

**Must be Postmarked
No Later Than
December 18, 2012**

**Goldman Sachs Mortgage Pass-Through Litigation
c/o GCG
P.O. Box 35100
Seattle, WA 98124-1100
Toll-Free: (888) 260-2722
www.GoldmanSachsRMBSLitigation.com**

GSA



Control Number:
Claim Number:

PROOF OF CLAIM FORM

**YOU MUST COMPLETE THIS PROOF OF CLAIM FORM BY DECEMBER 18, 2012
TO BE ELIGIBLE TO SHARE IN THE SETTLEMENT.**

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



PART I - CLAIMANT IDENTIFICATION

Claimant or Representative Contact Information:

The Claims Administrator will use this information for all communications relevant to this Claim (including the check, if eligible for payment). If this information changes, you **MUST** notify the Claims Administrator in writing at the address above.

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

/ Joint Owner's Name:

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Street Address:

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City:

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State:

Zip Code:

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Foreign Province:

Foreign Country:

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Daytime Telephone Number:

Evening Telephone Number:

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

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

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Check appropriate box (check only one box):

Individual/Sole Proprietor

Joint Owners

Pension Plan

Corporation

Partnership

Trust

IRA

Other (describe: _____)

NOTE: Separate Proof of Claim Forms should be submitted for each separate legal entity (e.g., a claim from Joint Owners should not include separate transactions of just one of the Joint Owners, an Individual should not combine his or her IRA transactions with transactions made solely in the Individual's name). Conversely, a single Proof of Claim Form should be submitted on behalf of one legal entity including all transactions made by that entity no matter how many separate accounts that entity has (e.g., a Corporation with multiple brokerage accounts should include all transactions in publicly offered certificates of GSAMP Trust 2006-S2) on one Proof of Claim Form, no matter how many accounts the transactions were made in.

NOTICE REGARDING ELECTRONIC FILES: Certain Claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All Claimants **MUST** submit a manually signed paper Proof of Claim 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 (888) 260-2722, or visit their website at www.GoldmanSachsRMBSLitigation.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.

Proceed to Part II of this Proof of Claim Form.



PART II - TRANSACTIONS IN GSAMP TRUST 2006-S2

- 1. PURCHASES AND ACQUISITIONS:** List all purchases and acquisitions of publicly offered mortgage pass-through certificates traceable to the GSAMP Trust 2006-S2. Be sure to attach the required documentation.
The eligible securities include the following:

Class	CUSIP	Class	CUSIP
A1A	362334HK3	M3	362334HP2
A1B	362334JE5	M4	362334HQ0
A2	362334HL1	M5	362334HR8
A3	362334JF2	M6	362334HS6
M1	362334HM9	M7	362334HT4
M2	362334HN7		

Certificate / Class*	Trade Date(s) (List Chronologically) Month/Day/Year	Original Face Value Purchased	Price**	Total Cost**
	/ /	.	.	.
	/ /	.	.	.
	/ /	.	.	.
	/ /	.	.	.
	/ /	.	.	.

* use information in table above

** excluding commissions, transfer taxes or other fees

- 2. SALES:** List all sales of publicly offered mortgage pass-through certificates traceable to the GSAMP Trust 2006-S2 that were purchased or acquired. Be sure to attach the required documentation.

Certificate / Class*	Trade Date(s) (List Chronologically) Month/Day/Year	Original Face Value Purchased	Price**	Total Proceeds**
	/ /	.	.	.
	/ /	.	.	.
	/ /	.	.	.
	/ /	.	.	.
	/ /	.	.	.

* use information in table above

** excluding commissions, transfer taxes or other fees



3. CERTIFICATES HELD: List all publicly offered mortgage pass-through certificates traceable to the GSAMP Trust 2006-S2 that continue to be held as of the date of submission of this Proof of Claim Form. Be sure to attach the required documentation.

Certificate / Class*	Date Held (Month/Day/Year)	Original Face Value Held
	/ /	.
	/ /	.
	/ /	.
	/ /	.

* use information in table on page 3

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



PART III - RELEASE OF CLAIMS AND SIGNATURE

Definitions

“Class” means any and all Persons who or which purchased or otherwise acquired publicly offered certificates of GSAMP Trust 2006-S2 from March 30, 2006 through February 6, 2009, inclusive, and were damaged thereby, except those Persons that have timely and validly requested exclusion from the Settlement. The Class does not include Defendants and each of their Related Parties except for any Investment Vehicle.

“Effective Date,” as defined in the Stipulation and Agreement of Settlement (the “Stipulation”), means the first business day on which, unless otherwise waived by the Settling Parties, all events and conditions specified in ¶ 41 of the Stipulation, have been met and have occurred.

“Individual Defendants” means collectively Jonathan S. Sobel, Daniel L. Sparks and Mark Weiss.

“Judgment” means the proposed judgment, substantially in the form attached to the Stipulation as Exhibit B, to be entered by the Court.

“Defendants” means The Goldman Sachs Group, Inc., Goldman, Sachs & Co., Goldman Sachs Mortgage Company and GS Mortgage Securities Corp., and the Individual Defendants.

“Released Defendant Parties” means: the Defendants and (i) with respect to each Individual Defendant, his or her assigns, attorneys, advisors, representatives, members of his or her Immediate Family, heirs, executors, estates, administrators, and insurers, in their respective capacities as such; (ii) with respect to all other Defendants, each of their predecessors, successors, past, present or future parents, subsidiaries, affiliates, and each of their respective past or present officers, directors, agents, partners, principals, members, employees, attorneys, advisors, auditors, accountants and insurers, in their respective capacities as such; and (iii) with respect to all Defendants, any firm, trust, corporation, or other entity in which any of Defendants has or had a controlling interest, in their respective capacities as such.

“Released Claims” means (a) to the fullest extent permitted by law or equity, any and all claims, allegations, rights, causes of action, duties, obligations, demands, actions, debts, sums of money, suits, contracts, agreements, promises, damages, and liabilities of every nature and description, whether known or Unknown (as defined below), whether arising under federal, state, local, statutory, common law or any other domestic or foreign law, rule or regulation, that arise from, relate to or are in connection with the purchase, acquisition, holding, sale or disposition of certificates of GSAMP Trust 2006-S2, that Lead Plaintiff or any other member of the Class asserted in the Litigation or could have asserted in any forum arising out of or based upon the allegations, transactions, facts, claims, matters or occurrences, representations or omissions involved, set forth, or referred to in any of the complaints filed in the Litigation, including the SAC, and (b) Lead Plaintiff’s and/or any Class member’s right or claim, based on his, her or its status as Lead Plaintiff or a Class member, to appeal from any pretrial ruling in this Litigation. Released Claims do not include claims based upon, relating to or arising out of the interpretation or enforcement of the terms of the Settlement.

“Released Defendants’ Claims” means to the fullest extent permitted by law or equity, any and all claims, allegations, rights, causes of action, duties, obligations, demands, actions, debts, sums of money, suits, contracts, agreements, promises, damages, and liabilities of every nature and description, whether known or Unknown (as defined below), whether arising under federal, state, local, statutory, common law or any other domestic or foreign law, rule or regulation, that Defendants, or any of them, or any other Released Defendant Party asserted, or could have asserted, against any of the Released Plaintiff Parties that arise from, relate to or are in connection with the commencement, prosecution, settlement or resolution of the Litigation or the Claims against the Released Defendant Parties; provided that Released Defendants’ Claims do not include claims based upon, relating to or arising out of the interpretation or enforcement of the terms of the Settlement.

“Unknown Claims” means any and all Released Claims that the Lead Plaintiff or any other member of the Class does not know or suspect to exist in his, her or its favor at the time of the release of the Released Defendant Parties, and any Released Defendants’ Claims that any Defendant or any other Released Defendant Party does not know or suspect to exist in his, her or its favor at the time of the release of the Released Plaintiff Parties, which if known by him, her or it might have affected his, her or its decision(s) with respect to the Settlement. With respect to any and all Released Claims and Released Defendants’ Claims, upon the Effective Date, Lead Plaintiff and each of Defendants shall expressly waive, and each other member of the Class and each other Released Defendant Party will be deemed to have, and by operation of the Judgment or any Alternative Judgment will have, expressly waived and relinquished any and all provisions, rights and benefits conferred by any law of any state or territory of the United States or any other jurisdiction, or principle of common law that is similar, comparable, or equivalent to 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.



PART III - RELEASE OF CLAIMS AND SIGNATURE (CONT.)

Lead Plaintiff, the other members of the Class, Defendants or the other Released Defendant Parties may hereafter discover facts in addition to or different from those that he, she, or it now knows or believes to be true with respect to the subject matter of, respectively, the Released Claims and the Released Defendants' Claims, but Lead Plaintiff and Defendants shall expressly, fully, finally and forever settle and release, and each other member of the Class and each other Released Defendant Party shall be deemed to have settled and released, and upon the Effective Date and by operation of the Judgment shall have settled and released, fully, finally, and forever, any and all Released Claims and Released Defendants' Claims as applicable, without regard to the existence or subsequent discovery of such different or additional facts. Lead Plaintiff and Defendants acknowledge, and each other member of the Class and each other Released Defendant Party by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Claims and Released Defendants' Claims was separately bargained for and was a key and material element of the Settlement.

The Release

I (We) understand and acknowledge that without further action by anyone, on or after the Effective Date, each Class Member for good and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, shall be deemed to have released, dismissed and forever discharged the Released Claims against each and all of the Released Defendant Parties regardless of whether or not such Class Member executes and delivers a Proof of Claim Form.



PART III - RELEASE OF CLAIMS AND SIGNATURE (CONT.)

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

I (We) submit this Proof of Claim Form under the terms of the Stipulation described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Southern District of New York, with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I (we) am (are) bound by and subject to the terms of any judgment that may be entered in the Action. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim in this settlement covering the same purchases or acquisitions of GSAMP Trust 2006-S2 certificates and know of no other person having done so on my (our) behalf.

I (We) hereby acknowledge full and complete satisfaction of, and do hereby release, dismiss, and forever discharge each and every Released Claim (including Unknown Claims) against each and all of the Released Defendant Parties as defined above,

1. that the Claimant(s) is (are) a Class Member(s), as defined herein and in the Notice;
2. that I (we) have not filed a request for exclusion from the Class and that I (we) do not know of any request for exclusion from the Class filed on my (our) behalf with respect to my (our) transactions in the Certificates at issue herein;
3. that I (we) own(ed) the Certificates identified in the Proof of Claim Form, or that, in signing and submitting this Proof of Claim Form, I (we) have the authority to act on behalf of the owner(s) thereof;
4. that Claimant(s) may be eligible to receive a distribution from the net Settlement Fund;
5. that I (we) agree to furnish such additional information with respect to this Proof of Claim Form as the parties, the Claims Administrator or the Court may require;
6. that I (we) waive trial by jury, to the extent it exists, and agree to the Court's summary disposition of the determination of the validity or amount of the claim made by this Proof of Claim Form;
7. that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof;
8. that I (we) have included information requested above about all of my (our) transactions in the certificates; and
9. that I (we) certify that I am (we are) not subject to backup withholding under the provisions of Section 3406(a)(1)(c) of the Internal Revenue Code.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike the language that you are not subject to backup withholding in the certification above. The Internal Revenue Service does not require that you consent to any provision other than the certification required to avoid backup withholding.

I (We) declare, under penalty of perjury under the laws of the United States of America, that the statements made and answers given in this Proof of Claim Form are true and correct and that the documents submitted herewith are true and genuine.

(Signature of Claimant)

(Print Name of Claimant)

(Date)

(Signature of Joint Claimant, if any)

(Print Name of Joint Claimant)

(Date)

If Claimant is other than an individual, or is not the person completing this form, the following also must be provided:

(Signature of Person Completing Form)

(Print Name of Person Completing Form)

(Date)

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



REMINDER CHECKLIST

1. Please sign the Certification Section of the Proof of Claim Form.
2. If this Claim is being made on behalf of Joint Claimants, then both must sign.
3. Please remember to attach supporting documents.
4. **DO NOT SEND ORIGINALS OF ANY SUPPORTING DOCUMENTS.**
5. Keep a copy of your Proof of Claim Form and all documentation submitted for your records.
6. If you desire an acknowledgment of your Proof of Claim Form, please send it certified mail, return receipt requested.
7. If you move, please send your new address to:

**Goldman Sachs Mortgage Pass-Through Litigation
c/o GCG
P.O. Box 35100
Seattle, WA 98124-1100**

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

**THIS PROOF OF CLAIM FORM MUST BE POSTMARKED NO LATER THAN DECEMBER 18, 2012,
AND MUST BE MAILED TO:**

**Goldman Sachs Mortgage Pass-Through Litigation
c/o GCG
P.O. Box 35100
Seattle, WA 98124-1100
Toll-Free: (888) 260-2722**

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