

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

BLACKROCK CORE BOND PORTFOLIO,
et al.,

Plaintiffs,

-against-

WELLS FARGO BANK, NATIONAL
ASSOCIATION,

Defendant.

Index No. 656587/2016

Justice Andrew Borrok (Part 53)

**NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT AND
FAIRNESS HEARING AND RIGHT TO APPEAR**

A State Court authorized this Notice. This is not a solicitation from a lawyer.

*IF YOU AT ANY TIME ON OR AFTER JUNE 18, 2014 HELD OR ACQUIRED A BENEFICIAL
INTEREST IN A SECURITY ISSUED FROM THE 271 RESIDENTIAL MORTGAGE-BACKED
SECURITIES TRUSTS IDENTIFIED IN APPENDIX I (COLLECTIVELY, THE “TRUSTS”),
PLEASE READ THIS NOTICE.*

*YOUR RIGHTS WILL BE AFFECTED BY THE PROPOSED SETTLEMENT OF THE ABOVE-
CAPTIONED CLASS ACTION (THE “ACTION”) PENDING IN THE SUPREME COURT OF
THE STATE OF NEW YORK (THE “COURT”).¹*

Please Note: A complete list of the Certificates issued by the Trusts and corresponding CUSIPs can be found on the Settlement website: www.blackrockwellsfargotrusteeclassaction.com.

NOTICE OF SETTLEMENT: Plaintiffs identified in Appendix II hereto, on behalf of themselves and the Settlement Class (as defined below), have reached a proposed settlement (the “Settlement”) to resolve all Claims in the Action for \$43,000,000 in cash and the release of \$70,000,000 of the Reserve Funds withheld or reserved by Wells Fargo Bank N.A. (“Wells Fargo”) in its Trustee Reserve Accounts established in connection with the following 20 Bank of America securitizations: Banc of America Alternative Loan Trust 2004-1; Banc of America Alternative Loan Trust 2004-2; Banc of America Alternative Loan Trust 2004-3; Banc of America Alternative Loan Trust 2004-4; Banc of America Alternative Loan Trust 2004-7; Banc of America Alternative Loan Trust 2004-8; Banc of America Mortgage 2004-1; Banc of America Mortgage 2004-10; Banc of America Mortgage 2004-11; Banc of America Mortgage 2004-3; Banc of America Mortgage 2004-4; Banc of America Mortgage 2004-5; Banc of America

¹ All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation, which is available at www.blackrockwellsfargotrusteeclassaction.com.

Mortgage 2004-7; Banc of America Mortgage 2005-1; Banc of America Mortgage 2005-10; Banc of America Mortgage 2005-12; Banc of America Mortgage 2005-5; Banc of America Mortgage 2005-6; Banc of America Mortgage 2005-7; Banc of America Mortgage 2005-9 (collectively, the “Bank of America Reserve Account Trusts”).

PURPOSE OF THIS NOTICE: The purpose of this Notice is to inform you that a hearing will be held on May 6, 2019 at 10:00 a.m. in the Supreme Court of New York, County of New York, 60 Centre Street, Courtroom 238, New York, N.Y. 10007 (the “Fairness Hearing”) to determine (1) whether the proposed Settlement of this Action should be approved by the Court as fair, reasonable, adequate, and in the best interests of the Settlement Class; (2) whether the Settlement Class should be certified for purposes of effectuating the Settlement only; (3) whether this litigation should be dismissed with prejudice and all Settled Claims extinguished and released pursuant to the terms and conditions set forth in the Parties’ Stipulation and Agreement of Settlement dated November 9, 2018 (the “Stipulation”), such that no member of the Class could sue on such claims again; (4) whether the proposed plan for allocating the Settlement proceeds is fair, reasonable, and adequate and should be approved; and (5) whether the application of Plaintiffs’ Counsel for an award of Litigation Expenses and attorneys’ fees should be approved.

PLEASE READ THIS NOTICE CAREFULLY! This Notice describes the rights you may have under the Settlement, including the possible receipt of cash from the Settlement, and what steps you may take in relation to the Settlement, including your right to object, opt-out of the Settlement, and participate in a hearing on the Settlement. If you are a member of the Settlement Class, your legal rights will be affected whether or not you act.

RECEIPT OF THIS NOTICE DOES NOT MEAN THAT YOU ARE A SETTLEMENT CLASS MEMBER OR THAT YOU WILL BE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT.

IF YOU ARE A SETTLEMENT CLASS MEMBER AND YOU WISH TO PARTICIPATE IN THE DISTRIBUTION OF PROCEEDS FROM THE SETTLEMENT, YOU MUST SUBMIT THE ENCLOSED PROOF OF CLAIM FORM AND THE REQUIRED SUPPORTING DOCUMENTATION TO THE CLAIMS ADMINISTRATOR BY NO LATER THAN JULY 2, 2019.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

SUBMIT PROOF OF CLAIM FORM BY JULY 2, 2019	The only way to be eligible to receive a payment from the Settlement.
EXCLUDE YOURSELF BY APRIL 15, 2019	If you exclude yourself from the Settlement Class, you will not be eligible to receive any payment from the Settlement. Exclusion is the only option that can allow you to bring another lawsuit against the Defendant with respect to the Released Claims.
OBJECT TO THE SETTLEMENT	If you are a Settlement Class Member and do not like the proposed Settlement, the proposed Plan of Allocation, and/or the request for attorneys' fees and expenses, you may object orally at the Fairness Hearing on May 6, 2019 or write to the Court and explain why you do not like them.
ATTEND THE HEARING ON MAY 6, 2019, AT 10:00 A.M.	You may attend the hearing and speak in Court about the fairness of the proposed Settlement, the Plan of Allocation, and/or the request for attorneys' fees and expenses.
DO NOTHING	If you are a Settlement Class Member and you do not submit a Proof of Claim Form, you will not be eligible to receive any payment from the Settlement. You will, however, remain a Settlement Class Member and give up your right to bring, participate in, or receive a monetary or other recovery in connection with another lawsuit against the Defendant with respect to the Released Claims, and you will be bound by any orders entered by the Court.

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BASIC INFORMATION

Note that the following recitation does not constitute findings of the Court. It is based on statements of the settling parties and should not be understood to be an expression of any opinion of the Court as to the merits of any of the claims or defenses raised by the parties.

1. What's this litigation about?

The Plaintiffs are identified in Appendix II hereto. Wells Fargo Bank, N.A. is the Defendant and is trustee for the Trusts at issue in the Action.

Plaintiffs allege that Wells Fargo, as trustee for the Trusts, breached its contractual and common law duties by failing to enforce Trust repurchase claims when it discovered mortgage loans that allegedly breached representations and warranties made by the entities (or their successors) that sold the mortgage loans to the Trusts, and failing to provide notices to cure known servicing violations to the servicers responsible for servicing the mortgage loans in the Trusts. These Claims include allegations that Defendant is liable for Claims arising out of or relating to (i) documents missing or allegedly missing from the loan files that were delivered to the Trusts or the custodians for the Trusts; (ii) breaches of duty or of representations or warranties by the originators, sellers or other responsible parties of the mortgage loans that were part of the Trusts; (iii) breaches of duty relating to servicers, master servicers, or custodians of the mortgage loans in the Trusts; (iv) alleged conflicts of interest or acting and failing to act as a result of alleged conflicts of interest; (v) the actions or omissions of Defendant with regard to items (i) to (iv); and (vi) the use of funds from the Trusts by Defendant for the defense or indemnification of any lawsuit or claims. Defendant has asserted Claims for contribution against certain of Plaintiffs' investment advisors.

Defendant has denied Plaintiffs' allegations, denied that it has any liability to Plaintiffs or the Settlement Class, denied that Plaintiffs or the Settlement Class have suffered any cognizable harm, and asserted various affirmative defenses to the Claims. Plaintiffs have denied Defendant's allegations and denied any wrongdoing or liability for contribution to Defendant in connection with the actions taken by their investment advisors.

2. What's happened in this case so far?

Plaintiffs commenced this litigation by filing a putative class action June 18, 2014 in New York State court captioned *BlackRock Allocation Target Shares: Series S Portfolio, et al. v. Wells Fargo Bank, National Association*, Index No. 651867/2014 (N.Y. Sup. Ct.). That complaint was amended on July 16, 2014. On November 24, 2014, Plaintiffs filed a motion for voluntary dismissal without prejudice and re-filed a complaint relating to the Trusts in federal court captioned *BlackRock Allocation Target Shares: Series S Portfolio, et al. v. Wells Fargo Bank, National Association*, Case No. 14-cv-9371-KPF-SN (S.D.N.Y.). The complaint alleged claims against Defendant for breach of contract, breach of the implied covenant of good faith and fair dealing, breach of fiduciary duty, breach of the duty to avoid conflicts of interest, negligence, and violations of the Trust Indenture Act ("TIA"). After the initial complaint was filed in federal court, various motions to dismiss were filed and ruled upon. In ruling on those motions, the federal court declined to exercise supplemental jurisdiction over trusts governed by agreements created under

state law, splitting the litigation into two actions: one in state court and one in federal court. Various amended complaints were filed in those actions, and numerous subsequent motions were briefed and argued. As a result of those rulings, the claims were narrowed to claims for alleged breaches of contract, violations of the TIA, and breaches of duty to avoid conflicts of interest. In addition, the federal court held that Plaintiffs could not use sampling to prove their claims, but instead would need to litigate those claims on a loan-by-loan, trust-by-trust basis.

Following certain proceedings in California, on December 17, 2016, Plaintiffs filed the complaint in the above-captioned action regarding certain trusts governed by state law agreements in New York Supreme Court. Wells Fargo moved to dismiss that complaint on June 21, 2017, and briefing was complete by August 28, 2017. Oral argument was held before the Honorable Charles E. Ramos on September 20, 2017. In light of the Parties' agreement to settle the Action, the motion was marked off calendar on September 25, 2018, without prejudice to renewal.

Following the federal court's rulings, Wells Fargo filed its answer to the amended complaint in the federal action. On May 26, 2017, Wells Fargo also filed complaints for contribution against certain of Plaintiffs' investment advisors. Plaintiffs moved to dismiss those complaints. Those motions have been fully briefed and remain pending.

On July 11, 2017, certain Plaintiffs filed a separate complaint in the New York State Court against Defendant for declaratory relief (the "Declaratory Relief Action"). The Declaratory Relief Action sought a declaration that Wells Fargo was not entitled to indemnity from certain of the Trusts, was not entitled to draw against those Trusts for purposes of advancing its attorneys' fees and expenses and was not entitled to withhold or reserve those Trusts' funds for future legal expenses. Defendant filed a motion to dismiss that action that Plaintiffs opposed. Oral argument was held, and the Court granted Wells Fargo's motion to dismiss, terminating the Declaratory Relief Action. Plaintiffs filed a notice of appeal.

The Action and the related cases have been heavily litigated for more than 4 years. In that time, the Parties have sought and obtained extensive discovery related to the various Claims at issue. Collectively, the Parties have served hundreds of discovery requests, produced millions of documents, and taken at least 75 depositions of witnesses. The Parties have also received and analyzed more than 700,000 documents from third parties in response to more than 160 third-party subpoenas. The Parties have also researched applicable law and litigated disputes with respect to numerous aspects of the Claims of the Plaintiffs and Settlement Class, as well as the potential defenses thereto. The Parties have also retained and consulted with experts in connection with developing and litigating the Claims.

On January 31, 2018, in the federal action, Plaintiffs filed a motion for class certification, including an expert report and other supporting material (the "Class Certification Motion"). Defendant opposed that motion, which was fully briefed on April 23, 2018. In light of the Parties' Settlement, the Parties contacted the Court and requested that decision on the Class Certification Motion be held in abeyance pending approval of the Settlement, at which point the motion would become moot. The Parties reserved the right to move forward on the motion in the event the Settlement does not receive final Court approval.

While the Class Certification Motion was pending, and as the Parties prepared to engage in extensive and expensive expert discovery, the Parties retained a highly respected and experienced neutral mediator to assist them in determining whether a resolution of the Action was possible.

The Parties participated in a full-day mediation on August 4, 2018. After the mediation, with the assistance of the mediator, the Parties reached a preliminary agreement to settle the Action on August 15, 2018. Due to the complexity of the issues, additional negotiations followed regarding the terms of the Stipulation. On November 9, 2018, the Parties entered into a Stipulation and Agreement of Settlement (the “Stipulation”), which sets forth the full terms and conditions of the Settlement. The Stipulation can be viewed at www.blackrockwellsfargotrusteeclassaction.com.

On January 30, 2019, the Court authorized this Notice to be disseminated to potential Settlement Class Members, and scheduled the Fairness Hearing to consider whether to approve the Settlement.

REASONS FOR THE SETTLEMENT

3. Why is there a Settlement?

Plaintiffs and Plaintiffs’ Counsel believe, based on their factual investigation, extensive discovery, consultation with experts, research into the applicable law, years of litigation, and consideration of the risks and uncertainties of further litigation, that the terms and conditions of the Parties’ Stipulation are fair, reasonable, and adequate, and in the best interests of the Settlement Class. Plaintiffs’ and Plaintiffs’ Counsel believe this, in part, because the Settlement avoids the costs and risks associated with continued litigation, including the risk of no recovery.

4. What risks existed with continued litigation?

Plaintiffs and Plaintiffs’ Counsel believe that the claims asserted against Defendant have merit. They recognize, however, the expense and length of continued proceedings necessary to pursue their claims against Defendant through trial and appeals, as well as the very substantial risks they would face in establishing liability and damages. To defeat summary judgment and prevail at trial, Plaintiffs would have been required to prove, among other things, that Defendant discovered breaches of representations and warranties and had actual knowledge of servicing violations with respect to individual loans in the Trusts. In addition, Plaintiffs would have had to establish the amount of class-wide damages.

Defendant would have had substantial arguments to make concerning each of these issues. For example, Defendant would have argued that Plaintiffs must prove, on a loan-by-loan basis, the Defendant’s discovery of breaches of representations and warranties and actual knowledge of servicing violations. Defendant also would have argued that Plaintiffs could not prove that Defendant had any obligation to pursue breaches of representation and warranty claims against the underlying sellers or that any such claim would have been successful. In addition, Defendant would have argued that any damages to Plaintiffs and the Class were caused by factors unrelated to the purported breaches of representations and warranties or servicing violations. Had any of these arguments been accepted in whole or in part, it could have eliminated or, at a minimum, drastically limited any potential recovery.

Further, in order to obtain a recovery for the Class, Plaintiffs would have to prevail at several stages—class certification, summary judgment, and trial—and, even if Plaintiffs prevailed, Plaintiffs would also have to prevail on appeals that would likely follow. Thus, there were

significant risks to the continued prosecution of the Action, and there was no guarantee that further litigation would have resulted in a higher recovery, or any recovery at all.

In light of these risks, the amount of the Settlement and the immediacy of recovery to the Settlement Class, Plaintiffs and Plaintiffs' Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class. Plaintiffs and Plaintiffs' Counsel believe that the Settlement provides a substantial benefit to the Settlement Class, as compared to the risk that the claims in the Action would produce a smaller, or no, recovery after summary judgment, trial, and appeals, possibly years in the future.

WHO IS IN THE SETTLEMENT CLASS

5. How is the Settlement Class defined?

The proposed Settlement Class consists of:

All persons or entities who purchased or otherwise acquired a beneficial interest in a security issued from the Trusts and (i) hold on the date on which the Court enters an order finally approving the Settlement or (ii) held at any time on or after June 18, 2014, but no longer hold as of the date on which the Court enters an order finally approving the Settlement (herein, the "Class" or "Settlement Class").

Excluded from the Class are Defendant, the Originators, the Sellers, the Master Servicers and the Servicers to the Trusts, and their officers and directors, their legal representatives, successors or assigns, and any entity in which they have or had a controlling interest; provided, however, that Wells Fargo is not excluded from the Class to the extent that Wells Fargo holds Certificates in the Trusts as assets in its capacity as a trustee or indenture trustee (or similar capacity) for the benefit of third party investors. Also excluded from the Class are IKB International, S.A., IKB Deutsche Industriebank A.G., and the plaintiffs or any entity a court determines to be the proper plaintiff(s) in the following actions: (i) *Royal Park Investments SA/NV v. Wells Fargo Bank, N.A.*, Case No. 14-cv-9764 (S.D.N.Y.); (ii) *National Credit Union Administration Board, et al. v. Wells Fargo Bank, National Association*, Case No. 14-cv-10067 (S.D.N.Y.); (iii) *Phoenix Light SF Limited, et al. v. Wells Fargo Bank, N.A.*, Case No. 14-cv-10102 (S.D.N.Y.); (iv) *Commerzbank AG. v. Wells Fargo Bank N.A.*, Case No. 15-cv-10033 (S.D.N.Y.) and (v) any person or entity that properly requests exclusion from the Class.

THE SETTLEMENT BENEFIT – WHAT YOU GET

6. What will Settlement Class Members receive in the Settlement?

The Settlement Amount is \$43,000,000 in cash. The recovery of an eligible Class Member will be a portion of the "Net Settlement Fund" (*i.e.*, the Settlement Amount, plus interest and minus Taxes, certain costs associated with determining and paying Taxes, the costs of claims administration, the costs of distributing this Notice, the costs of publishing the Publication Notice, attorneys' fees and Litigation Expenses awarded by the Court, and any other sums approved by the Court for disbursement from the Settlement Amount).

Payments will be made pursuant to the Plan of Allocation and will be final and conclusive against any and all Settlement Class Members. The proposed Plan of Allocation is set forth in Appendix III hereto.

In addition to the distribution of the Net Settlement Fund pursuant to the Plan of Allocation, Wells Fargo has agreed to the release of \$70,000,000 of Reserve Funds from the Trustee Reserve Accounts for the twenty (20) Bank of America Reserve Account Trusts, as described more fully in the Stipulation. Once released, those funds will be distributed in accordance with the Trusts' waterfall provisions by Wells Fargo, as trustee.

HOW TO OBTAIN A PAYMENT – SUBMITTING A PROOF OF CLAIM FORM

7. How can I obtain a payment?

To be eligible for a payment from the proceeds of the Settlement, you must be a member of the Settlement Class and you must timely complete and return the Proof of Claim and Release Form with copies of adequate supporting documentation **no later than July 2, 2019**. A Proof of Claim Form is included with this Notice, or you may obtain one from the website maintained by the Claims Administrator for the Settlement, www.blackrockwellsfargotrusteeclassaction.com, or you may request that a Proof of Claim Form be mailed to you by calling the Claims Administrator toll free at 1-833-843-2644. Please retain all records of your ownership of and transactions in the Certificates, as they may be needed to document your Claim. If you request exclusion from the Settlement Class or do not submit a timely and valid Proof of Claim Form, you will not be eligible to share in the Net Settlement Fund.

HOW SETTLEMENT CLASS MEMBERS ARE AFFECTED

8. What am I giving up to potentially receive a payment or to stay in the Settlement Class?

If you are a Settlement Class Member, then, whether or not you submit a Proof of Claim Form, you will remain a member of the Settlement Class unless you timely and validly exclude yourself. That means you will not be able to sue, continue to sue, or participate in any other lawsuit or other legal proceeding against, Defendant and certain other persons and entities regarding the Claims that are being settled as part of this Settlement. Nor will you be able to receive any recovery in connection with any other lawsuit or other legal proceeding against Defendant regarding Claims that are being settled as part of this Settlement. It also means that any judgment in the Action with respect to the Settlement (including any releases, injunctions, and assignments provided for therein) will apply to you and legally bind you, and that you will release your claims in this case and all other Settled Claims against Defendant and certain other persons and entities. More specifically:

As of the date of final approval of the Settlement, Plaintiffs and each of the Class Members will have, and will be deemed to have fully, finally and forever released, relinquished, waived, discharged and dismissed with prejudice all Plaintiffs' Released Claims, including Unknown Claims, as to Defendant and Defendant's Releasees.

The terms "Plaintiffs' Released Claims" and "Defendant's Releasees" mean the following:

“Plaintiffs’ Released Claims” means any and all Claims (including Unknown Claims) against the Defendant and Defendant’s Releasees that arise out of or relate to any of the facts, acts, omissions, transactions, or occurrences that have been alleged to form a basis of liability in the Actions or that could have been alleged to form a basis of liability against Wells Fargo in its capacities related to the Trusts in the Actions (including any facts, acts, omissions, or occurrences alleged to be, or that could be alleged to be, past, present, or continuations in the future of the alleged breaches of contract or other duties at issue in the Actions). Plaintiffs’ Released Claims include, but are not limited to, all Claims that arise out of or relate to facts, acts, omissions, transactions, or occurrences: (a) asserted in the Federal Action, (b) asserted in the NY State Court Action, (c) asserted in the Declaratory Relief Action, (d) asserted in the Third-Party Action, or (e) that could have been asserted in any forum that arise out of or are based upon the allegations, transactions, facts, matters or occurrences, involved, set forth, or referred to in the Federal Action, the NY State Court Action, the Declaratory Relief Action, or the Third-Party Action, including but not limited to Claims arising out of or relating to: (i) documents missing or allegedly missing from the loan files that were delivered to the Trusts and/or the custodians for the Trusts; (ii) breaches or alleged breaches of duty or of representations or warranties by the sellers of the mortgage loans to the Trusts; (iii) breaches or alleged breaches of duty (whatever the source of the duty) relating to servicers, master servicers, or custodians of the mortgage loans in the Trusts; (iv) alleged conflicts of interest or acting and/or failing to act as a result of alleged conflicts of interest; (v) the actions or omissions of Defendant and Defendant’s Releasees with regard to items (i) to (iv); and/or (vi) the use of funds from the Trusts by Defendant or Defendant’s Releasees for the defense or indemnification of any lawsuit or claims. The Settlement does not release any Claims relating to the enforcement of the Settlement or of any person or entity excluded from or not in the Settlement Class.

“Defendant’s Releasees” means the Defendant and each of the Defendant’s current or former employees, agents, representatives, directors, officers, attorneys, personal or legal representatives, predecessors, successors, parents, subsidiaries, divisions, joint ventures, agents, assigns, administrators, related or affiliated entities, in their capacities as such, and any entity in which Defendant has a controlling interest.

Additionally, upon approval of the Settlement, you will waive 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 jurisdiction that is similar 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.

You shall be deemed to have acknowledged that you hereafter may discover facts in addition to or different from those that you now know or believe to be true with respect to the subject matter of the Claims and rights released. Nevertheless, you will be deemed to intend for the releases set forth in the Settlement to be extended to and release all Claims (including Unknown Claims) and rights encompassed therein, whether known, unknown, suspected, unsuspected, concealed, hidden, accrued, unaccrued, contingent, or non-contingent.

Upon the approval of the Settlement by the Court, you also will be permanently enjoined from (i) asserting any right you have to participate in any future derivative, indemnification, or other action brought on behalf of any of the Trusts against the Defendant or Defendant’s Releasees

arising out of Plaintiffs' Released Claims; and (ii) asserting, supporting, directing, encouraging, instigating, voting in favor of, joining or fomenting in any way the assertion of any Claim relating to any Settled Claim or Trust by any party for contribution, indemnification, or a similar cause of action against Defendant or Defendant's Releasees. With these injunctions, you will be deemed to have agreed to assign any proceeds recovered from any such future action to Defendant.

The release of the Plaintiffs' Released Claims against Defendant and any of Defendant's Releasees applies to the Certificates and will bind and include any future purchasers or acquirers of securities, notes, or interests of any kind in the Trusts from Plaintiffs, Plaintiffs' Releasees, and Settlement Class Members with respect to such securities, notes, or interests of any kind in the Trusts. Without waiver of any position or argument regarding the applicability of any particular statutory provision, the releases contained in this Settlement will also apply to and release any and all Settled Claims against Defendant or Defendant's Releasees regardless of when such Claims accrued, including any and all Claims transferred to the Plaintiffs, Plaintiffs' Releasees, and Settlement Class Members pursuant to any agreement or by operation of any applicable law, including but not limited to, N.Y. Gen. Oblig. Law § 13-107.

Upon approval of the Settlement by the Court, the Parties, including Settlement Class Members, on behalf of themselves, their heirs, executors, administrators, predecessors, successors and assigns, as well as the Defendant's Releasees and the Plaintiffs' Releasees, shall be deemed to have released, relinquished, waived, discharged and dismissed each and every of the Settled Claims, and shall forever be enjoined from asserting, prosecuting, or pursuing, whether directly, indirectly, or derivatively, alone or in conjunction with others, any or all of the Settled Claims against the Released Parties.

EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS

If you want to keep any right you may have to sue or continue to sue the Defendant on your own concerning the Released Claims, to participate in any lawsuit or other proceeding against Defendant that concerns the Released Claims, or to obtain any recovery in connection with any lawsuit or other proceeding against Defendants that concerns the Released Claims, and you are willing to forgo a Settlement payment in this Action in order to keep that right, then you must take steps to exclude yourself from the Settlement Class. This is also called "opting out."

9. How can I be excluded from the Settlement Class?

Each Settlement Class Member will be bound by all determinations and judgments in this Action, whether favorable or unfavorable, unless such person or entity mails or delivers a written Request for Exclusion from the Settlement Class, addressed to *BlackRock Wells Fargo Trustee Litigation, EXCLUSIONS*, c/o JND Legal Administration, P.O. Box 91224, Seattle, WA 98111. The exclusion request must be **received no later than April 15, 2019**. You will not be able to exclude yourself from the Settlement Class after that date.

To be valid, a Request for Exclusion must be in writing and contain: (i) a request to be excluded from the Settlement, (ii) the requestor's name, address, and telephone number, (iii) the CUSIP of each Certificate in the Trusts that the requestor held at any time on or after June 18, 2014 ("Covered

Certificate”), (iv) the date of each purchase or acquisition of each such Covered Certificate, (v) the outstanding face amount of each Covered Certificate as of the date of each purchase or other acquisition, (vi) the date of each sale or other disposition, if any, of a Covered Certificate on or after June 18, 2014, and (vii) the outstanding face amount of the Covered Certificate as of the date of any such sale or other disposition on or after June 18, 2014, or if no sale or disposition has occurred, as of the date the Request for Exclusion is made. A Request for Exclusion shall not be valid and effective unless it provides all the information called for in this paragraph and is received within the time stated above, or is otherwise accepted by the Court.

If you ask to be excluded from the Settlement Class, you will not be eligible to receive any payment out of the Net Settlement Fund.

Pursuant to the terms of a separate supplemental agreement, Wells Fargo has the right to terminate the Settlement if valid Requests for Exclusion are received from persons and entities entitled to be Settlement Class Members in an amount that exceeds an amount agreed to by Plaintiffs and Wells Fargo. Wells Fargo also has the right to take other action as set out in the Supplemental Agreement regarding the Bank of America Reserve Account Trusts if certain opt-out thresholds are met.

THE LAWYERS REPRESENTING THE SETTLEMENT CLASS

10. Do I have a lawyer in this Action?

The law firm of Bernstein Litowitz Berger & Grossmann LLP is representing Plaintiffs and the other Settlement Class Members.

11. How will the lawyers be paid?

Plaintiffs’ Counsel have been prosecuting the Action on a wholly contingent basis and have not received any payment of attorneys’ fees for their representation of the Settlement Class. Plaintiffs’ Counsel have also advanced the funds to pay expenses necessarily incurred to prosecute this Action. For their work over the past 4 plus years, Plaintiffs’ Counsel will ask the Court to award attorneys’ fees in an amount not to exceed 20% of the Settlement Amount. In addition, Plaintiffs’ Counsel will apply for reimbursement of Litigation Expenses paid or incurred by Plaintiffs’ Counsel in connection with the institution, prosecution, and resolution of the claims against the Defendant, in an amount not to exceed \$9,500,000.

The Court ultimately will decide what constitutes a reasonable award of attorneys’ fees and Litigation Expenses, and may award less than requested by Plaintiffs’ Counsel. Settlement Class Members are not personally liable for any such fees or expenses. Any sums approved by the Court will be paid from the Settlement Amount prior to distributions to Authorized Claimants.

HOW TO OBJECT TO THE SETTLEMENT

12. How do I tell the Court that I don't like the Settlement?

If you are a Settlement Class Member and do not exclude yourself, you can object to the Settlement, including the Judgment, the Plan of Allocation, and the request for attorneys' fees or Litigation Expenses.

To object, you may object orally at the Fairness Hearing or file a written objection with the Clerk of the Supreme Court of New York, County of New York. This filing may be done electronically via the Court's electronic filing system or at the Supreme Court of New York, County of New York, 60 Centre Street, New York, NY 10007. The filing should be **received by the Court no later than April 15, 2019, with copies of all papers delivered to all Parties' counsel on or before that date**, as follows:

Counsel for Plaintiffs	Counsel for Wells Fargo
Timothy A. DeLange, Esq. Benjamin Galdston, Esq. BERNSTEIN LITOWITZ BERGER & GROSSMANN LLP 12481 High Bluff Drive, Suite 300 San Diego, CA 92130	Jayant W. Tambe, Esq. Howard F. Sidman, Esq. JONES DAY 250 Vesey Street New York, NY 10281

Any written objection should state the reasons for the objection, and include (i) your name, address, and telephone number; (ii) the CUSIP of each Certificate purchased, acquired, sold, or disposed of; (iii) the outstanding face amount as of the date of each purchase, acquisition, sale, or disposition; (iv) the per-unit price of each such transaction; (v) the total amount of consideration paid or received in connection with each such transaction; (vi) the date of each such transaction; (vii) the CUSIP and current face amount of each Certificate still held; (viii) a written statement of all grounds for the objection accompanied by any legal support for the objection; (ix) copies of any papers, briefs or other documents upon which the objection is based; (x) a list of all persons who will be called to testify in support of the objection; (xi) a statement of whether the objector intends to appear at the Fairness Hearing; and (xii) the objector's signature, even if represented by counsel. You may not ask the Court to order a larger settlement; the Court can only approve or deny the Settlement.

If you do not object as provided above, you will be deemed to have waived such objection and be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement, Judgment, Plan of Allocation, or any award of attorneys' fees and/or Litigation Expenses.

You do not need to attend the Fairness Hearing to have your written objection considered by the Court. Any Settlement Class Member who has not previously submitted a Request for Exclusion from the Settlement Class may also appear at the Fairness Hearing and be heard, to the extent allowed by the Court, to state any objection to the Settlement, the Plan of Allocation, or Plaintiffs' Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses. Any such objector may appear in person or arrange, at his or her own expense, for a lawyer to represent him or her at the Fairness Hearing.

THE FAIRNESS HEARING

13. When and where will the Fairness Hearing take place?

The Fairness Hearing will be held on May 6, 2019 at 10:00 a.m., before the Honorable Andrew Borrok of the Supreme Court of the State of New York, at the New York County Courthouse, 60 Centre Street, IAS Part 53, Courtroom 691, New York, New York. The Court reserves the right to approve the Settlement, certify the Settlement Class for purposes of the Settlement, approve the Plan of Allocation and Plaintiffs' Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses, and/or any other matter related to the Settlement at or after the Fairness Hearing without further notice to the Settlement Class Members.

The Fairness Hearing may be adjourned by the Court without further written notice to the Settlement Class. If you plan to attend the Fairness Hearing, you should confirm the date and time with Plaintiffs' Counsel.

WHAT TO DO REGARDING CERTIFICATES HELD FOR SOMEONE ELSE

14. What if I hold Certificates on behalf of another person or entity?

Please note that Wells Fargo does not maintain records identifying beneficial holders of the Certificates, and this Notice has therefore been distributed to, among others, record or registered holders of the Certificates as well other custodians and nominees on behalf of beneficial owners.

If you purchased or hold Certificates for the beneficial interest of persons or organizations other than yourself (as a nominee, custodian, registered holder, investment or account manager, or otherwise), within fourteen (14) calendar days of receipt of this Notice you must either (a) request from the Claims Administrator sufficient copies of the Notice and Proof of Claim Form (the "Notice Packet") to forward to all such beneficial owners and, within seven (7) calendar days of receipt of those Notice Packets forward them to all such beneficial owners; or (b) provide a list of the names and addresses of all such beneficial owners to *BlackRock Wells Fargo Trustee Litigation*, c/o JND Legal Administration, P.O. Box 91224, Seattle, WA 98111. If you choose the second option, the Claims Administrator will send a copy of the Notice Packet to the beneficial owners.

Upon compliance with these directions, nominees may seek reimbursement of their reasonable expenses actually incurred, by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Copies of this Notice and the Proof of Claim Form may also be obtained from the website maintained by the Claims Administrator, www.blackrockwellsfargotrusteeclassaction.com, via email to info@blackrockwellsfargotrusteeclassaction.com, or by calling the Claims Administrator toll-free at 1-833-843-2644.

THE EFFECT OF DOING NOTHING

15. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will remain a member of the Settlement Class, and you will be bound by any judgment entered in connection with the Settlement. You will not be able to start, continue with, or participate in any lawsuit or other legal proceeding against Defendant on any of the Released Claims. Nor will you be able to obtain any recovery in connection with any lawsuit or other legal proceeding against Defendant on any of the Released Claims with respect to Certificates held on or before the final approval of the Settlement. You also will not receive any money from the Settlement because you must submit a timely and valid Proof of Claim Form to be eligible to receive money from the Settlement.

HOW TO OBTAIN ADDITIONAL INFORMATION

16. Where can I get more information?

This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in this Action, you are referred to the papers on file in the Action, including the Stipulation, which may be reviewed by accessing the Court docket in this case through the New York State Unified Court System at <https://appscontent.courts.state.ny.us>, or by visiting the County Clerk's Office of the Supreme Court of New York, County of New York, 60 Centre Street, Room 141B, New York, NY 10007. Additionally, copies of the Stipulation and any related orders entered by the Court are or will be posted on the website maintained by the Claims Administrator, www.blackrockwellsfargotrusteeaction.com.

Additional information can also be obtained from the Claims Administrator or Plaintiffs' Counsel:

BlackRock Wells Fargo Trustee Class Action
c/o JND Legal Administration
P.O. Box 91224
Seattle, WA 98111
1-833-843-2644
www.blackrockwellsfargotrusteeaction.com
info@blackrockwellsfargotrusteeaction.com

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**DO NOT CALL OR WRITE THE COURT, THE COUNTY CLERK'S
OFFICE, DEFENDANT OR ITS COUNSEL REGARDING THIS NOTICE.**

Dated: March 4, 2019

By Order of The Supreme Court Of
The State of New York, New York County

APPENDIX I – TRUSTS AT ISSUE

Abbreviated Trust Name	Full Trust Name
AABST 2004-1	Aegis Asset Backed Securities Trust 2004-1
AABST 2004-4	Aegis Asset Backed Securities Trust 2004-4
ABFC 2004-OPT1	ABFC 2004-OPT1 Trust
ABFC 2004-OPT2	ABFC 2004-OPT2 Trust
ABFC 2004-OPT3	ABFC 2004-OPT3 Trust
ABFC 2004-OPT4	ABFC 2004-OPT4 Trust
ABFC 2004-OPT5	ABFC 2004-OPT5 Trust
ABFC 2005- WMC1	ABFC 2005-WMC1 Trust
ABFC 2005-HE2	ABFC 2005-HE2 Trust
ABFC 2005-OPT1	ABFC 2005-OPT1 Trust
ABFC 2006-OPT2	ABFC 2006-OPT2 Trust
ABFC 2006-OPT3	ABFC 2006-OPT3 Trust
ABFC 2007-NC1	ABFC 2007-NC1 Trust
ABSHE 2004-HE2	Asset Backed Securities Corporation Home Equity Loan Trust, Series 2004-HE2
ABSHE 2004-HE3	Asset Backed Securities Corporation Home Equity Loan Trust, Series 2004-HE3
ABSHE 2005-HE3	Asset Backed Securities Corporation Home Equity Loan Trust, Series 2005-HE3
ABSHE 2005-HE5	Asset Backed Securities Corporation Home Equity Loan Trust, Series 2005-HE5
ABSHE 2005-HE6	Asset Backed Securities Corporation Home Equity Loan Trust, Series 2005-HE6
ABSHE 2007-HE2	Asset Backed Securities Corporation Home Equity Loan Trust, Series 2007-HE2
AHM 2004-2	American Home Mortgage Investment Trust 2004-2
BAFC 2004-3	Banc of America Funding 2004-3 Trust
BAFC 2005-B	Banc of America Funding 2005-B Trust
BAFC 2005-C	Banc of America Funding 2005-C Trust
BAFC 2006-B	Banc of America Funding 2006-B Trust
BAFC 2006-C	Banc of America Funding 2006-C Trust
BAFC 2006-E	Banc of America Funding 2006-E Trust
BAFC 2007-5	Banc of America Funding 2007-5 Trust
BAFC 2007-E	Banc of America Funding 2007-E Trust
BCAP 2006-AA1	BCAP LLC Trust, 2006- AA1
BOAA 2004-1	Banc of America Alternative Loan Trust 2004-1
BOAA 2004-10	Banc of America Alternative Loan Trust 2004-10
BOAA 2004-11	Banc of America Alternative Loan Trust 2004-11
BOAA 2004-12	Banc of America Alternative Loan Trust 2004-12
BOAA 2004-2	Banc of America Alternative Loan Trust 2004-2
BOAA 2004-3	Banc of America Alternative Loan Trust 2004-3
BOAA 2004-4	Banc of America Alternative Loan Trust 2004-4
BOAA 2004-6	Banc of America Alternative Loan Trust 2004-6
BOAA 2004-7	Banc of America Alternative Loan Trust 2004-7
BOAA 2004-8	Banc of America Alternative Loan Trust 2004-8

Abbreviated Trust Name	Full Trust Name
BOAA 2005-1	Banc of America Alternative Loan Trust 2005-1
BOAA 2005-10	Banc of America Alternative Loan Trust 2005-10
BOAA 2005-11	Banc of America Alternative Loan Trust 2005-11
BOAA 2005-12	Banc of America Alternative Loan Trust 2005-12
BOAA 2005-4	Banc of America Alternative Loan Trust 2005-4
BOAA 2005-5	Banc of America Alternative Loan Trust 2005-5
BOAA 2005-6	Banc of America Alternative Loan Trust 2005-6
BOAA 2005-7	Banc of America Alternative Loan Trust 2005-7
BOAA 2005-8	Banc of America Alternative Loan Trust 2005-8
BOAA 2005-9	Banc of America Alternative Loan Trust 2005-9
BOAA 2006-1	Banc of America Alternative Loan Trust 2006-1
BOAA 2006-2	Banc of America Alternative Loan Trust 2006-2
BOAA 2006-3	Banc of America Alternative Loan Trust 2006-3
BOAA 2006-5	Banc of America Alternative Loan Trust 2006-5
BOAA 2006-6	Banc of America Alternative Loan Trust 2006-6
BOAA 2006-8	Banc of America Alternative Loan Trust 2006-8
BOAA 2006-9	Banc of America Alternative Loan Trust 2006-9
BOAA 2007-1	Banc of America Alternative Loan Trust 2007-1
BOAA 2007-2	Banc of America Alternative Loan Trust 2007-2
BOAMS 2004-1	Banc of America Mortgage 2004-1
BOAMS 2004-10	Banc of America Mortgage 2004-10
BOAMS 2004-11	Banc of America Mortgage 2004-11
BOAMS 2004-2	Banc of America Mortgage 2004-2
BOAMS 2004-3	Banc of America Mortgage 2004-3
BOAMS 2004-4	Banc of America Mortgage 2004-4
BOAMS 2004-5	Banc of America Mortgage 2004-5
BOAMS 2004-7	Banc of America Mortgage 2004-7
BOAMS 2004-9	Banc of America Mortgage 2004-9
BOAMS 2004-A	Banc of America Mortgage 2004-A
BOAMS 2004-B	Banc of America Mortgage 2004-B
BOAMS 2004-C	Banc of America Mortgage 2004-C
BOAMS 2004-D	Banc of America Mortgage 2004-D
BOAMS 2004-E	Banc of America Mortgage 2004-E
BOAMS 2004-H	Banc of America Mortgage 2004-H
BOAMS 2004-I	Banc of America Mortgage 2004-I
BOAMS 2004-J	Banc of America Mortgage 2004-J
BOAMS 2004-K	Banc of America Mortgage 2004-K
BOAMS 2004-L	Banc of America Mortgage 2004-L
BOAMS 2005-1	Banc of America Mortgage 2005-1
BOAMS 2005-10	Banc of America Mortgage 2005-10
BOAMS 2005-11	Banc of America Mortgage 2005-11

Abbreviated Trust Name	Full Trust Name
BOAMS 2005-12	Banc of America Mortgage 2005-12
BOAMS 2005-5	Banc of America Mortgage 2005-5
BOAMS 2005-6	Banc of America Mortgage 2005-6
BOAMS 2005-7	Banc of America Mortgage 2005-7
BOAMS 2005-8	Banc of America Mortgage 2005-8
BOAMS 2005-9	Banc of America Mortgage 2005-9
BOAMS 2005-A	Banc of America Mortgage 2005-A
BOAMS 2005-B	Banc of America Mortgage 2005-B
BOAMS 2005-C	Banc of America Mortgage 2005-C
BOAMS 2005-D	Banc of America Mortgage 2005-D
BOAMS 2005-E	Banc of America Mortgage 2005-E
BOAMS 2005-F	Banc of America Mortgage 2005-F
BOAMS 2005-G	Banc of America Mortgage 2005-G
BOAMS 2005-H	Banc of America Mortgage 2005-H
BOAMS 2005-I	Banc of America Mortgage 2005-I
BOAMS 2005-J	Banc of America Mortgage 2005-J
BOAMS 2005-K	Banc of America Mortgage 2005-K
BOAMS 2005-L	Banc of America Mortgage 2005-L
BOAMS 2006-1	Banc of America Mortgage 2006-1
BOAMS 2006-2	Banc of America Mortgage 2006-2
BOAMS 2006-3	Banc of America Mortgage 2006-3
BOAMS 2006-A	Banc of America Mortgage 2006-A
BOAMS 2006-B	Banc of America Mortgage 2006-B
BOAMS 2007-1	Banc of America Mortgage 2007-1
BOAMS 2007-2	Banc of America Mortgage 2007-2
BOAMS 2007-3	Banc of America Mortgage 2007-3
BSABS 2004-BO1	Bear Stearns Asset Backed Securities I Trust 2004-BO1
BSSP 2007-EMX1	Bear Stearns Structured Products Inc. 2007-EMX1
CARR 2006-FRE1	Carrington Mortgage Loan Trust, Series 2006- FRE1
CARR 2006-FRE2	Carrington Mortgage Loan Trust, Series 2006- FRE2
CARR 2006-NC1	Carrington Mortgage Loan Trust, Series 2006- NC1
CARR 2006-NC2	Carrington Mortgage Loan Trust, Series 2006- NC2
CARR 2006-NC3	Carrington Mortgage Loan Trust, Series 2006- NC3
CARR 2006-NC4	Carrington Mortgage Loan Trust, Series 2006- NC4
CARR 2006-NC5	Carrington Mortgage Loan Trust, Series 2006- NC5
CARR 2006-OPT1	Carrington Mortgage Loan Trust, Series 2006- OPT1
CARR 2006-RFC1	Carrington Mortgage Loan Trust, Series 2006- RFC1
CARR 2007-FRE1	Carrington Mortgage Loan Trust, Series 2007- FRE1
CARR 2007-RFC1	Carrington Mortgage Loan Trust, Series 2007- RFC1
CMLTI 2004-OPT1	Citigroup Mortgage Loan Trust, Series 2004- OPT1
FFML 2004-FF1	First Franklin Mortgage Loan Trust 2004-FF1

Abbreviated Trust Name	Full Trust Name
FFML 2004-FF11	First Franklin Mortgage Loan Trust 2004-FF11
FFML 2004-FF2	First Franklin Mortgage Loan Trust 2004-FF2
FFML 2004-FF5	First Franklin Mortgage Loan Trust 2004-FF5
FFML 2004-FF6	First Franklin Mortgage Loan Trust 2004-FF6
FFML 2004-FF7	First Franklin Mortgage Loan Trust 2004-FF7
FFML 2004-FF8	First Franklin Mortgage Loan Trust 2004-FF8
FFML 2004-FFH2	First Franklin Mortgage Loan Trust 2004-FFH2
FFML 2005-FF6	First Franklin Mortgage Loan Trust 2005-FF6
FFML 2005-FFH1	First Franklin Mortgage Loan Trust 2005-FFH1
FFML 2006-FF15	First Franklin Mortgage Loan Trust 2006-FF15
FFML 2006-FF17	First Franklin Mortgage Loan Trust 2006-FF17
FFML 2006-FFA	First Franklin Mortgage Loan Trust 2006-FFA
FFML 2006-FFH1	First Franklin Mortgage Loan Trust 2006-FFH1
FMIC 2007-1	Fieldstone Mortgage Investment Trust, Series 2007-1
GSAMP 2004- FM1	GSAMP Trust 2004-FM1
GSAMP 2004- FM2	GSAMP Trust 2004-FM2
HVMLT 2006-10	HarborView Mortgage Loan Trust 2006-10
HVMLT 2006-11	HarborView Mortgage Loan Trust 2006-11
HVMLT 2007-1	HarborView Mortgage Loan Trust 2007-1
HVMLT 2007-3	HarborView Mortgage Loan Trust 2007-3
IMM 2004-11	Impac CMB Trust Series 2004-11
IMM 2004-6	Impac CMB Trust Series 2004-6
IMM 2005-2	Impac CMB Trust Series 2005-2
IMM 2005-3	Impac CMB Trust Series 2005-3
IMM 2005-6	Impac CMB Trust Series 2005-6
IMSA 2005-1	Impac Secured Assets Trust 2005-1
IMSA 2005-2	Impac Secured Assets Trust 2005-2
IRWHE 2005-A	Irwin Whole Loan Home Equity Trust 2005-A
IRWHE 2006-2	Irwin Whole Loan Home Equity Trust 2006-2
IRWHE 2006-P1	Irwin Home Equity Trust 2006-P1
LABSM 2007-1	Lehman ABS Mortgage Loan Trust 2007-1
LMT 2007-4	Lehman Mortgage Trust 2007-4
LMT 2007-5	Lehman Mortgage Trust 2007-5
MABS 2004-OPT1	MASTR Asset Backed Securities Trust 2004- OPT1
MABS 2004-OPT2	MASTR Asset Backed Securities Trust 2004- OPT2
MABS 2005-OPT1	MASTR Asset Backed Securities Trust 2005- OPT1
MLCC 2004-1	Merrill Lynch Mortgage Investors Trust, Series 2004-1
MLCC 2004-A	Merrill Lynch Mortgage Investors Trust, Series 2004-A
MLCC 2004-B	Merrill Lynch Mortgage Investors Trust, Series 2004-B
MLCC 2004-C	Merrill Lynch Mortgage Investors Trust, Series 2004-C
MLCC 2004-D	Merrill Lynch Mortgage Investors Trust, Series 2004-D

Abbreviated Trust Name	Full Trust Name
MLCC 2004-E	Merrill Lynch Mortgage Investors Trust, Series 2004-E
MLCC 2004-F	Merrill Lynch Mortgage Investors Trust, Series 2004-F
MLCC 2004-G	Merrill Lynch Mortgage Investors Trust, Series 2004-G
MLCC 2004-HB1	Merrill Lynch Mortgage Investors Trust, Series 2004-HB1
MLCC 2005-1	Merrill Lynch Mortgage Investors Trust, Series 2005-1
MLCC 2005-A	Merrill Lynch Mortgage Investors Trust, Series 2005-A
MLCC 2005-B	Merrill Lynch Mortgage Investors Trust, Series 2005-B
MLCC 2006-1	Merrill Lynch Mortgage Investors Trust, Series 2006-1
MLMI 2004- WMC1	Merrill Lynch Mortgage Investors Trust, Series 2004-WMC1
MLMI 2004- WMC3	Merrill Lynch Mortgage Investors Trust, Series 2004-WMC3
MLMI 2004- WMC4	Merrill Lynch Mortgage Investors Trust, Series 2004-WMC4
MLMI 2004-HE1	Merrill Lynch Mortgage Investors Trust, Series 2004-HE1
MLMI 2004-HE2	Merrill Lynch Mortgage Investors Trust, Series 2004-HE2
MLMI 2004-OPT1	Merrill Lynch Mortgage Investors Trust, Series 2004-OPT1
MLMI 2005-FM1	Merrill Lynch Mortgage Investors Trust, Series 2005-FM1
MLMI 2006-F1	Merrill Lynch Mortgage Investors Trust, Series 2006-F1
MLMI 2006-HE1	Merrill Lynch Mortgage Investors Trust, Series 2006-HE1
MSAC 2004-OP1	Morgan Stanley ABS Capital I Inc. Trust 2004- OP1
MSAC 2005- WMC2	Morgan Stanley ABS Capital I Inc. Trust 2005- WMC2
MSAC 2005- WMC3	Morgan Stanley ABS Capital I Inc. Trust 2005- WMC3
MSAC 2005- WMC4	Morgan Stanley ABS Capital I Inc. Trust 2005- WMC4
MSAC 2005- WMC5	Morgan Stanley ABS Capital I Inc. Trust 2005- WMC5
MSAC 2005- WMC6	Morgan Stanley ABS Capital I Inc. Trust 2005- WMC6
MSAC 2005-HE4	Morgan Stanley ABS Capital I Inc. Trust 2005- HE4
MSAC 2005-HE5	Morgan Stanley ABS Capital I Inc. Trust 2005- HE5
MSAC 2006- WMC1	Morgan Stanley ABS Capital I Inc. Trust 2006- WMC1
MSAC 2006-HE1	Morgan Stanley ABS Capital I Inc. Trust 2006- HE1
MSAC 2007-HE4	Morgan Stanley ABS Capital I Inc. Trust 2007- HE4
NAA 2004-AP3	Nomura Asset Acceptance Corporation, Alternative Loan Trust, Series 2004-AP3
NATCM 2008-1	National City Mortgage Capital Trust 2008-1
OOMLT 2004-1	Option One Mortgage Loan Trust 2004-1
OOMLT 2004-2	Option One Mortgage Loan Trust 2004-2
OOMLT 2004-3	Option One Mortgage Loan Trust 2004-3
OOMLT 2005-1	Option One Mortgage Loan Trust 2005-1
OOMLT 2005-2	Option One Mortgage Loan Trust 2005-2
OOMLT 2005-3	Option One Mortgage Loan Trust 2005-3
OOMLT 2005-4	Option One Mortgage Loan Trust 2005-4
OOMLT 2005-5	Option One Mortgage Loan Trust 2005-5
OOMLT 2006-1	Option One Mortgage Loan Trust 2006-1
OOMLT 2006-3	Option One Mortgage Loan Trust 2006-3
OOMLT 2007- FXD1	Option One Mortgage Loan Trust 2007-FXD1

Abbreviated Trust Name	Full Trust Name
OOMLT 2007-1	Option One Mortgage Loan Trust 2007-1
OOMLT 2007-2	Option One Mortgage Loan Trust 2007-2
OOMLT 2007-3	Option One Mortgage Loan Trust 2007-3
OOMLT 2007-4	Option One Mortgage Loan Trust 2007-4
OOMLT 2007-5	Option One Mortgage Loan Trust 2007-5
OOMLT 2007-6	Option One Mortgage Loan Trust 2007-6
OOMLT 2007-CP1	Option One Mortgage Loan Trust 2007-CP1
OWNIT 2006-2	Ownit Mortgage Loan Trust, Series 2006-2
PPSI 2004-MCW1	Park Place Securities, Inc. Series 2004-MCW1
PPSI 2004-MHQ1	Park Place Securities, Inc. Series 2004-MHQ1
PPSI 2004-WCW1	Park Place Securities, Inc. Series 2004-WCW1
PPSI 2004-WCW2	Park Place Securities, Inc. Series 2004-WCW2
PPSI 2004-WHQ1	Park Place Securities, Inc. Series 2004-WHQ1
PPSI 2004-WHQ2	Park Place Securities, Inc. Series 2004-WHQ2
PPSI 2005-WCH1	Park Place Securities, Inc. Series 2005-WCH1
PPSI 2005-WCW1	Park Place Securities, Inc. Series 2005-WCW1
PPSI 2005-WCW2	Park Place Securities, Inc. Series 2005-WCW2
PPSI 2005-WCW3	Park Place Securities, Inc. Series 2005-WCW3
PPSI 2005-WHQ1	Park Place Securities, Inc. Series 2005-WHQ1
PPSI 2005-WHQ2	Park Place Securities, Inc. Series 2005-WHQ2
PPSI 2005-WHQ3	Park Place Securities, Inc. Series 2005-WHQ3
PPSI 2005-WHQ4	Park Place Securities, Inc. Series 2005-WHQ4
PPSI 2005-WLL1	Park Place Securities, Inc. Series 2005-WLL1
RAMC 2004-1	Renaissance Home Equity Loan Trust 2004- 1
RAMC 2004-2	Renaissance Home Equity Loan Trust 2004- 2
RAMC 2004-3	Renaissance Home Equity Loan Trust 2004- 3
SABR 2004-OP1	Securitized Asset Backed Receivables LLC Trust 2004-OP1
SABR 2004-OP2	Securitized Asset Backed Receivables LLC Trust 2004-OP2
SABR 2005-FR2	Securitized Asset Backed Receivables LLC Trust 2005-FR2
SABR 2005-FR4	Securitized Asset Backed Receivables LLC Trust 2005-FR4
SABR 2005-FR5	Securitized Asset Backed Receivables LLC Trust 2005-FR5
SABR 2005-HE1	Securitized Asset Backed Receivables LLC Trust 2005-HE1
SABR 2005-OP1	Securitized Asset Backed Receivables LLC Trust 2005-OP1
SABR 2005-OP2	Securitized Asset Backed Receivables LLC Trust 2005-OP2
SABR 2006-FR1	Securitized Asset Backed Receivables LLC Trust 2006-FR1
SABR 2006-FR2	Securitized Asset Backed Receivables LLC Trust 2006-FR2
SABR 2006-FR3	Securitized Asset Backed Receivables LLC Trust 2006-FR3
SABR 2006-HE1	Securitized Asset Backed Receivables LLC Trust 2006-HE1
SABR 2006-HE2	Securitized Asset Backed Receivables LLC Trust 2006-HE2
SABR 2006-NC3	Securitized Asset Backed Receivables LLC Trust 2006-NC3
SARM 2004-10	Structured Adjustable Rate Mortgage Loan Trust 2004-10

Abbreviated Trust Name	Full Trust Name
SARM 2004-16	Structured Adjustable Rate Mortgage Loan Trust 2004-16
SARM 2004-18	Structured Adjustable Rate Mortgage Loan Trust 2004-18
SARM 2004-20	Structured Adjustable Rate Mortgage Loan Trust 2004-20
SARM 2004-5	Structured Adjustable Rate Mortgage Loan Trust 2004-5
SARM 2004-9XS	Structured Adjustable Rate Mortgage Loan Trust 2004-9XS
SARM 2005-11	Structured Adjustable Rate Mortgage Loan Trust 2005-11
SARM 2005-14	Structured Adjustable Rate Mortgage Loan Trust 2005-14
SARM 2005-15	Structured Adjustable Rate Mortgage Loan Trust 2005-15
SARM 2005-17	Structured Adjustable Rate Mortgage Loan Trust 2005-17
SARM 2005-20	Structured Adjustable Rate Mortgage Loan Trust 2005-20
SARM 2007-1	Structured Adjustable Rate Mortgage Loan Trust 2007-1
SARM 2007-11	Structured Adjustable Rate Mortgage Loan Trust 2007-11
SARM 2007-2	Structured Adjustable Rate Mortgage Loan Trust 2007-2
SARM 2007-3	Structured Adjustable Rate Mortgage Loan Trust 2007-3
SARM 2007-4	Structured Adjustable Rate Mortgage Loan Trust 2007-4
SARM 2007-6	Structured Adjustable Rate Mortgage Loan Trust 2007-6
SASC 2005-NC2	Structured Asset Securities Corporation, Series 2005-NC2
SASC 2006-OPT1	Structured Asset Securities Corporation, Series 2006-OPT1
SASC 2007-BC1	Structured Asset Securities Corporation, Series 2007-BC1
SASC 2007-MN1A	Structured Asset Securities Corporation, Series 2007-MN1A
SASC 2007-OSI	Structured Asset Securities Corporation, Series 2007-OSI
SNMLT 2005-2A	Security National Mortgage Loan Trust 2005-2A
SVHE 2007-OPT1	Soundview Home Loan Trust 2007-OPT1
SVHE 2007-OPT2	Soundview Home Loan Trust 2007-OPT2
SVHE 2007-OPT3	Soundview Home Loan Trust 2007-OPT3
SVHE 2007-OPT4	Soundview Home Loan Trust 2007-OPT4
SVHE 2007-OPT5	Soundview Home Loan Trust 2007-OPT5

APPENDIX II – LIST OF SETTLING PLAINTIFFS

Group	Plaintiff
1	BlackRock BlackRock Balanced Capital Portfolio (FI)
2	BlackRock BlackRock Core Bond Portfolio
3	BlackRock BlackRock CoreAlpha Bond Fund E
4	BlackRock BlackRock CoreAlpha Bond Master Portfolio
5	BlackRock BlackRock CorePlus Bond Fund B
6	BlackRock BlackRock Dynamic High Income - Structured Credit Portfolio
7	BlackRock BlackRock Enhanced Government Fund, Inc.
8	BlackRock BlackRock Income Trust, Inc.
9	BlackRock BlackRock Master Total Return Portfolio of Master Bond LLC
10	BlackRock BlackRock Multi-Asset Income - Non-Agency MBS Portfolio
11	BlackRock BlackRock Multi-Sector Income Trust
12	BlackRock BlackRock Strategic Income Opportunities Portfolio
13	BlackRock BlackRock Total Return Portfolio (Ins - Series)
14	BlackRock BlackRock US Mortgage
15	DZ Bank AG DZ Bank AG
16	PIMCO Fixed Income SHares (Series R)
17	PIMCO Fixed Income SHares: Series C
18	PIMCO Fixed Income SHares: Series LD
19	PIMCO Fixed Income SHares: Series M
20	PIMCO LVS II LLC
21	PIMCO Pacific Bay CDO, Ltd.
22	PIMCO PCM Fund, Inc.
23	PIMCO Absolute Return Strategy 3D Offshore Fund Ltd.
24	PIMCO Absolute Return Strategy II Master Fund LDC
25	PIMCO Absolute Return Strategy III Master Fund LDC
26	PIMCO Absolute Return Strategy IV IDF LLC
27	PIMCO Absolute Return Strategy IV Master Fund LDC
28	PIMCO Absolute Return Strategy V Master Fund LDC
29	PIMCO Bermuda Trust II: PIMCO Bermuda Income Fund (M)
30	PIMCO Bermuda Trust IV: PIMCO Bermuda Global Bond Ex-Japan Fund
31	PIMCO Bermuda Trust: PIMCO Euro Total Return Fund
32	PIMCO Bermuda Trust: PIMCO Emerging Markets Bond Fund (M)
33	PIMCO Cayman SPC Limited: PIMCO Cayman Global Aggregate Bond Segregated Portfolio
34	PIMCO Cayman SPC Limited: PIMCO Cayman Japan CorePLUS Segregated Portfolio
35	PIMCO Cayman SPC Limited: PIMCO Cayman Japan CorePLUS Strategy Segregated Portfolio
36	PIMCO Cayman SPC Limited: PIMCO Cayman Unconstrained Bond Segregated Portfolio
37	PIMCO Cayman Trust: PIMCO Cayman Global Aggregate Bond Fund
38	PIMCO Cayman Trust: PIMCO Cayman Global Aggregate Ex-Japan (Yen-Hedged) Bond Fund II
39	PIMCO Cayman Trust: PIMCO Cayman Global Aggregate Ex-Japan Bond Fund
40	PIMCO Cayman Trust: PIMCO Cayman Global Ex-Japan (Yen-Hedged) Bond Fund
41	PIMCO Corporate & Income Opportunity Fund
42	PIMCO Corporate & Income Strategy Fund
43	PIMCO Distressed Senior Credit Opportunities Fund II, L.P.

Group	Plaintiff
44	PIMCO Dynamic Credit and Mortgage Income Fund
45	PIMCO Dynamic Income Fund
46	PIMCO Equity Series: PIMCO Dividend and Income Builder Fund
47	PIMCO ETF Trust: PIMCO Active Bond Exchange-Traded Fund
48	PIMCO ETF Trust: PIMCO Enhanced Short Maturity Active Exchange-Traded Fund
49	PIMCO ETF Trust: PIMCO Low Duration Active Exchange-Traded Fund
50	PIMCO ETF Trust: PIMCO Total Return Active Exchange-Traded Fund
51	PIMCO Funds: Global Investors Series plc, Diversified Income Duration Hedged Fund
52	PIMCO Funds: Global Investors Series plc, Diversified Income Fund
53	PIMCO Funds: Global Investors Series plc, EM Fundamental Index® StocksPLUS® Fund
54	PIMCO Funds: Global Investors Series plc, Emerging Local Bond Fund
55	PIMCO Funds: Global Investors Series plc, Emerging Markets Bond Fund
56	PIMCO Funds: Global Investors Series plc, Euro Bond Fund
57	PIMCO Funds: Global Investors Series plc, Euro Income Bond Fund
58	PIMCO Funds: Global Investors Series plc, Global Advantage Real Return Fund
59	PIMCO Funds: Global Investors Series plc, Global Bond Fund
60	PIMCO Funds: Global Investors Series plc, Global Fundamental Index® StocksPLUS® Fund
61	PIMCO Funds: Global Investors Series plc, Global Investment Grade Credit Fund
62	PIMCO Funds: Global Investors Series plc, Global Low Duration Real Return Fund
63	PIMCO Funds: Global Investors Series plc, Income Fund
64	PIMCO Funds: Global Investors Series plc, Inflation Strategy Fund
65	PIMCO Funds: Global Investors Series plc, Low Duration Global Investment Grade Credit Fund
66	PIMCO Funds: Global Investors Series plc, PIMCO Credit Absolute Return Fund
67	PIMCO Funds: Global Investors Series plc, PIMCO Dividend and Income Builder Fund
68	PIMCO Funds: Global Investors Series plc, StocksPLUS™ Fund
69	PIMCO Funds: Global Investors Series plc, Strategic Income Fund
70	PIMCO Funds: Global Investors Series plc, Total Return Bond Fund
71	PIMCO Funds: Global Investors Series plc, Unconstrained Bond Fund
72	PIMCO Funds: Global Investors Series plc, US Fundamental Index® StocksPLUS® Fund
73	PIMCO Funds: Global Investors Series plc, US Short-Term Fund
74	PIMCO Funds: PIMCO CommoditiesPLUS® Strategy Fund
75	PIMCO Funds: PIMCO Commodity Real Return Strategy Fund®
76	PIMCO Funds: PIMCO Credit Absolute Return Fund
77	PIMCO Funds: PIMCO Diversified Income Fund
78	PIMCO Funds: PIMCO EM Fundamental IndexPLUS® AR Strategy Fund
79	PIMCO Funds: PIMCO Emerging Local Bond Fund
80	PIMCO Funds: PIMCO EMG Intl Low Volatility RAFI®-PLUS AR Fund
81	PIMCO Funds: PIMCO Floating Income Fund
82	PIMCO Funds: PIMCO Foreign Bond Fund (U.S. Dollar-Hedged)
83	PIMCO Funds: PIMCO Foreign Bond Fund (Unhedged)
84	PIMCO Funds: PIMCO Global Advantage® Strategy Bond Fund
85	PIMCO Funds: PIMCO Global Bond Fund (U.S. Dollar-Hedged)
86	PIMCO Funds: PIMCO Global Bond Fund (Unhedged)
87	PIMCO Funds: PIMCO Global Multi-Asset Fund
88	PIMCO Funds: PIMCO Income Fund
89	PIMCO Funds: PIMCO Inflation Response Multi-Asset Fund

Group	Plaintiff
90	PIMCO Funds: PIMCO International Company Fundamental IndexPLUS® AR Strategy Fund, n/k/a PIMCO Funds: PIMCO RAE Fundamental PLUS International Fund
91	PIMCO Funds: PIMCO International Fundamental IndexPLUS® AR Strategy Fund
92	PIMCO Funds: PIMCO International StocksPLUS® AR Strategy Fund (U.S. Dollar-Hedged)
93	PIMCO Funds: PIMCO International StocksPLUS® AR Strategy Fund (Unhedged)
94	PIMCO Funds: PIMCO Intl Low Volatility RAFI®-PLUS AR Fund
95	PIMCO Funds: PIMCO Investment Grade Corporate Bond Fund
96	PIMCO Funds: PIMCO Long Duration Total Return Fund
97	PIMCO Funds: PIMCO Long-Term Credit Fund
98	PIMCO Funds: PIMCO Long-Term U.S. Government Fund
99	PIMCO Funds: PIMCO Low Duration Fund
100	PIMCO Funds: PIMCO Low Duration Fund II
101	PIMCO Funds: PIMCO Low Duration Fund III
102	PIMCO Funds: PIMCO Low Volatility RAFI®-PLUS AR Fund
103	PIMCO Funds: PIMCO Moderate Duration Fund
104	PIMCO Funds: PIMCO Mortgage Opportunities Fund
105	PIMCO Funds: PIMCO RAE Worldwide Long/Short PLUS Fund
106	PIMCO Funds: PIMCO RAE Low Volatility PLUS EMG Fund
107	PIMCO Funds: PIMCO Real Estate Real Return Strategy Fund
108	PIMCO Funds: PIMCO Real Return Asset Fund
109	PIMCO Funds: PIMCO Real Return Fund
110	PIMCO Funds: PIMCO Short-Term Fund
111	PIMCO Funds: PIMCO Small Cap StocksPLUS® AR Strategy Fund
112	PIMCO Funds: PIMCO Small Company Fundamental IndexPLUS® AR Strategy Fund, n/k/a PIMCO Funds: PIMCO RAE Fundamental PLUS Small Fund
113	PIMCO Funds: PIMCO StocksPLUS® Absolute Return Fund
114	PIMCO Funds: PIMCO StocksPLUS® AR Short Strategy Fund
115	PIMCO Funds: PIMCO StocksPLUS® Fund
116	PIMCO Funds: PIMCO Total Return Fund
117	PIMCO Funds: PIMCO Total Return Fund II
118	PIMCO Funds: PIMCO Total Return Fund III
119	PIMCO Funds: PIMCO Total Return Fund IV
120	PIMCO Funds: PIMCO Unconstrained Bond Fund
121	PIMCO Funds: PIMCO Worldwide Fundamental Advantage AR Strategy Fund
122	PIMCO Funds: Private Account Portfolio Series Asset-Backed Securities Portfolio
123	PIMCO Funds: Private Account Portfolio Series Emerging Markets Portfolio
124	PIMCO Funds: Private Account Portfolio Series High Yield Portfolio
125	PIMCO Funds: Private Account Portfolio Series International Portfolio
126	PIMCO Funds: Private Account Portfolio Series Mortgage Portfolio
127	PIMCO Funds: Private Account Portfolio Series Real Return Portfolio
128	PIMCO Funds: Private Account Portfolio Series Short-Term Portfolio
129	PIMCO Funds: Private Account Portfolio Series U.S. Government Sector Portfolio
130	PIMCO Global Credit Opportunity Master Fund LDC
131	PIMCO Global StocksPLUS & Income Fund
132	PIMCO High Income Fund
133	PIMCO Income Opportunity Fund
134	PIMCO Income Strategy Fund

Group	Plaintiff
135	PIMCO Income Strategy Fund II
136	PIMCO Large Cap StocksPLUS Absolute Return Fund
137	PIMCO Multi-Sector Strategy Fund Ltd.
138	PIMCO Offshore Funds - PIMCO Absolute Return Strategy IV eFund
139	PIMCO Strategic Income Fund, Inc.
140	PIMCO Tactical Opportunities Master Fund Ltd.
141	PIMCO Variable Insurance Trust: PIMCO Commodity Real Return Strategy Portfolio
142	PIMCO Variable Insurance Trust: PIMCO Emerging Markets Bond Portfolio
143	PIMCO Variable Insurance Trust: PIMCO Foreign Bond Portfolio (U.S. Dollar Hedged)
144	PIMCO Variable Insurance Trust: PIMCO Foreign Bond Portfolio (Unhedged)
145	PIMCO Variable Insurance Trust: PIMCO Global Advantage Strategy Bond Portfolio
146	PIMCO Variable Insurance Trust: PIMCO Global Bond Portfolio (Unhedged)
147	PIMCO Variable Insurance Trust: PIMCO Long Term U.S. Government Portfolio
148	PIMCO Variable Insurance Trust: PIMCO Low Duration Portfolio
149	PIMCO Variable Insurance Trust: PIMCO Real Return Portfolio
150	PIMCO Variable Insurance Trust: PIMCO Short-Term Portfolio
151	PIMCO Variable Insurance Trust: PIMCO Total Return Portfolio
152	PIMCO Variable Insurance Trust: PIMCO Unconstrained Bond Portfolio
153	Terlingua Fund 2, LP
154	Prudential Advanced Series Trust
155	Prudential Bank & Trust, FSB
156	Prudential Legacy Insurance Company of New Jersey
157	Prudential Retirement Insurance and Annuity Company
158	Prudential Trust Company
159	The Gibraltar Life Insurance Company, Ltd.
160	The Prudential Insurance Company of America
161	The Prudential Investment Portfolios 2
162	The Prudential Investment Portfolios 9
163	The Prudential Investment Portfolios Inc., n/k/a Prudential Balanced Fund
164	The Prudential Investment Portfolios, Inc. 17
165	The Prudential Series Fund
166	TIAA-CREF CREF Bond Market Account
167	TIAA-CREF CREF Social Choice Account
168	TIAA-CREF Teachers Insurance and Annuity Association of America
169	TIAA-CREF TIAA Global Public Investments, LLC
170	TIAA-CREF TIAA Global Public Investments, LLC - Series MBS
171	TIAA-CREF TIAA-CREF Bond Fund
172	TIAA-CREF TIAA-CREF Bond Plus Fund
173	TIAA-CREF TIAA-CREF Life Insurance Company
174	TIAA-CREF TIAA-CREF Short-Term Bond Fund
175	TIAA-CREF TIAA-CREF Social Choice Bond Fund

APPENDIX III – PROPOSED PLAN OF ALLOCATION

INTRODUCTION

The Net Settlement Fund will be distributed to Settlement Class Members who timely submit valid Proof of Claim Forms (“Authorized Claimants”) pursuant to the proposed plan of allocation developed by Plaintiffs’ expert set forth below (the “Plan of Allocation”). Authorized claims will be paid directly to Authorized Claimants. Defendant has had no role in developing this Plan of Allocation or any of its Tables or attachments, and Defendant does not agree that there have been any losses caused by Defendant’s alleged conduct or that any tranches are entitled to recover any particular amounts.

DESCRIPTION OF THE PLAN OF ALLOCATION

The Plan of Allocation generally calculates the amount of loss that an Authorized Claimant could claim for purposes of making pro-rata distributions of the Net Settlement Fund (“Recognized Loss Amount”). The Recognized Loss Amount is based on the estimated diminution in value of each Certificate allegedly caused by the conduct underlying Plaintiffs’ Claims. The Plan of Allocation is not a formal damages analysis and the Recognized Loss Amounts determined under the Plan of Allocation are not intended to estimate, nor to be indicative of, the amount that an Authorized Claimant might have been able to recover after trial. Nor are the Recognized Loss Amounts determined under the Plan of Allocation intended to be estimates of the amount that will be paid to an Authorized Claimant pursuant to the Settlement.

The Plan of Allocation recognizes that due to the seniority structure of the Covered Trusts and the fact that the Covered Trusts also suffered losses due to factors unrelated to the alleged conduct underlying Plaintiffs’ claims, losses and thus claims vary depending upon the Certificate’s tranche position. The Plan of Allocation also recognizes the different litigation risks related to, among other things, whether or not the Certificates were retained or sold as of November 9, 2018.

To determine the Recognized Loss Amounts, Plaintiffs’ expert first calculated the realized and expected principal losses for each tranche in each of the Covered Trusts. Realized principal losses are publicly reported in the monthly trustee remittance reports for each tranche in each of the Covered Trusts. For each of the tranches in each of the Covered Trusts, Plaintiffs’ expert calculated its lifetime principal losses based on summing the tranche’s realized and expected principal losses (“Tranche Lifetime Losses”) where, for each tranche, expected losses were calculated using the unpaid principal balance of the tranche and the price of the tranche, as provided by IDC.² Thus, expected losses for the tranches and Tranche Lifetime Losses are based on the tranche’s price as of September 17, 2018, which also represents the percentage below par the tranche is trading in the market. Tranches with prices above par are assumed to have no expected losses.

² If price of a tranche is not available from IDC, then the price is obtained from Bloomberg. If both IDC and Bloomberg do not provide a price for a tranche, the price of the most junior tranche backed by the same loan group(s), that is senior to the tranche and for which the IDC price is available, is used.

The estimated Tranche Lifetime Losses for each tranche of each of the Covered Trusts were then summed across all tranches by trust to calculate “Trust Lifetime Losses.” The Trust Lifetime Losses were then multiplied by a Defective Ratio to calculate “Trust Lifetime Defective Losses” proximately caused by the alleged conduct underlying Plaintiffs’ claims and “Trust Lifetime Non-Defective Losses” proximately caused due to other credit losses unrelated to the alleged conduct underlying Plaintiffs’ claims. The Defective Ratio represents a proxy measure of the proportion of Trust Lifetime Losses for each of the Covered Trusts caused by the alleged conduct underlying Plaintiffs’ claims. Plaintiffs’ expert reviewed publicly available information from other settlements, trials and other sources and determined that a reasonable Defective Ratio for the Covered Trusts would be 59 percent.

To the extent that credit losses in the Covered Trusts are caused by credit losses not related to the alleged conduct underlying Plaintiffs’ claims—namely Trust Lifetime Non-Defective Losses—those Trust Lifetime Non-Defective Losses are first absorbed by the most subordinate tranches in the hierarchy. To calculate the amount of “Tranche Lifetime Non-Defective Losses,” the Trust Lifetime Non-Defective Losses were allocated to each tranche sequentially in the order they were actually applied under the Covered Trusts’ waterfall structures. In this way, Trust Lifetime Non-Defective Losses are applied to the tranches based on the governing agreements and more generally in reverse order of seniority of the tranches (starting at the most junior tranches in the hierarchy) until the Trust Lifetime Non-Defective Losses were exhausted. For each tranche, Plaintiffs’ expert then calculated the “Tranche Lifetime Defective Losses” by subtracting Tranche Lifetime Non-Defective Losses from Tranche Lifetime Losses. The “Certificate Lifetime Defective Losses,” which are equivalent to each Certificate’s Recognized Loss Amount, are then calculated based on Tranche Lifetime Defective Losses divided by the number of Certificates issued for that tranche.

CALCULATION OF RECOGNIZED LOSS AMOUNTS

A Recognized Loss Amount will be calculated for each Certificate purchased or acquired for which adequate documentation is provided. The calculation of a Recognized Loss Amount will depend on the following information provided by Authorized Claimants:

1. The Trust and Tranche of the Certificate;
2. When the Certificate was purchased or acquired;
3. The number of Certificates purchased; and
4. Whether the Certificate was sold, and, if sold, the date of sale.

The calculation of a Recognized Loss Amount under the Plan of Allocation will use other relevant financial information for each tranche, including:

1. Certificate price on September 17, 2018;
2. Amount of principal remaining on September 13, 2018 that reflects all principal payments received and write-downs incurred as of September 13, 2018; and
3. The cumulative realized principal losses, on September 13, 2018.

The Recognized Loss Amounts for each Certificate are reflected in Table 1.

The Recognized Loss Amount for each Certificate is calculated as follows:

STEP 1: Calculate cumulative realized losses for each tranche of each of the Covered Trusts.³

STEP 2: Estimate a relative measure of the expected principal losses for each tranche using current prices. For each tranche, this amount is equivalent to the current face value of the tranche (“CFV”) times one minus the tranche’s current price divided by 100 (equals CFV times [1 – price/100]).

STEP 3: Calculate the Tranche Lifetime Losses by adding the cumulative realized losses for that tranche (STEP 1) and the expected principal losses for that tranche (STEP 2).

STEP 4: Calculate the Trust Lifetime Losses for each Covered Trust by summing the Tranche Lifetime Losses (STEP 3) for each tranche of each Covered Trust.

STEP 5: Calculate amount of Trust Lifetime Defective Losses by multiplying Trust Lifetime Losses (STEP 4) by 59%; where 59% represents the Defective Ratio or the proportion of overall losses due to the conduct underlying Plaintiffs’ claims.

STEP 6: Calculate Trust Lifetime Non-Defective Losses by subtracting Trust Lifetime Defective Losses (STEP 5) from the Trust Lifetime Losses (STEP 4).

STEP 7: Calculate Tranche Lifetime Non-Defective Losses for each tranche of each Covered Trust by applying Trust Lifetime Non-Defective Losses to the tranches based on the magnitude and timing of the application of losses realized by the tranche since the date of issue based on the governing agreements and more generally in reverse order of seniority of the tranches (starting at the most junior tranches in the hierarchy), until the Trust Lifetime Non-Defective Losses (STEP 6) were exhausted. For Covered Trusts for which there are no cumulative realized losses or for which the cumulative realized losses are less than Trust Lifetime Non-Defective Losses, the allocation was based on a review of the structure of the respective Covered Trusts.

STEP 8: Calculate Tranche Lifetime Defective Losses for each tranche by subtracting Tranche Lifetime Non-Defective Losses (STEP 7) from Tranche Lifetime Losses (STEP 3).

STEP 9: Calculate Certificate Lifetime Defective Losses using Tranche Lifetime Defective Losses (STEP 8) divided by number of Certificates for the respective tranche; this amount represents the Recognized Loss Amount per each Certificate retained as of the Settlement date. *See Table 1 (“Per Certificate Recognized Loss – Retained”).*

STEP 10: Calculate 10 percent of the Certificate Lifetime Defective Losses using 10 percent of the Tranche Lifetime Defective Losses divided by number of Certificates for the respective tranche; this amount represents the Recognized Loss Amount per each Certificate held at any time on or after June 18, 2014 and sold prior to the Settlement date. *See Table 1 (“Per Certificate Recognized Loss – Sold”).*

³ Overcollateralization tranches, interest-only Certificates and Certificates that had a nominal amount of principal at issuance are not eligible to receive Settlement funds under the Plan of Allocation.

For each tranche, the Plan of Allocation distributes the Tranche Recognized Loss Amount in equal amounts for each of that tranche's Certificates. Thus, for example, if a hypothetical Tranche A is composed of 193,666 Certificates and Tranche A were to receive a Tranche Recognized Loss Amount of \$5,000,000, each certificateholder of that tranche will be able to claim a Recognized Loss Amount of \$25.82 ($=\$5,000,000/193,666$) for each Certificate held. Therefore, if a certificateholder with 1,000 Class A Certificates is a Settlement Class Member, he/she/it would have a Recognized Loss Amount of \$25,818. Or, if holder X is a Settlement Class Member holding ten times more of Class A Certificates than holder Y, then holder X will be able to claim a Recognized Loss Amount that is ten times the Recognized Loss Amount of holder Y. At the time of the award, certificateholders who opt out or are not Settlement Class Members will not be eligible for a recovery.

Notwithstanding any of the other provisions in this proposed Plan of Allocation, for all purchases or acquisitions of Certificates that occurred after the applicable Settlement date, the Recognized Loss Amount is zero.

Notwithstanding any of the other provisions in this proposed Plan of Allocation, for all purchases or acquisitions of Certificates that have offsetting sales prior to June 18, 2014, the Recognized Loss Amount is zero.

The Recognized Loss Amount for Certificates sold between June 18, 2014 and the Settlement date is 10 percent of the Recognized Loss Amount for the same Certificate when that Certificate has been retained as of the Settlement date.

EXAMPLE OF CALCULATION OF RECOGNIZED LOSS AMOUNTS FOR CERTIFICATES

Example: MSAC 2006-WMC1

MSAC 2006-WMC1				STEP 1		STEP 2A		STEP 2B		STEP 2		STEP 3		STEP 7		STEP 8		STEP 9	
CUSIP	Tranche	OFV		Cumulative Realized Losses		CFV	Price	Expected Principal Losses		Tranche Lifetime Losses	Lifetime Non-Defective Losses	Tranche	Lifetime Non-Defective Losses	OR Tranche Recognized Loss Amount	Tranche Lifetime Defective Losses	OR Tranche Recognized Loss Amount	Certificate Recognized Loss Amount		
61744CXJ0	A1	\$ 284,575,000	\$ -	\$ 7,476,633	100.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
61744CCK7	A2A	\$ 376,590,000	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
61744CXL5	A2B	\$ 124,930,000	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
61744CXM3	A2C	\$ 91,611,000	\$ -	\$ 57,578,406	99.08	\$ 529,330	\$ 529,330	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 529,330	\$ 529,330	\$ 5.78	\$ 5.78	\$ 5.78		
61744CXM1	M1	\$ 43,428,000	\$ -	\$ 43,428,000	82.10	\$ 7,772,691	\$ 7,772,691	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,772,691	\$ 7,772,691	\$ 178.98	\$ 178.98	\$ 178.98		
61744CXP6	M2	\$ 39,428,000	\$ 34,130,294	\$ 5,297,706	3.41	\$ 5,117,280	\$ 39,247,574	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,247,574	\$ 39,247,574	\$ 995.42	\$ 995.42	\$ 995.42		
61744CXQ4	M3	\$ 29,143,000	\$ 29,143,000	\$ -	-	\$ -	\$ -	\$ 29,143,000	\$ -	\$ -	\$ -	\$ -	\$ 29,143,000	\$ 29,143,000	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00		
61744CXR2	M4	\$ 19,428,000	\$ 19,428,000	\$ -	-	\$ -	\$ -	\$ 19,428,000	\$ -	\$ -	\$ -	\$ -	\$ 19,428,000	\$ 19,428,000	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00		
61744CX80	M5	\$ 19,428,000	\$ 19,428,000	\$ -	-	\$ -	\$ -	\$ 19,428,000	\$ 9,952,404	\$ -	\$ -	\$ -	\$ 9,475,596	\$ 9,475,596	\$ 487.73	\$ 487.73	\$ 487.73		
61744CXT8	M6	\$ 17,143,000	\$ 17,143,000	\$ -	-	\$ -	\$ -	\$ 17,143,000	\$ 17,143,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
61744CXU5	B1	\$ 18,286,000	\$ 18,286,000	\$ -	-	\$ -	\$ -	\$ 18,286,000	\$ 18,286,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
61744CXV3	B2	\$ 14,285,000	\$ 14,285,000	\$ -	-	\$ -	\$ -	\$ 14,285,000	\$ 14,285,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
61744CXW1	B3	\$ 13,714,000	\$ 13,714,000	\$ -	-	\$ -	\$ -	\$ 13,714,000	\$ 13,714,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
TOTAL		\$ 1,091,989,000	\$ 165,557,294	\$ 113,780,744		\$ 13,419,301	\$ 178,976,595	\$ 73,380,404	\$ 105,596,191										

STEP 4			STEP 5			STEP 6		
Trust Lifetime Losses	Trust Lifetime Defective Losses	Trust Non-Defective Losses	Trust Lifetime Losses	Trust Lifetime Defective Losses	Trust Non-Defective Losses	Trust Lifetime Losses	Trust Lifetime Defective Losses	Trust Non-Defective Losses
\$ 178,976,595	\$ 105,596,191	\$ 73,380,404						

STEP 1: Calculate cumulative realized losses for each tranche, which include the M2 through M6 and B1 through B3 tranches.

STEP 2: Calculate expected principal losses for each tranche by taking the CFV shown in STEP 2A and multiplying it by the discount to par, represented by one minus the price divided by 100 shown in STEP 2B. In the column STEP 2, for each tranche, the expected principal loss equals CFV times $[1 - (\text{price}/100)]$.

STEP 3: Calculate the Tranche Lifetime Losses for each tranche by adding the cumulative realized losses (STEP 1) and the expected principal losses (STEP 2).

STEP 4: Calculate the Trust Lifetime Losses by summing the Tranche Lifetime Losses (STEP 3) for each tranche.

STEP 5: Calculate amount of Trust Lifetime Defective Losses by multiplying Trust Lifetime Losses (STEP 4) by 59%.

STEP 6: Calculate Trust Lifetime Non-Defective Losses by subtracting Trust Lifetime Defective Losses (STEP 5) from the Trust Lifetime Losses (STEP 4).

STEP 7: Calculate Tranche Lifetime Non-Defective Losses for each tranche by applying Trust Lifetime Non-Defective Losses to the tranches based on magnitude and the timing of the actual losses realized by the tranche based on the governing agreements, until the Trust Lifetime Non-Defective Losses (STEP 6) are exhausted.

STEP 8: Calculate Tranche Lifetime Defective Losses for each tranche by subtracting Tranche Lifetime Non-Defective Losses (STEP 7) from Tranche Lifetime Losses (STEP 3).

STEP 9: Calculate Certificate Lifetime Defective Losses using Tranche Lifetime Defective Losses (STEP 8) divided by number of Certificates for the respective tranche; this amount represents the Recognized Loss Amount per each Certificate retained as of the Settlement date.

STEP 10 (not shown in table above): Calculate 10 percent of the Certificate Lifetime Defective Losses using 10 percent of the Tranche Lifetime Defective Losses (STEP 8) divided by number of Certificates for the respective tranche; this amount represents the Recognized Loss Amount per each Certificate held at any time on or after June 18, 2014 and sold as of the Settlement date.

ADDITIONAL PROVISIONS

To the extent that any proceeds remain in the Net Settlement Fund after the Claims Administrator has caused distributions to be made to all Authorized Claimants then, after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants redeem their distributions, any balance remaining in the Net Settlement Fund one (1) year from the date of the initial distribution of the Net Settlement Fund shall, if economically feasible, be re-distributed to Authorized Claimants who negotiated the checks sent to them in the initial distribution, after payment of any unpaid costs or fees incurred in administering the Net Settlement Fund for such re-distribution. These re-distributions shall be repeated until the balance remaining in the Net

Settlement Fund is de minimis. Such remaining balance shall then be donated to appropriate non-profit organization(s) designated by Plaintiffs' Counsel and approved by the Court.

Payment pursuant to the Plan of Allocation shall be conclusive against all Authorized Claimants. No person or entity shall have any claim based on distributions made substantially in accordance with the Stipulation and the Settlement contained therein, the Plan of Allocation, or further order(s) of the Court against Plaintiffs, Plaintiffs' Counsel, the Claims Administrator, Wells Fargo's counsel, Wells Fargo, or the other Released Parties.

All members of the Settlement Class who fail to timely submit an acceptable Proof of Claim Form by the deadline set forth in the Notice, or such other deadline as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments pursuant to the Settlement, but will in all other respects be subject to and bound by the terms of the Settlement, including the terms of the Judgment Order and the releases, injunctions, and assignments provided for therein.

