UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

POLICEMEN'S ANNUITY AND BENEFIT FUND OF THE CITY OF CHICAGO et al., Plaintiffs, - against - BANK OF AMERICA, N.A. (as Trustee Under Various Pooling and Servicing Agreements) and U.S. BANK NATIONAL ASSOCIATION (as Trustee Under Various Pooling and Servicing Agreements), Defendants.	CASE NO. 1:12-CV-02865-KBF CASE NO. 1:13-CV-05978-KBF (consolidated)

PROOF OF CLAIM AND RELEASE FORM

GENERAL INSTRUCTIONS

1. To be eligible to recover as a member of the Settlement Class based on your claims in the lawsuits entitled *Policemen's Annuity and Benefit Fund of the City of Chicago v. Bank of America, NA (as Trustee Under Various Pooling and Serving Agreements), and U.S. Bank National Association (as Trustee Under Various Pooling and Servicing Agreements)* (case number 1:12-CV-02865-KBF), and *Vermont Pension Investment Committee and Washington State Investment Board, Individually and on Behalf of All Others Similarly Situated v. Bank of America, National Association and U.S. Bank National Association* (case number 1:13-CV-05978-KBF, consolidated with case number 1:12-CV-02865-KBF under the latter case number) (collectively, the "Action"), you must complete, sign, and timely submit this Proof of Claim and Release Form ("Proof of Claim Form") together with the additional documentation specified below. If you fail to timely submit a properly addressed (as set forth below) Proof of Claim Form with the additional required documentation, your claim may be rejected and you may be precluded from any recovery in connection with the proposed settlement of the Action ("Settlement").

2. Timely submission of this Proof of Claim Form, however, does not ensure that you will share in the proceeds of the Settlement.

3. You must submit your completed and signed Proof of Claim Form by **April 20, 2015**, addressed as follows:

   WaMu TIA Settlement Administrator
   c/o KCC Class Action Services
   P.O. Box 43034
   Providence, RI 02940-3034

   If you submit your Proof of Claim Form by first-class mail, it will be deemed submitted on the date of the postmark. Otherwise, it will be deemed submitted when received.

4. If you are not a member of the Settlement Class as defined in the Notice of Pendency of Class Action and of Proposed Settlement and Final Approval Hearing (the "Notice"), DO NOT submit a Proof of Claim Form.

5. If you are a member of the Settlement Class as defined in the Notice and you do not timely request exclusion therefrom, you will be bound by the terms of any judgment entered in the Action with respect to the Settlement, including any releases, injunctions, and assignments provided therein, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM FORM.

INSTRUCTIONS FOR CLAIMANT IDENTIFICATION SCHEDULE

1. This Proof of Claim Form must be submitted by the beneficial purchaser or acquirer of the Certificates upon which this claim is based, or by the authorized legal representative of such purchaser or acquirer.

2. If you purchased or otherwise acquired any of the Certificates and held the Certificate(s) in your name, you are the beneficial purchaser as well as the record purchaser. If, however, you purchased or otherwise acquired any of the Certificates and the Certificate(s) were registered in the name of a third party, such as a nominee or a brokerage firm, you are the beneficial purchaser, and the third party is the record purchaser.

3. Use Part I of this Proof of Claim Form below, entitled "Claimant Identification," to identify the beneficial purchaser.

4. All joint purchasers must sign this Proof of Claim Form.

5. Executors, administrators, guardians, conservators, trustees, or other legal representatives must complete and sign this Proof of Claim Form on behalf of persons and entities represented by them. Satisfactory evidence of their authority must accompany this Proof of Claim Form and their titles or capacities must be stated. The last four digits of the social security or taxpayer identification number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of the claim or result in rejection of the claim.

INSTRUCTIONS FOR SCHEDULE OF TRANSACTIONS

1. Use Part II of this Proof of Claim Form below, entitled "Schedule of Transactions in Certificates," to supply all required details of your transactions in and holdings of the Certificates. If you need more space or additional schedules, attach separate sheets in accordance with the instructions in Part II below. Sign and print or type your name on each additional sheet.

2. Please provide all of the requested information with respect to *all* of your purchases, other acquisitions, sales, and other dispositions of the Certificates, regardless of whether such transactions resulted in a profit or loss. Failure to report all such transactions may result in the rejection of your claim.

3. List each transaction separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.

4. Copies of documents evidencing your transactions in and holdings of the Certificates (such as broker confirmations) must be attached to the Proof of Claim Form when you submit it. Failure to provide this documentation could delay verification of your claim or result in the rejection of your claim.

5. The above requests are designed to provide the minimum amount of information necessary to process the simplest claims. The Claims Administrator may request additional information as required to calculate your losses, if any, efficiently and reliably, and to process your claim. If the Claims Administrator cannot perform the calculation accurately or at a reasonable cost to the Settlement Class with the information provided, the Claims Administrator may condition acceptance of the claim on the production of additional information and/or your agreement to pay any increased costs due to the nature and/or scope of the claim.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Policemen's Annuity and Benefit Fund of the City of Chicago et al. v. Bank of America, NA et al. (No. 1:12-CV-02865-KBF)

Vermont Pension Investment Committee et al. v. Bank of America, National Association et al. (No. 1:13-CV-05978-KBF)

PROOF OF CLAIM AND RELEASE

Must be submitted no later than: April 20, 2015
Please type or print

PART I: CLAIMANT IDENTIFICATION

____
Names of Beneficial Purchasers/Acquirers (including Joint Purchasers/Acquirers)

____
Street Address Line 1

____
Street Address Line 2 (if needed)

____________________________		____________________________
City		State and Zip Code
____________________________		____________________________
Foreign Province and Country		Telephone Number
____________________________		____________________________
Last 4 Digits of Social Security Number	or	Taxpayer Identification Number

NOTE: A separate Proof of Claim Form should be submitted for each separate person or legal entity (*e.g.*, a Proof of Claim Form from joint owners should not include separate transactions of just one of the joint owners, and 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 Form should be submitted on behalf of one legal entity that includes 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 Form, no matter how many accounts were associated with the transactions).

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 files. All claimants MUST submit a manually signed paper Proof of Claim Form, whether or not they also submit electronic copies, either listing all their transactions or including a notation to see the corresponding electronic file for all transactions. If you wish to file your claim electronically, you must contact the Claims Administrator at info@wamutiasettlement.com or visit the website for the Settlement, www.wamutiasettlement.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.

PROCEED TO PART II OF THIS PROOF OF CLAIM FORM.

PART II: SCHEDULE OF TRANSACTIONS IN CERTIFICATES

A. PURCHASES AND OTHER ACQUISITIONS

List all purchases and other acquisitions of the Certificates listed on www.wamutiasettlement.com in chronological order, starting with the earliest such transaction. Be sure to attach the required documentation.

Date(s) of Purchase or Acquisition (list chronologically) MM/DD/YYYY	CUSIP	Original Face Amount Purchased or Acquired	Price	Total Cost*
/ /		$	$	$
/ /		$	$	$
/ /		$	$	$
/ /		$	$	$

* excluding commissions, transfer taxes or other fees

B. SALES AND OTHER DISPOSITIONS

List all sales and other dispositions* of the Certificates listed on www.wamutiasettlement.com in chronological order, starting with the earliest such transaction. Be sure to attach the required documentation.

Date(s) of Sale or Disposition (list chronologically) MM/DD/YYYY	CUSIP	Original Face Amount Sold or Disposed	Price	Total Proceeds**
/ /		$	$	$
/ /		$	$	$
/ /		$	$	$
/ /		$	$	$

* Do not include any principal payments received and write-downs incurred.
**excluding commissions, transfer taxes or other fees

C. RETAINED CERTIFICATES

State the CUSIP and face amount of each Certificate listed on www.wamutiasettlement.com that you still own as of the date you sign this Proof of Claim Form. Be sure to attach documentation evidencing such continued ownership.

CUSIP	ORIGINAL FACE AMOUNT

If you need additional space to list your transactions or continued holdings, check the box below, photocopy this page, and write and sign your name on each copy you submit.

☐ If you do not check this box these additional pages may not be reviewed.

PROCEED TO PART III OF THIS PROOF OF CLAIM FORM.
YOU MUST READ AND SIGN BELOW.
FAILURE TO SIGN WILL RESULT IN REJECTION OF YOUR CLAIM.

PART III: DEFINITIONS

1. "**Claims**" means any and all claims, causes of action, demands, rights, liabilities, losses, obligations, damages, debts, suits, judgments, and controversies of any kind, nature, and description whatsoever, (i) whether past, present, known, unknown, suspected, unsuspected, concealed, hidden, accrued, unaccrued, contingent, or non-contingent; (ii) whether individual, class, collective, mass, direct, indirect, derivative, or of any other type; (iii) whether at law, in equity, or otherwise; (iv) whether based in contract, tort, statute, regulation, or otherwise; (v) whether based on or arising under federal, state, local, foreign, or other statutory, regulatory, common, or other law or rule; (vi) that previously existed; currently exist; or would exist with discovery, with the giving of notice, or with a default, delinquency, or other loss on a mortgage loan in a Covered Trust or RMBS certificate issued by a Covered Trust.

2. "**Related Parties**" means an entity's past, present, or future representatives, predecessors, successors, assigns, attorneys, accountants, parents, subsidiaries, affiliates, insurers, reinsurers, employers, employees, members, directors, officers, and agents, in their capacities as such.

3. "**Released Parties**" means Defendants in their respective individual and trustee capacities (including, in the case of BANA, as successor trustee to LaSalle Bank National Association; and in the case of U.S. Bank, as successor trustee to BANA), the Covered Trusts, and the Related Parties of each of the foregoing.

4. "**Releasing Parties**" means each of the Plaintiffs, the Settlement Class members, and their respective representatives, spouses, domestic partners, trustees, heirs, executors, administrators, beneficiaries, affiliates, subsidiaries, corporate parents, successors, and assigns in their capacities as such (including but not limited to persons or entities that purchase or otherwise acquire, beneficially or otherwise, any of the Certificates from any of the Plaintiffs or Settlement Class members or their direct or indirect successors on or after the deadline for submitting requests for exclusion).

5. "**Subject Claims**" means any and all Claims against the Released Parties that arise out of or relate to the facts, acts, omissions, transactions, or occurrences that have been alleged to form a basis of liability, or that could have been alleged to form a basis of liability, in the Action related to the Covered Trusts (including facts, acts, omissions, transactions, or occurrences alleged to be, or that could be alleged to be, past, present, or future recurrences or continuations of the alleged breaches of contract or other duty at issue in the Action). For the avoidance of doubt, "Subject Claims" includes, but is not limited to, any and all Claims against the Released Parties that arise out of or relate to (i) documents missing or allegedly missing from loan files that were delivered to the Covered Trusts and/or the custodians for the Covered Trusts; (ii) breaches or alleged breaches of duty or of representations or warranties by the sellers of mortgage loans to the Covered Trusts; and/or (iii) breaches or alleged breaches of duty (whatever the source of such duty, be it contract, common law, statute, or other source) relating to (i) and (ii) by Defendants, or by the servicers, master servicers, or custodians of the mortgage loans in the Covered Trusts, related to the Covered Trusts.

6. Other capitalized terms used herein have the same meanings assigned to them in the Parties' Stipulation of Settlement dated as of November 7, 2014, a copy of which was filed with the Court under ECF Case no. 1:12-CV-02865-KBF, ECF no. 295-1 and is available at www.wamutiasettlement.com.

PART IV: RELEASE OF CLAIMS AND RELATED MATTERS

A. RELEASES, INJUNCTIONS, AND ASSIGNMENTS

I (We) understand, acknowledge, consent, and intend that, pursuant to the Judgment Order, upon the Effective Date, I (we) shall be deemed to have fully, finally, and forever released, relinquished, waived, discharged, and dismissed with prejudice all Subject Claims as to all Released Parties.

I (We) understand, acknowledge, consent, and intend that, pursuant to the Judgment Order, upon the Effective Date, I (we) shall be deemed to have waived, to the fullest extent permitted by law, any and all provisions, rights, and benefits conferred by California Civil Code § 1542 (and any similar provision of any other jurisdiction) in connection with the releases set forth above. Section 1542 provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

I (We) understand and acknowledge, after having had the opportunity to confer with counsel, that I (we) hereafter may discover facts in addition to or different from those that I (we) now know or believe to be true with respect to the subject matter of the Subject Claims. Nevertheless, I (we) understand, acknowledge, consent, and intend that, upon the Effective Date, I (we) shall be deemed to have fully, finally, and forever released, relinquished, waived, discharged, and dismissed with prejudice all Subject Claims as to all Released Parties, whether known, unknown, suspected, unsuspected, concealed, hidden, accrued, unaccrued, contingent, or non-contingent.

I (We) understand, acknowledge, consent, and intend that, pursuant to the Judgment Order, upon the Effective Date, I (we) shall be permanently enjoined from (i) asserting or pursuing any of the Subject Claims against any of the Released Parties, whether directly, indirectly, or derivatively, whether on my (our) own behalf, on behalf of a Covered Trust, or otherwise, and whether alone or in conjunction with others; and (ii) directing, encouraging, instigating, voting in favor of, joining, or fomenting in any way the assertion or pursuit by any other person or entity (including any of the Covered Trusts or any trustee of any of the Covered Trusts) of any of the Subject Claims against any of the Released Parties.

I (We) understand, acknowledge, consent, and intend that, pursuant to the Judgment Order, upon the Effective Date, I (we) shall be deemed to have (i) irrevocably assigned to BANA any and all rights I (we) may have to receive (directly or indirectly, including through the Covered Trusts' waterfalls) any recoveries from any of the Released Parties in connection with any of the Subject Claims asserted in any derivative or other litigation by or on behalf of a Covered Trust; and (ii) agreed, in the event I (we) learn that such recoveries have been paid to me (us) or my (our) nominees, to use my (our) best efforts to notify BANA within 45 days.[1]

I (We) understand, acknowledge, consent, and intend that the foregoing releases, injunctions, assignments, and other provisions shall bind me (us), as well as my (our joint and respective) representatives, spouses, domestic partners, trustees, heirs, executors, administrators, beneficiaries, affiliates, subsidiaries, corporate parents, successors, and assigns in their capacities as such (including but not limited to persons or entities that purchase or otherwise acquire, beneficially or otherwise, any of the Certificates from me (us) or my (our) direct or indirect successors on or after the deadline for submitting requests for exclusion); *provided, however*, that non-members of the Settlement Class that are not affiliated with me (us) shall not be bound by the foregoing releases, injunctions, assignments, and other provisions with respect to (i) any Certificate the non-member purchased or acquired from me (us) (or my (our) direct or indirect successor that is not a mutual affiliate of the non-member and me (us)) prior to the deadline for submitting requests for exclusion, or (ii) any Certificate the non-member purchased or acquired on or after the deadline for submitting requests for exclusion that were held by another non-member as of such deadline (unless the two non-members are mutual affiliates of me (us)).

I (We) further understand, acknowledge, consent, and intend that I (we) will be bound by the foregoing releases, injunctions, assignments, and other provisions with respect to, without limitation, any Certificates I (we) purchase(d) or otherwise acquire(d) on or after the deadline for submitting requests for exclusion from the Settlement Class, regardless of whether such Certificates were held by a member or a non-member of the Settlement Class on such date; provided, however, that any Certificates I (we) purchase(d) or otherwise acquire(d) from an unaffiliated non-member on or after the deadline for submitting requests for exclusion will not be precluded from receiving or otherwise benefitting from any recovery in the BlackRock Litigation or any other litigation that may be brought by or on behalf of the Covered Trusts with respect to such Certificate.

[1] This includes any recovery that may be obtained in connection with the action, *BlackRock Allocation Target Shares: Series S Portfolio et al. v. U.S. Bank National Association*, Index No. 651864/2014 (N.Y. Sup. Ct. N.Y. Cnty.) (the "BlackRock Litigation"). On November 24, 2014, the plaintiffs in the BlackRock Litigation filed a motion to voluntarily dismiss that action from New York Supreme Court and filed their action in the Federal District Court for the Southern District of New York. The case number for that action in the Southern District of New York is 1:14-cv-09401.

I (We) hereby consent to disclosure of this Proof of Claim Form and all information contained herein to the Parties to the Action and their counsel of record. I (We) understand that this Proof of Claim Form and all information contained herein or attached hereto will be treated as "Confidential" under the Stipulated Amended Protective Order entered in the Action on July 24, 2013, *provided*, *however*, that the Claims Administrator shall be permitted to use the information in connection with processing claims, and further provided that Released Parties shall be permitted to use the information in connection with enforcing the assignment of claims by Settlement Class members described above and/or supporting arguments concerning res judicata, release of claims, and the like in the event a Releasing Party attempts to assert Subject Claims against a Released Party. Defendants shall have no right to challenge the Claims Administrator's determinations with respect to distributions from the Net Settlement Fund.

B. SIGNATURE AND CERTIFICATIONS

By signing and submitting this Proof of Claim Form, you (or your legal representative on your behalf) certify as follows:

I (We) submit this Proof of Claim Form under the terms of the Stipulation. I (We) submit to the jurisdiction of the Court with respect to my (our) claim as a Settlement Class member (Settlement Class members) and for purposes of enforcing the releases, injunctions, and assignments set forth herein.

I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Action with respect to the Settlement, including all releases, injunctions, and assignments contained therein. I (We) have not submitted any other claim covering the same Certificates and know of no other person having done so on my (our) behalf.

I (We) hereby acknowledge that I (we) may be a Settlement Class member(s), and that I (we) have not submitted a request for exclusion from the Settlement Class and do not know of any such request having been submitted on my (our) behalf.

I (We) hereby acknowledge that I (we) have included the information requested above about all of my (our) transactions in the Certificates. I (We) hereby acknowledge that I (we) own(ed) the Certificates identified in this Proof of Claim Form.

I (We) hereby agree to furnish such additional information with respect to my (our) transactions in or holdings of the Certificates as the Claims Administrator reasonably may request or the Court may require, and I (we) acknowledge that if I (we) do not do so, my (our) claim may be rejected.

I (We) hereby waive trial by jury, to the extent it exists, with respect to this claim, and consent to the Court's summary disposition of the determination of the validity or amount of the claim.

I (We) hereby represent and warrant that I (we) have not assigned, hypothecated, conveyed, transferred, or otherwise granted or given any interest in any of the Subject Claims to any other person or entity (except to the extent Subject Claims may have transferred by operation of law upon prior sales of my (our) Certificates).

I (We) hereby certify that I am (we are) not subject to backup withholding under the provisions of § 3406(a)(1)(c) of the Internal Revenue Code because (i) I am (we are) exempt from backup withholding, (ii) I (we) have not been notified by the Internal Revenue Service that I am (we are) subject to backup withholding as a result of a failure to report all interest and dividends, or (iii) the Internal Revenue Service has notified me (us) that I am (we are) no longer subject to backup withholding.

> 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 that the statements made and answers given in this Proof of Claim Form are true and correct and that the documents submitted herewith are true and genuine.

Signature of Claimant

Date

Print Name of Claimant

Signature of Joint Claimant, if any

Date

Print Name of Joint Claimant, if any

If the Claimant is other than an individual, or is not the person completing this form, the following also must be provided:

Signature of Person Completing Form

Date

Print Name of Person Completing Form

Capacity of Person Signing (Executor, President, Trustee, etc.)

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

Reminder Checklist:

1. Please sign the Certification section of the Proof of Claim Form on Page 8.
2. If this claim is being made on behalf of joint claimants, both must sign.
3. Please remember to attach supporting documentation.
4. Do not send originals of any supporting documentation.
5. Keep a copy of your Proof of Claim Form and all documentation submitted for your records.
6. The Claims Administrator will acknowledge receipt of your Proof of Claim Form by mail, within 60 days. If you do not receive an acknowledgment postcard within 60 days, please call the Claims Administrator toll free at 1-888-925-3247.
7. If you move, please send your new address to:

WaMu TIA Settlement Administrator
c/o KCC Class Action Services
P.O. Box 43034
Providence, RI 02940-3034

Do not use highlighter on the Proof of Claim Form or supporting documentation.

This Proof of Claim Form must be submitted by April 20, 2015.