

ORIGINAL

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

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: **Chapter 11**
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In re : **Case No. 08-12229 (MFW)**
:
WASHINGTON MUTUAL, INC., et al.,¹ : **(Jointly Administered)**
:
Debtors. : **Re: Docket No. 908**
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**ORDER PURSUANT TO SECTIONS
105(a) AND 363 OF THE BANKRUPTCY CODE AUTHORIZING BUT
NOT DIRECTING (I) WASHINGTON MUTUAL, INC. TO EXERCISE ITS
OWNERSHIP RIGHTS OVER CERTA
IN INSURANCE POLICIES, (II) THE DISTRIBUTION OF THE POLICY
PROCEEDS, AND (III) THE TERMINATION OF A REVOCABLE GRANTOR
TRUST OF WASHINGTON MUTUAL, INC.**

Upon the motion, dated April 16, 2009 (the "Motion"), of Washington Mutual, Inc. ("WMI"), as debtor and debtor in possession, for entry of an order, pursuant to sections 105(a) and 363 of title 11 of the United States Code (the "Bankruptcy Code"),² authorizing, subject to WMI's sole discretion, (i) WMI to exercise ownership rights (e.g., surrender, ownership change, withdrawal, etc.) over the Policies listed on Exhibit "1" attached hereto (ii) where applicable, PacLife to remit any proceeds of the Policies to the Trustee, (iii) where applicable, the Trustee to distribute any and all Policy

¹ The Debtors in these chapter 11 cases along with the last four digits of each Debtor's federal tax identification number are: (i) Washington Mutual, Inc. (3725); and (ii) WMI Investment Corp. (5395). The Debtors' principal offices are located at 1301 Second Avenue, Seattle, Washington 98101.

² Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Motion.



proceeds to WMI, and (iv) the termination of the Trust,³ all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the parties listed therein, and it appearing that no other or further notice need be provided; and the Court having determined that the relief sought in the Motion is in the best interests of WMI, its creditors, and all parties in interest; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that the Motion is granted as set forth herein; and it is further

ORDERED that WMI is authorized, but not directed to, exercise any and all of their ownership rights under policies listed on Exhibit "1" annexed hereto (each individually referred to herein as a "Policy" and collectively referred to herein in as "Policies"), including, without limitation, a surrender, sale, transfer, or withdrawal of the Policies; and it is further

³ In addition to the 105 Policies noted above, there are two Policies in the Trust that are, among other things, the subject of an adversary proceeding filed (the "Adversary Proceeding") by JPMorgan Chase against the Debtors (list bills #7675A and #7729A) (the "Disputed Policies"). The Debtors do not seek to enforce any ownership rights over the Disputed Policies nor terminate the Trust at this time.

ORDERED that WMI is authorized to provide PacLife and the Trustee any and all documentation necessary to effectuate the exercise of any of its rights under the Policies; and it is further

ORDERED that, if directed by WMI, PacLife shall surrender the Policies within a commercially reasonable amount of time, terminate such Policies, and in accordance with the terms thereof, transfer any and all amounts constituting the Cash Surrender Value of the Policies to the Trustee; and it is further

ORDERED that, in the event that any Insured passes away prior to the delivery of the Cash Surrender Value to WMI, PacLife shall convey the death benefit under the applicable Policy to the Trust for the benefit of WMI, and WMI shall not be entitled to the Cash Surrender Value of the applicable Policy covering such Insured; and it is further

ORDERED that, in the event that PacLife has surrendered the Cash Surrender Value to the Trustee with respect to an Insured and the parties subsequently determine that the Insured deceased prior to the surrender of the relevant Policy, PacLife shall pay to the Trustee the difference between the Cash Surrender Value and the applicable death benefit under such Policy in accordance with the terms of the applicable Policy; and it is further

ORDERED that, upon receipt, the Trustee shall immediately distribute the proceeds to WMI in accordance with the terms and conditions of the Trust Agreement and pursuant to instructions to be provided by WMI; provided, however, that the Trustee may deduct any reasonable fees and reasonable expenses owed to it under the Trust Agreement pursuant to the terms of the Trust Agreement; and it is further

ORDERED that, subject to resolution of the Adversary Proceeding or agreement of WMI and JPMorgan Chase Bank, N.A., WMI is authorized to terminate the Trust in accordance with the terms of the Trust Agreement; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

Dated: May 20, 2009
Wilmington, Delaware



THE HONORABLE MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1
Schedule of Policies

Washington Mutual Inc. Revocable Trust

Pacific Life Flex VI - 105 Policies

#	Issue Date	List Bill	Policy #	#	Issue Date	List Bill	Policy #
1	12/28/88	7361	0122169830	54	9/1/91	7856	0122480620
2	12/28/88	7361	0122169850	55	9/1/91	7856	0122480630
3	12/28/88	7361	0122169870	56	9/1/91	7856	0122480640
4	12/28/88	7361	0122169890	57	9/1/91	7856	0122480650
5	12/28/88	7362	0122169840	58	9/1/91	7856	0122480660
6	12/28/88	7362	0122169860	59	9/1/91	7856	0122480680
7	12/28/88	7362	0122169880	60	9/1/91	7856	0122480690
8	12/28/88	7362	0122169900	61	9/1/91	7856	0122480710
9	12/28/88	7362	0122199870	62	9/1/91	7856	0122480720
10	12/28/91	7362	0122462970	63	9/1/91	7856	0122480730
11	12/28/91	7362	0122531530	64	9/1/91	7856	0122480740
12	12/28/91	7362	0122531540	65	9/1/91	7856	0122480770
13	12/28/91	7362	0122538340	66	9/1/91	8167	0122480390
14	12/28/91	7362	0122547900	67	9/1/91	8167	0122480400
15	12/28/92	7362	0122664320	68	9/1/91	8167	0122480460
16	12/28/92	7362	0122688870	69	9/1/91	8167	0122480470
17	12/28/88	7364	0122319830	70	9/1/91	8167	0122480480
18	12/28/88	7364	0122319840	71	9/1/91	8167	0122480490
19	12/28/88	7364	0122319850	72	9/1/91	8167	0122480510
20	12/28/88	7364	0122319860	73	9/1/91	8167	0122480550
21	12/28/88	7364	0122319870	74	9/1/91	8167	0122480570
22	12/28/88	7364	0122319890	75	9/1/91	8167	0122480580
23	12/28/88	7364	0122319910	76	9/1/91	8167	0122480590
24	12/28/88	7364	0122319930	77	9/1/91	8167	0122480600
25	12/28/88	7364	0122319940	78	9/1/91	8167	0122480610
26	12/28/88	7364	0122319950	79	9/1/90	8168	0122320780
27	12/28/88	7364	0122319960	80	9/1/90	8168	0122321110
28	12/28/88	7364	0122319970	81	9/1/90	8168	0122321180
29	12/28/88	7364	0122319980	82	9/1/90	8168	0122321350
30	12/28/88	7364	0122319990	83	9/1/90	8168	0122321560
31	12/28/88	7364	0122320000	84	9/1/90	8168	0122356800
32	9/28/91	7658	0122468280	85	9/1/90	8168	0122356960
33	9/28/91	7658	0122468310	86	9/1/90	8168	0122419240
34	9/28/91	7658	0122468320	87	9/1/90	8168	0122419260
35	9/28/91	7658	0122468340	88	9/1/90	8171	0122375440
36	9/28/91	7658	0122468350	89	9/1/90	8171	0122419250
37	9/28/90	7659	0122342230	90	9/1/90	8176	0122356900
38	9/28/90	7659	0122342270	91	9/1/90	8176	0122388920
39	9/28/90	7659	0122342310	92	9/1/91	8177	0122480420
40	9/28/90	7659	0122342320	93	9/1/91	8177	0122480430
41	9/28/90	7659	0122385720	94	9/1/91	8177	0122480450
42	9/28/90	7659	0122827050	95	9/1/91	8177	0122480750
43	12/28/88	7660	0122137320	96	9/1/91	8177	0122480760
44	12/28/88	7660	0122137350	97	12/28/88	8184	0122319900
45	12/28/88	7660	0122137360	98	12/28/88	8184	0122320010
46	12/28/88	7660	0122137380	99	12/28/88	8184	0122320020
47	12/28/88	7660	0122137390	100	12/28/88	8184	0122320030
48	12/28/88	7660	0122137420	101	12/28/88	8184	0122320040
49	12/28/88	7660	0122137430	102	12/28/88	8184	0122320050
50	12/28/88	7660	0122137450	103	12/28/88	8184	0122320060
51	12/28/88	7660	0122141760	104	12/28/88	8184	0122320070
52	12/28/88	7660	0122215970	105	12/28/88	8184	0122320080
53	12/28/88	7660	0122287420				