UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

NECA-IBEW HEALTH & WELFARE FUND, Individually and On Behalf of All Others Similarly Situated.

Plaintiff,

VS.

GOLDMAN, SACHS & CO., et al.,

Defendants.

POLICE AND FIRE RETIREMENT SYSTEM OF THE CITY OF DETROIT, Individually and On Behalf of All Others Similarly Situated,

Plaintiff,

VS.

GOLDMAN, SACHS & CO., et al.,

Defendants.

Civil Action No. 1:08-cv-10783-LAP

"ECF Case"

CLASS ACTION

Civil Action No. 10 Civ. 4429-LAP

"ECF Case"

CLASS ACTION

PROOF OF CLAIM AND RELEASE

I. GENERAL INSTRUCTIONS

- 1. To be potentially eligible to recover as a Settlement Class Member based on your claims in the actions entitled NECA-IBEW Health & Welfare Fund v. Goldman, Sachs & Co., et al., Civil Action No. 1:08-cv-10783-LAP, and/or Police and Fire Retirement System of the City of Detroit v. Goldman, Sachs & Co., et al., Civil Action No. 10 Civ. 4429-LAP (the "Actions"), you must complete and, on page 6 hereof, sign this Proof of Claim and Release form ("Proof of Claim Form"). If you fail to file a properly addressed (as set forth in paragraph 4 below) Proof of Claim Form, your claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed Settlement.
- 2. The capitalized and defined terms used herein shall have the meanings set forth in the Stipulation and Agreement of Settlement, unless otherwise noted.
- 3. Submission of this Proof of Claim Form, however, does not assure that you will share in the proceeds of the settlement of the Actions.
- 4. YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM FORM POSTMARKED ON OR BEFORE MAY 13, 2016, ADDRESSED AS FOLLOWS:

Goldman Sachs MBS Settlement
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 990
Corte Madera, CA 94976-0990

5. If you are a Settlement Class Member and you do not timely request exclusion in connection with the proposed Settlement, you are bound by the terms of any judgment entered in the Actions, including the releases provided therein, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM FORM.

The Settlement Class is defined as all Persons¹ who prior to December 11, 2008 purchased or otherwise acquired **any of the Certificates² in the Offerings³** and were damaged thereby. Excluded from the Settlement Class are: (i) Defendants,

¹ "Person" or "Persons" means any individual, corporation, partnership, association, affiliate, joint stock company, estate, trust, unincorporated association, entity, government and any political subdivision thereof, or any other type of business or legal entity.

² "Certificates" means those Certificates listed (by CUSIP) on Table A to the Plan of Allocation, which is available on the Settlement website, www.GoldmanSachsMBSSettlement.com.

³ "Offerings" means the GSAA Home Equity Trust 2007-3; GSAA Home Equity Trust 2007-4; GSAA Home Equity Trust 2007-5; GSAA Home Equity Trust 2007-6; GSAA Home Equity Trust 2007-7; GSAA Home Equity Trust 2007-8; GSAA Home Equity Trust 2007-10;

originators of any loans underlying the Certificates, and Defendants' and the originators' successors and assigns, and the directors and officers of such entities at all relevant times, as well as members of such Persons' immediate families and their legal representatives, heirs, successors or assigns, and any entity in which any excluded Person has or had a controlling interest, except that affiliates and entities in which such excluded Person has or had a controlling interest are excluded from the Settlement Class only to the extent that such entities themselves had a proprietary (*i.e.*, for their own account) interest in the Certificates and not to the extent that they held the 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, and Investment Vehicles⁴ shall not be excluded from the Settlement Class; and (*ii*) Persons who have filed a timely and valid request for exclusion in accordance with the requirements set forth in the Notice, it being understood and agreed that those Persons who have filed individual actions to separately pursue claims against the Defendants relating to the Certificates or the Offerings are nevertheless required to file a timely and valid request for exclusion in order to be excluded from the Settlement Class.

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

II. CLAIMANT IDENTIFICATION

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

Use Part I of this form entitled "CLAIMANT IDENTIFICATION" to identify each purchaser of record ("nominee"), if different from the beneficial purchaser which forms the basis of this claim. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER(S) OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S) OF THE CERTIFICATE(S) UPON WHICH THIS CLAIM IS BASED.

All joint purchasers must sign the Proof of Claim Form. Executors, administrators, guardians, conservators, and trustees must complete and sign this claim on behalf of persons represented by them and their authority must accompany this claim and their titles or capacities must be stated. 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 your claim or result in rejection of the claim.

III. CLAIM FORM

Use Part II of the Proof of Claim Form entitled "Schedule of Transactions in the Certificates" to supply all required details of your transaction(s) in the Certificates, including any information concerning the exchange of one class or classes of Certificates for another class or classes of Certificates. If you need more space to list your transactions, make a copy of the applicable page. Additional copies of the schedules can also be found on the settlement website, www.GoldmanSachsMBSSettlement.com. Sign and print or type your name on each additional schedule.

On the schedules, provide all of the requested information with respect to **all** of your purchases, acquisitions and sales of the Certificates, whether such transactions resulted in a profit or a loss. You must provide **all** Certificate purchases/acquisitions that occurred prior to December 11, 2008 and **all** sales and exchanges of Certificates that occur up to the date of claim submission. Failure to report all such transactions may result in the rejection of your claim.

If any of your Certificates were exchanged, you must also complete and return a separate form entitled "Schedule of Exchanged Certificates" with your Proof of Claim Form submission. The form for exchanged Certificates can be found on the Case Documents tab of the settlement website, www.GoldmanSachsMBSSettlement.com. You will need to provide the CUSIP for each Certificate exchanged, date of exchange, price, total purchase price, and face value for each Certificate received in the exchange.

List each transaction separately, and accurately, providing the month, day, and year for each.

Copies of broker confirmations or other documentation of your Certificates should be attached to your Proof of Claim Form. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

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. If you wish to file your claim electronically, you must contact the Claims Administrator at 1-877-255-2890 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.

GSAMP Trust 2007-HE1; GSAMP Trust 2007-HE2; GSR Mortgage Loan Trust 2007-OA1; GSR Mortgage Loan Trust 2007-OA2; GSR Mortgage Loan Trust 2007-3F; GSR Mortgage Loan Trust 2007-4F; and GSR Mortgage Loan Trust 2007-5F.

"Investment Vehicle" means any investment company or pooled investment fund, including, but not limited to, mutual fund families, exchange-traded funds, fund of funds, private equity funds, real estate funds, and hedge funds, in which any Defendant have, has or may have a direct or indirect interest, or as to which its affiliates may act as an investment advisor, general partner, managing member, or other similar capacity, but of which any Defendant or any of its respective affiliates is not a majority owner or does not hold a majority beneficial interest.

Official Office Use Only



UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

NECA-IBEW Health & Welfare Fund v. Goldman, Sachs & Co., et al., Civil Action No. 1:08-cv-10783-LAP

Police and Fire Retirement System of the City of Detroit v. Goldman, Sachs & Co., et al., Civil Action No. 10 Civ. 4429-LAP

PROOF OF CLAIM AND RELEASE FORM

<u>Please Type or Print in the Boxes Below</u> Do <u>NOT</u> use Red Ink, Pencil, or Staples Must Be Postmarked No Later Than May 13, 2016

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PART II. SCHEDULE OF TRANSACTIONS IN THE CERTIFICATES

Α.	PURCHASES/ACQUISITIONS: December 11, 2008.	List below all purchases and/or oth	ner acquisitions of the Certificates which occurred prior to							
	CUSIP	Purchase Date								
			Was this Certificate exchanged?* ○ Y ○ N							
	Face Value	Price	Total Purchase Price (Excluding Commissions, Taxes and Fees)							
\$			\$							
	CUSIP	Purchase Date								
			Was this Certificate exchanged?* ○ Y ○ N							
	Face Value	Price	Total Purchase Price (Excluding Commissions, Taxes and Fees)							
\$			\$							
	Date. Do not include any payme	nt of principal received as distribution Sale Date	s ("paydowns") in this section. Was this Certificate exchanged?* Y O N							
			Total Sale Price							
	Face Value	Price	(Excluding Commissions, Taxes and Fees)							
\$			\$							
	CUSIP	Sale Date								
			Was this Certificate exchanged?* OY ON							
	Face Value	Price	Total Sale Price (Excluding Commissions, Taxes and Fees)							
\$			\$							
C.	UNSOLD CERTIFICATES: List be	elow any unsold Certificates which you CUSIP	continued to own as of the Claim Submission Date. Face Value							
			\$							
			\$							
			\$							
'Sc to p	hedule of Exchanged Certificates," w	hich can be found on the settlement wel	cchanged, please complete and return a separate form entitle osite at www.GoldmanSachsMBSSettlement.com. You will need al purchase price, and face value for each certificate received in							
	IF YOU NEED ADDITIONAL SPA	ACE TO LIST YOUR PURCHASE AND HIS PAGE. YOU CAN ALSO PRINT AI	SALE TRANSACTIONS OR UNSOLD CERTIFICATES, DDITIONAL SCHEDULES FROM THE WEBSITE.							

YOU MUST READ AND SIGN THE RELEASE ON PAGE 6. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.

WRITE YOUR NAME ON EACH ADDITIONAL SCHEDULE AND FILL THIS CIRCLE:



IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim Form under the terms of the Stipulation and Agreement of Settlement 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 Settlement Class Member and for purposes of enforcing the release 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 Actions. 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.

V. DEFINITIONS

- 1. "Defendants" means Goldman, Sachs & Co., Goldman Sachs Mortgage Company, GS Mortgage Securities Corp., Daniel L. Sparks, Michelle Gill, and Kevin Gasvoda.
- 2. "Effective Date" means the first day following the day on which the Settlement contemplated by the Stipulation shall become effective as set forth in ¶12 of the Stipulation.
- 3. "Order and Final Judgment" means the order(s) and final judgment(s) to be entered in these Actions pursuant to ¶10 of the Stipulation substantially in the form of Exhibit B attached to the Stipulation.
- 4. "Released Claims" means any and all claims, demands, rights, liabilities and causes of action (including "Unknown Claims" as defined in ¶10 below) of any nature whatsoever, asserted under federal, state, common, local or foreign law that Plaintiffs and/or any Settlement Class Member have, had, or may have against the Released Parties (as defined below) based on, arising out of or related directly or indirectly to both (i) the purchase or sale or other acquisition or disposition, or holding of any Certificates; and (ii) all acts, events, occurrences, transactions, facts, statements, representations, misrepresentations or omissions that were or could have been alleged in the Actions. "Released Claims" include all rights of appeal from any prior decision of the Court in the Actions. "Released Claims" do not include: (a) claims arising out of, based upon, relating to, concerning, or in connection with the interpretation or enforcement of the terms of the Settlement; or (b) any claims against the trustees of the Offerings or any derivative claims belonging to the Offerings that have been asserted in any action or proceeding prior to the date of execution of the Stipulation, provided that nothing herein or otherwise shall be construed to suggest or imply that any such asserted claims (i) have merit; (ii) may be properly asserted by or on behalf of Plaintiffs, any Settlement Class Member, or any trustee of the Offerings; or (iii) are timely.
- 5. "Released Parties" means: (i) the Defendants; (ii) each of the 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 Defendants or in which any of the Defendants has or had a controlling interest.
- 6. "Released Parties' Claims" means any and all claims and causes of action of every nature and description, whether known or Unknown Claims, which the Released Parties possess against Plaintiffs, Plaintiffs' Counsel or any Settlement Class Member, 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 in the Actions, except for claims relating to, concerning, or in connection with the interpretation or the enforcement of the terms of the Settlement.
 - 7. "Settlement" means the Stipulation and the settlement contained within the Stipulation.
- 8. "Settlement Class Member" or "Member of the Settlement Class" means a Person that is a Member of the Settlement Class and that does not exclude himself, herself or itself by timely filing a request for exclusion in accordance with the requirements set forth in the Notice.
 - 9. "Stipulation" means the Stipulation and Agreement of Settlement.
- 10. "Unknown Claims" means any and all Released Claims that Plaintiffs and/or any Settlement 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 and all 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, Plaintiffs' Counsel and the Members of the Settlement Class, 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 Settlement 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 Settlement 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 Settlement 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, and each Settlement 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 Settlement 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.

RELEASE AND ACKNOWLEDGEMENT

- I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever settle, release, relinquish, dismiss, and discharge all of my (our) Released Claims, including Unknown Claims (as described above), against each and all of the Released Parties, with prejudice, as of the Effective Date defined in the Stipulation.
- This release shall be of no force or effect unless and until the Court approves the Settlement and it becomes effective on the Effective Date.
- I (We) hereby warrant and represent 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.
- I (We) hereby warrant and represent that I (we) have included all requested information about all of my (our) transactions in the Certificates, as well as the Certificates held by me (us) as of the claim submission date.
- I (We) hereby warrant and represent that I am (we are) not excluded from the Settlement Class, as defined in the Notice.
 - 6. The number(s) shown on this form is (are) the correct SSN/TIN(s).

I (WE) DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA THAT ALL OF THE FOREGOING INFORMATION SUPPLIED ON THIS PROOF OF CLAIM AND RELEASE FORM BY THE UNDERSIGNED IS TRUE AND CORRECT.

Executed this day	of(Month/Year)	in(City/State/Country)	
(Sign your name here)		(Sign your name here)	_
(Type or print your name here)		(Type or print your name here)	
(Capacity of person(s) signing, e.g., Beneficial Purchaser, Executor or Admini	strator)	(Capacity of person(s) signing, e.g., Beneficial Purchaser, Executor or Administrator)	

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

Reminder Checklist:

- 1. Please sign the above RELEASE AND ACKNOWLEDGMENT.
- 2. If this Proof of Claim Form is being made on behalf of joint claimants, then both must sign.
- Remember to attach copies of supporting documentation, if available.
- 4. Do not send originals of Certificates or supporting documentation as they will not be returned.
- 5. Keep a copy of your Proof of Claim Form and all supporting documentation for your records.
- 6. If you desire an acknowledgment of receipt of your Proof of Claim Form, please send it via USPS Certified Mail, Return Receipt Requested.
- 7. If you move, please send your new address via email to classact@gilardi.com or mail to:

Goldman Sachs MBS Settlement Claims Administrator c/o Gilardi & Co. LLC P.O. Box 990

Corte Madera, CA 94976-0990

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

THIS PROOF OF CLAIM FORM MUST BE POSTMARKED NO LATER THAN MAY 13, 2016 AND MUST BE MAILED TO:

Goldman Sachs MBS Settlement Claims Administrator c/o Gilardi & Co. LLC P.O. Box 990 Corte Madera, CA 94976-0990

