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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT**  
Pursuant to Section 13 or 15(d)  
of The Securities Exchange Act of 1934

**Date of Report (Date of earliest event reported): December 14, 2017**

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**Resource Capital Corp.**  
(Exact name of registrant as specified in its charter)

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**Maryland**  
(State or other jurisdiction of incorporation)

**1-32733**  
(Commission File Number)

**20-2287134**  
(IRS Employer Identification No.)

**712 Fifth Avenue, 12th Floor**  
**New York, NY**  
(Address of principal executive office)

**10019**  
(Zip Code)

**Registrant's telephone number, including area code: (212) 506-3899**

**n/a**  
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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**Item 1.01. Entry Into a Material Definitive Agreement**

On December 14, 2017, Resource Capital Corp. (the "Company") entered into a Third Amended and Restated Management Agreement (the "Third Amended Management Agreement") with Resource Capital Manager, Inc. (the "Manager") and Resource America, Inc. ("RAI"). The Third Amended Management Agreement amended and restated the Second Amended and Restated Management Agreement dated June 14, 2012 among the Company, the Manager and RAI, as such agreement was amended by Amendment No. 1 to the Second Amended and Restated Management Agreement dated as of November 7, 2013 (as amended, the "Second Amended Management Agreement"). The Third Amended Management Agreement restates the Second Amended Management Agreement in its entirety. Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Third Amended Management Agreement.

The Third Amended Management Agreement provides for a fixed Base Management Fee of \$937,500 per calendar month for each of the 15 successive months beginning October 1, 2017.

The Third Amended Management Agreement also amends the calculation of quarterly Incentive Compensation payable to the Manager to be the product of: (A) 20% of the amount by which the Company's Core Earnings for a quarter exceed the product of (i) the weighted average of (x) the per share book value of the Company's Common Shares at September 30, 2017 (subject to adjustments for certain items of income, loss or gain from October 1, 2017 through December 31, 2018) and (y) the per share price (including the conversion price, if applicable) paid for Common Shares in each offering (or issuance, upon the conversion of convertible securities) by the Company subsequent to September 30, 2017, multiplied by (ii) the greater of (x) 1.75% and (y) 0.4375% plus one-fourth of the Ten Year Treasury Rate for such quarter; multiplied by (B) the weighted average number of Common Shares outstanding during such quarter.

Further, the Third Amended Management Agreement amends the Company's Conflicts of Interest Policy attached thereto to add that investments that may be appropriate for the Company, on the one hand, and the Manager and/or certain related parties, on the other hand, will be allocated in accordance with RAI's allocation policies and procedures in effect from time to time.

Finally, the Third Amended Management Agreement establishes that the Company will pay the Manager a per loan underwriting and review fee in connection with valuations of and potential investments in subordinate commercial mortgage pass-through certificates in such amounts as are approved by a majority of the Company's Independent Directors from time to time.

The execution by the Company of the Third Amended Management Agreement was approved by the Company's Board of Directors on December 13, 2017. The foregoing description of the Third Amended Management Agreement does not purport to be complete and is qualified in its entirety by reference to the complete Third Amended Management Agreement, a copy of which is attached to this Current Report as Exhibit 10.1 and incorporated by reference herein.

**Item 8.01. Other Events.**

On December 18, 2017, the Company announced that on January 31, 2017 (the "Redemption Date"), the Company will redeem all shares of its 8.50% Series A Cumulative Redeemable Preferred Stock (the "Series A Preferred Stock") outstanding on the Redemption Date and 930,983 shares of its 8.25% Series B Cumulative Redeemable Preferred Stock (the "Series B Preferred Stock"). The shares of Series A Preferred Stock and Series B Preferred Stock will be redeemed at a redemption price of \$25.00 per share.

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Upon redemption, the Series A Preferred Stock and the redeemed shares of the Series B Preferred Stock will no longer be outstanding and all rights of the holders of such shares will terminate, except for the right of the holders to receive the cash payable upon such redemption without interest.

All shares of Series A Preferred Stock and Series B Preferred Stock are held in book-entry form through the Depository Trust Company ("DTC"), and the shares of Series B Preferred Stock to be redeemed will be selected in accordance with the procedures of DTC. Upon redemption, the Series A Preferred Stock will be delisted from trading on the New York Stock Exchange.

A copy of the Company's press release announcing the redemption of all outstanding shares of Series A Preferred Stock and a portion of the outstanding shares of Series B Preferred Stock is filed as Exhibit 99.1 hereto.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

10.1 [Third Amended and Restated Management Agreement dated December 14, 2017.](#)

99.1 [Press Release issued on December 18, 2017 announcing the full redemption of Resource Capital Corp.'s 8.50% Series A Cumulative Redeemable Preferred Stock and partial redemption of its 8.25% Series B Cumulative Redeemable Preferred Stock.](#)

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**SIGNATURES:**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

RESOURCE CAPITAL CORP.

December 18, 2017

By: /s/ David J. Bryant  
David J. Bryant  
Chief Financial Officer

THIRD AMENDED AND RESTATED MANAGEMENT AGREEMENT

THIS THIRD AMENDED AND RESTATED MANAGEMENT AGREEMENT dated December 14, 2017 is made by and among RESOURCE CAPITAL CORP., a Maryland corporation (the “Company”), RESOURCE CAPITAL MANAGER, INC., a Delaware corporation (together with its permitted assignees, the “Manager”), and Resource America, Inc., a Delaware corporation (“Resource America”).

WHEREAS, the Company is a corporation that has elected and has qualified to be treated as a real estate investment trust for federal income tax purposes; and

WHEREAS, pursuant to a Management Agreement dated as of March 8, 2005, the Company retained the Manager to provide investment advisory services to the Company and its subsidiaries on the terms and conditions set forth therein; and

WHEREAS, on June 14, 2012, the Company, Manager and Resource America amended and restated the Management Agreement in its entirety and entered into a Second Amended and Restated Management Agreement (the “Management Agreement”); and

WHEREAS, on November 7, 2013, the Company, Manager and Resource America entered into an amendment to the Management Agreement; and

WHEREAS, the Company, Manager and Resource America desire to incorporate the previous amendment and to amend and restate the Management Agreement in its entirety, as set forth below.

NOW THEREFORE, in consideration of the mutual agreements herein set forth, the parties hereto agree as follows:

SECTION 1. DEFINITIONS. The following terms have the meanings assigned them:

(a) “Affiliate” means a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified.

(b) “Agreement” means this Third Amended and Restated Management Agreement, as amended from time to time.

(c) “Ancillary Operating Subsidiary” means a Subsidiary, including a TRS and its Subsidiaries, that is an operating entity principally engaged in the evaluation, underwriting, origination, servicing, holding, trading and financing of loans, securities, investments and credit products other than commercial real estate loans.

(d) “Base Management Fee” means the base management fee, calculated and paid monthly in arrears, in an amount equal to (i) 1/12 of Equity multiplied by (ii) 1.50%; provided, however, that such fee shall equal \$937,500 per calendar month for each of the fifteen (15) successive months beginning October 1, 2017.

(e) “Board of Directors” means the Board of Directors of the Company.

(f) “Book Value” means, with respect to any fiscal quarter end, the total stockholders’ equity of the Company at September 30, 2017, excluding equity attributable to preferred stock (\$460,568,964), as adjusted to include net income or loss from the operations or gain or loss on resolutions of Strategic Plan Assets between October 1, 2017 and that fiscal quarter end, with the calculation of such adjustments being subject to the approval by a majority of the Independent Directors; provided that no such adjustments shall be made for any fiscal quarter after the quarter ending December 31, 2018. For the avoidance of doubt, Book Value for any fiscal quarter ending after December 31, 2018 shall include such adjustments for the period between October 1, 2017 and December 31, 2018.

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(g) “Change of Control” means the occurrence of any of the following:

(i) the sale, lease or transfer, in one or a series of related transactions, of all or substantially all of the assets of the Manager, taken as a whole, to any Person other than an indirect wholly-owned subsidiary of Resource America; or

(ii) the acquisition by any Person or group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision), including any group acting for the purpose of acquiring, holding or disposing of securities (within the meaning of Rule 13d-5(b)(1) under the Exchange Act), in a single transaction or in a related series of transactions, by way of merger, consolidation or other business combination or purchase of beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act, or any successor provision) of 50% or more of the total voting power of the voting capital interests of the Manager.

(h) “Code” means the Internal Revenue Code of 1986, as amended.

(i) “Common Share” means a share of capital stock of the Company now or hereafter authorized as common voting stock of the Company.

(j) “Company Account” has the meaning set forth in Section 5 hereof.

(k) “Company Indemnified Party” has the meaning set forth in Section 11(b) hereof.

(l) “Core Earnings” means, with respect to any period, GAAP net income (loss) attributable to Common Shares for such period, adjusted to: (A) exclude the following items incurred during such period: (i) non-cash equity compensation expense, (ii) Incentive Compensation payable to the Manager, (iii) unrealized gains and losses, (iv) non-cash provisions for loan losses, (v) non-cash impairments on securities, (vi) non-cash amortization of discounts or premiums associated with borrowings, (vii) net income or loss from the operations or gain or loss on resolutions of Strategic Plan Assets, (viii) real estate depreciation and amortization, (ix) foreign currency gains or losses and (x) income or loss from discontinued operations; and (B) add any realized gain and deduct any realized loss incurred during such period (excluding any realized gain or loss on the resolution of any Strategic Plan Asset) to the extent such realized gain or loss was previously excluded from the calculation of Core Earnings for a previous period.

(m) “Current Term” has the meaning set forth in Section 13(a) hereof.

(n) “Effective Termination Date” has the meaning set forth in Section 13(a) hereof.

(o) “Equity” means, for purposes of calculating the Base Management Fee for any month, the total amount of net proceeds (or the value of Common Shares issued upon the conversion of convertible securities, if applicable and without duplication) from any issuance of capital stock of the Company, after deducting any underwriting discounts and commissions and other expenses and costs relating to such issuance, plus (or minus) the Company’s retained earnings (or deficit) at the end of such month (without taking into account any non-cash equity compensation expense incurred in current or prior periods), less all amounts that the Company pays for repurchases of any capital stock of the Company; *provided*, that the foregoing calculation of Equity shall be adjusted to exclude one-time events pursuant to changes in GAAP, as well as non-cash charges after discussion between the Manager and the Independent Directors and approval by a majority of the Independent Directors in the case of non-cash charges.

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(p) “Exchange Act” means the Securities Exchange Act of 1934, as amended.

(q) “Federal Reserve Board” means the Board of Governors of the Federal Reserve System.

(r) “GAAP” means generally accepted accounting principles, as applied in the United States.

(s) “Governing Instruments” means, with regard to any entity, the articles of incorporation and bylaws in the case of a corporation, certificate of limited partnership (if applicable) and the partnership agreement in the case of a general or limited partnership, the articles of formation and the operating agreement in the case of a limited liability company, the trust instrument in the case of a trust, or similar governing documents, in each case as amended from time to time.

(t) “Guidelines” shall have the meaning set forth in Section 2(b)(i) hereof.

(u) “Incentive Compensation” means an incentive management fee calculated and payable each fiscal quarter in an amount, not less than zero, equal to the product of: (A) twenty percent (20%) of the dollar amount by which (i) the amount of the Company’s Core Earnings per Common Share for such quarter (based on the weighted average number of Common Shares outstanding during such quarter) exceeds (ii) an amount equal to (1) the weighted average of (a) Book Value as of the end of such quarter divided by 30,881,351 and (b) the price per share (including the conversion price, if applicable) paid for Common Shares in each offering (or issuance, upon the conversion of convertible securities) by the Company subsequent to September 30, 2017, in each case at the time of issuance thereof, multiplied by (2) the greater of (a) 1.75% and (b) 0.4375% plus one-fourth of the Ten Year Treasury Rate for such quarter; multiplied by (B) the weighted average number of Common Shares outstanding during such quarter; *provided*, that the foregoing calculation of Incentive Compensation shall be adjusted (x) to exclude events pursuant to changes in GAAP or the application of GAAP, as well as non-recurring or unusual transactions or events, after discussion between the Manager and the Independent Directors and approval by a majority of the Independent Directors in the case of non-recurring or unusual transactions or events, and (y) by deducting an amount equal to any TRS Directly Paid Fees accrued (calculated as if such fees were payable on a quarterly basis) not previously used to offset Incentive Compensation.

(v) “Indemnified Party” has the meaning set forth in Section 11(a) hereof.

(w) “Independent Directors” means the members of the Board of Directors who are not, and have not been within the last two years, officers or employees of the Manager or any Person directly or indirectly controlling or controlled by, or otherwise an Affiliate of, the Manager and who are otherwise “independent” in accordance with the Company’s Governing Instruments and, if applicable, the rules of any national securities exchange on which any capital stock of the Company is listed.

(x) “Investment Company Act” means the Investment Company Act of 1940, as amended.

(y) “Investments” means the investments of the Company.

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(z) “Notice of Proposal to Negotiate” has the meaning set forth in Section 13(a) hereto.

(aa) “Person” means any individual, corporation, partnership, joint venture, limited liability company, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

(bb) “REIT” means a “real estate investment trust” as defined under the Code.

(cc) “Renewal Term” has the meaning as set forth in Section 13(a) hereto.

(dd) “Strategic Plan Assets” means certain non-core businesses, investments or other assets identified on Exhibit C hereto.

(ee) “Subsidiary” means any subsidiary of the Company; any partnership, the general partner of which is the Company or any subsidiary of the Company; and any limited liability company, the managing member of which is the Company or any subsidiary of the Company.

(ff) “Ten Year Treasury Rate” means the average of the weekly average yield to maturity for U.S. Treasury securities (adjusted to a constant maturity of ten (10) years) as published weekly by the Federal Reserve Board in publication H.15, or any successor publication, during a fiscal quarter, or if such rate is not published by the Federal Reserve Board, any Federal Reserve Bank or agency or department of the federal government selected by the Company. If the Company determines in good faith that the Ten Year Treasury Rate cannot be calculated as provided above, then the rate shall be the arithmetic average of the per annum average yields to maturities, based upon closing asked prices on each business day during a quarter, for each actively-traded marketable U.S. Treasury fixed interest rate security with a final maturity date not less than eight or more than twelve years from the date of the closing asked prices as chosen and quoted for each business day in each such quarter in New York City by at least three recognized dealers in U.S. government securities selected by the Company.

(gg) “Termination Fee” has the meaning set forth in Section 13(b) hereof.

(hh) “Termination Notice” has the meaning set forth in Section 13(a) hereof.

(ii) “Treasury Regulations” means the regulations promulgated under the Code from time to time, as amended.

(jj) “TRS” means a Subsidiary that is a taxable REIT subsidiary as defined in Section 856(1) of the Code.

(kk) “TRS Directly Paid Fees” means fees paid directly by a TRS (or any subsidiary thereof) to employees, agents and/or affiliates of the Manager with respect to profits of such TRS (or subsidiary thereof) generated from the services of such employees, agents and/or affiliates, the fee structure of which shall have been approved by a majority of the Company’s Independent Directors and which fees may not exceed 20% of the net income (before such fees) of such TRS (or subsidiary thereof). TRS Directly Paid Fees may be accrued and paid in subsequent periods if the structure of such fees requires their payment on a periodic basis other than quarterly.



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SECTION 2. APPOINTMENT AND DUTIES OF THE MANAGER.

(a) The Company hereby appoints the Manager to manage the assets of the Company and its Subsidiaries subject to the further terms and conditions set forth in this Agreement and the Manager hereby agrees to use its commercially reasonable efforts to perform each of the duties set forth herein. The appointment of the Manager shall be exclusive to the Manager except to the extent that the Manager otherwise agrees, in its sole and absolute discretion, and except to the extent that the Manager elects, in accordance with the terms of this Agreement, to cause the duties of the Manager hereunder to be provided by third parties.

(b) The Manager, in its capacity as manager of the assets and the day-to-day operations of the Company, at all times will be subject to the supervision of the Company's Board of Directors and will have only such functions and authority as the Company may delegate to it including, without limitation, the functions and authority identified herein and delegated to the Manager hereby. The Manager will be responsible for the day-to-day operations of the Company and will perform (or cause to be performed) such services and activities relating to the assets and operations of the Company as may be appropriate, including, without limitation:

(i) serving as the Company's consultant with respect to the periodic review of the investment criteria and parameters for Investments, borrowings and operations, any modifications to which shall be approved by a majority of the Independent Directors (such policy guidelines as initially approved, as the same may be modified with such approval, the "Guidelines") and other policies for approval by the Board of Directors;

(ii) investigation, analysis and selection of investment opportunities;

(iii) with respect to any prospective investment by the Company and any sale, exchange or other disposition of any Investment by the Company, conducting negotiations on behalf of the Company with sellers and purchasers and their respective agents, representatives and investment bankers;

(iv) engaging and supervising, on behalf of the Company and at the Company's expense, independent contractors which provide investment banking, mortgage brokerage, securities brokerage and other financial services and such other services as may be required relating to the Investments;

(v) coordinating and managing operations of any joint venture or co-investment interests held by the Company and conducting all matters with the joint venture or co-investment partners;

(vi) providing executive and administrative personnel, office space and office services required in rendering services to the Company;

(vii) administering the day-to-day operations of the Company and performing and supervising the performance of such other administrative functions necessary in the management of the Company as may be agreed upon by the Manager and the Board of Directors, including, without limitation, the collection of revenues and the payment of the Company's debts and obligations and maintenance of appropriate computer services to perform such administrative functions;

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- (viii) communicating on behalf of the Company with the holders of any equity or debt securities of the Company as required to satisfy the reporting and other requirements of any governmental bodies or agencies or trading markets and to maintain effective relations with such holders;
  - (ix) counseling the Company in connection with policy decisions to be made by the Board of Directors;
  - (x) evaluating and recommending to the Board of Directors hedging strategies and engaging in hedging activities on behalf of the Company, consistent with such strategies, as so modified from time to time, with the Company's status as a REIT, and with the Guidelines;
  - (xi) counseling the Company regarding the maintenance of its status as a REIT and monitoring compliance with the various REIT qualification tests and other rules set out in the Code and Treasury Regulations thereunder;
  - (xii) counseling the Company regarding the maintenance of its exclusion from status as an investment company under the Investment Company Act and monitoring compliance with the requirements for maintaining such exclusion;
  - (xiii) assisting the Company in developing criteria for asset purchase commitments that are specifically tailored to the Company's investment objectives and making available to the Company its knowledge and experience with respect to mortgage loans, real estate, real estate securities, other real estate-related assets and non-real estate related assets;
  - (xiv) furnishing reports and statistical and economic research to the Company regarding the Company's activities and services performed for the Company by the Manager or the Subsidiaries;
  - (xv) monitoring the operating performance of the Investments and providing periodic reports with respect thereto to the Board of Directors, including comparative information with respect to such operating performance and budgeted or projected operating results;
  - (xvi) investing and re-investing any moneys and securities of the Company (including investing in short-term Investments pending investment in other Investments, payment of fees, costs and expenses, or payments of dividends or distributions to stockholders and partners of the Company) and advising the Company as to its capital structure and capital raising;
  - (xvii) causing the Company to retain qualified accountants and legal counsel, as applicable, to assist in developing appropriate accounting procedures, compliance procedures and testing systems with respect to financial reporting obligations and compliance with the provisions of the Code applicable to REITs and non-taxable REIT subsidiaries and to conduct quarterly compliance reviews with respect thereto;
  - (xviii) causing the Company to qualify to do business in all applicable jurisdictions and to obtain and maintain all appropriate licenses;

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(xix) assisting the Company in complying with all regulatory requirements applicable to the Company in respect of its business activities, including preparing or causing to be prepared all financial statements required under applicable regulations and contractual undertakings and all reports and documents, if any, required under the Exchange Act;

(xx) taking all necessary actions to enable the Company and its Subsidiaries to make required tax filings and reports, including soliciting stockholders for required information to the extent provided by the provisions of the Code and Treasury Regulations applicable to REITs;

(xxi) handling and resolving all claims, disputes or controversies (including all litigation, arbitration, settlement or other proceedings or negotiations) in which the Company may be involved or to which the Company may be subject arising out of the Company's day-to-day operations, subject to such limitations or parameters as may be imposed from time to time by the Board of Directors;

(xxii) using commercially reasonable efforts to cause expenses incurred by or on behalf of the Company to be commercially reasonable or commercially customary and within any budgeted parameters or expense guidelines set by the Board of Directors from time to time;

(xxiii) advising the Company with respect to obtaining appropriate warehouse or other financings for its assets;

(xxiv) advising the Company with respect to and structuring long-term financing vehicles for the Company's portfolio of assets, and offering and selling securities publicly or privately in connection with any such structured financing;

(xxv) performing such other services as may be required from time to time for management and other activities relating to the assets of the Company as the Board of Directors shall reasonably request or the Manager shall deem appropriate under the particular circumstances; and

(xxvi) using commercially reasonable efforts to cause the Company to comply with all applicable laws.

Without limiting the foregoing, the Manager will perform portfolio management services (the "Portfolio Management Services") on behalf of the Company with respect to the Investments. Such services will include, but not be limited to, consulting with the Company on the purchase and sale of, and other investment opportunities in connection with, the Company's portfolio of assets; the collection of information and the submission of reports pertaining to the Company's assets, interest rates and general economic conditions; periodic review and evaluation of the performance of the Company's portfolio of assets; acting as liaison between the Company and banking, mortgage banking, investment banking and other parties with respect to the purchase, financing and disposition of assets; and other customary functions related to portfolio management. Additionally, the Manager will perform monitoring services (the "Monitoring Services") on behalf of the Company with respect to any loan servicing activities provided by third parties. Such Monitoring Services will include, to the extent applicable, negotiating servicing agreements; acting as a liaison between the servicers of the assets and the Company; review of servicers' delinquency, foreclosure and other reports on assets; supervising claims filed under any insurance policies; and enforcing the obligation of any servicer to repurchase assets.

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(c) The Manager may enter into agreements with other parties, including its Affiliates, for the purpose of engaging one or more parties for and on behalf, and at the sole cost and expense, of the Company to provide property management, asset management, leasing, development, brokerage, financial advisory, custodial and/or other services to the Company (including, without limitation, Portfolio Management Services and Monitoring Services) pursuant to agreement(s) with terms which are then customary for agreements regarding the provision of services to companies that have assets similar in type, quality and value to the assets of the Company; *provided*, that (i) any such agreements entered into with Affiliates of the Manager shall be (A) on terms no more favorable to such affiliate than would be obtained from a third party on an arm's-length basis and (B) to the extent the same do not fall within the provisions of the Guidelines, approved by a majority of the Independent Directors, (ii) with respect to Portfolio Management Services, (A) any such agreements shall be subject to the Company's prior written approval (and approved by a majority of the Independent Directors) and (B) the Manager shall remain liable for the performance of such Portfolio Management Services, and (iii) with respect to Monitoring Services, any such agreements shall be subject to the Company's prior written approval (and approved by a majority of the Independent Directors).

(d) The Manager may retain, for and on behalf, and at the sole cost and expense, of the Company, such services of accountants, legal counsel, appraisers, insurers, brokers, transfer agents, registrars, developers, investment banks, financial advisors, banks and other lenders and others as the Manager deems necessary or advisable in connection with the management and operations of the Company. Notwithstanding anything contained herein to the contrary, the Manager shall have the right to cause any such services to be rendered by its employees or Affiliates. The Company shall pay or reimburse the Manager or its Affiliates performing such services for the cost thereof; *provided*, that such costs and reimbursements are no greater than those which would be payable to outside professionals or consultants engaged to perform such services pursuant to agreements negotiated on an arm's-length basis.

(e) As frequently as the Manager may deem necessary or advisable, or at the direction of the Board of Directors, the Manager shall, at the sole cost and expense of the Company, prepare, or cause to be prepared, with respect to any Investment, reports and other information with respect to such Investment as may be reasonably requested by the Company.

(f) The Manager shall prepare, or cause to be prepared, at the sole cost and expense of the Company, all reports, financial or otherwise, with respect to the Company reasonably required by the Board of Directors in order for the Company to comply with its Governing Instruments, or any other materials required to be filed with any governmental body or agency, and shall prepare, or cause to be prepared, all materials and data necessary to complete such reports and other materials including, without limitation, an annual audit of the Company's books of account by a nationally recognized independent accounting firm.

(g) The Manager shall prepare, at the sole cost and expense of the Company, regular reports for the Board of Directors to enable the Board of Directors to review the Company's acquisitions, portfolio composition and characteristics, credit quality, performance and compliance with the Guidelines and policies approved by the Board of Directors.

(h) Notwithstanding anything contained in this Agreement to the contrary, except to the extent that the payment of additional moneys is proven by the Company to have been required as a direct result of the Manager's acts or omissions which result in the right of the Company to terminate this Agreement pursuant to Section 15 of this Agreement, the Manager shall not be required to expend money ("Excess Funds") in connection with any expenses that are required to be paid for or reimbursed by the Company pursuant to Section 9 in excess of that contained in any applicable Company Account (as herein defined) or otherwise made available by the Company to be expended by the Manager hereunder. Failure of the Manager to expend Excess Funds out-of-pocket shall not give rise or be a contributing factor to the right of the Company under Section 13(a) of this Agreement to terminate this Agreement due to the Manager's unsatisfactory performance.

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(i) In performing its duties under this Section 2, the Manager shall be entitled to rely reasonably on qualified experts and professionals (including, without limitation, accountants, legal counsel and other professional service providers) hired by the Manager at the Company's sole cost and expense.

**SECTION 3. DEVOTION OF TIME; ADDITIONAL ACTIVITIES OF THE MANAGER.**

(a) The Manager will provide the Company with a management team, including a Chief Executive Officer and President, along with appropriate support personnel, to provide the management services to be provided by the Manager to the Company hereunder, the members of which team shall devote such of their time to the management of the Company as may be reasonably necessary and appropriate, commensurate with the level of activity of the Company from time to time. The Manager shall also provide the Company with a Chief Financial Officer who shall be fully dedicated to the operations of the Company and a sufficient amount of services of additional accounting, finance and investor relations professionals (which amount shall be reviewed and approved by the Board of Directors). Notwithstanding the foregoing or anything else in this Agreement to the contrary, an Ancillary Operating Subsidiary shall, with the approval of a majority of the Independent Directors, directly incur and pay all of its own operating costs and expenses, including without limitation, compensation of employees of such Ancillary Operating Subsidiary and reimbursement of any compensation costs incurred by the Manager for personnel principally devoted to such Ancillary Operating Subsidiary.

(b) The Manager agrees to offer the Company the right to participate in all investment opportunities that the Manager determines are appropriate for the Company in view of its investment objectives, policies and strategies, and other relevant factors, with the understanding that, in accordance with the Manager's Conflict of Interests Policy (attached hereto as Exhibit A and as may be amended from time to time in the sole discretion of the Manager), the Company might not participate in each such opportunity but will on an overall basis equitably participate with the Manager's and its Affiliates' other clients in all such opportunities. Except as provided in the penultimate sentence of this Section 3(b), nothing in this Agreement shall (i) prevent the Manager or any of its Affiliates, officers, directors or employees, from engaging in other businesses or from rendering services of any kind to any other Person, including, without limitation, investing in, or rendering advisory services to others investing in, any type of Conduit CMBS or other mortgage loans (including, without limitation, investments that meet the principal investment objectives of the Company), whether or not the investment objectives or policies of any such other Person or entity are similar to those of the Company or (ii) in any way bind or restrict the Manager or any of its Affiliates, officers, directors or employees from buying, selling or trading any securities or commodities for their own accounts or for the account of others for whom the Manager or any of its Affiliates, officers, directors or employees may be acting. While information and recommendations supplied to the Company shall, in the Manager's reasonable and good faith judgment, be appropriate under the circumstances and in light of the investment objectives and policies of the Company, they may be different from the information and recommendations supplied by the Manager or any Affiliate of the Manager to other investment companies, funds and advisory accounts. The Company shall be entitled to equitable treatment under the circumstances in receiving information, recommendations and any other services, but the Company recognizes that it is not entitled to receive preferential treatment as compared with the treatment given by the Manager or any Affiliate of the Manager to any investment company, fund or advisory account other than any fund or advisory account which contains only funds invested by the Manager, its Affiliates (and not any funds of any of their clients or customers) or their officers and directors. Notwithstanding anything to the contrary in this Section 3(b), the Manager hereby agrees that, during the term of this Agreement set forth in Section 13 hereof, neither the Manager nor any entity controlled by the Manager shall raise, sponsor or advise any new REIT that invests primarily in domestic mortgage backed securities in the United States. The Company shall have the benefit of the Manager's best judgment and effort in rendering services hereunder and, in furtherance of the foregoing, the Manager shall not undertake activities that, in its good faith judgment, will adversely affect the performance of its obligations under this Agreement.

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(c) Directors, officers, employees and agents of the Manager or Affiliates of the Manager may serve as directors, officers, employees, agents, nominees or signatories for the Company or any Subsidiary, to the extent permitted by their Governing Instruments, as from time to time amended, or by any resolutions duly adopted by the Board of Directors pursuant to the Company's Governing Instruments. When executing documents or otherwise acting in such capacities for the Company, such Persons shall use their respective titles in the Company.

(d) The Manager is authorized, for and on behalf, and at the sole cost and expense of the Company, to employ such securities dealers for the purchase and sale of investment assets of the Company as may, in the good faith judgment of the Manager, be necessary to obtain the best commercially available net results for the Company taking into account such factors as the policies of the Company, price, dealer spread, the size, type, timing and difficulty of the transaction involved, the firm's general execution and operational facilities and the firm's risk in positioning the securities involved. Consistent with this policy, the Manager is authorized to direct the execution of the Company's portfolio transactions to dealers and brokers furnishing statistical information or research deemed by the Manager to be useful or valuable to the performance of its investment advisory functions for the Company.

(e) The Company (including the Board of Directors) agrees to take all actions reasonably required to permit and enable the Manager to carry out its duties and obligations under this Agreement, including, without limitation, all steps reasonably necessary to allow the Manager to file any registration statement on behalf of the Company in a timely manner or to deliver any financial statements or other reports with respect to the Company. If the Manager is not able to provide a service, or in the reasonable judgment of the Manager it is not prudent to provide a service, without the approval of the Board of Directors or the Independent Directors, as applicable, then the Manager shall be excused from providing such service (and shall not be in breach of this Agreement) until the applicable approval has been obtained.

SECTION 4. AGENCY. The Manager shall act as agent of the Company in making, acquiring, financing and disposing of Investments, disbursing and collecting the Company's funds, paying the debts and fulfilling the obligations of the Company, supervising the performance of professionals engaged by or on behalf of the Company and handling, prosecuting and settling any claims of or against the Company, the Board of Directors, holders of the Company's securities or the Company's representatives or properties.

SECTION 5. BANK ACCOUNTS. At the direction of the Board of Directors, the Manager may establish and maintain one or more bank accounts in the name of the Company or any Subsidiary (any such account, a "Company Account"), and may collect and deposit funds into any such Company Account or Company Accounts, and disburse funds from any such Company Account or Company Accounts, under such terms and conditions as the Board of Directors may approve; and the Manager shall, from time to time and upon request, render appropriate accountings of such collections and payments to the Board of Directors and to the auditors of the Company or any Subsidiary.

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SECTION 6. RECORDS; CONFIDENTIALITY. The Manager shall maintain appropriate books of accounts and records relating to services performed under this Agreement, and such books of account and records shall be accessible for inspection by representatives of the Company or any Subsidiary at any time during normal business hours upon one (1) business day's advance written notice. The Manager shall keep confidential any and all information obtained in connection with the services rendered under this Agreement and shall not disclose any such information (or use the same except in furtherance of its duties under this Agreement) to nonaffiliated third parties except (i) with the prior written consent of the Board of Directors, (ii) to legal counsel, accountants and other professional advisors; (iii) to appraisers, financing sources and others in the ordinary course of the Company's business; (iv) to governmental officials having jurisdiction over the Company; (v) in connection with any governmental or regulatory filings of the Company or disclosure or presentations to Company investors; or (vi) as required by law or legal process to which the Manager or any Person to whom disclosure is permitted hereunder is a party. The foregoing shall not apply to information which has previously become publicly available through the actions of a Person other than the Manager not resulting from the Manager's violation of this Section 6. The provisions of this Section 6 shall survive the expiration or earlier termination of this Agreement for a period of one year.

SECTION 7. OBLIGATIONS OF MANAGER; RESTRICTIONS.

(a) The Manager shall require each seller or transferor of investment assets to the Company to make such representations and warranties regarding such assets as may, in the reasonable judgment of the Manager, be necessary and appropriate or as advised by the Board of Directors and consistent with standard industry practice. In addition, the Manager shall take such other action as it deems necessary or appropriate or as advised by the Board of Directors and consistent with standard industry practice with regard to the protection of the Investments.

(b) The Manager shall refrain from any action that, in its sole judgment made in good faith, (i) is not in compliance with the Guidelines, (ii) would adversely affect the status of the Company as a REIT under the Code or the Company's status as an entity excluded from investment company status under the Investment Company Act or (iii) would violate any law, rule or regulation of any governmental body or agency having jurisdiction over the Company or any Subsidiary or that would otherwise not be permitted by the Company's Governing Instruments. If the Manager is ordered to take any such action by the Board of Directors, the Manager shall promptly notify the Board of Directors of the Manager's judgment that such action would adversely affect such status or violate any such law, rule or regulation or the Governing Instruments. Notwithstanding the foregoing, the Manager, its directors, officers, stockholders and employees shall not be liable to the Company or any Subsidiary, the Board of Directors, or the Company's or any Subsidiary's stockholders or partners, for any act or omission by the Manager, its directors, officers, stockholders or employees except as provided in Section 11 of this Agreement.

(c) The Company shall not invest in joint ventures with the Manager or any affiliate thereof, unless (i) such Investment is made in accordance with the Guidelines and (ii) such Investment is approved in advance by a majority of the Independent Directors.

(d) The Manager shall not (i) consummate any transaction which would involve the acquisition by the Company of an asset in which the Manager or any Affiliate thereof has an ownership interest or the sale by the Company of an asset to the Manager or any Affiliate thereof, or (ii) under circumstances where the Manager is subject to an actual or potential conflict of interest, in the reasonable judgment of the Manager or the Board of Directors, because it manages both the Company and another Person (not an Affiliate of the Company) with which the Company has a contractual relationship, take any action constituting the granting to such Person of a waiver, forbearance or other relief, or the enforcement against such Person of remedies, under or with respect to the applicable contract, unless such transaction or action, as the case may be and in each case, is approved by a majority of the Independent Directors.

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(e) The Board of Directors periodically reviews the Guidelines and the Company's portfolio of Investments but will not review each proposed investment, except as otherwise provided herein. If a majority of the Independent Directors determines in the periodic review of transactions by the Independent Directors, that a particular transaction does not comply with the Guidelines (including as a result of violation of the provisions of Section 7(d) above), then a majority of the Independent Directors will consider what corrective action, if any, can be taken. The Manager shall be permitted to rely upon the direction of the Secretary of the Company to evidence the approval of the Board of Directors or the Independent Directors with respect to a proposed investment.

(f) The Manager shall at all times during the term of this Agreement (including the Current Term and any Renewal Term) maintain a tangible net worth equal to or greater than \$1,000,000. The Manager shall at all times during the term of this Agreement maintain "errors and omissions" insurance coverage and other insurance coverage which is customarily carried by property, asset and investment managers performing functions similar to those of the Manager under this Agreement with respect to assets similar to the assets of the Company, in an amount which is comparable to that customarily maintained by other managers or servicers of similar assets.

#### SECTION 8. COMPENSATION.

(a) During the term of this Agreement (including the Current Term and any Renewal Term), the Company shall pay the Manager the Base Management Fee monthly in arrears. Any Base Management Fee paid prior to the date of this Agreement for any month ended after October 1, 2017 shall be adjusted, as necessary, in accordance with the definition of "Base Management Fee" set forth in this Agreement, and such additional amount, if any, shall be paid by the Company promptly after the date hereof.

(b) The Manager shall compute each installment of the Base Management Fee within fifteen (15) business days after the end of the calendar month with respect to which such installment is payable. A copy of the computations made by the Manager to calculate such installment shall thereafter, for informational purposes only and subject in any event to Section 13(a) of this Agreement, promptly be delivered to the Board of Directors and, upon such delivery, payment of such installment of the Base Management Fee shown therein shall be due and payable no later than the date which is twenty (20) business days after the end of the calendar month with respect to which such installment is payable.

(c) The Base Management Fee is subject to adjustment pursuant to and in accordance with the provisions of Section 13(a) of this Agreement.

(d) In addition to the Base Management Fee otherwise payable hereunder, the Company shall pay the Manager quarterly Incentive Compensation. The Incentive Compensation calculation and payment shall be made for each fiscal quarter in arrears.

(e) The Manager shall compute each installment of the Incentive Compensation within 30 days after the end of each fiscal quarter with respect to which such installment is payable. A copy of the computations made by the Manager to calculate such installment shall thereafter, subject to Section 13(a) of this Agreement, promptly be delivered to the Board of Directors and payment of such Incentive Compensation, or such other amount as may be determined pursuant to the last sentence of this Section 8(e), shall be due and payable no later than the date which is five (5) business days after the date of delivery to the Board of Directors of such computations. The amount of Incentive Compensation may be increased or decreased, if the Manager agrees and if a majority of the Independent Directors determines in the exercise of reasonable discretion that the amount so calculated is not equitable based upon facts and circumstances that may include, without limitation, dividend payments, market conditions, managerial performance or other factors not reflected in Core Earnings.



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(f) Twenty-five percent (25%) of the Incentive Compensation shall (subject to the remaining provisions of this Section 8(f) and the provisions of Sections 8(g), 8(h) and 8(i)) be payable to the Manager in Common Shares, and the remainder thereof shall be paid in cash; provided, the Manager may (subject to the remaining provisions of this Section 8(f) and the provisions of Sections 8(g), 8(h) and 8(i)) elect, by so indicating in the installment calculation delivered to the Board of Directors, to receive more than twenty-five percent (25%) of the Incentive Compensation in the form of Common Shares; *provided, however*, the Manager may not receive payment of any portion of the Incentive Compensation in the form of Common Shares, either automatically or by election, if such payment would result in the Manager directly or indirectly through one or more subsidiaries owning in the aggregate more than 9.8% of the outstanding Common Shares. For purposes of this computation, Common Shares include shares issued and outstanding (whether vested or unvested or forfeitable or non-forfeitable) and shares to be issued upon exercise of outstanding stock options (whether such options are exercisable or nonexercisable). The Manager's receipt of Common Shares in accordance herewith shall be subject to all applicable securities exchange rules and securities laws (including, without limitation, prohibitions on transfers and insider trading). All Common Shares paid to the Manager as Incentive Compensation will be fully vested upon issuance, provided that the Manager hereby agrees not to sell such shares prior to the date that is one year after the date such shares are due and payable. Notwithstanding such restriction and subject to compliance with all applicable securities laws (including, without limitation, prohibitions on insider trading), the Manager shall have the right to allocate such shares in its sole and absolute discretion to its officers, employees and other individuals who provide services to it at any time. In addition, the foregoing restriction regarding the sale of such shares shall terminate upon termination of this Agreement.

(g) Common Shares payable as Incentive Compensation shall be valued as follows:

(i) if such shares are traded on a securities exchange, the value shall be deemed to be the average of the closing prices of the shares on such exchange over the thirty (30) day period ending three (3) days prior to the issuance of such shares;

(ii) if such shares are actively traded over-the-counter, the value shall be deemed to be the average of the closing bid or sales price as applicable over the thirty (30) day period ending three (3) days prior to the issuance of such shares; and

(iii) if there is no active public market for such shares, the value shall be the fair market value thereof, as reasonably determined in good faith by the Board of Directors of the Company.

(h) If at any time the Manager shall, in connection with a determination of fair market value made by the Board of Directors, (i) dispute such determination in good faith by more than five percent (5%), and (ii) such dispute cannot be resolved between the Independent Directors and the Manager within ten (10) business days after the Manager provides written notice to the Company of such dispute (the "Valuation Notice"), then the matter shall be resolved by an independent appraiser of recognized standing selected jointly by the Independent Directors and the Manager within not more than twenty (20) days after the Valuation Notice. In the event the Independent Directors and the Manager cannot agree with respect to such selection within the aforesaid twenty (20) day time-frame, the Independent Directors shall select one such independent appraiser and the Manager shall select one independent appraiser within five (5) business days after the expiration of the twenty (20) day period, with one additional such appraiser (the "Last Appraiser") to be selected by the appraisers so designated within five (5) business days after their selection. Any valuation decision made by the appraisers shall be deemed final and binding upon the Board of Directors and the Manager and shall be delivered to the Manager and the Company within not more than fifteen (15) days after the selection of the Last Appraiser. The expenses of the appraisal shall be paid by the party with the estimate which deviated the furthest from the final valuation decision made by the appraisers.

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(i) The Company agrees to register the resale of the stock portion of the Incentive Compensation in accordance with the provisions of Exhibit B.

(j) Not later than seventy-five (75) days after the end of each fiscal year, the Company shall pay to the Manager an amount equal to the positive difference, if any, between (i) the Incentive Compensation payable for the prior fiscal year before deducting paid or accrued TRS Directly Paid Fees, less (ii) the sum of (A) the Incentive Compensation actually paid in the prior fiscal year plus (B) the TRS Directly Paid Fees actually paid for the prior fiscal year.

(k) In addition to the compensation set forth above in this Section 8, the Company shall pay CVC Credit Partners, LLC (f/k/a Apidos Capital Management, LLC) such fees as are set forth in that certain Services Agreement dated as of February 24, 2011, among Resource Capital Asset Management, LLC (a subsidiary of the Company) and Apidos Capital Management, LLC.

SECTION 9. EXPENSES OF THE COMPANY. The Company shall pay all of its expenses and shall reimburse the Manager and its Affiliates for documented expenses of the Manager and its Affiliates incurred on the Company's behalf (collectively, the "Expenses"). Expenses include all costs and expenses which are expressly designated elsewhere in this Agreement as the Company's, together with the following:

- (a) expenses in connection with the issuance and transaction costs incident to the acquisition, disposition and financing of Investments;
- (b) costs of legal, tax, accounting, consulting, auditing, administrative and other similar services rendered for the Company by providers retained by the Manager or, if provided by the employees of the Manager or its Affiliates, in amounts which are no greater than those which would be payable to outside professionals or consultants engaged to perform such services pursuant to agreements negotiated on an arm's-length basis;
- (c) per loan underwriting and review fees in connection with valuations of and potential investments in certain subordinate commercial mortgage pass-through certificates, in amounts approved by a majority of the Independent Directors from time to time;
- (d) the compensation and expenses of the Company's directors and the cost of liability insurance to indemnify the Company's directors and officers;
- (e) costs associated with the establishment and maintenance of any credit facilities and other indebtedness of the Company (including commitment fees, accounting fees, legal fees, closing and other costs) or any securities offerings of the Company;
- (f) expenses connected with communications to holders of securities of the Company or its Subsidiaries and other bookkeeping and clerical work necessary in maintaining relations with holders of such securities and in complying with the continuous reporting and other requirements of governmental bodies or agencies, including, without limitation, all costs of preparing and filing required reports with the Securities and Exchange Commission, the costs (including transfer agent and registrar costs) in connection with the listing and/or trading of the Company's securities on any exchange or inter-dealer quotation system, the fees to any such exchange or inter-dealer quotation system in connection with its listing, costs of complying with the rules, regulations or policies of such exchange or inter-dealer quotation system, costs of preparing, printing and mailing the Company's annual report to its stockholders and proxy materials with respect to any meeting of the stockholders of the Company;

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(g) the allocable costs associated with any computer software or hardware, electronic equipment or purchased information technology services from third party vendors that is used for the Company;

(h) expenses incurred by managers, officers, employees and agents of the Manager and its Affiliates for travel on the Company's behalf and other out-of-pocket expenses incurred by managers, officers, employees and agents of the Manager and its Affiliates in connection with the purchase, financing, refinancing, sale or other disposition of an Investment or establishment and maintenance of any credit facilities and other indebtedness or any securities offerings of the Company;

(i) the allocable costs and expenses incurred with respect to market information systems and publications, research publications and materials, and settlement, clearing and custodial fees and expenses;

(j) compensation and expenses of the Company's custodian and transfer agent, if any;

(k) the costs of maintaining compliance with all federal, state and local rules and regulations or any other regulatory agency;

(l) all taxes and license fees;

(m) all insurance costs incurred in connection with the operation of the Company's business except for the costs attributable to the insurance that the Manager elects to carry for itself and its employees;

(n) costs and expenses incurred in contracting with third parties, including Affiliates of the Manager, for the servicing and special servicing of assets of the Company;

(o) all other costs and expenses relating to the Company's business and investment operations, including, without limitation, the costs and expenses of acquiring, owning, protecting, maintaining, developing and disposing of Investments, including appraisal, reporting, audit and legal fees;

(p) expenses relating to any office(s) or office facilities, including but not limited to disaster backup recovery sites and facilities, maintained for the Company or Investments separate from the office or offices of the Manager;

(q) expenses connected with the payments of interest, dividends or distributions in cash or any other form authorized or caused to be made by the Board of Directors to or on account of the holders of securities of the Company or its Subsidiaries, including, without limitation, in connection with any dividend reinvestment plan;

(r) any judgment or settlement of pending or threatened proceedings (whether civil, criminal or otherwise) against the Company or any Subsidiary, or against any trustee, director or officer of the Company or of any Subsidiary in his or her capacity as such for which the Company or any Subsidiary is required to indemnify such trustee, director or officer by any court or governmental agency, or settlement of pending or threatened proceedings or by the charter and bylaws of the Company;

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(s) the allocable portion of rent, telephone, utilities, office furniture, equipment, machinery and other office, internal and overhead expenses of the Manager and its Affiliates required for the Company's operations; and

(t) all other expenses actually incurred by the Manager or its Affiliates which are reasonably necessary for the performance by the Manager of its duties and functions under this Agreement.

Without regard to the amount of compensation received under this Agreement by the Manager, the Manager shall bear the expense of the wages, salaries and benefits of the Manager's officers and employees, with the exception that the Company shall bear the expense of the personnel described in the penultimate and final sentences of Section 3(a) hereof, in proportion to such personnel's percentage of time dedicated to the operations of the Company.

The provisions of this Section 9 shall survive the expiration or earlier termination of this Agreement to the extent such expenses have previously been incurred or are incurred in connection with such expiration or termination.

#### SECTION 10. CALCULATIONS OF EXPENSES.

The Manager shall prepare a statement documenting the Expenses of the Company and the Expenses incurred by the Manager on behalf of the Company during each calendar month, and shall deliver such statement to the Company within 20 days after the end of each calendar month. Expenses incurred by the Manager on behalf of the Company shall be reimbursed by the Company to the Manager on the first business day of the month immediately following the date of delivery of such statement; *provided, however*, that such reimbursements may be offset by the Manager against amounts due to the Company. The provisions of this Section 10 shall survive the expiration or earlier termination of this Agreement.

#### SECTION 11. LIMITS OF MANAGER RESPONSIBILITY; INDEMNIFICATION.

(a) The Manager assumes no responsibility under this Agreement other than to render the services called for under this Agreement in good faith and shall not be responsible for any action of the Board of Directors in following or declining to follow any advice or recommendations of the Manager, including as set forth in Section 7(b) of this Agreement. The Manager, its members, managers, officers, employees and Affiliates (including Resource America) will not be liable to the Company or any Subsidiary, to the Board of Directors, or the Company's or any Subsidiary's stockholders or partners for any acts or omissions by the Manager, its members, managers, officers, employees or Affiliates (including Resource America), pursuant to or in accordance with this Agreement, except by reason of acts constituting bad faith, willful misconduct, gross negligence or reckless disregard of the Manager's duties under this Agreement. The Company shall, to the full extent lawful, reimburse, indemnify and hold the Manager, its members, managers, officers, employees and Affiliates (including Resource America) and each other Person, if any, controlling the Manager (each, an "Indemnified Party"), harmless of and from any and all expenses, losses, damages, liabilities, demands, charges and claims of any nature whatsoever (including attorneys' fees) in respect of or arising from any acts or omissions of such Indemnified Party made in good faith in the performance of the Manager's duties under this Agreement and not constituting such Indemnified Party's bad faith, willful misconduct, gross negligence or reckless disregard of the Manager's duties under this Agreement.

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(b) The Manager and Resource America, jointly and severally, shall, to the full extent lawful, reimburse, indemnify and hold the Company, its stockholders, directors, officers and employees and each other Person, if any, controlling the Company (each, a “Company Indemnified Party”), harmless of and from any and all expenses, losses, damages, liabilities, demands, charges and claims of any nature whatsoever (including attorneys’ fees) in respect of or arising from the Manager’s bad faith, willful misconduct, gross negligence or reckless disregard of its duties under this Agreement or any claims by Manager’s employees relating to the terms and conditions of their employment by Manager.

SECTION 12. NO JOINT VENTURE. Nothing in this Agreement shall be construed to make the Company, the Manager and Resource America partners or joint venturers or impose any liability as such on either of them.

SECTION 13. TERM; TERMINATION.

(a) Until this Agreement is terminated in accordance with its terms, this Agreement shall be in effect until March 31, 2018 (the “Current Term”) and shall be automatically renewed for a one-year term on that date and each anniversary date thereafter (a “Renewal Term”) unless at least two-thirds of the Independent Directors or the holders of at least a majority of the outstanding Common Shares agree not to automatically renew because (i) there has been unsatisfactory performance by the Manager that is materially detrimental to the Company or (ii) the compensation payable to the Manager hereunder is unfair; *provided*, that the Company shall not have the right to terminate this Agreement under clause (ii) above if the Manager agrees to continue to provide the services under this Agreement at a fee that at least two-thirds of the Independent Directors determines to be fair pursuant to the procedure set forth below. If the Company elects not to renew this Agreement at the expiration of the Current Term or any Renewal Term as set forth above, the Company shall deliver to the Manager prior written notice (the “Termination Notice”) of the Company’s intention not to renew this Agreement based upon the terms set forth in this Section 13(a) not less than 180 days prior to the expiration of the then existing term. If the Company so elects not to renew this Agreement, the Company shall designate the date (the “Effective Termination Date”), not less than 180 days from the date of the notice, on which the Manager shall cease to provide services under this Agreement and this Agreement shall terminate on such date; *provided, however*, that in the event that such Termination Notice is given in connection with a determination that the compensation payable to the Manager is unfair, the Manager shall have the right to renegotiate such compensation by delivering to the Company, no fewer than forty-five (45) days prior to the prospective Effective Termination Date, written notice (any such notice, a “Notice of Proposal to Negotiate”) of its intention to renegotiate its compensation under this Agreement. Thereupon, the Company (represented by the Independent Directors) and the Manager shall endeavor to negotiate in good faith the revised compensation payable to the Manager under this Agreement. Provided that the Manager and at least two-thirds of the Independent Directors agree to the terms of the revised compensation to be payable to the Manager within 45 days following the receipt of the Notice of Proposal to Negotiate, the Termination Notice shall be deemed of no force and effect and this Agreement shall continue in full force and effect on the terms stated in this Agreement, except that the compensation payable to the Manager hereunder shall be the revised compensation then agreed upon by the parties to this Agreement. The Company and the Manager agree to execute and deliver an amendment to this Agreement setting forth such revised compensation promptly upon reaching an agreement regarding same. In the event that the Company and the Manager are unable to agree to the terms of the revised compensation to be payable to the Manager during such 45 day period, this Agreement shall terminate, such termination to be effective on the date which is the later of (A) ten (10) days following the end of such 45 day period and (B) the Effective Termination Date originally set forth in the Termination Notice.

(b) In the event that this Agreement is terminated in accordance with the provisions of Section 13(a) of this Agreement, the Company shall pay to the Manager, on the date on which such termination is effective, a termination fee (the “Termination Fee”) equal to the amount of four times the sum of the average annual Base Management Fee and the average annual Incentive Compensation earned by the Manager during the two 12-month periods immediately preceding the date of such termination, calculated as of the end of the most recently completed fiscal quarter prior to the date of termination. The obligation of the Company to pay the Termination Fee shall survive the termination of this Agreement.

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(c) No later than 180 days prior to the expiration of the Current Term or any Renewal Term, the Manager may deliver written notice to the Company informing it of the Manager's intention to decline to renew this Agreement, whereupon this Agreement shall not be renewed and extended and this Agreement shall terminate effective upon expiration of the then current term.

(d) If this Agreement is terminated pursuant to this Section 13, such termination shall be without any further liability or obligation of either party to the other, except as provided in Sections 6, 9, 10, 13(b) and 16 of this Agreement. In addition, Sections 8(i) (including the provisions of Exhibit B) and 11 of this Agreement shall survive termination of this Agreement.

#### SECTION 14. ASSIGNMENT.

(a) Except as set forth in Section 14(b) of this Agreement, this Agreement shall terminate automatically in the event of its assignment, in whole or in part, by the Manager, unless such assignment is consented to in writing by the Company with the consent of a majority of the Independent Directors. Any such permitted assignment shall bind the assignee under this Agreement in the same manner as the Manager is bound, and the Manager shall be liable to the Company for all errors or omissions of the assignee under any such assignment. In addition, the assignee shall execute and deliver to the Company a counterpart of this Agreement naming such assignee as Manager. This Agreement shall not be assigned by the Company without the prior written consent of the Manager, except in the case of assignment by the Company to another REIT or other organization which is a successor (by merger, consolidation or purchase of assets) to the Company, in which case such successor organization shall be bound under this Agreement and by the terms of such assignment in the same manner as the Company is bound under this Agreement.

(b) Notwithstanding any provision of this Agreement, the Manager may subcontract and assign any or all of its responsibilities under Sections 2(b), 2(c) and 2(d) of this Agreement to any of its Affiliates in accordance with the terms of this Agreement applicable to any such subcontract or assignment, and the Company hereby consents to any such assignment and subcontracting. In addition, provided that the Manager provides prior written notice to the Company for informational purposes only, nothing contained in this Agreement shall preclude any pledge, hypothecation or other transfer of any amounts payable to the Manager under this Agreement.

#### SECTION 15. TERMINATION FOR CAUSE.

(a) The Company may terminate this Agreement effective upon thirty (30) days' prior written notice of termination from the Company to the Manager, without payment of any Termination Fee, if (i) the Manager materially breaches any provision of this Agreement and such breach shall continue for a period of 30 days after the Manager's receipt of written notice thereof specifying such breach and requesting that the same be remedied in such 30 day period, (ii) the Manager engages in any act of fraud, misappropriation of funds, or embezzlement against the Company, (iii) there is an event of any gross negligence on the part of the Manager in the performance of its duties under this Agreement, (iv) there is a Change of Control of the Manager and a majority of the Independent Directors determines, in their sole discretion, at any point during the 18 months following such Change of Control, that such Change of Control was detrimental to the ability of the Manager to perform its duties hereunder in substantially the manner conducted prior to such Change of Control, or (v) there is entered an order for relief or similar decree or order with respect to the Manager by a court having competent jurisdiction in an involuntary case under the federal bankruptcy laws as now or hereafter constituted or under any applicable federal or state bankruptcy, insolvency or other similar laws; or (vi) the Manager (A) ceases, or admits in writing its inability to pay its debts as they become due and payable, or makes a general assignment for the benefit of, or enters into an composition or arrangement with, creditors; (B) applies for, or consents (by admission of material allegations of a petition or otherwise) to a sequestrator (or other similar official) of the Manager or of any substantial part of its properties or assets, or authorizes such an application or consent, or proceedings seeking such appointment are commenced without such authorization, consent or application against the Manager and continue undismissed for 60 days; (C) authorizes or files a voluntary petition in bankruptcy, or applies for or consents (by admission of material allegations of a petition or otherwise) to the application of any bankruptcy, reorganization, arrangement, readjustment of debt, insolvency, dissolution, liquidation or other similar law of any jurisdiction, or authorizes such application or consent, or proceedings to such end are instituted against the Manager without such authorization, application or consent and are approved as properly instituted and remain undismissed for 60 days or result in adjudication of bankruptcy or insolvency; or (D) permits or suffers all or any substantial part of its properties or assets to be sequestered or attached by court order and the order remains undismissed for 60 days.

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(b) The Manager agrees that if any of the events specified above occur, it will give prompt written notice thereof to the Company's Board of Directors after the occurrence of such event.

(c) The Manager may terminate this Agreement effective upon sixty (60) days' prior written notice of termination to the Company in the event that the Company shall default in the performance or observance of any material term, condition or covenant contained in this Agreement and such default shall continue for a period of 30 days after written notice thereof specifying such default and requesting that the same be remedied in such 30 day period.

(d) The Manager may terminate this Agreement, without the Company being required to pay the Termination Fee, in the event the Company becomes regulated as an "investment company" under the Investment Company Act, with such termination deemed to have occurred immediately prior to such event.

SECTION 16. ACTION UPON TERMINATION. From and after the effective date of termination of this Agreement, pursuant to Sections 13, 14, or 15 of this Agreement, the Manager shall not be entitled to compensation for further services under this Agreement, but shall be paid all compensation accruing to the date of termination and, if terminated pursuant to Section 13 or Section 15(c), the applicable Termination Fee. Upon such termination, the Manager shall forthwith:

(i) after deducting any accrued compensation and reimbursement for its Expenses to which it is then entitled, pay over to the Company or a Subsidiary all money collected and held for the account of the Company or a Subsidiary pursuant to this Agreement;

(ii) deliver to the Board of Directors a full accounting, including a statement showing all payments collected by it and a statement of all money held by it, covering the period following the date of the last accounting furnished to the Board of Directors with respect to the Company or a Subsidiary; and

(iii) deliver to the Board of Directors all property and documents of the Company or any Subsidiary then in the custody of the Manager.

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SECTION 17. RELEASE OF MONEY OR OTHER PROPERTY UPON WRITTEN REQUEST. The Manager agrees that any money or other property of the Company or Subsidiary held by the Manager under this Agreement shall be held by the Manager as custodian for the Company or Subsidiary, and the Manager's records shall be appropriately marked clearly to reflect the ownership of such money or other property by the Company or such Subsidiary. Upon the receipt by the Manager of a written request signed by a duly authorized officer of the Company requesting the Manager to release to the Company or any Subsidiary any money or other property then held by the Manager for the account of the Company or any Subsidiary under this Agreement, the Manager shall release such money or other property to the Company or any Subsidiary within a reasonable period of time, but in no event later than sixty (60) days following such request. The Manager shall not be liable to the Company, any Subsidiary, the Independent Directors, or the Company's or a Subsidiary's stockholders or partners for any acts performed or omissions to act by the Company or any Subsidiary in connection with the money or other property released to the Company or any Subsidiary in accordance with the second sentence of this Section 17. The Company and any Subsidiary shall indemnify the Manager and its members, managers, officers and employees against any and all expenses, losses, damages, liabilities, demands, charges and claims of any nature whatsoever, which arise in connection with the Manager's release of such money or other property to the Company or any Subsidiary in accordance with the terms of this Section 17. Indemnification pursuant to this provision shall be in addition to any right of the Manager to indemnification under Section 11 of this Agreement.

SECTION 18. REPRESENTATIONS AND WARRANTIES.

(a) The Company hereby represents and warrants to the Manager as follows:

(i) The Company is duly organized, validly existing and in good standing under the laws of the State of Maryland, has the corporate power to own its assets and to transact the business in which it is now engaged and is duly qualified as a foreign corporation and in good standing under the laws of each jurisdiction where its ownership or lease of property or the conduct of its business requires such qualification, except for failures to be so qualified, authorized or licensed that could not in the aggregate have a material adverse effect on the business operations, assets or financial condition of the Company.

(ii) The Company has the corporate power and authority to execute, deliver and perform this Agreement and all obligations required hereunder and has taken all necessary corporate action to authorize this Agreement on the terms and conditions hereof and the execution, delivery and performance of this Agreement and all obligations required hereunder. No consent of any other person including, without limitation, stockholders or creditors of the Company, and no license, permit, approval or authorization of, exemption by, notice or report to, or registration, filing or declaration with, any governmental authority is required by the Company in connection with this Agreement or the execution, delivery or performance of this Agreement and all obligations required hereunder. This Agreement has been, and each instrument or document required hereunder will be, executed and delivered by a duly authorized officer of the Company, and this Agreement constitutes, and each instrument or document required hereunder when executed and delivered hereunder will constitute, the valid and binding obligation of the Company enforceable against the Company in accordance with its terms.



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(iii) The execution, delivery and performance of this Agreement and the documents or instruments required hereunder will not violate any provision of any existing law or regulation binding on the Company, or any order, judgment, award or decree of any court, arbitrator or governmental authority binding on the Company, or the charter or bylaws of, or any securities issued by, the Company or of any mortgage, indenture, lease, contract or other agreement, instrument or undertaking to which the Company is a party or by which the Company or any of its assets may be bound, the violation of which would have a material adverse effect on the business operations, assets or financial condition of the Company, and will not result in, or require, the creation or imposition of any lien on any of its property, assets or revenues pursuant to the provisions of any such mortgage, indenture, lease, contract or other agreement, instrument or undertaking.

(b) The Manager hereby represents and warrants to the Company as follows:

(i) The Manager is duly organized, validly existing and in good standing under the laws of the State of Delaware, has the corporate power to own its assets and to transact the business in which it is now engaged and is duly qualified to do business and is in good standing under the laws of each jurisdiction where its ownership or lease of property or the conduct of its business requires such qualification, except for failures to be so qualified, authorized or licensed that could not in the aggregate have a material adverse effect on the business operations, assets or financial condition of the Manager and its Subsidiaries, taken as a whole.

(ii) The Manager has the corporate power and authority to execute, deliver and perform this Agreement and all obligations required hereunder and has taken all necessary corporate action to authorize this Agreement on the terms and conditions hereof and the execution, delivery and performance of this Agreement and all obligations required hereunder. No consent of any other person including, without limitation, stockholders or creditors of the Manager, and no license, permit, approval or authorization of, exemption by, notice or report to, or registration, filing or declaration with, any governmental authority is required by the Manager in connection with this Agreement or the execution, delivery or performance of this Agreement and all obligations required hereunder. This Agreement has been, and each instrument or document required hereunder will be, executed and delivered by a duly authorized agent of the Manager, and this Agreement constitutes, and each instrument or document required hereunder when executed and delivered hereunder will constitute, the valid and binding obligation of the Manager enforceable against the Manager in accordance with its terms.

(iii) The execution, delivery and performance of this Agreement and the documents or instruments required hereunder, will not violate any provision of any existing law or regulation binding on the Manager, or any order, judgment, award or decree of any court, arbitrator or governmental authority binding on the Manager, or the charter or bylaws of, or any securities issued by, the Manager or of any mortgage, indenture, lease, contract or other agreement, instrument or undertaking to which the Manager is a party or by which the Manager or any of its assets may be bound, the violation of which would have a material adverse effect on the business operations, assets or financial condition of the Manager and its subsidiaries, taken as a whole, and will not result in, or require, the creation or imposition of any lien on any of its property, assets or revenues pursuant to the provisions of any such mortgage, indenture, lease, contract or other agreement, instrument or undertaking.

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(c) Resource America hereby represents and warrants to the Company as follows:

(i) Resource America is duly organized, validly existing and in good standing under the laws of the State of Delaware, has the corporate power to own its assets and to transact the business in which it is now engaged and is duly qualified to do business and is in good standing under the laws of each jurisdiction where its ownership or lease of property or the conduct of its business requires such qualification, except for failures to be so qualified, authorized or licensed that could not in the aggregate have a material adverse effect on the business operations, assets or financial condition of Resource America and its Subsidiaries, taken as a whole.

(ii) Resource America has the corporate power and authority to execute, deliver and perform this Agreement and all obligations required hereunder and has taken all necessary corporate action to authorize this Agreement on the terms and conditions hereof and the execution, delivery and performance of this Agreement and all obligations required hereunder. No consent of any other person including, without limitation, stockholders or creditors of Resource America, and no license, permit, approval or authorization of, exemption by, notice or report to, or registration, filing or declaration with, any governmental authority is required by Resource America in connection with this Agreement or the execution, delivery or performance of this Agreement and all obligations required hereunder. This Agreement has been, and each instrument or document required hereunder will be, executed and delivered by a duly authorized agent of Resource America, and this Agreement constitutes, and each instrument or document required hereunder when executed and delivered hereunder will constitute, the valid and binding obligation of Resource America enforceable against Resource America in accordance with its terms.

(iii) The execution, delivery and performance of this Agreement and the documents or instruments required hereunder, will not violate any provision of any existing law or regulation binding on Resource America, or any order, judgment, award or decree of any court, arbitrator or governmental authority binding on Resource America, or the charter or bylaws of, or any securities issued by, Resource America or of any mortgage, indenture, lease, contract or other agreement, instrument or undertaking to which Resource America is a party or by which Resource America or any of its assets may be bound, the violation of which would have a material adverse effect on the business operations, assets or financial condition of Resource America and its subsidiaries, taken as a whole, and will not result in, or require, the creation or imposition of any lien on any of its property, assets or revenues pursuant to the provisions of any such mortgage, indenture, lease, contract or other agreement, instrument or undertaking.

SECTION 19. NOTICES. Unless expressly provided otherwise in this Agreement, all notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when delivered against receipt or upon actual receipt of (i) personal delivery, (ii) delivery by reputable overnight courier, (iii) delivery by facsimile transmission with telephonic confirmation or (iv) delivery by registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

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(a) If to the Company:

Resource Capital Corp.  
c/o C-III Capital Partners LLC  
717 Fifth Avenue  
New York, NY 10022  
Attention: Chief Executive Officer

(b) If to Resource America:

Resource America, Inc.  
1845 Walnut Street, 18<sup>th</sup> Floor  
Philadelphia, PA 19103  
Attention: Chief Legal Officer

(c) If to the Manager:

Resource Capital Manager, Inc.  
c/o C-III Capital Partners LLC  
717 Fifth Avenue  
New York, NY 10022  
Attention: President

With a copy to:

Resource America, Inc.  
1845 Walnut Street, 18<sup>th</sup> Floor  
Philadelphia, PA 19103  
Attention: Chief Legal Officer

Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this Section 19 for the giving of notice.

SECTION 20. BINDING NATURE OF AGREEMENT; SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns as provided in this Agreement. Each of the Company, the Manager and Resource America agrees that the representations, warranties, covenants and agreements of the Company contained herein are made on behalf of the Company and its wholly-owned Subsidiaries for the benefit of each of the Manager and Resource America, and the representations, warranties, covenants and agreements of each of the Manager and Resource America are for the benefit of the Company and its wholly-owned Subsidiaries.

SECTION 21. ENTIRE AGREEMENT. This Agreement contains the entire agreement and understanding among the parties hereto with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter of this Agreement. The express terms of this Agreement control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms of this Agreement. This Agreement may not be modified or amended other than by an agreement in writing signed by the parties hereto.

SECTION 22. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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SECTION 23. NO WAIVER; CUMULATIVE REMEDIES. No failure to exercise and no delay in exercising, on the part of any party hereto, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law. No waiver of any provision hereto shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

SECTION 24. COSTS AND EXPENSES. Each party hereto shall bear its own costs and expenses (including the fees and disbursements of counsel and accountants) incurred in connection with the negotiations and preparation of and the closing under this Agreement, and all matters incident thereto.

SECTION 25. HEADINGS. The headings of the sections of this Agreement have been inserted for convenience of reference only and shall not be deemed part of this Agreement.

SECTION 26. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts of this Agreement, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

SECTION 27. SEVERABILITY. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 28. GENDER. Words used herein regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

RESOURCE CAPITAL CORP.

By: /s/ Matthew J. Stern

Name: Matthew J. Stern

Title: President

RESOURCE CAPITAL MANAGER, INC.

By: /s/ Robert C. Lieber

Name: Robert C. Lieber

Title: Chief Executive Officer

RESOURCE AMERICA, INC.

By: /s/ Thomas C. Elliott

Name: Thomas C. Elliott

Title: Executive Vice President and Chief Financial Officer

**RESOURCE CAPITAL MANAGER, INC.**

**CONFLICTS OF INTEREST POLICY**

The Manager, by itself and through its affiliates, including Resource America and C-III Capital Partners LLC and their respective subsidiaries (collectively, "Resource"), provides investment advisory services and manages the assets and day-to-day operations of various entities, including Resource Capital Corp. (the "Company"). Resource is responsible for all activities relating to the assets and operations of the Company and, in such capacity, hereby sets forth the following policies with respect to conflicts of interest that might arise among the Company and Resource's other advisees:

- (a) Except with the approval of a majority of the Independent Directors, the Company will not be permitted to invest in any investment fund, collateralized loan obligation or collateralized debt obligation (each, an "Investment Vehicle") structured, co-structured or managed by Resource other than those structured, co-structured or managed primarily on the Company's behalf. If the Company does invest in any Investment Vehicle that has other investors, Resource will waive, or refund to the Company, any base asset management fees allocable to the Company in respect of its investment in such Investment Vehicle.
- (b) Except with the approval of a majority of the Independent Directors, the Company will not be permitted to enter into any transaction with Resource or any investment entity or fund managed or advised by Resource (collectively, "Other Clients"), including but not limited to purchasing any investment from, or selling any investment to, Resource or an Other Client, except that the Company may purchase an investment originated by Resource either (i) within 60 days before such investment is acquired by the Company or (ii) with the specific intent to sell such investment to the Company.
- (c) Investments that may be appropriate for the Company, on the one hand, and one or more of Resource or Other Clients, on the other hand, will be allocated as between the Company, Resource and such Other Clients in accordance with Resource's allocation policies and procedures in effect from time to time.

Resource may make exceptions to these general policies when circumstances render the application thereof inequitable or uneconomic.

### Registration Rights Agreements

1. Piggyback Rights. The Manager and any Permitted Transferee (as hereinafter defined) shall have the unlimited right to piggyback on to any registration statement of the Company (other than a registration statement on Form S-4 or Form S-8 or any successor form); *provided, however*, that in the event of an underwritten offering, the managing underwriters may exclude the shares of the Manager and any Permitted Transferee to the same extent and in the same proportion that shares of holders (other than the Company) are excluded, if the managing underwriters determine in good faith that marketing factors require a limitation on the number of shares to be included in such offering.

2. Demand Rights. The Manager and any Permitted Transferee shall also have the right to require the Company to prepare, file and maintain at all times such number of registration statements as are specified in the next sentence of this Section 2(a) exclusively for the resale of the stock portion of the Incentive Compensation (the "Incentive Shares"). The Manager and any Permitted Transferee shall be entitled to (i) an unlimited number of registrations on Form S-3 or any successor or replacement forms and (ii) if the Management Agreement terminates and the Company is not then eligible to use Form S-3 or any successor or replacement form, a single registration on such other form as the Company is then eligible to use. Notwithstanding anything herein to the contrary, the demand rights described herein may only be exercised upon request of the Manager and any Permitted Transferee, in the case of clause (i), who hold in the aggregate at least twenty percent (20%) of all outstanding Incentive Shares and, in the case of clause (ii), who hold in the aggregate at least one-third of all outstanding Incentive Shares.

3. Registration Procedures. The Company shall use its commercially reasonable efforts to effect or cause to be effected the registration of the Incentive Shares under the Securities Act of 1933, as amended (the "Securities Act"), to permit the resale of the Incentive Shares by the Manager or any Permitted Transferee.

4. Expenses. The Company shall bear all expenses of registration, including its professional fees and registration and filing fees with the SEC, state securities administrators and applicable stock exchanges, and printing, word processing and delivery and distribution fees with respect to any registration statement, prospectus (preliminary or final), or any amendments or supplements thereto, and reasonable fees and disbursements of one counsel to the Manager and any Permitted Transferees, provided, however, the Company shall not be liable for the underwriting discounts and commissions associated with the sale of the Incentive Shares.

5. Successors and Assigns; Permitted Transferees. The agreements in this Exhibit B shall inure to the benefit of and be binding upon the successors and assigns of each of the Company and the Manager. For purposes of this Exhibit B, the term "Permitted Transferee" shall mean each person or entity to whom the Manager transfers any Incentive Shares.

6. Indemnification and Contribution. (a) The Company agrees to indemnify and hold harmless (i) the Manager and its Permitted Transferees and (ii) each person, if any, who controls the Manager and its Permitted Transferees within the meaning of the Securities Act or the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and (iii) the respective officers, directors, partners, employees, representatives and agents of the Manager and its Permitted Transferees or any person who controls any of the foregoing (each person referred to in clause (i), (ii) or (iii) are referred to collectively as the "Indemnified Parties"), from and against any losses, claims, damages or liabilities, joint or several, or any actions in respect thereof (including, but not limited to, any losses, claims, damages, judgments, expenses, liabilities or actions relating to purchases and sales of the Incentive Shares) to which each Indemnified Party may become subject under the Securities Act, the Exchange Act or otherwise, insofar as such losses, claims, damages, judgments, expenses, liabilities or actions arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in a registration statement or prospectus, including any document incorporated by reference therein, or in any amendment or supplement thereto or in any preliminary prospectus relating to a registration statement, or arise out of, or are based upon, the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and shall reimburse, as incurred, the Indemnified Parties for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action in respect thereof; *provided, however*, that (i) the Company shall not be liable in any such case to the extent that such loss, claim, damage or liability arises out of or is based upon any untrue statement or alleged untrue statement or omission or alleged omission made in a registration statement or prospectus, or in any amendment or supplement thereto or in any preliminary prospectus relating to a registration statement, in reliance upon and in conformity with written information pertaining to the Manager or its Permitted Transferees or furnished to the Company by or on behalf of the Manager or its Permitted Transferees specifically for inclusion therein and (ii) with respect to any untrue statement or omission or alleged untrue statement or omission made in any preliminary prospectus relating to a registration statement, the indemnity agreement contained in this subsection (a) shall not inure to the benefit of the Manager or any Permitted Transferee from whom the person asserting any such losses, claims, damages or liabilities purchased the Incentive Shares concerned, to the extent that a prospectus relating to such Incentive Shares was required to be delivered by the Manager or such Permitted Transferee, as the case may be, under the Securities Act in connection with such purchase and any such loss, claim, damage or liability of the Manager or such Permitted Transferee results from the fact that there was not sent or given to such person, at or prior to the written confirmation of the sale of such Incentive Shares to such person, a copy of the final prospectus if the Company had previously furnished copies thereof to the Manager or such Permitted Transferee; *provided further, however*, that this indemnity agreement will be in addition to any liability which the Company may otherwise have to such Indemnified Party. The Company shall also indemnify underwriters, their officers and directors and each person who controls such underwriters within the meaning of the Securities Act or the Exchange Act to the same extent as provided above with respect to the indemnification of the Manager or any Permitted Transferee if requested by the Manager or such Permitted Transferee.

(b) In connection with any registration statement in which the Manager or a Permitted Transferee is participating and as a condition to such participation, the Manager and such Permitted Transferee, severally and not jointly, will indemnify and hold harmless the Company, its officers, directors, partners, employees, representatives, agents and investment advisers and each person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act (the "Company Indemnified Persons") from and against any losses, claims, damages or liabilities or any actions in respect thereof, to which the Company or any such controlling person may become subject under the Securities Act, the Exchange Act or otherwise, insofar as such losses, claims, damages, liabilities or actions arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the registration statement or prospectus or in any amendment or supplement thereto or in any preliminary prospectus relating to the registration statement, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, but in each case only to the extent that the untrue statement or omission or alleged untrue statement or omission was made in reliance upon and in conformity with written information pertaining to the Manager or such Permitted Transferee or furnished to the Company by or on behalf of the Manager or such Permitted Transferee specifically for inclusion therein; and, subject to the limitation set forth immediately preceding this clause, shall reimburse, as incurred, the Company or any Company Indemnified Person for any legal or other expenses reasonably incurred by the Company or such Company Indemnified Person in connection with investigating or defending any loss, claim, damage, liability or action in respect thereof. This indemnity agreement will be in addition to any liability which the Manager or such Permitted Transferee may otherwise have to the Company or any Company Indemnified Person.



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(c) Promptly after receipt by an indemnified party under this Section 6 of notice of the commencement of any action or proceeding (including a governmental investigation), such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 6, notify the indemnifying party of the commencement thereof; but the failure to notify the indemnifying party shall not relieve it from any liability that it may have under subsection (a) or (b) above except to the extent that it has been materially prejudiced by such failure; and *provided further* that the failure to notify the indemnifying party shall not relieve it from any liability that it may have to an indemnified party otherwise than under subsection (a) or (b) above. In case any such action is brought against any indemnified party, and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who may be counsel to the indemnifying party unless, in the reasonable judgment of the indemnified party, a potential conflict exists), and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof the indemnifying party will not be liable to such indemnified party under this Section 6 for any legal or other expenses, other than reasonable costs of investigation, subsequently incurred by such indemnified party in connection with the defense thereof. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened action in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party unless such settlement (i) includes any unconditional release of such indemnified party from all liability on any claims that are the subject matter of such action, and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

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(d) If the indemnification provided for in this Section 6 is unavailable or insufficient to hold harmless an indemnified party under subsections (a) or (b) above, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to in subsection (a) or (b) above in such proportion as is appropriate to reflect the relative fault of the indemnifying party or parties on the one hand and the indemnified party on the other in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities (or actions in respect thereof) as well as any other relevant equitable considerations. The relative fault of the parties shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or the Manager or such Permitted Transferee or such other indemnified party, as the case may be, on the other, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The amount paid by an indemnified party as a result of the losses, claims, damages or liabilities referred to in the first sentence of this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any action or claim which is the subject of this subsection (d). Notwithstanding any other provision of this Section 6(d), neither the Manager nor any Permitted Transferee shall be required to contribute any amount in excess of the amount by which the net proceeds received by the Manager or such Permitted Transferee from the sale of the Incentive Shares pursuant to the registration statement exceeds the amount of damages which the Manager or such Permitted Transferees have otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this paragraph (d), each person, if any, who controls such indemnified party within the meaning of the Securities Act or the Exchange Act shall have the same rights to contribution as such indemnified party and each person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act shall have the same rights to contribution as the Company.

(e) The agreements contained in this Section 6 shall survive the sale of the Incentive Shares pursuant to a registration statement and shall remain in full force and effect, regardless of any termination or cancellation of the Management Agreement or any investigation made by or on behalf of any indemnified party.

## STRATEGIC PLAN ASSETS

In November 2016, the Board of Directors approved a strategic plan (the “Plan”), which included, among other things, disposing of certain non-core businesses and investments and underperforming legacy commercial real estate loans owned by the Company or a Subsidiary (“Strategic Plan Assets”). As part of the Plan, certain Strategic Plan Assets were reclassified as discontinued operations (“Discops”) and/or assets held for sale (“AHFS”) during the fourth quarter of 2016. The following table delineates, by business segment, the Strategic Plan Assets owned by the Company or a Subsidiary at September 30, 2017 and their respective net book values at September 30, 2017 (in millions):

	Net Book Value at September 30, 2017
<b>Discops and AHFS</b>	
Legacy CRE Loans	\$ 78.5
Middle Market Loans	29.2
Residential Mortgage Lending Segment	19.0
Other AHFS	6.6
<b>Subtotal—Discops and AHFS</b>	<b>\$ 133.3</b>
<b>Investments in Unconsolidated Entities</b>	<b>12.3</b>
<b>Commercial Finance Assets</b>	<b>3.5</b>
<b>Total</b>	<b>\$ 149.1</b>

**Resource Capital Corp. Announces Full Redemption of its 8.50% Series A Cumulative Redeemable Preferred Stock, Partial Redemption of its 8.25% Series B Cumulative Redeemable Preferred Stock and Quarterly Cash Dividends for Preferred Stock**

NEW YORK, NY, December 18, 2017 — Resource Capital Corp. (NYSE: RSO) (the “Company”) today announced that it will redeem on January 31, 2018 (the “Redemption Date”) all shares of its 8.50% Series A Cumulative Redeemable Preferred Stock (the “Series A Preferred Stock”) outstanding on the Redemption Date and 930,983 shares of its 8.25% Series B Cumulative Redeemable Preferred Stock (the “Series B Preferred Stock”) outstanding on the Redemption Date. The shares of Series A Preferred Stock and Series B Preferred Stock will be redeemed at a redemption price of \$25.00 per share.

After the Redemption Date, dividends on all shares of Series A Preferred Stock will cease to accrue, the Series A Preferred Stock will no longer be outstanding and, therefore, all rights of the holders of such shares will terminate, except for the right of the holders to receive the cash payable upon such redemption without interest. Upon redemption, the Series A Preferred Stock will be delisted from trading on the New York Stock Exchange. Annual preferred stock dividend savings will be approximately \$2.27 million as a result of the redemption of the Series A Preferred Stock.

After the Redemption Date, dividends on the shares of Series B Preferred Stock being redeemed will cease to accrue, the redeemed shares will no longer be outstanding and, therefore, all rights of the holders of such shares will terminate, except for the right of the holders to receive the cash payable upon such redemption without interest. Annual preferred stock dividend savings will be approximately \$1.92 million as a result of the redemption of a portion of the Series B Preferred Stock.

All shares of Series A Preferred Stock and Series B Preferred Stock are held in book-entry form through the Depository Trust Company (“DTC”), and the shares of Series B Preferred Stock to be redeemed will be selected in accordance with the procedures of DTC. Payment to DTC for the redeemed shares of Series A Preferred Stock and Series B Preferred Stock will be made by American Stock Transfer & Trust Company, LLC, as redemption agent.

The notices of redemption and related materials will be mailed to the registered holders of Series A Preferred Stock and Series B Preferred Stock on or about December 20, 2017. Questions relating to, and requests for additional copies of, the notices of redemption and the related materials should be directed to the redemption agent, American Stock Transfer & Trust Company, LLC, at 6201 15<sup>th</sup> Avenue, Brooklyn, New York 11219, Attention: Reorganization Department, telephone 877-248-6417.

The Company also announced today that it will pay a cash dividend on its Series A Preferred Stock for the period from October 31, 2017 through and including January 30, 2018 in the amount of \$0.531250 per share. The dividend will be payable on January 30, 2018 to holders of record on January 2, 2018.

The Company will also pay a cash dividend on its Series B Preferred Stock for the period from October 31, 2017 through and including January 30, 2018 in the amount of \$0.515625 per share. The dividend will be payable on January 30, 2018 to holders of record on January 2, 2018.

The Company will also pay a cash dividend on its 8.625% Series C Cumulative Redeemable Preferred Stock for the period from October 31, 2017 through and including January 30, 2018 in the amount of \$0.539063 per share. The dividend will be payable on January 30, 2018 to holders of record on January 2, 2018.

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**About Resource Capital Corp.**

Resource Capital Corp. is a real estate investment trust that is primarily focused on originating, holding and managing commercial mortgage loans and other commercial real estate-related debt investments. The Company is externally managed by Resource Capital Manager, Inc., an indirect wholly-owned subsidiary of C-III Capital Partners LLC, a leading commercial real estate investment management and services company engaged in a broad range of activities.

**Forward-Looking Statements**

This press release contains certain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Such forward-looking statements can generally be identified by our use of forward-looking terminology such as “may,” “trend,” “will,” “continue,” “expect,” “intend,” “anticipate,” “estimate,” “believe,” “look forward” or other similar words or terms. Because such statements include risks, uncertainties and contingencies, actual results may differ materially from the expectations, intentions, beliefs, plans or predictions of the future expressed or implied by such forward-looking statements. Factors that can affect future results are discussed in the documents filed by the Company from time to time with the Securities and Exchange Commission. The Company undertakes no obligation to update or revise any forward-looking statement to reflect new or changing information or events after the date hereof or to reflect the occurrence of unanticipated events, except as may be required by law.

For more information, please visit the Company’s website at [www.resourcecapitalcorp.com](http://www.resourcecapitalcorp.com) or contact investor relations at [IR@resourcecapitalcorp.com](mailto:IR@resourcecapitalcorp.com).