Must be Postmarked No Later Than July 3, 2015







Claim Number:

Control Number:

PROOF OF CLAIM AND RELEASE

I. GENERAL INSTRUCTIONS

- 1. To recover as a member of the Class based on your claims in the action entitled New Jersey Carpenters Health Fund, et al., v. Residential Capital, LLC, et al., No. 08-cv-8781 (S.D.N.Y.) (KPF) (the "Action"), you must complete this Proof of Claim and Release form. If you fail to file a properly addressed (as set forth in paragraph 3 below) Proof of Claim and Release, your claim may be rejected and you may be precluded from any recovery from the Settlement Fund created in connection with the proposed settlement of the Actions (the "Settlement").
- 2. Submission of this Proof of Claim and Release, however, does not assure that you will share in the proceeds of the Settlement in the Actions.
- 3. YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE POST-MARKED NOT LATER THAN **JULY 3, 2015**, ADDRESSED AS FOLLOWS:

RALI MBS Litigation c/o Garden City Group, LLC P.O. Box 9991 Dublin, Ohio 43017-5991

If you are NOT a member of the Class, as defined in the Notice of Pendency and Proposed Settlement of Class Action, Fairness Hearing and Motion for Attorneys' Fees and Reimbursement of Litigation Expenses ("Notice"), DO NOT submit a Proof of Claim and Release form.

4. If you are a member of the Class, you are bound by the terms of any judgment entered in the Actions, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE FORM.

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QUESTIONS? CALL TOLL-FREE 1-(888)-985-9201, VISIT www.RALIMBSLitigation.com

EMAIL: info@RALIMBSLitigation.com

Important - This form should be completed IN CAPITAL LETTERS using BLACK or DARK BLUE ballpoint/fountain pen. Characters and marks used should be similar in the style to the following:

ABCDEFGHIJKLMNOPQRSTUVWXYZ12345670

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PART I - CLAIMANT IDENTIFICATION

Claimant or Representative Contact Information:		
The Claims Administrator will use this information for all communications relevant to this claim (including the check, if eligible for payment). If this information changes, you <u>MUST</u> notify the Claims Administrator in writing at the address above.		
Claimant Name(s) (as you would like the name(s) to appear on the check, if eligible for payment):		
Street Address:		
City: Last 4 digits of Claimar	it SSN/TIN:	
State: Zip Code: Country (if Other than U.S.):		
Name of the Person you would like the Claims Administrator to Contact Regarding This Claim (if differe Claimant Name(s) listed above:):	nt from the	
Daytime Telephone Number: Evening Telephone Number:		
Email Address (Email address is not required, but if you provide it you authorize the Claims Administrator to use it in providing you with information relevant	nt to this claim.)	

NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request to, or may be requested to, submit information regarding their transactions in electronic files. To obtain the mandatory electronic filing requirements and file layout, you may visit the settlement website at www.gardencitygroup.com or you may e-mail the Claims Administrator's electronic filing department at eClaim@gardencitygroup.com. Any file not in accordance with the required electronic filing format will be subject to rejection. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues an email after processing your file with your claim numbers and respective account information. Do not assume that your file has been received or processed until you receive this email. If you do not receive such an email within 10 days of your submission, you should contact the electronic filing department at eClaim@gardencitygroup.com to inquire about your file and confirm it was received and acceptable.



PART II - SCHEDULE OF TRANSACTIONS IN MORTGAGE PASS-THROUGH CERTIFICATES

1. **PURCHASES AND ACQUISITIONS:** List all purchases and acquisitions of the Certificates or ResCap Settlement Certificates listed on www.RALIMBSLitigation.com. Be sure to attach the required documentation.

Trade Date (Month/Day/Year)	CUSIP	
Original Face Amount	Price \$	Total Cost
Trade Date (Month/Day/Year) / /	CUSIP	
Original Face Amount	Price \$	Total Cost
Trade Date (Month/Day/Year) / /	CUSIP	
Original Face Amount	Price \$	Total Cost

2. SALES: List all sales of the Certificates or ResCap Settlement Certificates listed on www.RALIMBSLitigation.com. Be sure to attach the required documentation.

Trade Date (Month/Day/Year) / /	CUSIP	
Original Face Amount	Price	Total Proceeds
\$	\$	\$
Trade Date (Month/Day/Year)	CUSIP	
/ /		
Original Face Amount	Price	Total Proceeds
Original Face Amount	Price \$	Total Proceeds \$, , ,
\$		
\$, , ,	\$	
\$, , ,	\$	

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



PART II - SCHEDULE OF TRANSACTIONS IN MORTGAGE PASS-THROUGH CERTIFICATES (CONT.)

3. UNSOLD MORTGAGE PASS-THROUGH CERTIFICATES AT 1) APPLICABLE DATE OF FIRST SUIT AND 2) DATE OF SUBMISSION OF THE CLAIM FORM (see Table A at www.RALIMBSLitigation.com for information about the applicable Date of First Suit). Accordingly, please state the CUSIP and Original Face Amount of any Certificates that the Claimant still owned as of the (i) applicable Date of First Suit and (ii) Date of Submission of this Claim Form. Be sure to attach the required documentation.

Date of First Suit	CUSIP	Original Face Amount
For each Certificate where Table A indicates Date of First Suit was September 22, 2008 list holdings by CUSIP		\$, , ,

Date of First Suit	CUSIP	Original Face Amount
For each Certificate where Table A indicates Date of First Suit was May 18, 2009 list holdings by CUSIP		\$, , ,

Date of Submission of Claim Form	CUSIP	Original Face Amount
For Certificates held on		\$
/ /		\$
list holdings by CUSIP		\$, , , , , , , , , , , , , , , , , , ,
		\$, .
		\$

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



PART III: DEFINITIONS AND RELEASE OF CLAIMS

RELEASE OF UNDERWRITER DEFENDANTS CLAIMS AND DEFINITIONS:

- 1. I (We) understand and acknowledge that without further action by anyone, upon the Effective Date, each and every one of the Released Plaintiff Parties shall be deemed by operation of law to have fully, finally, and forever released, relinquished, waived, discharged, and dismissed each and every one of the Released Claims against each and every one of the Released Underwriter Defendant Parties, with prejudice and on the merits, and shall forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any or all such Released Claims against each and every one of the Released Underwriter Defendant Parties in any forum of any kind, whether directly or indirectly, whether on their own behalf or otherwise. By entering into the Settlement, I (we) represent and warrant that I (we) have not assigned, hypothecated, conveyed, transferred, or otherwise granted or given any interest in the Released Claims, or any of them, to any other Person. All Released Plaintiff Parties shall be bound by the terms of the releases set forth in the Stipulation whether or not they submit a valid and timely Proof of Claim Form, take any other action to obtain recovery from the Underwriter Settlement Fund, or seek, or actually receive a distribution from the Underwriter Defendants Net Settlement Fund. Capitalized Terms used but not defined herein have the meanings set forth in the Stipulation.
- 2. "Settling Underwriter Defendants" means: Citigroup Global Markets Inc., Goldman, Sachs & Co., and UBS Securities LLC.
- 3. "Effective Date" shall be the date on which all the following conditions of settlement shall have occurred: (a) the Settling Underwriter Defendants no longer have the right to terminate the Settlement, or if the Settling Underwriter Defendants do have such right, they have given written notice to Lead Counsel that they will not exercise such right; (b) Lead Plaintiff no longer has any right to terminate the Settlement, or if Lead Plaintiff does have such right, it has given written notice to the Underwriter Defendants' Counsel that they will not exercise such right; (c) entry of the Notice Order; (d) approval by the Court of the Settlement following notice to the Settlement Class and a hearing in accordance with Rule 23 of the Federal Rules of Civil Procedure; (e) entry of the Order and Final Judgment, or entry of any Alternative Judgment if, following entry of such Alternative Judgment, neither Lead Plaintiff nor the Settling Underwriter Defendants elect to terminate the Settlement; and (f) the Order and Final Judgment or any Alternative Judgment has become Final.
- 4. "Released Parties" means the Released Underwriter Defendant Parties and the Released Plaintiff Parties.
- 5. "Released Underwriter Defendant Parties" means (i) the Settling Underwriter Defendants; (ii) each of the Settling Underwriter Defendants' respective past or present parents, subsidiaries, affiliates, divisions, successors, and predecessors; (iii) each of the respective past or present officers, directors, employees, partners, members, principals, attorneys, advisors, trustees, administrators, fiduciaries, consultants, representatives, accountants and auditors, insurers, and assigns, of the foregoing in (i) and (ii) in their capacities as such; and (iv) any Person which is or was related to or affiliated with any of the Settling Underwriter Defendants or in which any of the Settling Underwriter Defendants has or had a controlling interest.
- 6. "Released Plaintiff Parties" means Plaintiffs, Plaintiffs' Counsel, and each and every Settlement Class Member (regardless of whether that Person actually submits a Proof of Claim Form, seeks or obtains a distribution from the Underwriter Defendants Net Settlement Fund, is entitled to receive a distribution under the Plan of Allocation approved by the Court, or has objected to the Settlement, Plan of Allocation, the Final Order and Judgment or any Alternative Judgment, and/or Lead Counsel's motion for attorneys' fees and request for reimbursement of Litigation Expenses), and any of their respective spouses, domestic partners, heirs, predecessors, successors, representatives, agents, trustees, estates, administrators, executors, or assigns.
- 7. "Released Claims" means, to the fullest extent permitted by law or equity, any and all past, present, and future claims (including Unknown Claims), cross-claims, counterclaims, third-party claims, allegations, rights, issues, causes of action, controversies, remedies, duties, demands, obligations, actions, judgments, debts, sums of money, suits, contracts, agreements, promises, damages, and liabilities of every kind, nature, and description whatsoever, 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, choate or inchoate, accrued or unaccrued, liquidated or unliquidated, perfected or unperfected, matured or unmatured, whether direct, derivative, individual, or class in nature, that Plaintiffs or any other Settlement Class Member alleged or which could have been alleged in the Litigation or in any other forum (including, without limitation, any federal or state court, or in any other court, arbitration proceeding, administrative agency, or other forum in the United States or elsewhere) or that in any way arise out of, are based upon, relate to, concern, or are in connection with the Offerings, or the purchase, acquisition, holding, ownership, disposition, or sale of, or other transaction in the Certificates or any interest therein, or that in any way, directly or indirectly, arise out of, are based upon, relate to, concern, or are in connection with the claims, allegations, transactions, facts, circumstances, situations, matters, events, disclosures, statements, occurrences, representations, conduct, acts, or omissions or failures to act described in any of the complaints filed in the Litigation, including the Third Amended Complaint. "Released Claims" include all rights of appeal from any prior decision of the Court in the Litigation. "Released Claims" do not include (i) claims of any Settlement Class Member against any Non-Settling Underwriter Defendant, or (ii) claims arising out of, based upon, relating to, concerning, or in connection with the interpretation or enforcement of the terms of the Settlement. 8. "Unknown Claims" means any and all claims that any Released Plaintiff Party does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Claims, which if known to him, her, or it might have affected his, her, or its decision(s) with respect to the Settlement, including, but not limited to, his, her, or its decision to object or not to object to the Settlement or not exclude himself, herself, or itself from the Settlement Class. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, each of the Plaintiffs expressly waive, and each of the Released Plaintiff Parties shall be deemed to have, and by operation of the Order and Final Judgment or any Alternative Judgment shall have, expressly waived and relinquished any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or any other jurisdiction, or principle of common law that is similar, comparable, or equivalent to California Civil Code § 1542, which 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."



PART III: DEFINITIONS AND RELEASE OF CLAIMS (CONT.)

Any Released Plaintiff Party may hereafter discover facts, legal theories, or authorities in addition to or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Plaintiffs shall expressly, fully, finally, and forever settle and release, and each Released Plaintiffs Party shall be deemed to have settled and released, and upon the Effective Date and by operation of the Order and Final Judgment or any Alternative Judgment shall have settled and released, fully, finally, and forever, any and all Released Claims and known or unknown, suspected or unsuspected, contingent or noncontingent, whether or not concealed or hidden, which have existed or now or will exist, upon any theory of law or equity, including, but not limited to, conduct which is negligent, reckless, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. The Settling Parties acknowledge, and each Released Plaintiff Party by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Claims was separately bargained for and was a key and material element of the Settlement.

RELEASE OF RESCAP DEFENDANTS AND DEFINITIONS:

- 1. I (We) understand and acknowledge that without further action by anyone, upon the Effective Date, the Lead Plaintiff and all other Class Members will be deemed to have released, dismissed and forever discharged the Released Claims, including Unknown Claims against each and all of the Released Parties. For the avoidance of doubt, the releases provided in the Settlement to the Settling Defendants shall in no way limit the scope of the injunction and releases included in the ResCap Chapter 11 Plan protecting the Settling Defendants from any third-party claims, contribution claims, or indemnification claims related to this Action. Capitalized Terms used but not defined herein have the meanings set forth in the Stipulation.
- 2. "Settling Defendants" means Residential Capital, LLC, Residential Funding Company, LLC, Residential Accredit Loans, Inc., Bruce J. Paradis, Kenneth M. Duncan, Davee L. Olson, Ralph T. Flees, Lisa R. Lundsten, James G. Jones, David M. Bricker, James N. Young and Ally Securities. 3. "Effective Date" The Effective Date of the Settlement shall be the latest date when all of the following shall have occurred: (a) entry of the Notice Order; (b) Final approval by the District Court of the Settlement following notice to the Settlement Class and a hearing in accordance with Rule 23 of the Federal Rules of Civil Procedure; (c) entry by the District Court of an Order and Final Judgment (In the event that the District Court enters a judgment materially different than the proposed Final Judgment and Order attached hereto as Exhibit B ("Alternative Judgment") and none of the Parties hereto elects to terminate this Settlement, the date that such Alternative Judgment becomes Final); (d) payment of the Settlement Amount by the Settling Debtors; and (e) the occurrence of the Plan Effective Date.
- 4. "Released Claims" means any and all claims, demands, rights, liabilities, and causes of action of every nature and description, known or Unknown (as defined below), suspected or unsuspected, contingent or non-contingent, matured or unmatured, whether or not concealed or hidden, which now exist, or heretofore have existed, whether arising under federal, state, common or foreign law, that Plaintiffs or any Settlement Class Member (a) asserted in this Action, or (b) could have asserted in any forum arising from or related in any way to the acts, failures to act, transactions, facts, events, matters, disclosures, statements, occurrences, representations, or omissions asserted or that could have been asserted in the Action against the Released Parties (defined below). "Released Claims" shall not include (a) any rights or claims against the Debtors that any Plaintiff or Settlement Class Member may possess or be entitled to as a holder of RALI RMBS pursuant to the RMBS Trust Settlement Agreement, dated as of May 13, 2012, by and among the Debtors and a steering committee group of RMBS holders represented by Gibbs & Bruns LLP and Ropes & Gray LLP, which is incorporated in the ResCap Chapter 11 Plan (the "RMBS Trust Settlement"), or any other distribution in the ResCap Chapter 11 Case in connection with the claims asserted in connection with the RMBS Trust Settlement, or (b) any claims against any Non-Settling Defendant in the Action.
- 5. "Released Parties" means the Settling Defendants and their parents, subsidiaries, and affiliates and all of their respective past, current, and future respective directors, officers, employees, partners, insurers, co-insurers, reinsurers, agents, controlling shareholders, attorneys, accountants, auditors, advisors, investment advisors, personal or legal representatives, predecessors, successors, divisions, joint ventures, assigns, spouses, heirs, related or affiliated entities, and any entity in which any Settling Defendants has a controlling interest, and all of their respective property.
- 6. "Unknown Claims" means any and all Released Claims that Lead Plaintiff, Original Plaintiffs, Intervenor Plaintiffs and/or any Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties, which if known by him, her or it might have affected his, her or its settlement with and release of the Released Parties, or might have affected his, her or its decision not to object to this Settlement or not exclude himself, herself or itself from the Settlement Class. With respect to any and all Released Claims, the parties stipulate and agree that, upon the Effective Date, Plaintiffs shall expressly waive, and each Class Member shall be deemed to have waived, and by operation of the Order and Final Judgment shall have expressly waived, to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by Cal. Civ. Code § 1542 (to the extent it applies to the Action), and any law of any state or territory of the United States, or principle of common law, or the law of any foreign jurisdiction, that is similar, comparable or equivalent to Cal. Civ. Code § 1542, which 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." Plaintiffs and Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Plaintiffs shall expressly fully, finally and forever settle and release - and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Order and Final Judgment shall have fully, finally and forever settled and released – any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiffs acknowledge, and Class Members by law and operation of the Order and Final Judgment shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Claims was separately bargained for and was a material element of the Settlement.

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PART IV: SIGNATURE AND CERTIFICATIONS

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

I (We) submit this Proof of Claim form under the terms of the Settlement Agreement described in the Notice. 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) claim as a Class Member and for purposes of enforcing the release 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, including the releases set forth in connection with the Settlement of 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 Certificates and/or ResCap Settlement Certificates and alleging the Released Claims 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 with prejudice each and every one of the Released Claims against each and all the Released Parties as defined above. I (We) further acknowledge:

- 1. that the Claimant(s) is a (are) Class Member(s), as defined herein and in the Notice;
- 2. that I (we) will not be entitled to receive recovery in any other action against any of the Released Parties based on or arising out of the Released Claims (as defined above);
- 3. that I (we) have not filed a request for exclusion from the Class and that I (we) do not know of any request for exclusion from the Class filed on my (our) behalf with respect to my (our) transactions in the Mortgage Pass-Through Certificates at issue herein;
- 4. that I (we) own(ed) the Mortgage Pass-Through Certificates identified in the Proof of Claim, or that, in signing and submitting this Proof of Claim, I (we) have the authority to act on behalf of the owner(s) thereof;
- 5. that Claimant(s) may be eligible to receive a distribution from the Net Settlement Fund;
- 6. that I (we) agree to furnish such additional information with respect to this Proof of Claim as the parties, the Claims Administrator or the Court may require;
- 7. 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;
- 8. 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;
- 9. that I (we) have included information requested above about all of my (our) transactions in Mortgage Pass-Through Certificates; and

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

10. 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 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 ______ (Month) (Year) in ______ (City, State, Country)

Signature of Claimant Date

Print your name here

Frint your name here

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 signing on behalf of Claimant Date

Print your name here

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 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 (888) 985-9201.
- 7. If you move, please send your new address to:

RALI MBS Litigation c/o Garden City Group, LLC P.O. Box 9991 Dublin, Ohio 43017-5991

Do not use highlighter on the Proof of Claim and Release form or supporting documentation.

THIS PROOF OF CLAIM MUST BE POSTMARKED NO LATER THAN JULY 3, 2015, AND MUST BE MAILED TO:

RALI MBS Litigation c/o Garden City Group, LLC P.O. Box 9991 Dublin, Ohio 43017-5991