

Must be Postmarked
No Later Than
July 6, 2015

In re Bear Stearns Mortgage Pass-Through Certificates Litigation
c/o GCG
P.O. Box 10148
Dublin, OH 43017-3148
Toll-Free: (855) 382-6452
www.BearStearnsCertificateSettlement.com

RMB



PROOF OF CLAIM AND RELEASE FORM

YOU MUST MAIL YOUR COMPLETED AND SIGNED FORM POSTMARKED ON OR BEFORE JULY 6, 2015,
TO BE POTENTIALLY ELIGIBLE TO SHARE IN THE SETTLEMENT.

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IMPORTANT: Before Completing This Proof of Claim, Please Carefully
Read the Enclosed Instruction Sheet.

QUESTIONS? CALL TOLL-FREE (855) 382-6452 OR VISIT WWW.BEARSTEARNSCERTIFICATESETTLEMENT.COM

To view GCG's Privacy Notice, please visit <http://www.gcginc.com/privacy>



PART I - CLAIMANT IDENTIFICATION

Beneficial Owner's Name (First, Middle, Last)

Joint Owner's Name (First, Middle, Last)

Street Address:

City:

State:

Zip or Postal Code:

Foreign Province:

Foreign Country:

Daytime Telephone Number:

Evening Telephone Number:

Email Address:

Last 4 digits of Claimant's Social Security Number/Taxpayer ID Number:

Record Owner's Name (if known and different from Beneficial Owner listed above):

Check appropriate box (check only one box):

Individual/Sole Proprietor

Joint Owners

Pension Plan

Corporation

Partnership

Trust

IRA

Other (describe: _____)

NOTE: Separate Proofs of Claim 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 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, 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 files. All Claimants **MUST** submit a manually signed paper Proof of Claim, 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 (855) 382-6452, or visit their website at www.BearStearnsCertificateSettlement.com, to obtain the required file layout. Electronic files may be submitted to eClaim@gcgin.com. 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.



PART II - TRANSACTIONS IN BEAR STEARNS MORTGAGE PASS-THROUGH CERTIFICATES

A. PURCHASES AND ACQUISITIONS: List all purchases and acquisitions of the Certificates. Be sure to attach the required documentation. (List chronologically)

Trade Date (Month/Day/Year)	CUSIP	Were these Certificates Exchanged?*
/ /		YES NO
<hr/>		
Original Face Amount	Price*	Total Cost*
\$, ,	\$.	\$, ,

Trade Date (Month/Day/Year)	CUSIP	Were these Certificates Exchanged?*
/ /		YES NO
<hr/>		
Original Face Amount	Price*	Total Cost*
\$, ,	\$.	\$, ,

Trade Date (Month/Day/Year)	CUSIP	Were these Certificates Exchanged?*
/ /		YES NO
<hr/>		
Original Face Amount	Price*	Total Cost*
\$, ,	\$.	\$, ,

B. SALES: List all sales of the Certificates. Be sure to attach the required documentation. (List chronologically)

Trade Date (Month/Day/Year)	CUSIP	Were these Certificates Exchanged?*
/ /		YES NO
<hr/>		
Original Face Amount	Price*	Total Proceeds*
\$, ,	\$.	\$, ,

Trade Date (Month/Day/Year)	CUSIP	Were these Certificates Exchanged?*
/ /		YES NO
<hr/>		
Original Face Amount	Price*	Total Proceeds*
\$, ,	\$.	\$, ,

Trade Date (Month/Day/Year)	CUSIP	Were these Certificates Exchanged?*
/ /		YES NO
<hr/>		
Original Face Amount	Price*	Total Proceeds*
\$, ,	\$.	\$, ,

* excluding commissions, transfer taxes or other fees

** If your Certificates were exchanged, please complete and return the form entitled "Part II Continued: Schedule of Exchanged Certificates," which can be found on the website (www.BearStearnsCertificateSettlement.com). You will need to provide the following for each such exchange: CUSIP exchanged, date of exchange, original face amount exchanged, CUSIP(s) of securities received in the exchange, and original face amount(s) of each class of certificate received.

You should not include in the schedule of "sales" transactions payments of principal received ("paydowns") as distributions in connection with ownership of any Certificates.

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



PART II - TRANSACTIONS IN BEAR STEARNS MORTGAGE PASS-THROUGH CERTIFICATES

C. UNSOLD MORTGAGE PASS-THROUGH CERTIFICATES AT THE DATE SUIT WAS BROUGHT AND THROUGH DATE OF SUBMISSION OF CLAIM FORM (see Tables A-1 and A-2 to the Plan of Allocation for information about the applicable Date of Suit): Claimants must indicate their ownership of any Certificates as of the applicable Date of Suit and, if still held, as of the date of submission of this Claim Form. Accordingly, please state the CUSIP and Face Amount of any Certificates that the Claimant still owned as of the (i) applicable Date of Suit (as set forth for each Certificate in Table A to the Plan of Allocation), and (ii) Date of Submission of this Claim Form:

Date of Suit	CUSIP	Original Face Amount
For each Certificate where Table A indicates Date of Suit was August 20, 2008 list holdings by CUSIP		\$
		\$
		\$

Date of Suit	CUSIP	Original Face Amount
For each Certificate where Table A indicates Date of Suit was May 15, 2009 list holdings by CUSIP		\$
		\$
		\$

Date of Suit	CUSIP	Original Face Amount
For each Certificate where Table A indicates Date of Suit was July 9, 2009 list holdings by CUSIP		\$
		\$
		\$

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

Be sure to attach the required documentation for each transaction or holding identified in this Proof of Claim. As set forth in the Plan of Allocation, if you purchased certain exchangeable certificates, such exchange transactions must be identified in this Claim, where the Certificate(s) surrendered is (are) identified as a Sale, on the date of exchange, at a price of \$0.00, and the Certificate(s) received is (are) identified as a Purchase, on the date of exchange at a price of \$0.00.

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS, PLEASE PHOTOCOPY THIS PAGE, WRITE YOUR NAME ON THE COPY AND CHECK THIS BOX:
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PART III: RELEASE OF CLAIMS AND SIGNATURE

Definitions

“Effective Date,” as defined in the Stipulation and Agreement of Settlement (the “Stipulation”), means the day following the latest date when all of the following shall have occurred:

- (a) entry of the Preliminary Approval Order;
- (b) approval by the Court of the Settlement following notice to the Class and a hearing in accordance with Rule 23 of the Federal Rules of Civil Procedure; and
- (c) 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 Order and Final 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 Court enters an Alternative Judgment and none of the Settling Parties elects to terminate this 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.

“Order and Final Judgment” means the order(s) and final judgment(s) to be entered in this Action pursuant to ¶33 of the Stipulation substantially in the form of Exhibit B attached thereto.

“Defendants” means: Bear, Stearns & Co. Inc., J.P. Morgan Securities Inc. (n/k/a J.P. Morgan Securities LLC), EMC Mortgage Corporation (n/k/a EMC Mortgage LLC), Structured Asset Mortgage Investments II, Inc., Jeffrey L. Verschleiser, Michael B. Nierenberg, Jeffrey Mayer, and Thomas F. Marano.

“Released Claims” means all claims and causes of action of every nature and description, whether known or Unknown Claims, whether arising under federal, state, common or foreign law, that relate to the purchase, other acquisition, or sale of the Certificates sold in the Offerings and that Lead Plaintiffs or any other Member of the Class (a) asserted in the Action, or (b) could have asserted in any forum that arise out of or are based upon the allegations, transactions, facts, matters or occurrences, or representations or omissions involved, set forth, or referred to in the Action. “Released Claims” shall not include derivative claims, including contractual claims, belonging to the issuing trusts. Nothing in the Stipulation shall be construed to suggest or imply that any derivative claims exist or have merit.

“Released Parties” means: (a) the Defendants; (b) the Defendants’ current and former officers, directors, agents, parents, affiliates, subsidiaries, successors, predecessors, assigns, assignees, employees, and attorneys, in their respective capacities as such; and (c) the Former Defendants.

“Released Parties’ Claims” means: any and 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 arise out of or relate in any way to the institution, prosecution, or settlement of the claims against the Defendants in the Action, except for claims relating to the enforcement of the Settlement, against Plaintiffs, Plaintiffs’ Counsel, or any other Class Member.

“Unknown Claims” means: any and all Released Claims that 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, and any Released Parties’ Claims that the Released Parties do not know or suspect to exist in his, her or its favor, which if known by him, her or it might have affected his, her or its settlement with and release of the Released Parties (or Plaintiffs, as appropriate), or might have affected his, her or its decision not to object to this Settlement or not exclude himself, herself or itself from the Class. With respect to any and all Released Claims and Released Parties’ Claims, the parties stipulate and agree that, upon the Effective Date, Plaintiffs and Defendants shall expressly waive, and each Class Member and Released Party 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, 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 they know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs shall expressly, 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 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 and Defendants acknowledge, and Class Members and Released Parties 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 and Released Parties’ Claims was separately bargained for and was a material element of the Settlement.

**PART III: RELEASE OF CLAIMS AND SIGNATURE (CONTINUED)****The Release**

I (We) understand and acknowledge that without further action by anyone, on and after the Effective Date, each Class Member shall be deemed to have, and by operation of law and of the Order and Final Judgment shall have fully, finally, and forever released, relinquished, waived, discharged and dismissed each and every Released Claim (including Unknown Claims) against each and all of the Released Parties, regardless of whether or not such Class Member executes and delivers a Proof of Claim.

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 Stipulation 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. 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 as defined in the definition of the Class 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 each and every Released Claim (including Unknown Claims) against each and all the "Released Parties" as defined above.

I (We) hereby acknowledge that the Claimant(s) is a (are) Class Member(s), as defined herein and in the Notice, and

1. 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 Certificates at issue herein;
2. that I (we) own(ed) the 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;
3. that Claimant(s) may be eligible to receive a distribution from the Net Settlement Fund;
4. 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;
5. that I (we) have included information requested above about all of my (our) transactions in the Certificates at issue; and
6. 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.



PART III: RELEASE OF CLAIMS AND SIGNATURE (CONTINUED)

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.

Signature of Claimant

Print Name of Claimant

Date

Signature of Joint Claimant, if any

Print Name of Joint Claimant, if any

Date

If 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

Print Name of Person Completing Form

Date

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



REMINDER CHECKLIST

- * Please sign the Certification Section of the Proof of Claim.
- * If this Claim is being made on behalf of Joint Claimants, then both must sign.
- * Please remember to attach supporting documents.
- * **DO NOT SEND ORIGINALS OF ANY SUPPORTING DOCUMENTS.**
- * Keep a copy of your Proof of Claim and all documentation submitted for your records.
- * If you want to receive an acknowledgment of the Claims Administrator's receipt of your Proof of Claim, please send it by Certified Mail, or call the Claims Administrator to confirm receipt. The contact information for the Claims Administrator is:

In re Bear Stearns Mortgage Pass-Through Certificates Litigation
c/o GCG
P.O. Box 10148
Dublin, OH 43017-3148

Toll-free number: (855) 382-6452

www.BearStearnsCertificateSettlement.com

- * If you move, please send your new address to the above address.

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

THIS PROOF OF CLAIM MUST BE POSTMARKED NO LATER THAN JULY 6, 2015, AND MUST BE MAILED TO:

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c/o GCG
P.O. Box 10148
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**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE**