

EXHIBIT J

SUBSERVICED LOAN DOCUMENTS

All loan documentation contained in the permanent loan file, except for documentation relating to the credit application and underwriting process.

EXHIBIT K

SERVICED LOAN DOCUMENTS

All loan documentation contained in the permanent loan file.

USAA MASTER CONTRACT NUMBER 1000979-000
USAA AMENDMENT NUMBER 1000979-005

USAA

AMENDMENT #3 TO MORTGAGE PURCHASING AND SERVICING AGREEMENT

THIS AMENDMENT #3 (the "Amendment"), entered as of October 4, 2005, modifies the MORTAGE PURCHASING AND SERVICING AGREEMENT (the "Agreement"), executed on January 18, 2000, USAA Contract Number 1000979, by and between GMAC MORTGAGE CORPORATION ("GMACM") and USAA FEDERAL SAVINGS BANK ("USAA").

Whereas, USAA requires that all Servicing under Agreement (other than government claims processing) must be performed within the continental United States, and; Whereas, GMACM agrees to provide services in accordance with this requirement.

Now, therefore, with both parties intending to be legally bound, the Agreement is amended as follows:

1. GMACM agrees that by 15 October 2005 all services and processes under Agreement, other than government claims processing, will be performed onshore within the continental United States of America and will continue to be performed onshore within the continental United States of America throughout the term of the Agreement. GMACM agrees that ACH set-up processing and payoff processing will be brought onshore by the above mentioned date and will remain onshore for the remainder of the Agreement.

2. Furthermore, GMACM agrees that the requirements specified above are material to the Agreement and any breach of this provision shall constitute an Event of Default pursuant to subpart (b) of the definition of "Event of Default" in the Agreement.

3. Except as provided herein, the Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, this Amendment has been duly executed by authorized representatives of the Parties hereto.

USAA FEDERAL SAVINGS BANK

By: [signature]

Name: [illegible]

Title: Leif P. Wilson
Contract Advisor
United Services Automobile Assn.

Date: 10/10/05

GMAC MORTGAGE CORPORATION

By: [signature]

Name: Wesley B Howard

Title: Vice President

Date: October 4, 2005

SAT HO OPSVCW - UNIT 08557 – IMO TEAM I

Attn JoAnn Perrin or Esther Balderas

Please file for this contract using:

1. Supplier: **GMAC Mortgage Corporation**

2. Contract Number: **1000979-007**

3. ***NDA's (Non-Disclosure/Confidentiality Agreements) Only***:

NDA Supplier Name: _____

Project Name: _____

"General" or "Specific Project Name"

NDA Issue Month/Year: _____

4. ***RFP RESPONSES ONLY***:

Successful Proposal_____ Unsuccessful Proposal_____

RFP Supplier name: _____

(Successful RFP standard retention is same as contract document –7yrs, Unsuccessful RFP retention is 1 yr)

Contract Number: _____

Destroy Original RFP Response After Scan? YES_____ NO_____

5. ____ **Confidential Image: If checked, image to "Special Contracts"**

6. **Please Retain for** 7 **Years***

7. **Destruction date is:** January 18, 2022

File Media: **Scan X Destroy X**

From (Circle One):

CoSA Contracting ***IT Contracting***

File Retention Schedule

LEG1510 – Affiliation Agreements, ACT + 10 – *Affiliation egreements with industry organizations / associations (e g AAIS, NCCI, ISO, etc) and related correspondence and documents*

LEG1520 – Agency Agreements, ACT + 10 – *Agreements with independent agents*

LEG1530 – Confidentiality / Nondisclosure, ACT + 6 – *Contracts requiring the parties to keep information or knowledge confidential*

LEG1540 – Contract Employment and Termination, ACT + 7 – *Agreements governing contractual employment agreements and termination of same*

LEG1544 – Intellectual Property, ACT + 6 – *Contracts and egreements for the purchase or sale of business intellectual property*

LEG1550 – IT Licensing ACT + 6 – *License agreements for information technology*

LEG1560 – Personal Property, ACT + 6 – *Contracts for the purchase, sale or lease of business personal property, such as motor vehicles and equipment*

LEG1580 – Reinsurance, ACT + 10 – *Contracts between insurance companies to provide reinsurance*

LEG1590 – Services, ACT + 6 – *Contracts for the provision of services by third parties*

LEG1591 – Vendor Agreements, ACT + 7 – *Agreements with 3rd party vendors to provide services to USAA members and employees*

LEG2000 – Contracts Management, SUP + 6 – *Records of contract management activities including contract management databases*

BOP6020 – Purchasing Package, 7 – *Official audit record of the purchasing transaction, including documents/data such as requisitions, RFP s, bids, evaluations, purchase orders, awards, bills of lading, invoices and adjustments*

BOP6040 – Requisitions and P O 's, 7 – *Informational copies of requisitions, purchase orders, and master purchase agreements maintained by departments*

BOP6060 – Declined Proposals, 6 – *Purchasing proposals, bids, or quotes not accepted by USAA*

Angelita C Aronce, ext 8-1595
Procurement Specialist, 10/19/2007

Version Date 07/01/2005

Amendment Coordination/Approval Form

Statement of Requirement (Purpose of Contract/Intended Outcome/Description of Services)

The purpose of this Assignment and Assumption agreement is to transfer GMACM's loan purchasing and servicing services to its affiliate GMAC Bank

Recommendation/Comments

Recommend approval

Amendment/Contract Information

Amendment Information	Parent Contract Information
Amendment Effective Date 9/1/2007 Amendment Risk: Low Risk Driver Dollars Amendment Value: $0 00 Requestor Name: Linda Lewis Approver Name: Karen Mawyer Approver Title Executive Director	Contract Risk. Major Contract Master Agreement No Amount Type: Expense Sharing Data with a Third Party: ➢ Member Info (GLB) Yes ➢ Health Info (HIPAA) No BPMP: No Single/Sole Source No Requestor Name: N/A Approver Name: Mark Wright Approver Title: President/CEO Division FSB Sub-Division: AP
Contract Information Supplier Name. GMAC MORTGAGE CORPORATION Contract Number 1000979 Amendment Number: 7 Template. SVC TMP-SERVICES AGREEMENT Contract Value w/Amendment $37,510,000,000 00 Contract Start Date: 1/18/2000 Contract End Date w/Amendment 1/18/2015 Contract Manager Mary Toepperwein Initials. ymt Major Deal Advisor. N/A Performance Evaluator. Linda Lewis Lead Days Renew 90	

Major Deal: No
Supplier Financial Risk N/A
Contract Signature Execution Authority Mary Toepperwein, Contract Analyst

Coordination Information

Coordination Started 08/15/2007 Coordination Due 08/15/2007

Name and Title	Initials	Date	Concur		
			Yes	w/Chgs	No
Karen Mawyer, Ex Dir Secondary Marketing	email	08/15/2007	☒	☐	☐
Ron DiGiacomo, SVP General Cnsl - FSB	email	08/15/2007	☒	☐	☐
			☐	☐	☐
			☐	☐	☐
			☐	☐	☐
			☐	☐	☐

USAA Contract Number 1000979-007

August 14, 2007

USAA Federal Savings Bank
10750 McDermott Freeway
San Antonio, Texas 78288

RE Mortgage Purchasing and Servicing Agreement, as amended, dated January 18, 2000 (the "Mortgage Purchasing and Servicing Agreement"), between GMAC Mortgage Corporation, now known as GMAC Mortgage, LLC ("GMACM") and USAA Federal Savings Bank ("USAA"), as amended and supplemented by Addendum to Mortgage Purchase and Servicing Agreement entered into in March 2000, Second Addendum to Mortgage Purchase and Servicing Agreement dated as of May 25, 2001, Amendment to Mortgage Purchasing and Servicing Agreement entered into as of July 11, 2003, Addendum to Mortgage Purchasing and Servicing Agreement entered into as of July 11, 2003, Amendment #2 to Mortgage Purchasing and Servicing Agreement entered into as of June 28, 2004, Amendment #3 to Mortgage Purchasing and Servicing Agreement entered into as of October 4, 2005 (the "Related Documents")

Ladies and Gentlemen

GMACM will transfer portions of its loan purchasing business and portions of its servicing business to its affiliate, GMAC Bank, an industrial bank ("GMACB"), on or about September 1, 2007 (the date upon which such transfer is actually made, the "Transfer Date") GMACB will thereafter operate portions of the loan purchasing and portions of the servicing business on its own behalf and also in its capacity as a delivery agent for GMACM

The parties hereby agree as follows

1 Consent to Assignment and Assumption

A USAA hereby consents to the transfer, grant, conveyance and assignment by GMACM to GMACB of all of GMACM's right, title and interest in, to and under the Purchasing and Servicing Agreement and the Related Documents

B. USAA further consents to the assumption by GMACB of all of the duties, obligations, undertakings and liabilities of GMACM to be performed on and after the Transfer Date, under or with respect to the Purchasing and Servicing Agreement and Related Documents

C GMACM hereby advises USAA that GMACM will remain solely responsible for the fulfillment of all commitments made and effective prior to the Transfer Date With respect to such commitments, GMACB shall act solely in its capacity as the delivery agent of GMACM

D USAA agrees that GMACB may perform all of its servicing obligations under the Purchasing and Servicing Agreement through GMACM GMACB agrees to assure the quality of any subcontracted services and agrees to be, and shall be, solely responsible for all expenses incurred and contractual relationships with GMACM GMACB shall cause GMACM to be appropriately bound to comply with the provisions of the Purchasing and Servicing Agreement and the Related Documents GMACB agrees to be, and shall be, responsible to USAA for any additional costs or liabilities to USAA incurred in connection with or arising from GMACM's actions or failures to act or any failure to appropriately bind GMACM

2 Amendments to Purchasing and Servicing Agreement and the Related Documents USAA hereby agrees that on and after the Transfer Date, the following provisions contained in the Purchasing and Servicing Agreement and the Related Documents shall be amended as follows

A The purchaser and servicer shall no longer be GMAC Mortgage Corporation Instead, the purchaser and servicer shall be GMAC Bank, an industrial bank, acting in its own behalf and also as delivery agent for GMACM with respect to commitments made and effective prior to the Transfer Date

B Wherever the provisions of the Purchasing and Servicing Agreement and/or the Related Documents require or permit the giving of notice to GMACM, the following addresses shall be substituted for the address of GMACM

To GMAC Bank
6985 Union Park Center, Suite 435
Midvale, UT 84087
Attn Chief Financial Officer

With copies to GMAC Bank
4 Walnut Grove Drive
Horsham, PA 19044
Attn· Executive Vice President – Mortgage Operations

and

GMAC Bank
100 Witmer Road
Horsham, PA 19044
Attn Assistant General Counsel

3 GMACB Agreement GMACB agrees that its assumption of duties, obligations, undertakings and liabilities as contemplated by 1B as of the Transfer Date shall constitute a ratification and affirmation to USAA of all of the terms of the Purchasing and Servicing Agreement and the Related Documents, including, without limitation, the representations, warranties and covenants contained therein

4 No Release The assignment and assumption contemplated hereunder shall not operate to release GMACM from its obligations of confidentiality to USAA or from the restrictions imposed on GMACM by USAA's Contract Rights or from the restrictions on solicitation of Mortgagors imposed by the Mortgage Purchasing and Servicing Agreement

5 Successors and Assigns The parties' agreements hereunder shall be binding upon, and inure to the benefit of, the parties successors and permitted assigns

6 Contingent Effectiveness USAA acknowledges and agrees that the provisions of this Letter Agreement shall be void and of no force or effect unless and until the Purchasing and Servicing Agreement and the Related Documents have been assigned to and assumed by GMACB GMACB shall notify USAA that the transactions have been consummated by telephone, e-mail, or in writing

Please confirm your acceptance of these terms by executing the acknowledgement set forth below

Sincerely,

GMAC BANK

Name ROBERT E. GROOSY
Title CHIEF MORTGAGE ACCOUNTANT

GMAC MORTGAGE, LLC

Name SANDY BLITZER
Title· VICE PRESIDENT

AGREED AND ACKNOWLEDGED as of this 15th day of Aug, 2007

USAA FEDERAL SAVINGS BANK

Mary Toepperwein

Name Mary Toepperwein
Contract Analyst
USAA CoSA Contractin

Title Authorized Signatory

USAA 9800 Fredericksburg Road San Antonio TX 78288

Fax

To: Connie Miller

Fax: 866-325-9948

From: Mary Toepperwein

Fax: 210-498-1207

Phone: 210-498-3975

Re: Signed USAA Amendment

Date: 04/08/08

Number of pages, including this cover page: 3

(_) Urgent (_) For Review (_) Comment (_) Reply

- **Comments**

USAA

USAA CONTRACT NUMBER: 1000979-000
USAA AMENDMENT NUMBER 1000979-008

AMENDMENT #5 TO MORTGAGE PURCHASING AND SERVICING AGREEMENT

THIS FIFTH AMENDMENT (the "Amendment"), entered as of March 10, 2008, modifies the MORTGAGE PURCHASING AND SERVICING AGREEMENT (the "Agreement"), executed on January 18, 2000, USAA Contract Control Number 1000979-000, by and between GMAC BANK ("GMACB") and UNITED SERVICES AUTOMOBILE ASSOCIATION ("USAA").

RECITALS

USAA and GMACB agree to amend the weekly average call answer rate from 85% to 80% on Schedule C.

NOW THEREFORE, in consideration of the mutual agreements and covenants herein, USAA and GMACB agree as follows.

1. All capitalized terms in this Amendment have the same meaning as in the Agreement.

2. Schedule C, Service Level Objectives is hereby deleted in its entirety and replaced with the attached revised Schedule C.

3. Except as provided herein, the Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, this Amendment has been duly executed by authorized representatives of the Parties hereto.

UNITED SERVICES AUTOMOBILE ASSOCIATION

By: Mary Toepperwein

Name: Mary Toepperwein

Title: ~~Contract Analyst~~ USAA CoSA Contracting

Date. 3/26/08

GMAC BANK

By. [signature]

Name: Matthew J. Detwiler

Title: VP

Date. 3/26/08

USAA CONTRACT NUMBER. 1000979-000
USAA AMENDMENT NUMBER: 1000979-008

SCHEDULE C

SERVICE LEVEL OBJECTIVES

1. GMACB shall maintain a weekly average call answer rate of 80% based upon the following calculations:

$$\frac{\text{Total calls answered within 30 seconds}}{\text{Total calls offered} - \text{calls abandoned within 30 seconds}}$$

2. GMACB shall be open to transact business and receive calls on Business Days from 7.30 a.m. until 7:00 p.m. for servicing business and from 7:30 a.m. until 6.00 p.m. for Mortgage Loan pricing and purchasing business

GMACB shall provide to USAA a weekly SLO report reflecting the results of the above SLOs

USAA CONTRACT CONTROL NUMBER: 1000979
USAA AMENDMENT CONTROL NUMBER·010

AMENDMENT TO MORTGAGE PURCHASING AND SERVICING AGREEMENT

THIS AMENDMENT (the "Amendment"), entered as of June 12, 2009 by and between USAA Federal Savings Bank ("USAA") and ALLY BANK, formerly known as GMAC Bank ("ALLY"), modifies the MORTGAGE PURCHASING AND SERVICING AGREEMENT executed on January 18, 2000, USAA Contract Control Number 1000979, by and between GMAC MORTGAGE CORPORATION, now known as GMAC Mortgage, LLC ("GMACM") and USAA FEDERAL SAVINGS BANK ("USAA"). (ALLY or USAA may each be referred to as a "Party" and shall be collectively referred to as the "Parties").

WHEREAS, USAA and GMACM previously entered into that certain Mortgage Purchasing And Servicing Agreement dated January 18, 2000 (as supplemented and amended from time to time the "Agreement"), whereby USAA sells to GMACM, and GMACM purchases from USAA, certain residential real estate secured consumer loans (the "Mortgage Loans"); and

WHEREAS, the Agreement was assigned, with the consent of USAA, from GMACM to ALLY on or about September 1, 2007; and

WHEREAS, the terms for the purchase of the Mortgage Loans are set forth in the Agreement; and

WHEREAS, the Parties wish, by means of this Amendment, to supplement and to amend portions of the Agreement;

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, USAA and ALLY agree as follows:

1. The recitals set forth above are acknowledged to be accurate and are incorporated herein and made a part hereof as if fully set forth.

2. Unless otherwise indicated, all capitalized terms used and not defined in this Amendment have the meaning given them in the Agreement.

3. The text of existing paragraph 3.3(a.) Interest Rates/Points shall be deleted in its entirety and replaced with the following:

   "3.3 (a.) Interest Rates/Points: USAA shall sell Mortgage Loans to ALLY based on the price reflected on the daily ALLY Rate Sheet. ALLY's pricing of its rate sheet for USAA will be determined by ALLY and will be based in part on actual assumptions and costs, if any, associated with private

label sale and servicing and the value of the Mortgage Loans to ALLY under the Agreement. ALLY shall use its reasonable best efforts to transmit the ALLY Rate Sheet to USAA by 8:30 am Central Time every Business Day. USAA will use its reasonable best efforts to advise ALLY within 30 minutes of receipt of the ALLY Rate Sheet each Business Day of the types of Mortgage Loans it will register with ALLY for that day (the "Pledged Production"). USAA shall register all Pledged Production with ALLY beginning when the first ALLY Rate Sheet is provided to USAA, unless ALLY does not provide USAA with a new ALLY Rate Sheet, in which case USAA is entitled to use the ALLY Rate Sheet for the previous Business Day and ALLY is bound to honor the pricing for that Pledged Production. USAA may call ALLY between the hours of 7:30 am and 6:00 pm Central Time to obtain information on the latest price quotes, but the prices shall be effective upon issue to USAA at 9:00 a.m. Central Time each Business Day or until ALLY provides USAA with notice of a price change as provided in the immediately following sentence. ALLY may change prices whenever ALLY determines in its sole discretion that there has been a price change of twenty five (25) basis points or more for any fixed rate conventional or government loan product that USAA offers; provided ALLY provides USAA with the new ALLY rate sheet before 4 p.m. Central Time and USAA has had 30 minutes to react to the price change as hereinafter set forth. ALLY shall also have the right at any time to correct any material mispricing involving a legitimate mistake. USAA shall advise ALLY within 30 minutes of any price change each Business Day of the Pledged Production USAA will register with ALLY under the changed pricing. Further, the Parties agree that between the hours of 4.00 p.m. and 9:00 a.m. Central Time the next Business Day (the "Overnight Period"), the maximum aggregate dollar volume of Mortgage Loans which may be registered by USAA with ALLY based upon the previous Business Day's rates or the latest revised pricing in effect from the previous Business Day (the "Overnight Rate Protection Amount") is ; provided, however, the Overnight Rate Protection Amount may be reduced, at ALLY's option, to any amount not less than for any Overnight Period if ALLY notifies USAA, via telephone or electronic mail to the attention of the individual or individuals provided in this Agreement for notice, of such reduction within fifteen (15) minutes of ALLY providing USAA the first ALLY Rate Sheet of the prior Business Day. If Ally so reduces the Overnight Rate Protection Amount, such reduced Overnight Rate Protection Amount shall remain in effect for all future Overnight Periods until such time as Ally, at its option, notifies USAA, via telephone or electronic mail to the attention of the individual or individuals provided in this Agreement for notice, of an increase in the Overnight Rate Protection Amount. The Overnight Rate Protection Amount may be reduced or increased by Ally as previously set forth an unlimited number of times throughout the term of this Agreement, subject to the minimum of and maximum of

4. The text of existing paragraph 4.6.2 Registration Window is hereby amended by deleting the last sentence thereof and adding the following to the end of the remaining paragraph:

   ALLY will make available on its website a confirmation of USAA's Mortgage Loan registrations, or shall send such confirmation to USAA in such manner as shall be mutually agreed. In the event that ALLY's website or other system for registering Pledged Production and/or locking interest rates becomes unavailable to USAA for any reason other than a failure of USAA's systems or other reason within USAA's control ("System Unavailability"), USAA, commencing with the onset of System Unavailability, shall transmit by electronic mail to ALLY an electronic data file, in format to be mutually agreed upon (but which shall include the lock date and time), containing the Mortgage Loan data for Mortgage Loans to be registered and/or locked under the last pricing available prior to System Unavailability. ALLY shall honor the last pricing available for Mortgage Loans contained in the data file from the onset of System Unavailability until a new rate sheet is made available by ALLY to USAA. Any Pledged Production not contained in the data file will be subject to any new pricing indicated when ALLY's system is again available. ALLY will provide USAA with a designated mailbox or contacts to which the indicated data file is to be sent."

5. Existing paragraph 4.6.6 Registration by E-Mail shall be deleted in its entirety and replaced with the following:

   "4.6.6 Registration by Web. Mortgage Loans may be registered via USAA accessing ALLY's internet site at the address provided to USAA from time to time."

6. Paragraph 7.1.3 VA No-Bids shall be deleted in its entirety and replaced with "7.1.3 Reserved."

7. The text of existing paragraph 13.3 Correspondent Manual shall be deleted in its entirety and replaced with the following:

   "13.3 Correspondent Manual. The updates, changes and amendments made by ALLY to its Correspondent Manual (the "Manual"), shall be effective immediately upon receipt by USAA, except for (a) updates, changes or amendments which deviate from the FNMA, FHLMC or GNMA Agency Guides and affect Conforming or Government Loans (as applicable), or (b) which materially modify or change a term of the Agreement. Any such updates, changes or amendments described in subsections 13.3(a) or (b) hereof shall be effective upon USAA's consent to such update, change or amendment, provided, however, that if USAA declines to consent to any such change required by applicable law, investor or PMI company guidelines or rating agency requirements, ALLY

shall have the right to terminate the Purchase Agreement pursuant to Section 8.2 thereof."

8. Paragraph 13.30 Disaster Recovery shall be deleted in its entirety and replaced with the following:

"13.30 Business Continuity and Disaster Recovery. ALLY shall conform to the Business continuity requirements contained in the attached Exhibit D, Business continuity and Disaster Recovery."

9. Except as provided herein, the Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, this Amendment has been duly executed by authorized representatives of the Parties hereto.

USAA FEDERAL SAVINGS BANK

By: _____

Name: Jayme L. Ritchie

Title: Sr Contract Advisor
Procurement Services

ALLY BANK

By: _____

Name: Matthew J. Detwiler

Title: Assistant Secretary

Exhibit D
Business Continuity and Disaster Recovery

1. DEFINITIONS

1.1 "BUSINESS CONTINUITY" means the process of developing plans and capabilities, and performing activities designed to prevent, mitigate, respond to and recover from circumstances that substantially degrade or inhibit ALLY ability to perform as required by the Agreement (the "Services").

1.2 "DISASTER RECOVERY" means the subset of Business Continuity that focuses on responding to and recovering from circumstances that substantially degrade or inhibit ALLY ability to provide the Services to USAA.

1.3 "RECOVERY TIME OBJECTIVE" means the latest point in time at which Services must resume after disaster with business disruption necessitating Disaster Recovery.

2. BUSINESS CONTINUITY / DISASTER RECOVERY PLANNING

2.1 ALLY shall comply with all local, state, industry or federal regulations pertaining to BUSINESS CONTINUITY and DISASTER RECOVERY for all regions in which ALLY conducts business. If ALLY operates as a financial institution, ALLY shall also follow the business continuity guidelines established by the Business Continuity Booklet of the Federal Financial Institution Examination Council's ("FFIEC") IT Examination Handbook, or any such superseding document. In the event that ALLY determines that any of the requirements of this Exhibit D conflict with FFIEC recommendations, industry standard business continuity practices, or local state or federal regulations, or otherwise jeopardize ALLY ability to ensure recovery and continuity of Services to USAA, then ALLY shall promptly notify USAA of such conflicts via email to group_businesscontinuation@usaa.com.

2.2 ALLY shall implement and maintain a BUSINESS CONTINUITY plan ("Plan") available for review by USAA at ALLY's location upon reasonable advance written notice from USAA. ALLY shall document its Plan and shall provide USAA with an updated executive summary of the Plan annually, no later than the end of the first calendar quarter (March 31) via email to: group_businesscontinuation@usaa.com ALLY shall provide, upon request, other non-proprietary information reasonably necessary for USAA to develop its own business continuity plan that will work in concert with the Plan. The executive summary of the Plan shall include, at a minimum, the following components:

2.2.1 Processes. A description of the business processes that directly or indirectly support the Services. Process descriptions shall include the Recovery Time Objective for each of the processes, the supplies and special equipment necessary, and a listing of any vital records or data required to perform the processes.

2.2.2 Personnel. A list of personnel and contact information and a

description of the processes that allow ALLY to identify and communicate with ALLY personnel who are essential to DISASTER RECOVERY.

2.2.3 Systems. A description of the processes to recover the software, hardware, telecommunications and data that are necessary to continue or resume the Services. This portion of the Plan shall include the system and data backup procedures, and shall account for disasters that would require ALLY to recover its systems and processes from an alternate location.

2.2.4 Facilities. A description of the alternate facilities from which ALLY will resume the Services that are available to ALLY in the event of a disaster. Alternate facilities shall include the capability to recover and operate the systems, provide the space, equipment and supplies necessary to accommodate the personnel and processes. The facilities shall be sufficiently geographically separated from the primary facilities to recover from a regional disaster.

2.2.5 Pandemic. An overview of ALLY pandemic plan.

2.3 ALLY shall design and execute its backup processes in such a way as to achieve a Recovery Point Objective of 24 hours. ALLY shall provide USAA with documentation describing and certifying its file backup methodology via email to group_businesscontinuation@usaa.com.

3. DISASTER RECOVERY

3.1 ALLY shall implement and maintain DISASTER RECOVERY capabilities for the Services at an alternate facility equipped to support the Services as described in 2.2.4 above at no additional cost to USAA. ALLY shall locate at the alternate facility a hard copy of the Plan along with any vital records, systems, workspaces, equipment and supplies necessary to recover and resume the Services.

3.2 In the event of a ALLY disaster declaration, as described in Section 3.4 below, ALLY shall recover their operations and resume Services within twenty-four (24) hours from the time of declaration.

3.3 ALLY agrees to inform USAA via email to group_businesscontinuation@usaa.com when ALLY makes a material change to its Plan or capabilities.

3.4 Disaster Declaration and Reporting. If ALLY experiences an event that may cause ALLY to be unable to achieve one or more of the service level objectives associated with the Services, or may cause the Services to be unavailable for a period exceeding twenty-four (24) hours (hereinafter referred to as an "Event"), ALLY shall notify USAA by calling the USAA alert response on-call representative at (210) 913-1777, and advise USAA of the facts and circumstances surrounding the Event within eight (8) hours of the Event beginning. ALLY shall update USAA on the status and impact of the Event every eight (8) hours thereafter. If ALLY believes that the Services will continue to be unavailable for at least seventy-two (72) hours, or if ALLY is

unable to provide a firm plan for the resolution of the Event within twenty-four (24) hours of the beginning of the Event, then ALLY shall notify USAA of the status of the recovery and resumption activities, and the nature of the Event every eight (8) hours until the Services are restored, and every twenty-four (24) hours until the Event has been resolved and ALLY operations have returned to normal.

4. DISASTER RECOVERY TESTING

4.1 ALLY shall test each component of its Plan at least one (1) time each calendar year. ALLY shall document the Plan tests. ALLY shall provide the Plan test documentation to USAA via email to group_businesscontinuation@usaa.com within thirty (30) calendar days of completing the Plan tests and no later than March 31, annually. Plan test documentation shall include, at a minimum, the following information:

4.1.1 Scope – The components of the Plan and the capabilities that were tested.

4.1.2 Objectives – A description of the goals that ALLY expected to achieve during the test.

4.1.3 Format – A description of the test environment, structure and procedural flow (tabletop exercise, systems recovery exercise, process walkthrough exercise, full participation exercise, etc.).

4.1.4 Successes – Components of the Plan and the capabilities that were executed within the parameters established by the objectives.

4.1.5 Failures – Components of the Plan and the capabilities that were not executed within the parameters established by the objectives.

4.1.6 Lessons Learned – Key observations from the test that will lead to an improved capability to recover during a real event and during the next disaster recovery test.

4.2 Reserved.

4.3 Upon request in writing by USAA, and at USAA's expense, ALLY shall participate in USAA's disaster recovery tests no more than once per year. USAA will notify ALLY of the date and time that ALLY participation is required, as well as the scope of ALLY support required. Unless otherwise stated, ALLY participation shall include the following activities:

4.3.1 The provision of technical experts to stand by at the *ALLY* data center and participate as needed during a USAA systems recovery test.

4.3.2 Documenting ALLY involvement in USAA's disaster recovery tests to include lessons learned by ALLY and action items to be completed by ALLY.

4.3.3 Generating and/or updating a procedural manual to remain on site at ALLY location that will detail the steps required by ALLY to facilitate USAA's recovery from a disaster.

4.3.4 Additional assistance as reasonably required by USAA. USAA will document any required additional assistance in a separate Statement of Work and submit the Statement of Work to ALLY in advance of any additional assistance required.

USAA

AMENDMENT TO MORTGAGE PURCHASING AND SERVICING AGREEMENT

THIS AMENDMENT (the "Amendment"), entered as of August 6], 2009 by and between USAA FEDERAL SAVINGS BANK ("USAA") and ALLY BANK, formerly known as GMAC Bank ("ALLY"), modifies the MORTGAGE PURCHASING AND SERVICING AGREEMENT executed on January 18, 2000, USAA Contract Control Number 1000979, by and between GMAC MORTGAGE CORPORATION, now known as GMAC Mortgage, LLC ("GMACM") and USAA. (ALLY or USAA may each be referred to as a "Party" and shall be collectively referred to as the "Parties").

WHEREAS, USAA and GMACM previously entered into that certain Mortgage Purchasing And Servicing Agreement dated January 18, 2000 (as supplemented and amended from time to time the "Agreement"), whereby USAA sells to GMACM, and GMACM purchases from USAA, certain residential real estate secured consumer loans (the "Mortgage Loans"); and

WHEREAS, the Agreement was assigned, with the consent of USAA, from GMACM to ALLY on or about September 1, 2007; and

WHEREAS, the terms for the purchase of the Mortgage Loans are set forth in the Agreement; and

WHEREAS, the Parties wish, by means of this Amendment, to supplement and to amend portions of the Agreement;

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, USAA and ALLY agree as follows:

1 The recitals set forth above are acknowledged to be accurate and are incorporated herein and made a part hereof as if fully set forth.

2. Unless otherwise indicated, all capitalized terms used and not defined in this Amendment have the meaning given them in the Agreement

3. The Parties acknowledge and agree that certain Mortgagors on Mortgage Loans serviced by Ally and sold to Freddie Mac may be candidates for refinance pursuant to the Freddie Mac Relief Refinance Program under the Obama Administration's Homeowner Affordability and Stability Plan ("Freddie Mac Refinances").

4. Notwithstanding any provision of the Agreement to the contrary, USAA acknowledges and agrees that Ally or its affiliates may refinance, or solicit for refinance, Mortgagors for Freddie Mac Refinances. The new loan resulting from any such Freddie Mac Refinance shall be private label serviced in the same manner as Mortgage Loans purchased by Ally under the Agreement, and shall also be subject to USAA's Contract Rights, as described in Section 3.8 of the Agreement.

5. Except as provided herein, the Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, this Amendment has been duly executed by authorized representatives of the Parties hereto.

USAA FEDERAL SAVINGS BANK	ALLY BANK
By: Jayme Ritchie	By:
Name: Jayme L. Ritchie	Name: William Petrowich
Title: Sr Contract Advisor Procurement Services	Title: Director

USAA

AMENDMENT TO MORTGAGE PURCHASING AND SERVICING AGREEMENT

THIS AMENDMENT (the "Amendment"), entered as of September [9], 2009 by and between USAA FEDERAL SAVINGS BANK ("USAA") and ALLY BANK, formerly known as GMAC Bank ("ALLY"), modifies the MORTGAGE PURCHASING AND SERVICING AGREEMENT executed on January 18, 2000, USAA Contract Control Number 1000979, by and between GMAC MORTGAGE CORPORATION, now known as GMAC Mortgage, LLC ("GMACM") and USAA. (ALLY or USAA may each be referred to as a "Party" and shall be collectively referred to as the "Parties").

WHEREAS, USAA and GMACM previously entered into that certain Mortgage Purchasing And Servicing Agreement dated January 18, 2000 (as supplemented and amended from time to time the "Agreement"), whereby USAA sells to GMACM, and GMACM purchases from USAA, certain residential real estate secured consumer loans (the "Mortgage Loans"), and

WHEREAS, the Agreement was assigned, with the consent of USAA, from GMACM to ALLY on or about September 1, 2007; and

WHEREAS, the terms for the purchase of the Mortgage Loans are set forth in the Agreement; and

WHEREAS, the Parties wish, by means of this Amendment, to supplement and to amend portions of the Agreement;

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, USAA and ALLY agree as follows:

1 The recitals set forth above are acknowledged to be accurate and are incorporated herein and made a part hereof as if fully set forth.

2. Unless otherwise indicated, all capitalized terms used and not defined in this Amendment have the meaning given them in the Agreement.

3. The Parties acknowledge and agree that certain Mortgagors on Mortgage Loans serviced by Ally and sold to Fannie Mae may be candidates for refinance pursuant to the Fannie Mae Refinance Plus Program under the Obama Administration's Homeowner Affordability and Stability Plan ("Fannie Mae HASP Refinances").

4. Notwithstanding any provision of the Agreement to the contrary, USAA acknowledges and agrees that Ally or its affiliates may refinance, or solicit for refinance, Mortgagors for Fannie Mae HASP Refinances. The new loan resulting from any such Fannie Mae HASP Refinance shall be private label serviced in the same manner as Mortgage Loans purchased by Ally under the Agreement, and shall also be subject to USAA's Contract Rights, as described in Section 3.8 of the Agreement.

5. Except as provided herein, the Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, this Amendment has been duly executed by authorized representatives of the Parties hereto.

USAA FEDERAL SAVINGS BANK	ALLY BANK
By: _____	By: _____
Name: _____	Name: William Peterson
Title: _____	Title: Director Bulk Acquisition