

## LETTER AGREEMENT

dated March 1, 2011

between

ALLY FINANCIAL INC., GMAC CAPITAL TRUST I and the  
UNITED STATES DEPARTMENT OF THE TREASURY

This Agreement (the "Agreement"), by and among Ally Financial Inc. (formerly known as GMAC Inc.), a Delaware corporation (the "Company"), GMAC Capital Trust I, a Delaware Trust (the "Trust") and the United States Department of the Treasury ("Treasury") is entered into this 1st day of March 2011.

### RECITALS

WHEREAS, the Trust was established under the Delaware Statutory Trust Act pursuant to a Declaration of Trust, dated as of December 22, 2009 (the "Original Declaration"), and a Certificate of Trust, filed with the Secretary of State of the State of Delaware on December 22, 2009 (the "Original Certificate"), and has continued pursuant to the Amended and Restated Declaration of Trust (the "Declaration"), dated and effective as of December 30, 2009, by Sean Leary and Christopher Halmy, as Administrative Trustees, BNY Mellon Trust of Delaware ("BNYMTD"), as Delaware Trustee, The Bank of New York Mellon ("BNYM"), as Institutional Trustee, the Company, as Sponsor, and the holders, from time to time, of undivided beneficial interests in the Trust issued pursuant to the Declaration;

WHEREAS, Treasury holds 100% of the outstanding 8.00% trust preferred securities (liquidation amount \$1,000 per trust preferred security) issued by the Trust (the "Trust Preferred Securities"), representing preferred undivided beneficial interests in the assets of the Trust;

WHEREAS, the Company holds 100% of the outstanding 8.00% common securities (liquidation amount \$1,000 per common security) (the "Common Securities"), representing common undivided beneficial interests in the assets of the Trust and, together with the Trust Preferred Securities, representing 100% of the beneficial interests in the Trust issued pursuant to the Declaration;

WHEREAS, the Trust holds 100% of the outstanding 8.00% junior subordinated deferrable interest debentures due February 15, 2040 (the "Debentures") issued by the Company pursuant to an indenture, dated as of December 30, 2009, between the Company and BNYM, as Indenture Trustee, (the "Indenture") and no other debentures or other instruments are outstanding under the Indenture;

WHEREAS, the Company has entered into a Guarantee Agreement dated as of December 30, 2009, between the Company and BNYM, as Guarantee Trustee, for the benefit of the holders of the Trust Preferred Securities (the "Guarantee");

WHEREAS, upon execution of the Trust Preferred Facility Amendment Agreement, to be dated on or about March 1, 2011, among Treasury, the Company, any Administrative Trustee of Series 1 of the Trust, any Administrative Trustee of Series 2 of the Trust, BNYMTD, as Delaware Trustee for the Trust, and BNYM, as Institutional Trustee for the Trust, as Indenture Trustee under the Indenture and as Guarantee Trustee under the Guarantee (the "Facility Agreement"), the parties shall amend each of the Indenture (the "Amended and Restated Indenture"), the Debentures, the Declaration (the "Amended Declaration"), the Trust Preferred Securities, the Common Securities and the Guarantee (each, an "Amended and Restated Guarantee") in the manner to be set forth in the Facility Agreement;

WHEREAS, the foregoing amendments (the "Amendments"), among other things, (i) shall designate the Trust Preferred Securities held by Treasury as 8.0% Trust Preferred Securities, Series 1 (the "Series 1 Trust Preferred Securities") and permit the redesignation of any portion of such Series 1 Trust Preferred Securities as a new series of trust preferred securities ("Additional Trust Preferred Series"), (ii) shall designate the Debentures held by the Trust as 8.0% Junior Subordinated Deferrable Interest Debentures Due 2040 (the "Series 1 Debentures") and permit the redesignation of any portion of such Series 1 Debentures as a new series of debentures ("Additional Debenture Series"), and (iii) shall designate the Common Securities held by the Company as 8.0% Common Securities, Series 1 (the "Series 1 Common Securities") and permit the redesignation of any portion of such Series 1 Common Securities as a new series of common securities ("Additional Common Series" and together with the corresponding Additional Trust Preferred Series and Additional Debenture Series, an "Additional Series"); and

WHEREAS, (i) the redesignation of certain Series 1 Trust Preferred Securities as Fixed Rate/Floating Rate Trust Preferred Securities, Series 2, making distributions reflecting rates to be determined in connection with the Amendments (the "Series 2 Trust Preferred Designation") shall represent the initial Additional Trust Preferred Series, (ii) the corresponding redesignation of Series 1 Debentures as Fixed Rate/Floating Rate Junior Deferrable Interest Debentures Due 2040, bearing interest at rates to be determined in connection with the Amendments (the "Series 2 Debentures Designation") shall represent the initial Additional Debenture Series and (iii) the corresponding redesignation of Series 1 Common Securities as Fixed Rate/Floating Rate Common Securities, Series 2, making distributions reflecting rates to be determined in connection with the Amendments (the "Series 2 Common Designation", together with the Series 2 Trust Preferred Designation and the Series 2 Debentures Designation, the "Series 2 Designation") shall represent the initial Additional Common Series.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants herein contained, the parties hereto hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used but not defined herein shall be applied as defined in the Securities Purchase and Exchange Agreement, dated as of December 30, 2009, by and among the Company, the Trust and Treasury (the "Exchange Agreement").

SECTION 2. Applicability. Notwithstanding anything to the contrary herein, this Agreement shall not apply to, and shall have no force or effect in connection with, the

redesignation of any Series 1 Trust Preferred Securities into a Special New Series (as such term is defined in the Amended Declaration).

SECTION 3. Agreements of the Company.

With respect to the redesignation of any Additional Series, the Company agrees to cause:

(i) on the date on which the necessary amendments, supplements or other modifications required to create such Additional Series becomes effective (each the "Effective Date" with respect to the relevant Additional Series), payment to Treasury in cash in an amount equal to the accumulated and unpaid distributions on that portion of the Series 1 Trust Preferred Securities to be redesignated on such Effective Date as an Additional Trust Preferred Series to but excluding such Effective Date;

(ii) on such subsequent Effective Date, payment to Treasury in cash of a one-time, non-refundable distribution fee of 1% of the aggregate liquidation amount with respect to such Additional Trust Preferred Series, except as otherwise agreed to by the parties;

(iii) on the date on which such Additional Trust Preferred Series is sold in an underwritten offering pursuant to Section 4.5(a) of the Exchange Agreement (each the "Settlement Date" with respect to the relevant Additional Series), payment to Treasury in cash in an amount equal to the accumulated and unpaid distributions on such Additional Trust Preferred Series from and including the such Effective Date to but excluding such Settlement Date;

(iv) delivery to Treasury of a written opinion from counsel to the Company (which may be internal counsel), addressed to Treasury and dated as of such Effective Date, in substantially the form attached hereto as Annex A-1;

(v) delivery to Treasury of a written opinion from special tax counsel to the Company, addressed to Treasury and dated as of such Effective Date, in substantially the form attached hereto as Annex A-2;

(vi) delivery to Treasury of a written opinion from special Delaware counsel to the Trust, addressed to the Company and Treasury and dated as of such Effective Date, in substantially the form attached hereto as Annex A-3;

(vii) delivery to Treasury of a written opinion from special Delaware counsel to the Delaware Trustee, addressed to the Company and Treasury and dated as of such Effective Date, in substantially the form attached hereto as Annex A-4; and

(viii) delivery to Treasury of a written opinion from counsel to the Institutional Trustee, Indenture Trustee and Guarantee Trustee addressed to the Company and Treasury and dated as of such Effective Date, in substantially the form attached hereto as Annex A-5,

*provided* that, with respect to any opinion delivered pursuant to clauses (iv) through (viii) of this Section 3 in connection with the designation of any Additional Series (other than the Series 2 Designation), each reference to "Series 2 Debentures" shall be replaced by reference

to the respective Additional Debenture Series, each reference to “Series 2 Trust Preferred Securities” shall be replaced by reference to the respective Additional Trust Preferred Series, and each reference to “Series 2 Common Securities” shall be replaced by reference to the respective Additional Common Series.

SECTION 4. Notice of Distribution. With respect to the Series 2 Designation, Treasury hereby provides notice of its intent to distribute Registrable Securities by means of an underwritten prospectus pursuant to Section 4.5(a)(ii) of the Exchange Agreement and the Company accepts this Agreement as sufficient notice from Treasury and waives any right to different notice it may have pursuant to the Exchange Agreement. With respect to any other Additional Trust Preferred Series, Treasury and the Company hereby agree that any future notice of distribution shall be made in accordance with Section 4.5(a)(ii) of the Exchange Agreement, except as may be otherwise agreed to by the parties.

SECTION 5. Representations and Warranties of the Company and the Trust. The Company represents and warrants to Treasury, and the Trust represents and warrants to Treasury with respect to matters relating to the Trust, that as of the Effective Date of the Series 2 Designation:

(a) (i) the Company is duly incorporated, validly existing and in good standing in its jurisdiction of incorporation; (ii) the Company has the power and authority, and has taken all necessary action, to execute this Agreement and each of the other agreements and documents contemplated hereby (collectively, “Transaction Documents”) to which it is a party, and to deliver this Agreement and the Transaction Documents and to perform its obligations hereunder and thereunder; (iii) such execution, delivery and performance do not violate or conflict with any law applicable to it, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets or any provision of its constitutive documents; (iv) all governmental and other consents, waivers or non-objections that are required to be obtained by it with respect to any Transaction Documents to which it is a party have been obtained and are in full force and effect and all conditions of any such consents, waivers or non-objections have been complied with; and (v) this Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforceability of creditors’ rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law);

(b) the Trust has been duly formed and is validly existing as a statutory trust in good standing under the laws of its jurisdiction of organization, with the necessary power and authority to own its properties and conduct its business in all material respects as currently conducted, and except as has not, individually or in the aggregate, had and would not reasonably be expected to have a Company Material Adverse Effect. The Amended Declaration, and any amendment thereto, copies of which have been provided to Treasury on or prior to such Effective Date, are true, complete and correct copies of such documents as in full force and effect as of such Effective Date;

(c) The Series 1 Trust Preferred Securities and Series 2 Trust Preferred Securities have been duly and validly authorized and executed by the Trust and represent validly issued, fully paid and non-assessable undivided beneficial interests in the assets of the relevant series of the Trust entitled to the benefits of the Amended Declaration; enforceable against the Trust in accordance with their terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforceability of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law). The Series 1 Trust Preferred Securities and the Series 2 Trust Preferred Securities were not issued in violation of any preemption rights and rank *pari passu* with or senior to all other series or classes of securities of the Trust, whether or not issued or outstanding, with respect to distribution rights and the distribution of assets in the event of any dissolution, liquidation or winding up of the Trust;

(d) The Series 1 Common Securities and Series 2 Common Securities have been duly and validly authorized and executed by the Trust and represent validly issued, fully paid and non-assessable undivided beneficial interests in the assets of the relevant series of the Trust entitled to the benefits of the Amended Declaration; enforceable against the Trust in accordance with their terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforceability of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

(e) The Series 1 Debentures and the Series 2 Debentures have been duly and validly authorized and executed by the Company and constitute legal, valid and binding obligations of the Company entitled to the benefits of the Amended and Restated Indenture, enforceable against the Company in accordance with their terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforceability of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law); and

(f) Each Amended and Restated Guarantee and the Amended and Restated Indenture have been duly and validly authorized and executed by the Company and, assuming due authorization, execution and delivery by the Guarantee Trustee, in the case of each Amended and Restated Guarantee, and by the Indenture Trustee, in the case of the Amended and Restated Indenture, constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforceability of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

#### SECTION 6. Representations and Warranties of the Company and the Trust With Respect to Additional Series.

(a) As of the applicable Effective Date of any Additional Series, the Company will be deemed to represent and warrant to Treasury, and the Trust will be deemed to represent and warrant to Treasury with respect to matters relating to the Trust, as set forth in paragraphs (a)

through (f) of Section 5 of this Agreement; *provided* that, for the purpose of making such representations and warranties, (i) each reference to “Series 2 Trust Preferred Securities” shall be replaced by reference to the respective Additional Trust Preferred Series, (ii) each reference to “Series 2 Common Securities” shall be replaced by reference to the respective Additional Trust Common Series, and (iii) each reference to “Series 2 Debentures” shall be replaced by reference to the respective Additional Debenture Series; *provided further* that neither the Company nor the Trust shall be deemed to have made any representation or warranty identified to Treasury pursuant to paragraph (b) of this Section 6.

(b) The Company will, prior to the applicable Effective Date for an Additional Series, notify Treasury in writing if the Company is not reasonably able to make any of the representations and warranties as set forth in paragraphs (a) through (f) of Section 5 of this Agreement with respect to such Additional Series.

SECTION 7. Effectiveness. This Agreement shall be effective and binding upon its execution and delivery by each of the parties hereto.

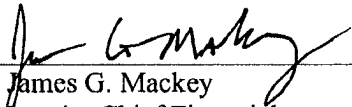
SECTION 8. GOVERNING LAW. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE FEDERAL LAW OF THE UNITED STATES, IF AND TO THE EXTENT SUCH LAW IS APPLICABLE, AND OTHERWISE IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO THE PERFORMED ENTIRELY WITHIN SUCH STATE.

SECTION 9. Counterparts. This Agreement may be executed by each of the parties hereto on any number of separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

SECTION 10. Other Agreements. It is the understanding of the parties to this Agreement that this Agreement shall not be superseded by the integration clause set forth in Section 10 of the Facility Agreement.

**In Witness Whereof**, this Agreement has been duly executed and delivered by the duly authorized representatives of the parties hereto as of the date first herein above written.

ALLY FINANCIAL INC.

By:   
Name: James G. Mackey  
Title: Interim Chief Financial Officer

GMAC CAPITAL TRUST I

By: ALLY FINANCIAL INC., as sponsor

By: \_\_\_\_\_  
Name: Cathy L. Quenneville  
Title: Secretary

UNITED STATES DEPARTMENT OF  
THE TREASURY

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to the Letter Agreement]*

**In Witness Whereof**, this Agreement has been duly executed and delivered by the duly authorized representatives of the parties hereto as of the date first herein above written.

ALLY FINANCIAL INC.

By: \_\_\_\_\_  
Name: James G. Mackey  
Title: Interim Chief Financial  
Officer

GMAC CAPITAL TRUST I  
By: ALLY FINANCIAL INC., as sponsor

By: Cathy L. Quenneville  
Name: Cathy L. Quenneville  
Title: Secretary

UNITED STATES DEPARTMENT OF  
THE TREASURY

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to the Letter Agreement]*



**In Witness Whereof**, this Agreement has been duly executed and delivered by the duly authorized representatives of the parties hereto as of the date first herein above written.

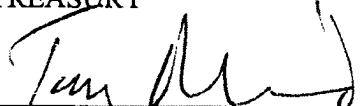
ALLY FINANCIAL INC.

By: \_\_\_\_\_  
Name: James G. Mackey  
Title: Interim Chief Financial  
Officer

GMAC CAPITAL TRUST I  
By: ALLY FINANCIAL INC., as sponsor

By: \_\_\_\_\_  
Name: Cathy L. Quenneville  
Title: Secretary

UNITED STATES DEPARTMENT OF  
THE TREASURY

By:  \_\_\_\_\_  
Name: Timothy G. Massad  
Title: Acting Assistant Secretary  
for Financial Stability

*[Signature Page to the Letter Agreement]*

**FORM OF COMPANY COUNSEL OPINION**

(i) The Company and each significant subsidiary of the Company within the meaning of Rule 1-02(w) of Regulation S-X under the Securities Act of 1933 (“Significant Subsidiary”) has been duly formed and is validly existing and in good standing under the laws of the state of its formation;

(ii) The execution, delivery and performance of the Transaction Documents, as applicable, by the Company and the consummation by the Company of the transactions contemplated thereby (a) will not result in any violation of the charter or bylaws (or equivalent documents) of the Company or of any Significant Subsidiary of the Company and (b) will not conflict with, or result in a breach of any of the terms or provisions of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the creation or imposition of any lien, charge or encumbrance upon any assets or properties of the Company or any Significant Subsidiary under, (A) any agreement, indenture, mortgage or instrument of the Company or any Significant Subsidiary filed by the Company with the Securities and Exchange Commission as exhibits to the Registration Statement (Registration No. 333-165608) (the “Registration Statement”) and to the Securities and Exchange Commission filings incorporated by reference into the Registration Statement and filed to the date of such opinion that the Company or any Significant Subsidiary is a party to or by which it may be bound or to which any of its assets or properties may be subject, or (B) any existing applicable law, rule or administrative regulation of any court or governmental agency or authority having jurisdiction over the Company or any Significant Subsidiary or any of their respective assets or properties, except in case of (b), where any such violation, conflict, breach, default, lien, charge or encumbrance, would not have a material adverse effect on the assets, properties, business, results of operations or financial condition of the Company and its subsidiaries, taken as whole;

(iii) The Amended Declaration has been duly authorized, executed and delivered by the Company and duly executed and delivered by the Administrative Trustees;

(iv) Each of the Amended and Restated Guarantees and the Amended and Restated Indenture has been duly authorized, executed and delivered by the Company;

(v) Assuming each of the Amended and Restated Guarantees and the Amended and Restated Indenture has been duly authorized, executed and delivered by the Guarantee Trustee and the Indenture Trustee, respectively, each of the Amended and Restated Guarantees and the Amended and Restated Indenture constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors’ rights generally and to general principles of equity;

(vi) The Series 1 Debentures and the Series 2 Debentures have been duly authorized, executed and delivered by the Company;

(vii) The Series 1 Debentures and the Series 2 Debentures constitute legal, valid and binding obligations of the Company, entitled to the benefits of the Amended and Restated Indenture and enforceable against the Company in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and to general principles of equity;

(viii) No consent, approval, authorization or order of any court or governmental authority is required for the execution and delivery of and compliance with the Transaction Documents by the Company, except such approvals (specified in such opinion) as have been obtained;

(ix) To the knowledge of such counsel, there is no action, suit or proceeding before or by any government, governmental instrumentality, arbitrator or court, domestic or foreign, now pending or threatened against or affecting the Trust or the Company or any Company Subsidiary that could have a material adverse effect on (i) the business, results of operation or financial condition of the Company and its consolidated subsidiaries taken as a whole; or (ii) the ability of the Company to consummate the transactions contemplated by the Amendment Agreement and perform its obligations hereunder or thereunder on a timely basis; and

(x) Neither the Company nor the Trust is required to register as an "investment company," as such term is defined in the Investment Company Act of 1940, as amended.

**FORM OF TAX COUNSEL OPINION**

(i) the Trust or Series 2 (as applicable) will be classified, for United States federal income tax purposes, as either a grantor trust or a partnership, and not as an entity taxable as a corporation; and

(ii) while there is no authority directly on point and the issue is not free from doubt, the Series 2 Debentures designated to Series 2 will be classified for United States federal income tax purposes as indebtedness of the Company.

**FORM OF DELAWARE COUNSEL TRUST OPINION**

(i) The Trust has been duly formed and is validly existing in good standing as a statutory trust under the Delaware Statutory Trust Act.

(ii) Under the Delaware Statutory Trust Act and the Amended Declaration, the Trust has the trust power and authority (a) to own its properties and conduct its business, (b) to execute, deliver and perform its obligations under this Fee Letter, and (c) to issue and perform its obligations under the Series 1 Trust Preferred Securities, the Series 2 Trust Preferred Securities, the Series 1 Common Securities and the Series 2 Common Securities, all as described in the Amended Declaration.

(iii) The Amended Declaration constitutes a legal, valid and binding obligation of the Company and the Trustees, enforceable against the Company and the Trustees, in accordance with its terms.

(iv) Under the Delaware Statutory Trust Act and the Amended Declaration, (a) the execution and delivery by the Trust of this Fee Letter, and the performance by the Trust of its obligations thereunder, have been duly authorized by all necessary trust action on the part of the Trust, and (b) the Sponsor has the authority to execute and deliver this Fee Letter on behalf of the Trust.

(v) The Series 1 Trust Preferred Securities (a) are represented by the Trust Preferred Securities Certificate, which is substantially similar to the form of certificate attached as Exhibit A-1 to the Series 1 Supplement to the Amended Declaration and is an acceptable form of certificate to evidence ownership of the applicable Series 1 Trust Preferred Securities, (b) have been duly authorized by the Amended Declaration and (c) assuming the Series 1 Trust Preferred Securities were validly issued in accordance with the Declaration of Trust and delivered to and paid for by the purchasers thereof pursuant to the Securities Purchase Agreement on December 29, 2009, are validly issued and, subject to the qualifications in paragraph (viii), fully paid and non-assessable undivided beneficial interests in the assets of Series 1 of the Trust and entitle the holders of the Series 1 Trust Preferred Securities to the benefits of the Amended Declaration.

(vi) The Series 2 Trust Preferred Securities (a) are represented by the Trust Preferred Securities Certificate, which is substantially similar to the form of certificate attached as Exhibit A-1 to the Series 2 Supplement to the Amended Declaration and is an acceptable form of certificate to evidence ownership of the applicable Series 2 Trust Preferred Securities, (b) have been duly authorized by the Amended Declaration, and (c) are validly issued and, subject to the qualifications in paragraph (viii), fully paid and non-assessable undivided beneficial interests in the assets of Series 2 of the Trust and entitle the holders of the Series 2 Trust Preferred Securities to the benefits of the Amended Declaration.

(vii) The Series 1 Common Securities and Series 2 Common Securities (a) have been duly authorized by the Amended Declaration, and (b) are fully paid undivided beneficial interests in the assets of the relevant series of the Trust.

(viii) The Preferred Securityholders, as beneficial owners (within the meaning of the Delaware Statutory Trust Act, the “Beneficial Owners”) of the Trust, will be entitled to the same limitation of personal liability extended to stockholders of private corporations for profit organized under the General Corporation Law of the State of Delaware, except that the Preferred Securityholders may be obligated to (a) provide indemnity and/or security in connection with and pay taxes or governmental charges arising from transfers or exchanges of certificates representing Trust Preferred Securities and the issuance of replacement certificates representing Trust Preferred Securities to the extent provided in the Amended Declaration, and (b) provide security or indemnity in connection with requests of or directions to the Institutional Trustee to exercise its rights and powers under the Amended Declaration.

(ix) The execution, delivery and performance by the Trust of this Fee Letter does not violate any of the terms or provisions of the Certificate of Trust or the Amended Declaration or any law, rule or regulation of the State of Delaware applicable to the Trust.

**FORM OF DELAWARE TRUSTEE COUNSEL OPINION**

(i) BNY Mellon Trust of Delaware is duly incorporated and validly existing in good standing as a banking corporation with trust powers under the laws of the State of Delaware and has the necessary corporate power and authority to execute, deliver and perform its obligations under the Amended Declaration (including to act as the Delaware Trustee thereunder).

(ii) The Amended Declaration has been duly authorized, executed and delivered by BNY Mellon Trust of Delaware.

(iii) Neither the execution and delivery of the Amended Declaration by BNY Mellon Trust of Delaware nor the performance by BNY Mellon Trust of Delaware of its obligations thereunder (i) conflicts with or constitutes a breach of the articles of association or by-laws of BNY Mellon Trust of Delaware, or (ii) violates any existing law, governmental rule or regulation of the State of Delaware or the United States of America governing the trust powers of BNY Mellon Trust of Delaware.

(iv) Neither the execution and delivery by BNY Mellon Trust of Delaware of the Amended Declaration, nor the compliance by BNY Mellon Trust of Delaware with the terms thereof, nor the consummation by BNY Mellon Trust of Delaware of any of the transactions contemplated thereby, requires the consent or approval of, the giving of notice to, the registration with, or the taking of any other action with respect to any governmental or regulatory authority or agency under the laws of the State of Delaware or the United States of America governing the trust powers of BNY Mellon Trust of Delaware.

**FORM OF THE INSTITUTIONAL TRUSTEE, THE GUARANTEE TRUSTEE AND  
THE INDENTURE TRUSTEE COUNSEL OPINION**<sup>1</sup>

(i) The Bank of New York Mellon (BNYM) is a banking corporation duly incorporated, validly existing and in good standing under the laws of the State of New York.

(ii) The execution, delivery and performance by the Institutional Trustee of the Amended Declaration, the execution, delivery and performance by the Guarantee Trustee of the Guarantee Agreements and the execution, delivery and performance by the Indenture Trustee of the Amended and Restated Indenture have been duly authorized by all necessary corporate action on the part of the Institutional Trustee, the Guarantee Trustee and the Indenture Trustee, respectively, and the Institutional Trustee, the Guarantee Trustee and the Indenture Trustee have full corporate trust power and authority to enter into and perform their respective obligations under the Amended Declaration, the Guarantee Agreements and the Amended and Restated Indenture. The Amended Declaration, the Guarantee Agreements and the Amended and Restated Indenture have been duly executed and delivered by the Institutional Trustee, the Guarantee Trustee and the Indenture Trustee, respectively. Each of the Guarantee Agreements and the Amended and Restated Indenture constitute the legal, valid and binding obligations of the Guarantee Trustee and the Indenture Trustee, respectively, enforceable against the Guarantee Trustee and the Indenture Trustee, respectively, in accordance with their terms, except as enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to the enforcement of creditors' rights generally, and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(iii) The execution, delivery and performance of the Amended Declaration, the Guarantee Agreements and the Amended and Restated Indenture by the Institutional Trustee, the Guarantee Trustee and the Indenture Trustee, respectively, do not conflict with or constitute a breach of the Organization Certificate or By-laws of the Institutional Trustee, the Guarantee Trustee and the Indenture Trustee, respectively, or any Federal or State of New York law, rule or regulation governing BNYM's banking or trust powers or, to our knowledge, without independent investigation, the terms of any indenture or other agreement or instrument known to us and to which the Institutional Trustee, the Guarantee Trustee or the Indenture Trustee, respectively, is a party or is bound or any judgment, order or decree known to us to be applicable to the Institutional Trustee, the Guarantee Trustee or the Indenture Trustee, respectively, of any court, regulatory body, administrative agency, governmental body or arbitrator having jurisdiction over the Institutional Trustee, the Guarantee Trustee or the Indenture Trustee, respectively.

(iv) No consent, approval or authorization of, or registration with or notice to any Federal or New York State governmental authority having jurisdiction over the trust powers of

---

<sup>1</sup> Subject to review



BNYM is required for the execution, delivery or performance by the Institutional Trustee, the Guarantee Trustee and the Indenture Trustee of the Amended Declaration, the Guarantee Agreements and the Amended and Restated Indenture, respectively.

(v) The Indenture Trustee has authenticated and delivered the Company's Series 2 Debentures.



March 1, 2011

United States Department of the Treasury  
1500 Pennsylvania Avenue, NW  
Washington, DC 20220

Ladies and Gentlemen:

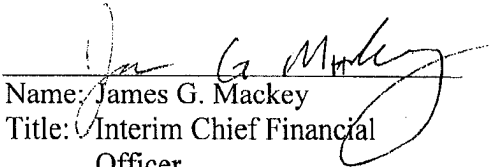
Reference is made to the Letter Agreement (the "Agreement") by and among Ally Financial Inc. (formerly known as GMAC Inc.), a Delaware corporation (the "Company"), GMAC Capital Trust I, a Delaware Trust (the "Trust"), and the United States Department of the Treasury ("Treasury") entered into on March 1, 2011.

The Company and Treasury hereby agree that, for the purposes of Section 3(ii) of the Agreement, the one-time, non-refundable distribution fee payable to Treasury on the Effective Date with respect to the Series 2 Designation shall be 1.0% of the aggregate liquidation amount of any Series 2 Trust Preferred Securities to be sold to institutional investors, and 1.6% of the aggregate liquidation amount of any Series 2 Trust Preferred Securities to be sold to retail investors, in each case as the underwriters shall advise the Company and Treasury.

Capitalized terms used but not defined in this letter shall be applied as defined in the Agreement.

Very Truly Yours,

ALLY FINANCIAL INC.

By:   
Name: James G. Mackey  
Title: Interim Chief Financial  
Officer

GMAC CAPITAL TRUST I  
By: ALLY FINANCIAL INC., as sponsor

By: \_\_\_\_\_  
Name: Cathy L. Quenneville  
Title: Secretary

Confirmed:

UNITED STATES DEPARTMENT OF  
THE TREASURY

By: \_\_\_\_\_  
Name: Timothy G. Massad  
Title: Acting Assistant Secretary  
for Financial Stability

ALLY FINANCIAL INC.

By: \_\_\_\_\_  
Name: James G. Mackey  
Title: Interim Chief Financial  
Officer

GMAC CAPITAL TRUST I  
By: ALLY FINANCIAL INC., as sponsor

By: Cathy L. Quenneville  
Name: Cathy L. Quenneville  
Title: Secretary

Confirmed:

UNITED STATES DEPARTMENT OF  
THE TREASURY

By: \_\_\_\_\_  
Name: Timothy G. Massad  
Title: Acting Assistant Secretary  
for Financial Stability

ALLY FINANCIAL INC.

By: \_\_\_\_\_

Name: James G. Mackey

Title: Interim Chief Financial  
Officer

GMAC CAPITAL TRUST I

By: ALLY FINANCIAL INC., as sponsor

By: \_\_\_\_\_

Name: Cathy L. Quenneville

Title: Secretary

Confirmed:

UNITED STATES DEPARTMENT OF  
THE TREASURY

By: \_\_\_\_\_

Name: Timothy G. Massad

Title: Acting Assistant Secretary  
for Financial Stability