

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

In re:
INDYMAC MORTGAGE-BACKED SECURITIES LITIGATION

CLASS ACTION
MASTER DOCKET NO. 09-Civ-04583 (LAK)

PROOF OF CLAIM AND RELEASE

GENERAL INSTRUCTIONS

1. This Proof of Claim and Release relates to two settlements in the action entitled *In re IndyMac Mortgage-Backed Securities Litigation*, Master No. 09-Civ-04583 (LAK): the Underwriter Defendant Settlement and the Individual Defendant Settlement (collectively, the "Settlements"). Many of the IndyMac mortgage certificates covered by the two Settlements overlap, but the two Settlements are not co-extensive. Lists of all applicable certificates are attached to this Proof of Claim and Release as part of the Plan of Allocation, found at Appendix A (the "Certificates"). Table A-1 lists the Underwriter Defendant Settlement Certificates and Table A-2 lists the Individual Defendant Settlement Certificates. As used herein, unless otherwise noted, "Table A" refers to both Tables A-1 and A-2. If you are a member of both settlement classes, please include all eligible Certificates in completing this form.
2. To potentially recover as a member of either or both of the settlement classes, you must complete this Proof of Claim and Release form. If you fail to file a properly addressed (as set forth in paragraph 4 below) Proof of Claim and Release, your claim may be rejected and you may be precluded from any recovery from the settlement funds created in connection with the Settlements. This Proof of Claim and Release form must be used to submit claims for both Settlements reached in the Action. Only one Proof of Claim and Release form need be submitted, even if you are member of both settlement classes.
3. Submission of this Proof of Claim and Release form, however, does not assure that you will share in the proceeds of the Settlements in the Action.
4. **YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE FORM POSTMARKED NO LATER THAN JANUARY 28, 2015, ADDRESSED AS FOLLOWS:**

IndyMac Mortgage-Backed Securities Litigation
c/o Rust Consulting, Inc.
P.O. Box 2844
Faribault, MN 55021-8598
1-877-773-8195
www.IndyMacMBSclassaction.com

5. If you are NOT a member of the Classes, as defined in (a) the Notice of Pendency of Class Action and Proposed Partial Settlement, Settlement Fairness Hearing and Motion for Reimbursement of Litigation Expenses and Interim Expenses issued pursuant to the Court's September 6, 2012 Order, and (b) the Notice of Pendency of Class Action, Proposed Settlement with Underwriter Defendants, Plan of Allocation, Final Approval Hearing for Settlement With Underwriter Defendants, Voluntary Dismissal of Defendant IndyMac MBS, Inc., and Motion for Attorneys' Fees and Reimbursement of Litigation Expenses issued pursuant to the Court's September 30, 2014 Order, DO NOT submit a Proof of Claim and Release form.
6. If you are a member of either class, you are bound by the terms of any judgment entered in the Action, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE FORM.

NOTE: Separate Proof of Claim and Release forms should be submitted for each separate legal entity (e.g., a claim from joint owners should not include separate transactions of just one of the joint owners, an individual should not combine his or her IRA transactions with transactions made solely in the individual's name). Conversely, a single Proof of Claim and Release form should be submitted on behalf of one legal entity including all transactions made by that entity no matter how many separate accounts that entity has (e.g., a corporation with multiple brokerage accounts should include all transactions in the Certificates) on one Proof of Claim and Release form, no matter how many accounts the transactions were made in.

NOTICE REGARDING ELECTRONIC FILES: Certain Claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic format. All Claimants MUST submit a manually signed paper Proof of Claim and Release form, whether or not they also submit electronic copies, either listing all their transactions or including a notation to see corresponding electronic file for all transactions. If you wish to file your claim electronically, you must contact the Claims Administrator at 1-877-773-8195 or visit their website at www.IndyMacMBSclassaction.com to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the Claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

QUESTIONS? CALL TOLL-FREE 1-877-773-8195

VISIT www.IndyMacMBSclassaction.com

OR

EMAIL: info@IndyMacMBSclassaction.com

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**MUST BE POSTMARKED
NO LATER THAN
JANUARY 28, 2015**

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In re IndyMac Mortgage-Backed Securities Litigation
Master No. 09-Civ-04583 (LAK)

PROOF OF CLAIM AND RELEASE

Use Blue or Black Ink Only

FOR OFFICIAL USE ONLY

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PART I. CLAIMANT IDENTIFICATION - Complete either Section A or B and then proceed to C. Please type or print.

A. Complete this Section **ONLY** if the Beneficial Owner is an individual, joint, or IRA account. Otherwise, proceed to B.

Last Name (Beneficial Owner)	First Name (Beneficial Owner)
<input type="text"/>	<input type="text"/>
Last Name (Joint Beneficial Owner, if applicable)	First Name (Joint Beneficial Owner)
<input type="text"/>	<input type="text"/>
Name of IRA Custodian (if applicable)	
<input type="text"/>	
If this account is an IRA, and if you would like any check that you MAY be eligible to receive made payable to the IRA account, please include "IRA" in the "Last Name" box above (e.g., Jones IRA).	

B. Complete this Section **ONLY** if the Beneficial Owner is an Entity, i.e., corporation, trust, estate, etc. Then, proceed to C.

Entity Name
<input type="text"/>
Name of Representative, if applicable (Executor, Administrator, Trustee, c/o, etc.)
<input type="text"/>

C. Account/Mailing Information:

Specify one of the following:		
<input type="checkbox"/> Individual(s)	<input type="checkbox"/> Corporation	<input type="checkbox"/> UGMA Custodian
<input type="checkbox"/> IRA	<input type="checkbox"/> Partnership	<input type="checkbox"/> Estate
<input type="checkbox"/> Trust	<input type="checkbox"/> Other <input type="text"/>	
Number and Street or P.O. Box		
<input type="text"/>		
City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>
Foreign Province and Postal Code	Foreign Country	
<input type="text"/>	<input type="text"/>	
Telephone Number (Day)	Telephone Number (Evening)	
<input type="text"/>	<input type="text"/>	
Email Address	Account Number	
<input type="text"/>	<input type="text"/>	
Enter Taxpayer Identification Number below for the Beneficial Owner(s).		
Social Security No. (for individuals)	or	Taxpayer Identification No.
<input type="text"/>		<input type="text"/>

Proceed to Part II of this Proof of Claim and Release.





PART II. TRANSACTIONS IN THE CERTIFICATES

1. **PURCHASES AND ACQUISITIONS:** List all purchases or acquisitions of eligible Certificates listed on Table A of the attached Plan of Allocation. Be sure to attach the required documentation.

Date(s) of Purchase or Acquisition (list chronologically) Month/Day/Year	CUSIP (as provided in Table A of the Plan of Allocation)	Original Face Value	Current Face Value	Purchase Price of Certificate	Total Cost (excluding commissions, taxes & fees) ¹

2. **SALES:** List all sales of any of the eligible Certificates listed on Table A of the attached Plan of Allocation. Be sure to attach the required documentation.

Date(s) of Sale (list chronologically) Month/Day/Year	CUSIP (as provided in Table A of the Plan of Allocation)	Original Face Value	Current Face Value	Sale Price of Certificate	Total Received (excluding commissions, taxes & fees)

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS,
PLEASE PHOTOCOPY THIS PAGE, WRITE YOUR NAME ON THE COPY AND CHECK THIS BOX:
IF YOU DO NOT CHECK THIS BOX, THESE ADDITIONAL PAGES MAY NOT BE REVIEWED.

¹ Total Cost as used in this document does not include any adjustments for accrued interest.



PART II. TRANSACTIONS IN THE CERTIFICATES (CONT.)

3. **UNSOLD CERTIFICATES THROUGH DATE OF SUBMISSION OF CLAIM FORM:** State the CUSIP, Original Face Value and Current Face Value of the eligible Certificates listed on Table A of the attached Plan of Allocation, that the Claimant still owned on the date of submission of this Proof of Claim and Release form:

Date of Submission of Claim Form	CUSIP <i>(as provided in Table A of the Plan of Allocation)</i>	Original Face Value	Current Face Value

BE SURE TO ATTACH THE REQUIRED DOCUMENTATION.

<p style="text-align: center;">IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS, PLEASE PHOTOCOPY THIS PAGE, WRITE YOUR NAME ON THE COPY AND CHECK THIS BOX: <input type="checkbox"/></p> <p style="text-align: center;">IF YOU DO NOT CHECK THIS BOX, THESE ADDITIONAL PAGES MAY NOT BE REVIEWED.</p>
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PART III. RELEASES AND WARRANTIES

Release Given By The Underwriter Defendant Class With Respect to the Underwriter Defendant Settlement

1. I (We) understand and acknowledge that, without further action by anyone, on and after the Underwriter Defendant Settlement Effective Date, each Underwriter Defendant Settlement Class Member, on behalf of him, her or itself and any of his, her or its personal representatives, spouse, domestic partner, trustees, heirs, executors, administrators, successors or assignees, for good and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, shall be deemed to have, and by operation of law and of the Underwriter Defendant Settlement Judgment, shall have fully, finally, and forever released, relinquished, waived, discharged and dismissed each and every Underwriter Defendant Released Claim against each and all of the Underwriter Defendant Released Parties, and shall forever be enjoined from pursuing any or all Underwriter Defendant Released Claims against any Underwriter Defendant Released Party in any forum of any kind, whether directly or indirectly, whether on their own behalf or otherwise, and regardless of whether or not such Class Member executes and delivers a Proof of Claim and Release form (except that the foregoing provision shall not apply to any such representative, spouse, domestic partner, trustee, heir, executor, administrator, successor or assign who independently would be a member of the Underwriter Defendant Settlement Class and timely excludes himself, herself or itself). I (We) represent and warrant that I (We) have not assigned, hypothecated, conveyed, transferred or otherwise granted or given any interest in the Underwriter Defendant Released Claims, or any of them, to any other Person, whether or not a Proof of Claim and Release form is executed and delivered by, or on behalf of, such Underwriter Defendants Class Member.
2. "Underwriter Defendants" means Credit Suisse Securities (USA) LLC; Deutsche Bank Securities Inc.; J.P. Morgan Securities LLC; Morgan Stanley & Co., LLC; RBS Securities Inc.; and UBS Securities LLC.
3. "Underwriter Defendant Settlement Effective Date," means the date on which all of the following shall have occurred: (a) the Underwriter Defendant Settling Defendants no longer have the right to terminate the Underwriter Defendant Settlement, or if the Underwriter Defendant Settling Defendants do have such right, they have given written notice to Lead Counsel that they will not exercise such right; (b) Lead Plaintiffs no longer have any right to terminate this Settlement, or if the Lead Plaintiffs do have such right, they have given written notice to Settling Defendants' Counsel that they will not exercise such right; (c) entry of the Notice Order; (d) approval by the District Court of the Underwriter Defendant Settlement following notice to the Underwriter Defendant Settlement Class and a hearing in accordance with Rule 23 of the Federal Rules of Civil Procedure; and (e) entry by the Court of an Order and Final Judgment and the expiration of any time for appeal or review of the Order and Final Judgment, or, if any appeal is filed and not dismissed, after the Judgment is upheld on appeal in all material respects and is no longer subject to review upon appeal or review by certiorari or otherwise, and the time for any petition for reargument, appeal or review, by certiorari or otherwise, has expired, or, in the event that the District Court enters an order and final judgment in a form other than that

described above (“Alternative Judgment”) and none of the parties elects to terminate the Underwriter Defendant Settlement, the date that such Alternative Judgment becomes final and no longer subject to appeal or review by certiorari or otherwise, and the time for any petition for reargument, appeal or review, by certiorari or otherwise, has expired.

4. “Underwriter Defendant Settlement Judgment” means an order of judgment and dismissal approving the Underwriter Defendant Settlement to be rendered by the Court.
5. “Underwriter Defendant Released Parties” means: (a) the Settling Defendants; (b) each of the respective past or present parents, subsidiaries, affiliates, divisions, successors and predecessors of the Settling Defendants; and (c) each of the respective past or present heirs, executors, estates, administrators, officers, directors, managing directors, members, employers, employees, agents, attorneys, advisors, investment advisors, auditors, accountants, insurers, co-insurers, reinsurers, and assigns, of the foregoing in (a) and (b) in their capacities as such.
6. “Underwriter Defendant Released Claims” means any and all past, present, and future claims (including Unknown Claims), cross-claims, rights, remedies, debts, demands, obligations, liabilities, or causes of action of every nature and description whatsoever (including, but not limited to, any claims for damages, punitive damages, compensation, restitution, rescission, interest, attorneys’ fees or costs, expert or consulting fees, and any other costs, expenses, losses or liabilities of any kind or nature whatsoever) against the Underwriter Defendant Released Parties, whether known or unknown, whether based on federal, state, local, statutory, common, or foreign law, or any other law, rule, or regulation, whether at law or in equity, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured, whether class or individual in nature, that Lead Plaintiffs, the Intervenor Plaintiffs, the Proposed Intervenor Plaintiffs, or any other Settlement Class Member (i) asserted in the Action; or (ii) could have asserted in the Action or any other forum that (a) arise out of or are based upon the allegations, transactions, facts, matters, events, disclosures, statements, occurrences, representations, conduct, acts, or omissions or failures to act that were or could have been alleged or asserted in the Action, and (b) relate to the purchase, other acquisition, or sale of the Certificates listed on Table A-1 or any interest therein. “Released Claims” do not include (i) claims relating to the enforcement of this Settlement; (ii) claims, if any, filed prior to July 23, 2014 solely and exclusively to the extent that such claims asserted contractual repurchase rights with respect to any residential mortgage loan included in any of the Offerings; (iii) claims against Defendant IndyMac MBS, Inc.; or (iv) claims against Goldman, Sachs & Co., including claims relating to IndyMac INDA Mortgage Loan Trust 2006-AR3 or IndyMac INDX Mortgage Loan Trust 2007-FLX1.
7. “Underwriter Defendant Settlement Class” means all Persons who at any time purchased or otherwise acquired interests in the Certificates. Excluded from the Settlement Class are those Persons who purchased or otherwise acquired the beneficial interests in any of the Certificates offered in connection with any of the IndyMac MBS Offerings listed on Table A-1 of the attached Plan of Allocation, but who have filed individual actions to separately pursue claims against the Settling Defendants relating to the Certificates listed on Table A-1 or who have filed a valid request for exclusion in accordance with the requirements set forth in the Notice. Also excluded from the Settlement Class are Defendants, their officers and directors at all relevant times, members of their immediate families and their legal representatives, heirs, successors or assigns and any entity in which any Defendant has or had a controlling interest, except for any Investment Vehicle, to the extent such entities themselves had a proprietary (*i.e.*, for their own account) interest in the Certificates listed on Table A-1 and not to the extent that they held Certificates in a fiduciary capacity or otherwise on behalf of any third-party client, account, fund, trust, or employee benefit plan that otherwise falls within the Settlement Class.
8. “Underwriter Defendant Settlement Class Member” means a Person that is a member of the Underwriter Defendant Settlement Class. It does not include any Person who has excluded himself, herself or itself by timely filing a request for exclusion in accordance with the requirements set forth in the Notice or who is not otherwise excluded from the class definition.

Release Given By The Individual Defendant Class With Respect to the Individual Defendant Settlement

1. I (We) understand and acknowledge that, without further action by anyone, as of January 17, 2013, the Individual Defendant Settlement Effective Date, each Individual Defendant Settlement Class Member, for good and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, has fully, finally, and forever released, relinquished, waived, discharged and dismissed each and every Individual Defendant Released Claim against each and all of the Individual Defendant Released Parties, and is forever enjoined from pursuing any or all Individual Defendant Released Claims against any Individual Defendant Released Party, whether directly or indirectly, whether on their own behalf or otherwise, and regardless of whether or not such Individual Defendant Settlement Class Member executes and delivers a Proof of Claim and Release form. Plaintiffs represent and warrant that they have not assigned, hypothecated, conveyed, transferred or otherwise granted or given any interest in the Individual Defendant Released Claims, or any of them, to any other person or entity, whether or not a Proof of Claim and Release form is executed and delivered by, or on behalf of, such Individual Defendant Settlement Class Member.
2. “Individual Defendants” means S. Blair Abernathy, John Olinski, Samir Grover, Simon Heyrick and Victor Woodworth.
3. “Individual Defendant Settlement Effective Date” means January 17, 2013.
4. “Individual Defendant Settlement Judgment” means the Order And Final Judgment entered by the Court on December 18, 2012.
5. “Individual Defendant Released Parties” means S. Blair Abernathy, John Olinski, Samir Grover, Simon Heyrick, and Victor

Woodworth and their respective present or former spouses, immediate family members, heirs, attorneys (including counsel), agents, representatives, executors, estates, administrators, successors and assigns, and insurers.

6. "Individual Defendant Released Claims" means all claims and causes of action of every nature and description, whether known or unknown, whether arising under federal, state, common or foreign law, that Plaintiffs or any other member of the Settlement Class (a) asserted in this Action, or (b) could have asserted in any forum that arise out of or are based upon the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Complaint and that relate to the purchase of any MBS issued pursuant to the Offerings. "Released Claims" shall not include derivative claims, including contractual claims, belonging to the issuing trusts. Nothing herein shall be construed to suggest or imply that any derivative claims exist or have merit. "Released Claims" do not include: (i) claims to enforce the Partial Settlement; and (ii) claims against any Non-Settling Defendants.
7. "Individual Defendant Settlement Class" means all persons or entities who purchased or otherwise acquired beneficial interests in any of the Certificates offered in connection with the IndyMac MBS Offerings listed on Table A-2 of the attached Plan of Allocation. Excluded from the Individual Defendant Settlement Class are Defendants, and their respective officers, affiliates and directors at all relevant times, members of their immediate families and their legal representatives, heirs, successors or assigns and any entity in which any defendants have or had a controlling interest, provided that any Investment Vehicle shall not be deemed an excluded person or entity by definition.
8. "Individual Defendant Settlement Class Member" means a Person that is a member of the Individual Defendant Settlement Class.

PART IV. CERTIFICATION

By signing and submitting this Proof of Claim and Release form, the Claimant(s) or the person(s) who represents the Claimant(s) certifies, as follows:

I (We) submit this Proof of Claim and Release form under the terms of the Underwriter Defendant Stipulation and/or the Individual Defendant Stipulation described in the Underwriter Defendant and Individual Defendant Notices, respectively. I (We) also submit to the jurisdiction of the United States District Court for the Southern District of New York, with respect to my (our) claims as Underwriter Defendant Settlement Class and/or Individual Defendant Settlement Class Members and for purposes of enforcing the releases set forth herein. I (We) further acknowledge that I (we) am (are) bound by and subject to the terms of any judgment that may be entered in the Action. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim covering the same purchases or acquisitions of the Certificates and know of no other person having done so on my (our) behalf.

I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever release, relinquish, waive, discharge and dismiss each and every Underwriter Defendant Released Claim against each and all the Underwriter Defendant Released Parties and/or Individual Defendant Released Claim against each and all the Individual Defendant Released Parties, as defined above,

1. that the Claimant(s) is an (are) Underwriter Defendant Settlement Class Member(s) and/or Individual Defendant Settlement Class Member(s), as defined herein and in the Underwriter Defendant and/or Individual Defendant Notices;
2. that I (we) own(ed) the Certificates identified in the Proof of Claim and Release form, or that, in signing and submitting this Proof of Claim and Release form, I (we) have the authority to act on behalf of the owner(s) thereof;
3. that Claimant(s) may be eligible to receive a distribution from the Underwriter Defendant Net Settlement Fund and/or Individual Defendant Net Settlement Fund;
4. that I (we) agree to furnish such additional information with respect to this Proof of Claim and Release form as the parties, the Claims Administrator or the Court may require;
5. that I (we) waive trial by jury, to the extent it exists, and agree to the Court's summary disposition of the determination of the validity or amount of the claim made by this Proof of Claim and Release form;
6. that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof;
7. that I (we) have included information requested above about all of my (our) transactions in the applicable Certificates;
8. and that I (we) certify that I am (we are) not subject to backup withholding under the provisions of Section 3406(a)(1)(c) of the Internal Revenue Code.



NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike the language that you are not subject to backup withholding in the certification above. The Internal Revenue Service does not require your consent to any provision other than the certification required to avoid backup withholding.

I (We) declare, under penalty of perjury under the laws of the United States of America, that the statements made and answers given in this Proof of Claim and Release form are true and correct and that the documents submitted herewith are true and genuine.

I declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

Executed this _____ day of _____, 2015 in _____, _____ (City), _____ (State/Country)

Signature of Claimant

Type or print name of Claimant

Signature of Joint Claimant, if any

Type or print name of Joint Claimant, if any

Signature of person signing on behalf of Claimant

Type or print name of person signing on behalf of Claimant

Capacity of person signing on behalf of Claimant, if other than an individual (e.g., Administrator, Executor, Trustee, President, Custodian, Power of Attorney, etc.)

REMINDER CHECKLIST

- 1. Please sign the Certification Section of the Proof of Claim and Release form.
- 2. If this Claim is being made on behalf of joint claimants, then both must sign.
- 3. Please remember to attach supporting documents.
- 4. DO NOT SEND ORIGINALS OF ANY SUPPORTING DOCUMENTS.
- 5. Keep a copy of your Proof of Claim and Release form and all documentation submitted for your records.
- 6. The Claims Administrator will acknowledge receipt of your Proof of Claim and Release form by mail, within 60 days. Your claim is not deemed filed until you receive an acknowledgment postcard. If you do not receive an acknowledgment postcard within 60 days, please call the Claims Administrator toll-free at 1-877-773-8195.
- 7. If you move, please send your new address to:

IndyMac Mortgage-Backed Securities Litigation
c/o Rust Consulting, Inc.
P.O. Box 2844
Faribault, MN 55021-8598
1-877-773-8195
www.IndyMacMBSclassaction.com

**Do not use highlighter on the Proof of Claim and Release form or supporting documentation.
THIS PROOF OF CLAIM AND RELEASE MUST BE POSTMARKED NO LATER THAN JANUARY 28, 2015,
AND MUST BE MAILED TO:**

IndyMac Mortgage-Backed Securities Litigation
c/o Rust Consulting, Inc.
P.O. Box 2844
Faribault, MN 55021-8598

ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME. THANK YOU FOR YOUR PATIENCE.