

PROOF OF CLAIM AND RELEASE

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

BLACKROCK CORE BOND PORTFOLIO, ET AL.

V.

WELLS FARGO BANK, NATIONAL ASSOCIATION

Index No. 656587/2016

Justice Andrew Borrok (Part 53)

CONTENTS

02	PART I - Instructions
05	PART II - Claimant Information
06	PART III - Schedule of Transactions in Certificates
08	PART IV - Definitions
10	PART V - Release of Claims and Related Matters
11	PART VI - Certifications and Signature

PART I - INSTRUCTIONS

To be eligible to recover as a member of the Settlement Class based on your claims in the above-captioned lawsuit, you must complete, sign, and timely submit this Proof of Claim and Release Form ("Claim Form") together with the additional documentation specified below, postmarked by **July 2, 2019**, and addressed to:

BlackRock Wells Fargo Trustee Class Action
c/o JND Legal Administration
P.O. Box 91224
Seattle, WA 98111

Failure to submit your Claim Form by the date specified will subject your claim to rejection and may preclude you from being eligible to receive any money in connection with the Settlement.

A. GENERAL INSTRUCTIONS

1. To be eligible to recover as a member of the Settlement Class based on your claims in the lawsuit entitled *BlackRock Core Bond Portfolio, et al. v. Wells Fargo Bank, National Association*, Index No. 656587/2016 (the "Action"), you must complete, sign, and timely submit this Proof of Claim and Release Form ("Claim Form") together with the additional documentation specified below. If you fail to timely submit a properly addressed (as set forth below) Claim Form with the additional required documentation, your claim may be rejected and you may be precluded from any recovery in connection with the proposed settlement of the Action ("Settlement").

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

3. You must submit your completed and signed Claim Form **by July 2, 2019**, addressed as follows:

BlackRock Wells Fargo Trustee Class Action
c/o JND Legal Administration
P.O. Box 91224
Seattle, WA 98111

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

5. It is important that you completely read and understand the Notice of Pendency of Class Action, Proposed Settlement and Fairness Hearing and Right to Appear (the "Notice") that accompanies this Claim Form, including the Plan of Allocation of the Net Settlement Fund set forth in the Notice. The Notice describes the proposed Settlement, how Settlement Class Members are affected by the Settlement, and the manner in which the Net Settlement Fund will be distributed if the Settlement and Plan of Allocation are approved by the Court.

6. If you are not a member of the Settlement Class as defined in the Notice, or if you, or someone acting on your behalf, submitted a Request for Exclusion from the Settlement Class, DO NOT submit a Claim Form.

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

8. **PLEASE NOTE:** Your claim is not deemed filed until you receive an acknowledgement postcard. The Claims Administrator will acknowledge receipt of your claim form by mail, within 60 days of receipt. If you do not receive an acknowledgement postcard within 60 days, call the Claims Administrator toll free at 1-833-843-2644.

B. INSTRUCTIONS FOR CLAIMANT IDENTIFICATION SCHEDULE

1. This Claim Form must be submitted by the beneficial purchaser or acquirer of the Certificates upon which this claim is based, or by the authorized legal representative of such purchaser or acquirer. A list of the eligible Certificates can be obtained at www.BlackRockWellsFargoTrusteeClassAction.com.

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

3. Use Part II of this Claim Form below, entitled "Claimant Identification," to identify the beneficial purchaser(s)/acquirers(s), including joint purchaser(s)/acquirers(s).

4. All joint purchasers must be identified in Part II and sign this Claim Form on page 14 below.

5. By submitting a signed Claim Form, you will be swearing that you:

- (a) own or owned the Certificates you have listed in the Claim Form; or
- (b) are expressly authorized to act on behalf of the owner thereof.

6. Agents, executors, administrators, guardians, and trustees must complete and sign the Claim Form on behalf of persons represented by them, and they must:

- (a) expressly state the capacity in which they are acting;
- (b) identify the name, social security number or taxpayer identification number, address, and telephone number of the beneficial owner(s) of the Certificates; and
- (c) provide satisfactory evidence of their authority to bind to the Claim Form the person or entity on whose behalf they are acting.

C. INSTRUCTIONS FOR SCHEDULE OF TRANSACTIONS

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

2. Please provide all of the requested information with respect to all of your purchases, other acquisitions, sales, and other dispositions of the Certificates.

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

4. You must submit documents evidencing your transactions in and holdings of the Certificates to the Claims Administrator together with your Claim Form. Failure to provide this documentation could delay verification of your claim or result in the rejection of your claim.

(a) Acceptable documentation may consist of copies of brokerage confirmation slips or monthly brokerage account statements, or an authorized statement from your broker containing the transactional and holding information found in a broker confirmation slip or account statement.

(b) If such documents are not in your possession, please obtain copies of the documents or equivalent documents from your broker.

(c) Do not send original documents. Please keep a copy of all documents that you send to the Claims Administrator as they will not be returned to you. Also, do not highlight any portion of the Claim Form or any supporting documents.

5. The above requests are designed to provide the minimum amount of information necessary to process the simplest claims. The Claims Administrator may request additional information as required to process your claim.

6. **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 Claim Form, whether or not they also submit electronic copies, either listing all their transactions or including a notation to see corresponding electronic file for all transactions. If you wish to file your claim electronically, you must contact the Claims Administrator at info@BlackRockWellsFargoTrusteeClassAction.com or visit the website for the Settlement, www.BlackRockWellsFargoTrusteeClassAction.com, to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the claimant a written acknowledgment of receipt and acceptance of electronically submitted data. **Do not assume that your file has been received until you receive this confirmation.**

PART II – CLAIMANT IDENTIFICATION

Please type or print

Name(s) of Beneficial Purchasers/Acquirers (including Joint Purchasers/Acquirers)

Street Address

City

State

Zip Code

Foreign Province

Foreign Country

Telephone Number

Last 4 Digits of Social Security Number

or

Taxpayer Identification Number

BEST CONTACT FOR ADDITIONAL INQUIRIES REGARDING YOUR CLAIMS

Name of Best Contact

or

Telephone Number

Street Address

City

State

Zip Code

Please see Part I – Instructions, Section B on page 3 above concerning how to complete this portion of the Claim Form.

NOTE: A separate Claim Form should be submitted for each separate person or legal entity (e.g., a Claim Form from joint owners should not include separate transactions of just one of the joint owners, and an individual should not combine his or her IRA transactions with transactions made solely in the individual's name). Conversely, a single Claim Form should be submitted on behalf of one legal entity that includes all transactions made by that entity no matter how many separate accounts that entity has (e.g., a corporation with multiple brokerage accounts should include all transactions in the Certificates on one Claim Form, no matter how many accounts were associated with the transactions).

PART III – SCHEDULE OF TRANSACTIONS IN CERTIFICATES

A. PURCHASES AND OTHER ACQUISITIONS

List all purchases and other acquisitions of the Certificates in chronological order, starting with the earliest transaction. **A list of the Certificates and their CUSIPs can be found at www.BlackRockWellsFargoTrusteeClassAction.com.** Be sure to enclose the required documentation.

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

*Not including any commissions, taxes or other fees paid.

B. SALES AND OTHER DISPOSITIONS

List all sales and other dispositions of the Certificates in chronological order, starting with the earliest transaction. Be sure to enclose the required documentation.

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

*Not deducting any commissions, taxes or other fees paid.

C. RETAINED CERTIFICATES

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

CUSIP	Face Amount
	\$
	\$
	\$
	\$

If you need additional space to list your transactions or continued holdings, check the box at right, photocopy this page, and write and sign your name on each copy you submit. If you do not check this box, these additional pages may not be reviewed.

Additional Pages?

PROCEED TO THE REMAINDER OF THIS PROOF OF CLAIM FORM. YOU MUST READ AND SIGN BELOW.

PART IV - DEFINITIONS

Capitalized terms used in this Claim Form and in the Notice have the meanings set forth in the Stipulation and Agreement of Settlement dated November 9, 2018, which is available at www.BlackRockWellsFargoTrusteeClassAction.com. Definitions of key terms, including those used in the Release of Claims below, are set forth here.

1. **“Defendant’s Released Claims”** means any and all Claims (including Unknown Claims) against Plaintiffs, Plaintiffs’ Releasees, and Settlement Class Members that arise out of or relate to 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 by 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). Defendant’s 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 Actions, 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 Actions. Defendant’s Released Claims do not include any claims relating to the enforcement of the Settlement or any Claims against any person or entity who or which is excluded from or not included in the Settlement Class or submits a Request for Exclusion from the Settlement Class that is accepted by the Court.

2. **“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.

3. **“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 Actions, 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 Actions, 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. Plaintiffs' Released Claims do not include any claim that any Party could assert under the Settlement Agreement. The Settlement does not release any Claims relating to the enforcement of the Settlement or of any person or entity who or which is excluded from or not included in the Settlement Class or submits a Request for Exclusion from the Settlement Class that is accepted by the Court.

4. **"Plaintiffs' Releasees"** means Plaintiffs and each of Plaintiffs' 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 a Plaintiff has a controlling interest. Plaintiffs' Releasees include the named defendants in the Third-Party Actions.

5. **"Released Parties"** means Defendant and Defendant's Releasees and Plaintiffs and Plaintiffs' Releasees.

6. **"Settlement Class" or "Class"** means 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. 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, N.A.*, 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.*, No. 15-cv-10033 (S.D.N.Y.) and (v) any person or entity that properly requests exclusion from the Class.

7. **"Settled Claims"** means Defendant's Released Claims and Plaintiffs' Released Claims.

8. **"Settling Parties" or "Parties"** means (i) Wells Fargo, and (ii) Plaintiffs on behalf of themselves and the Settlement Class Members. The definition includes Settlement Class Members.

9. **"Unknown Claims"** means any and all Settled Claims that (i) any Plaintiff and/or Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of Defendant and Defendant's Releasees, or that the Defendant does not know or suspect to exist in its favor at the time of the release of Plaintiffs, Plaintiffs' Releasees, and Class Members, and (ii) if known by him, her, or it might have affected his, her, or its decision with respect to the Settlement and releases entered herein, or as to any Class Member, 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.

PART V - RELEASE OF CLAIMS AND RELATED MATTERS

1. I (We) understand, acknowledge, consent and intend that, pursuant to the Judgment, upon the Effective Date, I (we), on behalf of myself (ourselves) and my (our) heirs, executors, administrators, predecessors, successors, and assigns, fully, finally and forever release, relinquish, waive, discharge and dismiss each and every one of Plaintiffs' Released Claims, and shall forever be enjoined from pursuing any or all Settled Claims against Defendant and any of Defendant's Releasees, whether directly or indirectly, whether on their own behalf or otherwise, as set forth in more detail in the Stipulation.

2. I (We) understand, acknowledge, consent and intend that, pursuant to the Judgment, upon the Effective Date, that the release of the Settled Claims against Defendant and any of Defendant's Releasees applies to the Certificates and will bind 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. I (We) further understand, acknowledge, consent and intend that, without waiver of any position or argument regarding the applicability of any particular statutory provision, the releases contained in the Settlement shall apply to and release any and all Settled Claims against Defendant and Defendant's Releasees regardless of when such Claims accrued, including any and all Claims transferred me (us) pursuant to any agreement or by operation of any applicable law, including, but not limited to, N.Y. Gen. Oblig. Law § 13-107.

3. I (We) understand, acknowledge, consent, and intend that, pursuant to the Judgment, I (we) shall be deemed to have waived, and by operation of the 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.

I (We) understand and acknowledge, after having had the opportunity to confer with counsel, that I (we) hereafter may discover facts in addition to or different from those that I (we) now know or believe to be true with respect to the subject matter of the Claims and rights released in this Settlement. Nevertheless, I (we) understand, acknowledge, and intend for the releases set forth in the Settlement to be extended to all Claims (including Unknown Claims) and rights encompassed therein, whether known, unknown, suspected, unsuspected, concealed, hidden, accrued, unaccrued, contingent, or non-contingent.

PART VI - CERTIFICATION AND SIGNATURE

By signing and submitting this Claim Form, the claimant(s) or the person(s) who represent(s) the claimant(s) agree(s) to the release above and certifies (certify) as follows:

1. I (We) have read and understand the contents of the Notice, the Plan of Allocation, and this Claim Form, including the releases provided for in the Settlement as described in Part V – Release of Claims and Related Matters above, and the terms of the Plan of Allocation;

2. I (We) submit this Claim Form under the terms of the Stipulation of Settlement dated November 9, 2018 which is described in the Notice.

3. I (We) acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in this Action, including all releases, injunctions, and assignments contained in the Stipulation or described above in Part V – Release of Claims and Other Matters.

4. I (We) submit to the jurisdiction of the New York Supreme Court, with respect to my (our) claim as a Settlement Class Member(s) and for purposes of enforcing the release and covenant not to sue set forth herein.

5. I (We) have not submitted any other claim covering the same purchases or sales of the Certificates and know of no other Person having done so on my (our) behalf.

6. I am (We are) members of the Settlement Class, as defined in the Notice, and am (are) not excluded by definition from the Settlement Class and have not submitted a Request for Exclusion.

7. I (we) own(ed) the Certificates identified in the Claim Form and have not assigned the claim against Defendant or any of Defendant's Releasees to another, or that, in signing and submitting this Claim Form, I (we) have the authority to act on behalf of the owner(s) thereof.

8. I (we) agree to furnish such additional information with respect to this Claim Form as the Claims Administrator, Class Counsel or the Court may require;

9. I (we) waive the right to trial by jury, to the extent it exists, agree(s) to the determination by the Court of the validity or amount of this Claim and waives any right of appeal or review with respect to such determination;

10. I (We) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406(a)(1)(c) of the Internal Revenue Code because: (a) I am (we are) exempt from backup withholding; (b) I (we) have not been notified by the I.R.S. that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the I.R.S. has notified me (us) that I am (we are) no longer subject to backup withholding. *NOTE: If you have been notified by the I.R.S. that you are subject to backup withholding, please strike out the language that you are not subject to backup withholding in the certification above. The I.R.S. does not require your consent to any provision other than the certification required to avoid backup withholding.*

Under the penalties of perjury under the laws of the State of New York, I (we) certify that all of the information that I (we) provided on this Claim Form is true, correct and complete and that the documents submitted herewith are genuine, true and correct copies of what they purport to be.

Signature of Claimant/Person Completing Form

Date

Print Name of Claimant

Print Name of Person Completing Form (if applicable)

Capacity of person signing (e.g., executor, president, trustee, custodian, etc.)
Must enclose evidence of authority to act on behalf of claimant –
see paragraph B.6 of the Instructions on page 3 of this Claim Form.

Signature of Joint Claimant, if any
(If this claim is being submitted on behalf of
Joint Claims, then each must sign.)

Date

Print Name of Joint Claimant

REMINDER CHECKLIST



Please sign the above release and certification. If this Claim Form is being made on behalf of joint claimants, then all must sign.

Attach only **copies** of acceptable supporting documentation as these documents will not be returned to you.



Do not highlight any portion of the Claim Form or any supporting documents.

Keep copies of the completed Claim Form and documentation for your own records.



The Claims Administrator will acknowledge receipt of your Claim Form by mail, within 60 days. Your claim is not deemed filed until you receive an acknowledgement postcard. **If you do not receive an acknowledgement postcard within 60 days, please call the Claims Administrator toll free at 1-833-843-2644.**

If your address changes in the future, or if this Claim Form was sent to an old or incorrect address, you must send the Claims Administrator written notification of your new address. If you change your name, inform the Claims Administrator.



If you have any questions or concerns regarding your claim, please contact the Claims Administrator at the address below, by email at info@BlackRockWellsFargoTrusteeClassAction.com, or by toll-free phone at 1-833-843-2644, or you may visit www.BlackRockWellsFargoTrusteeClassAction.com. **Please DO NOT call BlackRock, Wells Fargo or the Court with questions regarding your claim.**

THIS CLAIM FORM MUST BE MAILED TO THE CLAIMS ADMINISTRATOR BY FIRST-CLASS MAIL, **POSTMARKED NO LATER THAN JULY 2, 2019**, ADDRESSED AS FOLLOWS:

**BlackRock Wells Fargo Trustee Class Action
c/o JND Legal Administration
P.O. Box 91224
Seattle, WA 98111**

You should be aware that it will take a significant amount of time to fully process all of the Claim Forms. Please be patient and notify the Claims Administrator of any change of address.

Questions? Visit www.BlackRockWellsFargoTrusteeClassAction.com or call toll-free 1-833-843-2644