

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

-----	X	
<i>In re</i>	:	Chapter 11
	:	
WASHINGTON MUTUAL, INC., et al. <sup>1</sup>	:	Case No. 08-12229 (MFW)
	:	
Debtors.	:	Jointly Administered
-----	X	
WASHINGTON MUTUAL, INC. AND	:	
WMI INVESTMENT CORP.,	:	
	:	Adv. Proc. No. 09-50934
Plaintiffs,	:	
	:	
v.	:	
	:	
JPMORGAN CHASE BANK, NATIONAL	:	
ASSOCIATION,	:	
	:	
Defendant.	:	
-----	X	

**APPENDIX TO THE BRIEF IN SUPPORT OF THE  
MOTION OF PLAINTIFFS FOR SUMMARY JUDGMENT**

---

<sup>1</sup> The Debtors in these Chapter 11 cases and the last four digits of each Debtor's federal tax identification numbers are: (i) Washington Mutual, Inc. (3725); and (ii) WMI Investment Corp. (5395).



0812229100208000000000003

## TABLE OF CONTENTS

Affidavit of Doreen Logan .....	A-1
Ex. A to Affidavit of Doreen Logan (9/08 Account Statements) .....	A-22
Ex. B to Affidavit of Doreen Logan (3/09 Account Statements) .....	A-35
Ex. C to Affidavit of Doreen Logan (GL Administration Policy) .....	A-42
Ex. D to Affidavit of Doreen Logan (1/07-3/08 Account Statements) .....	A-46
Ex. E to Affidavit of Doreen Logan (Hogan Screen Printout) .....	A-74
Ex. F to Affidavit of Doreen Logan (New Account Forms) .....	A-77
Ex. G to Affidavit of Doreen Logan (E-mails) .....	A-82
Ex. H to Affidavit of Doreen Logan (GL Administration Policy) .....	A-85
Ex. I to Affidavit of Doreen Logan (New Account Forms) .....	A-92
Ex. J to Affidavit of Doreen Logan (WMI and Banking Affiliates General Standards) ...	A-96
Ex. K to Affidavit of Doreen Logan (WMI Liquidity Management Standards) .....	A-101
Ex. L to Affidavit of Doreen Logan (Cash Position Worksheets) .....	A-108
Ex. M to Affidavit of Doreen Logan (Invoices) .....	A-111
Ex. N to Affidavit of Doreen Logan (8/14//08 Memo and Application) .....	A-114
Ex. O to Affidavit of Doreen Logan (Master Note) .....	A-122
Ex. P to Affidavit of Doreen Logan (Emails).....	A-127
Ex. Q to Affidavit of Doreen Logan (Contribution Paperwork) .....	A-133
Declaration of Peter Calamari, Esq. ....	A-160
Ex. 1 to Declaration of Peter Calamari, Esq. (Purchase and Assumption Agreement).....	A-163
Ex. 2 to Declaration of Peter Calamari, Esq. (Stipulation) .....	A-206

-----	X	
<i>In re</i>	:	
	:	Chapter 11
WASHINGTON MUTUAL, INC., <i>et al.</i> , <sup>1</sup>	:	
	:	Case No. 08-12229 (MFW)
Debtors.	:	
	:	Jointly Administered
-----	X	
WASHINGTON MUTUAL, INC. AND	:	
WMI INVESTMENT CORP.,	:	
	:	Adversary Case No. 09-50934
Plaintiffs,	:	
	:	
v.	:	
	:	<b>AFFIDAVIT OF</b>
JPMORGAN CHASE BANK, NATIONAL	:	<b><u>DOREEN LOGAN</u></b>
ASSOCIATION,	:	
	:	
Defendant.	:	
-----	X	

STATE OF WASHINGTON                    )  
  )  
COUNTY OF KING                        )                    SS:

DOREEN LOGAN, being duly sworn, deposes and says:

1. I am employed by Washington Mutual, Inc. (“WMI”) as Controller / Assistant Treasurer and have worked for WMI since October 20, 2008. I have a B.S. in accounting from California State University Sacramento and I am a California-licensed Certified Public Accountant. I submit this affidavit in support of the motion of WMI and WMI Investment Corp. for summary judgment. Except where otherwise stated, I have

A-1

personal knowledge of the facts stated in this affidavit and I could testify competently to them under oath if called upon to do so.

2. From January 1990 through October 17, 2008 (with the exception of March 1997 to June 1999), I was employed by Washington Mutual Bank, Henderson Nevada ("WMB") and/or American Savings Bank (which was acquired by WMB in 1996). During that time I had responsibilities with respect to accounting and treasury operations, including cash management. From January 2006 to October 17, 2008, I was a First Vice President and transaction manager in WMB's Treasury department with responsibility for administering WMB and WMI structured finance and internal restructuring transactions.

3. I understand that on September 25, 2008, JPMorgan Chase Bank, N.A. ("JPMorgan Chase") purportedly purchased substantially all of WMB's assets in exchange for payment of \$1.88 billion and the assumption of substantially all of the secured liabilities of WMB and all of WMB's deposit liabilities (the "P&A Transaction"), pursuant to the Purchase and Assumption Agreement Whole Bank, dated September 25, 2008 (the "P&A Agreement").

4. As of September 25, 2008, WMI and WMI Investment Corp. had cash on deposit with WMB and with WMI's indirect wholly-owned subsidiary, Washington Mutual Bank fsb, Park City, Utah ("WMB fsb"), in excess of \$3.8 billion, consisting of more than \$135 million in five demand deposit accounts at WMB and \$3.668 billion in a single demand deposit account at WMB fsb. Following the P&A Transaction, JPMC continues to hold approximately the same amount in the same six accounts.



5. The following chart illustrates these accounts and the deposits therein both as of September 30, 2008 and as of March 31, 2009:

<u>Depositor</u>	<u>Location of Deposit Account</u>	<u>Last Four Digits of Account No.</u>	<u>Deposit as of September 30, 2008</u>	<u>Deposits as of March 31, 2009</u>
WMI	WMB fsb	4234	\$3,667,943,172	\$3,670,598,422
WMI	WMB	1206	\$52,600,201	\$52,674,114
WMI	WMB	0667	\$264,068,186	\$261,516,524
WMI	WMB	9626	\$4,650	\$4,653
WMI	WMB	9663	\$747,799	\$748,307
WMI Investment Corp.	WMB	4704	\$53,145,275	\$53,524,945

6. Copies of the September 30, 2008 and March 31, 2009 "Washington Mutual Internal Checking Detail Information" forms which reflect monthly balance and transactions for the accounts, addressed to WMI or WMI Investment Corp., are attached hereto as Exhibits A and B, respectively.

7. As of September 25, 2008 and on the following day, upon commencement of the Chapter 11 bankruptcy cases, WMI and WMI Investment Corp. had no material debts or liabilities owing to WMB fsb.

8. Prior to the P&A Transaction, WMI transferred \$3.674 billion in demand deposits from its primary checking account held at its wholly-owned subsidiary WMB (account shown in the chart above ending in numbers "0667") to a demand deposit account held at WMB fsb (account shown in the chart above ending in numbers "4234").

I understand that JPMorgan Chase has suggested that the \$3.674 billion transferred to the

demand deposit account at WMB fsb was not a deposit, but rather, was a capital contribution made to WMB fsb. (I understand that JPMorgan Chase has not made this suggestion with respect to the other funds held in the accounts shown in the chart above – *i.e.*, JPMorgan Chase apparently concedes that, aside from the \$3.674 billion, all funds in the accounts identified in the chart above are in fact demand deposits.)

9. JPMorgan Chase's suggestion that the \$3.674 billion is a capital contribution, and not a deposit in a demand deposit account, is incorrect and entirely insupportable. As discussed below, the \$3.674 billion transfer was at all times intended to be, and in fact was, funds belonging to WMI kept in the form of a deposit made into a demand deposit account. It was never intended to be a capital contribution or anything other than a demand deposit.

**WMI's Primary Checking Demand Deposit Account At WMB**

10. From June 17, 2002 to September 19, 2008, WMI's primary non-interest bearing checking account was held at WMB in a demand deposit account ending with the last four digits "0667" (hereinafter, that account is referred to as "0667"). Demand deposit accounts are accounts from which deposited funds can be withdrawn at any time without any advance notice to the depository institution. As 0667 was WMI's primary non-interest bearing checking account, it was very active and typically had approximately 10 to 15 transactions per day, as shown in the September 2008 account statement a copy of which is attached hereto as Exhibit A. From this account, WMI serviced its outstanding debt, paid dividends on its preferred and common equity, and disbursed payments on account of tax obligations and myriad other operating expenses.

11. All of the accounts shown in the chart above, including 0667, were established and maintained in accordance with internal policies and procedures of WMI and its subsidiaries governing what is known as "On-Us," or intra-corporate, deposit accounts. Per WMI's "GL Administration Policy," a document used to "communicate policies for the establishment and usage of 'On-Us' bank accounts for all Washington Mutual entities and departments," On-Us accounts are internal "corporately owned Demand Deposit Account (DDA) accounts." A copy of the GL Administration Policy is attached hereto as Exhibit C. (Hereinafter, "Washington Mutual" refers to all Washington Mutual entities and departments that were subsidiaries of or affiliated with WMI prior to the September 25, 2008 seizure of WMB by the FDIC.)

12. At all times, the accounts, including 0667, were properly accounted for in the books and records of WMB and WMB fsb as demand deposit accounts and deposit liabilities owing to WMI or WMI Investment. On many occasions, I have seen the books and records that reflect such accounting. WMB reported the accounts as deposit accounts to federal banking regulators and paid federal deposit insurance premiums on the deposits in the Accounts prior to the P&A Transaction. With respect to 0667 in particular, copies of excerpts of account statements for the period January 2007 to March 2009 are attached hereto as Exhibit D, and state that the funds in 0667 are "Deposits" and that the "Deposits are FDIC Insured."

**WMI Moves Its Primary Checking Account From A Demand Deposit Account At WMB To A Demand Deposit Account At WMB fsb**

13. On September 18, 2008, Carey Brennan, WMB's Senior Vice President, Deputy Chief Legal Officer & General Counsel – Capital Markets, initiated a telephone conversation with Patricia Schulte, WMB's Senior Vice President, Treasury, Cash

Management. Ms. Schulte asked me to join the call. On that call, Mr. Brennan instructed that the maximum amount of funds possible deposited in the 0667 demand deposit checking account at WMB should immediately be moved to a demand deposit account at WMB fsb. Although I did not ask about the reason for this transfer at the time, I later learned that management's intent was to transfer WMI's bank account to the more well-capitalized bank within the consolidated group.

14. In order to determine the maximum amount that could be transferred, on September 19, 2008, I reviewed the 0667 account balance online via the Hogan mainframe computer system (WMB's deposit accounting system) to determine how much cash needed to stay in 0667 to cover payments that had already been scheduled to be made from the funds in that account. One of the Hogan screen printouts that I reviewed for this purpose, including the handwritten notes I made on that printout, is attached hereto as Exhibit E. The Hogan screen printout shows the 0667 account number, the "DDA" (Demand Deposit Account) account type, and the amount of funds that were available in the account.

15. I determined that approximately \$50 million needed to remain in the account to cover scheduled pending payments, which meant that the remainder of \$3.674 billion could be transferred to a demand deposit account at WMB fsb.

16. The demand deposit account to which the transfer was to be made at WMB fsb was to be newly created. Thus, as was customary with any transfer to a newly-established deposit account, and as required by Washington Mutual's GL Administration Policy, this transfer was to be effectuated by (a) submitting to the Washington Mutual Back Office Branch a "New Account Request Form" utilized to open a new demand

deposit account, (b) completing a "Journal Entry Request Form" to record the transaction on the general ledger of each company, and (c) completing a "Journal Entry Posting Form," accounting for the transfer of deposits from 0667 to the new account.

17. I asked Yolanda Noblezada, WMB's Senior Treasury Analyst, Treasury, to fill out these forms to effectuate the transfer of the \$3.674 billion to a demand deposit account at WMB fsb. Copies of the New Account Request form that Ms. Noblezada prepared on Friday, September 19, 2008, and the supporting Journal Entry Request and Journal Entry Posting forms, are attached hereto as Exhibit F. As required by the GL Administration Policy (Exhibit C hereto), the New Account Request form was signed and approved by Patricia Schulte; the Journal Entry Request Form was signed and approved by me; and the Journal Entry Posting Form was signed and approved by Patricia Schulte and WMB's Vice President, Cash Management Manager, Treasury, Brandon Winder.

18. The New Account Request form completed on Friday, September 19, 2008 expressly denotes that the new account was to be an "On-Us" corporate checking account to be assigned a product code of "B3." The GL Administration Policy states that "B3's are non-interest bearing DDA [Demand Deposit Account] accounts." (Ex. C hereto.) The GL Administration Policy likewise provides that "On-Us" accounts are "Demand Deposit Accounts." Moreover, although New Account Request Forms may be used to open several different account types (*e.g.*, loss drafts, commercial loans, insurance drafts, and investors/custodial accounts), these forms are used to create only deposit accounts, not any other type of account.

19. In addition to these forms prepared on Friday, September 19, 2008, there is an email that was sent on the same day that confirms that the intent was to transfer the

\$3.674 billion to a demand deposit account. Rosa Cox, WMB's Vice President, Accounting Manager, Corporate Accounting, sent an email to Tawnya Ryason, WMB's Assistant Vice President, Manager, Accounting II – Corporate Accounting, with a "cc:" to me. The email accurately reported to Ms. Ryason that I had told Ms. Cox that I needed a "Due From FSB" account to use this month for a new deposit account." A copy of that email, which is the first in a string of emails, is attached hereto as Exhibit G.<sup>2</sup>

20. Although the New Account Request Form properly indicated that the deposit account was to be opened at WMB fsb, an administrative back office processing error caused a new demand deposit account ending in numbers "4218" ("4218") to be opened not at WMB fsb, but rather, at WMB. On Monday, September 22, 2008, Ms. Noblezada reported to me that the Processing Representative in the Back Office Branch in Stockton, California who had processed the transfer had mistakenly ignored the directions on the completed forms that the deposit account be opened at "Co. 40" (the company designation for WMB fsb). Instead, the Processing Representative had erroneously opened the 4218 deposit account at WMB ("Co. 1"). Ms. Noblezada reported to me that the Processing Representative had explained to her that this clerical error had been made because WMB fsb did not have an overhead cost center open on the Hogan system (which was needed to ensure that the demand deposit account eliminated properly in consolidation), and the Processing Representative therefore erroneously used a cost center that was available and that corresponded to WMB.

---

<sup>2</sup> As the email indicates, the only intercompany GL account available at the time that was open to reflect money on deposit at WMB fsb was one with a "Money Market Deposit Account – Interest Checking" description (rather than a one described as a non-interest bearing demand deposit account), and therefore the plan was to use that GL account and open a new GL account for a "Non-interest checking account" at the beginning of the next calendar month. The change was to be made at the beginning of the next month because, per the GL Administration Policy (Ex. H), new GL accounts could only be opened during 14 business days prior to month-end (approximately the first 6 days of the month). Before the correction could be made, the FDIC became receiver and seized WMB on September 25, 2008.

21. This clerical error, and its immediate correction, is reflected on the Monday, September 22, 2008 emails, copies of which are also included in the email string attached hereto as Exhibit G. An email from Ms. Ryason to me and others states that the "DDA [Demand Deposit Account] was opened on Co 1 [WMB] and not on Co 40 [WMB fsb]. Was this an oversight?" Ms. Noblezada responded "Yes, we are fixing this right now. We will be closing the DDA [Demand Deposit Account] on Co 1 and will open one on Co 40 . . . ."

22. On Monday, September 22, 2008, a revised New Account Request Form and supporting Journal Posting Form were created and the mistake was corrected, retroactively to September 19, 2008, with the creation of a demand deposit account at WMB fsb ending in numbers 4234 ("4234"). Account 4218 at WMB was closed the same day (while WMI's Account 0667 remained at WMB).

23. Copies of the revised New Account Request form and Journal Entry Posting forms that Ms. Noblezada prepared on September 22, 2008 are attached hereto as Exhibit I. As required by the GL Administration Policy (Exhibit C hereto), the revised New Account Request form was signed and approved by Tim Smallow, WMB's First Vice President, Treasury – Cash Management, and the Journal Entry Posting Form was signed and approved by Messrs. Smallow and Winder.<sup>3</sup>

24. Just as was the case with the prior New Account Request Form, the revised New Account Request form expressly denotes that the new 4234 account was to be an "On-Us" corporate checking account to be assigned a product code of "B3." As noted, the GL Administration Policy states that "B3's are non-interest bearing DDA

---

<sup>3</sup> A revised New Journal Entry Request form was not needed because there was no error in the use of the GL account 10441 representing the account on deposit at WMB fsb.

[Demand Deposit Account] accounts" and further provides that "On-Us" accounts are "Demand Deposit Accounts." Moreover, the Journal Entry Posting Forms used to account for the transfer of funds from Account 4218 at WMB to Account 4234 at WMB fsb denote that Account 4234 was to be a "DDA" account which, per the GL Administration Policy, means "Demand Deposit Account."

25. The September 30, 2008 Account Statement for Account 0667 shows four debits on September 19, 2009 in an aggregate amount of \$3.674 billion. The September 30, 2008 Account Statement for Account 4234 at WMB fsb shows four corresponding credits (deposits), effective retroactively to September 19, 2009, in an aggregate amount of \$3.674 billion. The September 30, 2008 Account Statement for Account 4234 properly reflects such amounts as "Customer Deposits." Copies of the September 2008 Account Statements for 0667 and 4234 are attached hereto as Exhibit A.<sup>4</sup>

26. In sum, I received an instruction to move funds from demand deposit account 0667 at WMB to a demand deposit account at WMB fsb. My colleagues and I implemented that instruction and we completed the paperwork and carried out the Washington Mutual procedures required to transfer the \$3.674 billion into demand deposit account 4234 at WMB fsb. As the facts detailed above demonstrate, and as I know from my personal involvement, there is simply no question but that the \$3.674 billion was always intended to be, and in fact was, a deposit made into a demand deposit account at WMB fsb in accordance with Washington Mutual policies applicable to demand deposit accounts.

---

<sup>4</sup> The reason there were four debits and corresponding credits (deposits) that together totaled \$3.674 billion, instead of a single debt and corresponding credit (deposit) for that amount, is that Hogan truncates transactions into \$999 million segments. Hogan cannot post a transaction larger than \$999,999,999.



**The \$3.674 Billion Deposit Cannot Be A Capital Contribution**

27. In addition to the facts described above that make plain that the \$3.674 billion was always intended to be, and was in fact, a deposit, I am also aware of facts that show the \$3.674 billion transfer could not have been a capital contribution.

28. *Washington Mutual Policies And Procedures For Requesting And Processing Capital Contributions Were Not Carried Out.* As discussed above, the Washington Mutual internal policies and procedures applicable to depositing the \$3.674 billion into a demand deposit account were followed. If the intention had been for the \$3.674 billion to be a capital contribution, there are different internal policies and procedures that would have been applicable, but these policies and procedures were not followed, nor were the relevant forms prepared. As set forth on the "WMI and Banking Affiliates General Standards: Authorized Individuals for Intercompany Transactions" and as reflected on the "Washington Mutual REQUEST FOR CONTRIBUTION" form (copies of which are attached hereto as Exhibit J), a capital contribution cannot be made without the approval of the CFO, Treasurer or Corporate Controller, and to make a capital contribution a "REQUEST FOR CONTRIBUTION" form must be filled out. That form requires the requester to supply details about the proposed capital contribution, including the nature and purpose of the proposed capital contribution. The requester is to be "as detailed as possible with the Proposal/Purpose description (*i.e.*, why the capital contribution is being requested, what it will be used for, is it a one-time request or ongoing, etc.)."

29. As reflected in the "Approvals Required" section of the form, after the requester completes the form it is to be presented via email to representatives of each of the following four departments for approval: Legal, Tax, Controllers, and Treasury.

30. Upon receiving approvals from all four departments, copies of the approvals and the fully approved request is to be forwarded to Legal, which then "prepare[s] and circulate[s] for execution the legal documentation required to authorize the contribution and will forward the approval to the requesting party, Entity Accounting, Tax and Treasury."

31. Per Washington Mutual policy, all of these steps would have been required before processing a capital contribution. Indeed, WMI followed these procedures in connection with capital contributions that it made to WMB in December 2007, April 2008, July 2008 and September 2008. The Request for Contribution forms and email approvals for these transactions are attached hereto as Exhibit Q. In my position at WMB, I would have been made aware if these same steps had been taken, and same forms prepared, in connection with the transfer to WMB fsb of the \$3.674 billion. Not one of these steps was taken, however, belying any suggestion that the \$3.674 billion deposit was, or ever was intended to be, a capital contribution.

32. A capital contribution would have fundamentally revised the capital structure of various Washington Mutual entities, and such a transaction simply would not have made sense. Prior to the September 25, 2008 FDIC seizure, WMI owned WMB, which owned Pike Street Holdings, Inc. ("Pike Street Holdings"), which, in turn, owned WMB fsb. A \$3.674 billion capital contribution would have fundamentally changed this

capital and ownership structure, with WMI becoming a new partial owner of WMB fsb.

There was no plan or effort at WMI to achieve such a result.

33. *WMI Liquidity Management Policies And Procedures Are Inconsistent With Any Notion That The \$3.674 Billion Deposit Is A Capital Contribution.* Another clear indication that the \$3.674 billion deposit was never a capital contribution, and was never considered or intended to be a capital contribution, is the "WMI Liquidity Management Standard" (the "Liquidity Standard"). The stated objective of the Liquidity Standard is to "prudently manage [WMI's] ability to meet its financial obligations." A copy of the Liquidity Standard is attached hereto as Exhibit K. The Liquidity Standard states that cash must be maintained at a minimum daily balance of \$150 million with an "early warning" limit of \$250 million. The Liquidity Standard further states that "[i]n the event that the WMI cash balance is expected to or falls below \$150 million, the Treasurer will be notified immediately. The Treasurer may approve being below the target minimum for up to ten days of the month. In the event that the target minimum is not met for over ten days MRC [Market Risk Committee] chair will be notified and a report of the daily cash balances will be taken to the next MRC with an explanation for any approved variation and an action plan."

34. The Liquidity Standard also states that net short term position (liquid assets / short term liabilities) must be maintained at 100% or greater with a "warning trigger" if the ratio falls below 110%. The Liquidity Standard further states that "[a]ny expected or actual exceptions to the positive net short term position forecasted within a 90 day period will be reported to the Treasurer and MRC chair immediately and to the

MRC at their next meeting with an explanation and proposal to remediate the potential shortfall.”

35. Before the \$3.674 billion transfer into demand deposit account 4234, WMI's cash position was \$3.724 billion. The net short term position was 236% in September, 234% in October, 230% in November and 229% in December (as shown in the cash position work sheets copies of which are attached hereto as Exhibit L.) Had the \$3.674 billion been a capital contribution and not a transfer into the deposit account, cash would have fallen to about \$50 million – well below the \$250 million early earning and the minimum of \$150 million. Net short term position would have fallen to 17% in September, 15% in October, 12% in November and 10% in December – well below the 110% warning trigger and the minimum of 100%.

36. In my position at WMB and as a member of the Liquidity Management Working Group (a subcommittee of the Market Risk Committee), I would have been aware if these procedures required by the Liquidity Standard had been carried out with respect to the transfer of the \$3.674 billion. These procedures were not implemented, again belying any suggestion that the \$3.674 billion deposit was, or ever was intended to be, a capital contribution.

37. *WMI Paid Invoices Using A Portion of the \$3.674 Billion In The 4234 Account, Which Is Inconsistent With The Notion That \$3.674 Billion Deposit Is A Capital Contribution.* On September 24 and 25, 2008, WMI paid two invoices that had been billed directly to WMI using a portion of the \$3.674 billion in account 4234. One payment was to Goldman Sachs for advisory services for a total of \$3,056,827.50. Another payment was to Morgan Stanley for advisory services for a total of

\$3,000,000.00. Copies of the invoices are attached hereto as Exhibit M, and the September 2009 account statement for 4234 reflecting the two payments is included in Exhibit A. WMI's use of the 4234 account to make payments in satisfaction of invoices to WMI demonstrates its use of the account as a demand deposit account. Had the \$3.674 billion been a capital contribution to WMB fsb, the funds would not have been available to WMI to pay WMI invoices.

38. *Washington Mutual Sought Regulatory Approval To Reduce WMB fsb's Capital Base By \$20 Billion – Which Is Inconsistent With Any Notion That There Was Any Intent During The Same Time Period To Increase WMB fsb's Capital By \$3.674 Billion.* For months prior to the September 2008 transfer of the \$3.674 billion deposit, the Treasury group of Washington Mutual had proposed and planned to decapitalize WMB fsb by transferring \$20 billion in excess capital from WMB fsb to Pike Street Holdings, Inc., its direct parent entity. The plan to move the \$20 billion is reflected in (a) the August 14, 2008 memorandum from WMB's Senior Vice President – Funding & Capital, Treasury, Peter Freilinger, to the Board of Directors of Washington Mutual Bank fsb, and (b) the August 15, 2008 Application for Capital Distribution that was submitted to the Office of Thrift and Supervision (copies of which are attached hereto as Exhibit N.) As explained in Mr. Freilinger's memorandum, the purpose of the planned decapitalization was to free up low-earning and non-earning assets and make it easier for WMB fsb to stay in compliance with the federal "Qualified Thrift Lender" test, which provides that the institution must hold qualified thrift assets (*i.e.*, housing-related investments) equal to at least 65% of its portfolio assets. By shrinking WMB fsb's capital base, its mortgage-related assets would increase as a total percentage of its

portfolio assets, thereby ensuring compliance with the "Qualified Thrift Lender" test, and the \$20 billion could be put to use by Pike Street Holdings, Inc. As stated in Mr. Freilinger's memo, the decapitalization would decrease WMB fsb's leverage ratio from 62% to 25%, which was still more than sufficient since a "well capitalized institution requires an 8% or higher leverage ratio." Since I was told by Regulatory Reporting that the capital distribution notice required 60 days for approval, and the application was filed with the OTS on about August 15, 2008, at the time of the transfer of the \$3.674 billion in September of 2008 it was my expectation that the OTS would approve the application by October 15, 2008. Of course, this never happened after the FDIC seized the assets of WMB (including the stock of WMB fsb) on September 25, 2008.

39. In sum, JPMorgan Chase's suggestion that WMI intended to make a capital contribution of \$3.674 billion to WMB fsb makes no sense in view of the fact that Washington Mutual had in reality determined that the already abundant capital base of WMB fsb needed to be reduced (not increased) and had applied to the OTS in order to reduce WMB fsb's capital base by \$20 billion during this very same time period.

**JPMorgan Chase Knows That The 4234 Account  
At WMB fsb Holding The \$3.674 Billion Is a Demand Deposit Account**

40. JPMorgan Chase's Complaint in this action suggests that the \$3.674 billion deposit is a capital contribution on the ground that the "general ledger entries for this transaction ... describe the \$3.67 Billion Book Entry Transfer as 'WMI contributes to FSB.'" Complaint ¶ 115. As discussed above, however, I was personally involved in the preparation of the transfer forms that generated the general ledger entries. The phrase "WMI contributes" appears as an obscure note in some forms and entries as a result of a

simple clerical error (which is explained in the footnote below).<sup>5</sup> As set forth above, I have personal knowledge that the phrase could not have been and was never intended to reflect that the \$3.674 billion deposit was a capital contribution. The errant phrase has no impact on the nature of the \$3.674 billion deposit which always was intended to be, and was in fact, transferred into demand deposit 4234 account pursuant to Washington Mutual policies and procedures for demand deposit accounts, as described in detail above.

41. JPMorgan Chase's Complaint also states that "no cash or other funds were actually moved to or received by WMB fsb in connection with the transfer" and the transfer "could not have created a deposit liability of WMB fsb to WMI without receipt of good funds." (Complaint ¶¶ 114-117.) However, this ignores the Revolving Master Note (the "Master Note"), a copy of which is attached hereto as Exhibit O. Pursuant to the Master Note, WMB fsb typically lent billions of dollars to WMB each day. Rather than wire the \$3.674 billion from WMB to WMB fsb, WMB added that amount to the amount it owed WMB fsb under the Master Note and WMB fsb increased its receivable from WMB. WMB decreased the 0667 demand deposit account by that amount and the 4234 demand deposit account was funded by that amount. The fact that the Master Note (instead of a wire) was used as the vehicle to fund the 4234 demand deposit account does not change the fact that the transfer of the \$3.674 billion always was intended to be, and was in fact, a deposit. (I also note that, in the years prior to the P&A Transaction, WMB

---

<sup>5</sup> A computer template was used to create and complete transfer forms. (Exs. F and I.) The template had been used previously by WMI to make a contribution to WMB and the phrase "WMI contributes" apparently had been written and saved onto the template at that time. Ms. Noblezada has advised me that it was her purpose to create a deposit account through the \$3.674 billion transfer, and that she inadvertently left the phrase "WMI contributes" in the "Description/Comments" section of the template when she filled in the computerized form. When the \$3.674 billion transfer was made, I and the others that were involved in preparing the forms simply overlooked the phrase as well.

and WMB fsb regularly and in the ordinary course of business settled their intercompany balances to the Master Note without wiring funds, as shown on the attached emails detailing to Cash Management how the settlement of intercompany balances between Co 2 and Co 40 would be recorded. *See Ex. P hereto.*)

42. I am surprised that JPMorgan Chase has attempted to use these clerical issues as a supposed basis for suggesting that WMI made a \$3.674 billion capital contribution, especially since JPMorgan Chase and its personnel have repeatedly recognized that 4234 is indeed a demand deposit account.

43. ***Account Statements Issued By JPMorgan Chase State That The \$3.674 Billion Is A Deposit.*** For example, the 4234 account statements that JPMorgan Chase issues to WMI include the following description: "Deposit accounts now held by JPMorgan Chase Bank., N.A." and further state that the "Deposits are FDIC Insured." A copy of the September 2008 and March 2009 account statements received from JPMC are attached hereto as Exhibits A and B, respectively.

44. ***JPMorgan Chase Personnel Have Acknowledged That The \$3.674 Billion Is a Deposit.*** Likewise, multiple current and former employees of JPMorgan Chase have told me that they have advised JPMorgan Chase that the \$3.674 billion is not a capital contribution, and is in fact a deposit. A number of those JPMC employees, moreover, were employed by WMB prior to the P&A Transaction and were directly involved in opening Account 4234. For example, in December 2008, I spoke with a former member of WMB's senior management, who told me that after being hired by JPMorgan Chase he informed JPMorgan Chase that Account 4234 is a demand deposit



account, that the \$3.674 billion is a deposit, and that there is no basis for JPMorgan Chase to contest this fact.

45. In early 2009, including on about March 17, 2009, I had several telephone conversations with Beverly Bruce. Prior to the September 25, 2008 FDIC seizure of WMB, Ms. Bruce was WMB's Vice President, Manager – Treasury – Sr. Treasury. Since the seizure, my understanding is that Ms. Bruce was employed by JPMorgan Chase as a Treasury Manager through April 30, 2009 whose responsibilities included budget planning related to the net interest margin. Ms. Bruce advised me during our discussions in early 2009 that the \$3.674 billion in the 4234 account is reflected in JPMorgan Chase's books and records as a deposit. More specifically, she stated that the \$3.674 billion is "a deposit liability in their segment results" and it "is throwing off their segment profitability."

46. In April 2009, I had a telephone conversation with Rosa Cox. Prior to the September 25, 2008 FDIC seizure of WMB, Ms. Cox was WMB's Vice President, Accounting Manager, Corporate Accounting. Since the seizure, my understanding is that Ms. Cox has been employed by JPMorgan Chase. As discussed above, Ms. Cox had assisted in ensuring that the transaction was accounted for correctly at both WMI and WMB fsb. In my April 2009 conversation with Ms. Cox, she asked whether WMI planned to move the \$3.674 billion out of that account soon and she explained that, under proposed new rules for calculating federal deposit insurance premiums, JPMorgan Chase's federal deposit insurance premiums may increase by about 10 basis points on the \$3.674 billion deposit.

47. *JPMorgan Chase Apparently Has Represented To Regulators That The \$3.674 Billion Is A Deposit.* On information and belief (based on the conversations I have had with JPMorgan Chase personnel), JPMC has been reporting the 4234 account as a deposit liability to the Office of the Comptroller of the Currency and has been paying federal deposit insurance premiums to the FDIC on the deposits in that account.

48. *Those With First-Hand Knowledge Are Uniformly Of The View That The \$3.674 Billion Deposit Is a Deposit.* As the above indicates, to the best of my knowledge every single person (including me and those now employed by JPMorgan Chase) with first-hand knowledge of the circumstances surrounding WMI's decision to move its demand deposit account from WMB to WMB fsb is of the view that the 4234 account at WMB fsb holding the \$3.674 billion is, and has always been, a deposit liability owed to WMI by WMB fsb. There can be no legitimate dispute as to these facts.

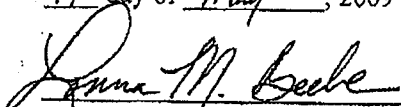
\* \* \*

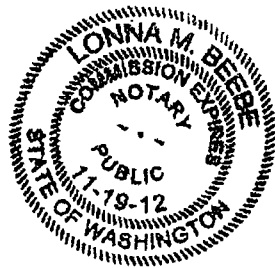
In sum, I have personal knowledge that the \$3.674 billion transfer from WMI's demand deposit account at WMB to the demand deposit account at WMB fsb always was intended to be, and always was, a deposit (and not a capital contribution). I was instructed to transfer the funds into a demand deposit account at WMB fsb and I know from my personal involvement that the Washington Mutual policies and procedures for making a deposit into a demand deposit account at WMB fsb were carried out. The Washington Mutual policies and procedures that would have been required had the deposit been a capital contribution were not carried out. Furthermore, WMI paid invoices that had been billed directly to WMI using a portion of the \$3.674 billion in the

4234 demand deposit account at WMB fsb, which is consistent with the transfer being a deposit and inconsistent with any notion that it was a capital contribution. Moreover, Washington Mutual had sought regulatory approval to reduce WMB fsb's capital base by \$20 billion during the same time period that the \$3.674 billion transfer was made, which is inconsistent with any notion that the \$3.674 billion was intended to be a capital contribution to WMB fsb (which would have had the opposite effect of increasing the capital base of WMB fsb). Finally, JPMorgan Chase itself has acknowledged and represented -- through the account statements JPMorgan Chase has issued and through statements made by its own personnel -- that the \$3.674 billion deposit was in fact a deposit made into a demand deposit account.

  
DOREEN LOGAN

Sworn to before me this  
19<sup>th</sup> day of May, 2009

  
Notary Public



# **EXHIBIT A**



YOUR MONEY MARKET DEPOSIT ACCOUNT STATEMENT

P.O. BOX 1098  
NORTHridge, CA 91328-1098

This Statement Covers

From: 09/01/08  
Through: 09/30/08

WASHINGTON MUTUAL INC  
FBO WASHINGTON MUTUAL BANK FA  
ROWENA LITTLE  
1301 2ND AVE # WMC1411  
SEATTLE WA 98101-2006

*Need assistance?*  
To reach us anytime  
call 1-800-788-7900  
or visit us at [wamu.com](http://wamu.com)

Please see the enclosed information regarding preventing overdrafts, non-sufficient funds, fees and other important information below about changes to your deposit accounts and services.

**Your Money Market Deposit Account Detail Information**

WASHINGTON MUTUAL INC  
FBO WASHINGTON MUTUAL BANK FA

Account Number: 177-891120-8  
Washington Mutual Bank, FA

**Your Account at a Glance**

Beginning Balance	\$52,553,247.70	Interest Earned	\$46,953.31
Checks Paid	\$0.00	Annual Percentage Yield Earned	1.09%
Other Withdrawals	\$0.00	YTD Interest Paid	\$519,048.97
Deposits	+\$46,953.31	YTD Interest Withheld	\$0.00
Ending Balance	\$52,600,201.01		

Date	Description	Withdrawals (-)	Deposits (+)
09/30	Interest Payment		\$46,953.31

**Calendar Year-To-Date Overdraft/Non-Sufficient Funds Charges**  
(excluding any charges which have been waived or refunded):

Overdraft charges \$0.00  
Non-Sufficient Funds charges \$0.00

Your Overdraft Limit as of the statement end date: \$1,000.00

Please note that this may be changed at any time without notice. (View back of statement for more information.)

As of the statement end date, the fee for any Non-Sufficient Funds transaction, whether paid or returned, was \$33.00 per transaction.

**Notice of Change in Terms**

Effective October 1, 2008, the address for deposits (other than deposit contributions to a Retirement or Coverdell Education Savings Account) and payments for any Overdraft Line of Credit sent by mail is P.O. Box 659588, San Antonio, TX 78265-9588. Use of any other address can result in loss or delayed processing.

0 EM-S-US

Page 1 of 1

Deposits are FDIC Insured



1782 HNGR 001 07 30 093008 PAGE 1 of 1 COLR7328 7253 3200 01AA7782



P.O. BOX 2395  
CHATSWORTH, CA 91313-2395

This Statement Covers  
From: 08/01/08  
Through: 09/30/08

WASHINGTON MUTUAL INC  
ATTN: TREASURY ACCTG/LULU ST JOHN  
1301 2ND AVE # WMC1411  
SEATTLE WA 98101-2005

Need assistance?  
To reach us anytime  
call 1-800-788-7000  
or visit us at wamu.com

Please see the end of statement message regarding important information about changes to your deposit accounts and services.

### Washington Mutual Internal Checking Detail Information

WASHINGTON MUTUAL INC Account Number: 179-183086-7  
Washington Mutual Bank, FA

#### Account Summary

Beginning Balance	\$4,541,729,651.01
Deposits	0.00
Electronic & Misc. Deposits	+615,444,052.72
Card Purchases/ATM Withdrawals	0.00
Electronic & Misc. Withdrawals	-4,893,105,517.88
Checks Paid	0.00
Service Fees	0.00
Ending Balance	\$254,068,186.66

#### Electronic & Miscellaneous Deposits

Date	Amount	Description	Card Number
09/02	1,080.61	WIRE TRANSFER DEPOSIT	
09/02	11,024.44	WIRE TRANSFER DEPOSIT	
09/03	7,004.31	WIRE TRANSFER DEPOSIT	
09/03	2,423.76	WIRE TRANSFER DEPOSIT	
09/04	3,810,000.00	WIRE TRANSFER DEPOSIT	
09/05	5,125,000.00	WIRE TRANSFER DEPOSIT	
09/09	103.89	WIRE TRANSFER DEPOSIT	
09/10	167,388.65	WIRE TRANSFER DEPOSIT	
09/12	6,286,361.00	WIRE TRANSFER DEPOSIT	
09/12	318,280.96	WIRE TRANSFER DEPOSIT	
09/15	849,378.57	WIRE TRANSFER DEPOSIT	
09/18	1,775,712.04	MISCELLANEOUS CREDIT	
09/18	48,177.68	WIRE TRANSFER DEPOSIT	
09/18	37,600.00	WIRE TRANSFER DEPOSIT	
09/19	10,000,000.00	WIRE TRANSFER DEPOSIT	

0 EM-S-B3

Page 1 of 3

Deposits are FDIC Insured

7782

NNGR

001

07

30

093008

PAGE 1 OF 3

COLR7378 7321

3200 01AA7782

This Statement Covers  
Account Number: 179-165086-7  
From: 09/01/08  
Through: 09/30/08

Electronic & Miscellaneous Deposits			
Date	Amount	Description	Card Number
09/19	177,000,000.00	BOOK TRANSFER CREDIT	
09/19	146,000,000.00	BOOK TRANSFER CREDIT	
09/22	146,180.97	WIRE TRANSFER DEPOSIT	
09/23	22,497,563.85	WIRE TRANSFER DEPOSIT	
09/23	5,500.00	WIRE TRANSFER DEPOSIT	
09/24	8,849,902.00	WIRE TRANSFER DEPOSIT	
09/30	99,999,999.00	SIR2 TREAS 220 MISC PAY 911653725200929 2	
09/30	99,999,999.00	SIR2 TREAS 220 MISC PAY 911653725200929 2	
09/30	34,528,528.00	SIR2 TREAS 220 MISC PAY 911653725200929 2	
24 Items	\$815,444,052.72		

Electronic & Miscellaneous Withdrawals			
Date	Amount	Description	
09/06	3,810,000.00	BOOK TRANSFER DEBIT	
09/06	6,125,000.00	BOOK TRANSFER DEBIT	
09/09	3,002.57	MISCELLANEOUS DEBIT	
09/09	70,000.00	IRS USATAXPYMT 220865300699212	
09/10	500,000,000.00	BOOK TRANSFER DEBIT	
09/11	614,326.45	MISCELLANEOUS DEBIT	
09/11	58,852.00	MISCELLANEOUS DEBIT	
09/11	112,923.61	MISCELLANEOUS DEBIT	
09/11	167,388.85	BOOK TRANSFER DEBIT	
09/15	59,416,800.00	DOMESTIC OUTGOING WIRE	
09/15	5,055,800.00	DOMESTIC OUTGOING WIRE	
09/15	19,168,800.00	DOMESTIC OUTGOING WIRE	
09/15	238,489,257.00	BOOK TRANSFER DEBIT	
09/15	27,318,823.00	BOOK TRANSFER DEBIT	
09/17	3,669,654.36	DOMESTIC OUTGOING WIRE	
09/18	797,072.50	BOOK TRANSFER DEBIT	
09/18	17,205,753.81	MISCELLANEOUS DEBIT	
09/18	398.85	BOOK TRANSFER DEBIT	
09/19	5,000.00	BOOK TRANSFER DEBIT	
09/19	270,104,885.03	DOMESTIC OUTGOING WIRE	
09/19	999,999,999.00	MISCELLANEOUS DEBIT	
09/19	999,999,999.00	MISCELLANEOUS DEBIT	
09/19	999,999,999.00	MISCELLANEOUS DEBIT	
09/19	674,000,003.00	MISCELLANEOUS DEBIT	
09/22	9,392,500.00	DOMESTIC OUTGOING WIRE	
09/22	2,848,399.06	DOMESTIC OUTGOING WIRE	
09/22	49,638,000.00	DOMESTIC OUTGOING WIRE	
09/23	146,180.97	BOOK TRANSFER DEBIT	
09/23	37,500.00	BOOK TRANSFER DEBIT	
09/23	80,000.00	DOMESTIC OUTGOING WIRE	
09/24	5,500.00	BOOK TRANSFER DEBIT	
09/25	1,681,846.07	MISCELLANEOUS DEBIT	
09/26	4,101,278.89	MISCELLANEOUS DEBIT	
09/28	2,197.56	WA ST D.O.R. EX DTC 0000021262	
34 Items	\$4,893,106,517.88		



CHASE  
WELLS FARGO

This Statement Covers  
Account Number: 178-165066-7  
From: 08/01/08  
Through: 09/30/08

Account Activity Summary			
Average Collected Balance	\$2,551,511,238.78	Minimum Daily Ending Balance	\$4,221,988.49
Checks Deposited	0	Cash Deposited	\$0.00
Number of Deposits	24	Cash Purchased	\$0.00
Checks/Debits	0		

Your Overdraft Limit as of the statement end date: \$1,000.00  
Please note that this may be changed at any time without notice. (View back of statement for more information.)

#### Notice of Change in Terms

Effective October 1, 2008, the address for deposits (other than deposit contributions to a Retirement or Coverdell Education Savings Account) and payments for any Business Overdraft Line of Credit sent by mail is P.O. Box 659688, San Antonio, TX 78266-9688. Use of any other address can result in loss or delayed processing.







P.O. BOX 2395  
CHATSWORTH, CA 91313-2395

This Statement Covers  
From: 09/19/08  
Through: 09/30/08

WMI  
1301 2ND AVE  
SEATTLE WA 98101-2005

Need assistance?  
To reach us anytime  
call 1-800-788-7000  
or visit us at wamu.com

Please see the end of statement message regarding important information about changes to your deposit accounts and services.

### Washington Mutual Internal Checking Detail Information

WMI Account Number: 441-006423-4  
Washington Mutual Bank, FA

#### Account Summary

Beginning Balance	\$0.00
Deposits	+3,874,000,000.00
Electronic & Misc. Deposits	0.00
Card Purchases/ATM-Withdrawals	0.00
Electronic & Misc. Withdrawals	-8,058,827.50
Checks Paid	0.00
Service Fees	0.00
Ending Balance	\$3,887,943,172.50

#### Deposits

Date	Amount	Description
09/22	999,999,999.00	Opening Deposit (Eff. Date:09/19/08)
09/22	674,000,003.00	Customer Deposit (Eff. Date:09/19/08)
09/22	999,999,999.00	Customer Deposit (Eff. Date:09/19/08)
09/22	999,999,999.00	Customer Deposit (Eff. Date:09/19/08)
4 Items	\$3,874,000,000.00	

#### Electronic & Miscellaneous Withdrawals

Date	Amount	Description
09/24	3,000,000.00	DOMESTIC OUTGOING WIRE
09/25	3,058,827.50	DOMESTIC OUTGOING WIRE
2 Items	\$6,058,827.50	

0 EM-S-B3

Page 1 of 2

Deposits are FDIC Insured



7782

NNGR

001

07

30

093008

PAGE 1 OF 2

COLR732A

7321

S200

01AA7782

CHASE  
Bank

This Statement Covers  
Account Number: 441-008423-4  
From: 09/19/08  
Through: 09/30/08

Account Activity Summary			
Average Collected Balance	\$3,670,721,586.25	Minimum Daily Ending Balance	\$3,667,943,172.50
Checks Deposited	0	Cash Deposited	\$3,674,000,000.00
Number of Deposits	4	Cash Purchased	\$0.00
Checks/Debits	0		

Your Overdraft Limit as of the statement end date: \$100.00

Please note that this may be changed at any time without notice. (View back of statement for more information.)

#### Notice of Change in Terms

Effective October 1, 2008, the address for deposits (other than deposit contributions to a Retirement or Coverdell Education Savings Account) and payments for any Business Overdraft Line of Credit sent by mail is P.O. Box 659588, San Antonio, TX 78265-9588. Use of any other address can result in loss or delayed processing.



CHASE  
W. WaMu

P.O. BOX 2385  
CHATHAM, CA 91313-2385

This Statement Covers  
From: 09/01/08  
Through: 09/30/08

WASHINGTON MUTUAL, INC  
ATTN ERIK STROM  
1301 2ND AVE W # WMC4201  
SEATTLE WA 98119

Need assistance?  
To reach us anytime  
call 1-800-788-7000  
or visit us at wamu.com

Please see the end of statement message regarding important information about changes to your deposit accounts and services.

### Washington Mutual Internal Checking Detail Information

WASHINGTON MUTUAL, INC Account Number: 181-252882-8  
ATTN ERIK STROM Washington Mutual Bank, FA

#### Account Summary

Beginning Balance	\$4,650.22
Deposits	0.00
Electronic & Misc. Deposits	+5,000.00
Card Purchases/ATM Withdrawals	0.00
Electronic & Misc. Withdrawals	0.00
Checks Paid	-5,000.00
Service Fees	0.00
Ending Balance	\$4,650.22

#### Electronic & Miscellaneous Deposits

Date	Amount	Description	Card Number
09/19	5,000.00	BOOK TRANSFER CREDIT	
1 Item	\$5,000.00		

#### Checks Paid

Check Number	Amount	Date	Check Number	Amount	Date
1087	5,000.00	09/29			
1 Item	\$5,000.00				

\*Indicates check out of sequence

#### Account Activity Summary

Average Collected Balance	\$6,318.88	Minimum Daily Ending Balance	\$4,650.22
Checks Deposited	0	Cash Deposited	\$0.00
Number of Deposits	1	Cash Purchased	\$0.00
Checks/Debits	1		

1 EM-SB3

Page 1 of 2

Deposits are FDIC insured

7782 NNDK 001 07 30 093008 PAGE 1 of 2 COLR7328 7321 3100 01AA7782



This Statement Covers  
Account Number: 181-262962-6  
From: 09/01/08  
Through: 09/30/08

Your Overdraft Limit as of the statement end date: \$1,000.00  
Please note that this may be changed at any time without notice. (View back of statement for more information.)

#### Notice of Change in Terms

Effective October 1, 2008, the address for deposits (other than deposit contributions to a Retirement or Coverdell Education Savings Account) and payments for any Business Overdraft Line of Credit sent by mail is P.O. Box 659588, San Antonio, TX 78265-9588. Use of any other address can result in loss or delayed processing.



CHASE  
Wamu

P.O. BOX 2396  
CHATSORTH, CA 91313-2396

This Statement Covers  
From: 08/01/08  
Through: 09/30/08

WASHINGTON MUTUAL INC  
TO INDEMNITY FOR 3/1/2008  
LBMC TRANSFER  
ATTN TREASURY ACCOUNTING LULU ST JOHN  
1301 2ND AVE W # WMC1409  
SEATTLE WA 98119

Need assistance?  
To reach us anytime  
call 1-800-768-7000  
or visit us at wamu.com

Please see the end of statement message regarding important information about changes to your deposit accounts and services.

### Washington Mutual Internal Checking Detail Information

WASHINGTON MUTUAL INC Account Number: 314-197988-3  
TO INDEMNITY FOR 3/1/2008 Washington Mutual Bank, FA  
LBMC TRANSFER

#### Account Summary

Beginning Balance	\$10,000,000.00
Deposits	0.00
Electronic & Misc. Deposits	0.00
Card Purchases/ATM Withdrawals	0.00
Electronic & Misc. Withdrawals	-9,252,200.77
Checks Paid	0.00
Service Fees	0.00
Ending Balance	\$747,799.23

#### Electronic & Miscellaneous Withdrawals

Date	Amount	Description
09/18	9,252,200.77	MISCELLANEOUS DEBIT
1 Item	\$9,252,200.77	

#### Account Activity Summary

Average Collected Balance	\$5,990,712.99	Minimum Daily Ending Balance	\$747,799.23
Checks Deposited	0	Cash Deposited	\$0.00
Number of Deposits	0	Cash Purchased	\$0.00
Checks/Debits	0		

Your Overdraft Limit as of the statement end date: \$1,000.00  
Please note that this may be changed at any time without notice. (View back of statement for more information.)

0 EM-S-B3

Page 1 of 2

Deposits are FDIC Insured



7782

WAGR

001

07

30

093008

PAGE 1 OF 2

COLR7375

7321

3200

01AA7782



This Statement Covers  
Account Number: 314-197966-3  
From: 09/01/08  
Through: 09/30/08

Notice of Change in Terms

Effective October 1, 2008, the address for deposits (other than deposit contributions to a Retirement or Coverdell Education Savings Account) and payments for any Business Overdraft Line of Credit sent by mail is P.O. Box 659588, San Antonio, TX 78265-9588. Use of any other address can result in loss or delayed processing.



P.O. BOX 2395  
CHATSWORTH, CA 91313-2395

This Statement Covers

From: 09/01/08

Through: 09/30/08

WAMU INVESTMENT CORP.  
1301 2ND AVE W # WMC1408  
SEATTLE WA 98119

Need assistance?  
To reach us anytime  
call 1-800-788-7000  
or visit us at wamu.com

Please see the end of statement message regarding important information about changes to your deposit accounts and services.

### Washington Mutual Internal Checking Detail Information

WAMU INVESTMENT CORP. Account Number: 314-197470-4  
Washington Mutual Bank, FA

#### Account Summary

Beginning Balance	\$51,650,603.75
Deposits	0.00
Electronic & Misc. Deposits	+1,494,671.58
Card Purchases/ATM Withdrawals	0.00
Electronic & Misc. Withdrawals	0.00
Checks Paid	0.00
Service Fees	0.00
Ending Balance	\$53,145,275.33

#### Electronic & Miscellaneous Deposits

Date	Amount	Description	Card Number
09/03	170,752.99	BOOK TRANSFER CREDIT	
09/11	187,386.66	BOOK TRANSFER CREDIT	
09/18	797,072.50	BOOK TRANSFER CREDIT	
09/18	398.66	BOOK TRANSFER CREDIT	
09/23	145,180.97	BOOK TRANSFER CREDIT	
09/23	37,500.00	BOOK TRANSFER CREDIT	
09/24	5,500.00	BOOK TRANSFER CREDIT	
09/30	170,899.82	WIRE TRANSFER DEPOSIT	
8 Items	\$1,494,671.58		

#### Account Activity Summary

Average Collected Balance	\$52,322,824.72	Minimum Daily Ending Balance	\$51,650,603.75
Checks Deposited	0	Cash Deposited	\$0.00
Number of Deposits	8	Cash Purchased	\$0.00
Checks/Debits	0		

0 EM-S-B3

Page 1 of 2

Deposits are FDIC Insured





This Statement Covers  
Account Number: 314-187470-4  
From: 09/01/08  
Through: 09/30/08

Your Overdraft Limit as of the statement end date: \$1,000.00  
Please note that this may be changed at any time without notice. (View back of statement for more information.)

**Notice of Change in Terms**

Effective October 1, 2008, the address for deposits (other than deposit contributions to a Retirement or Coverdell Education Savings Account) and payments for any Business Overdraft Line of Credit sent by mail is P.O. Box 659588, San Antonio, TX 78265-9588. Use of any other address can result in loss or delayed processing.





# **EXHIBIT B**

**CHASE**  
W. WaMu Deposit accounts now held by JPMorgan Chase Bank, N.A.

P.O. BOX 680032  
DALLAS, TX 75266-0032

This Statement Covers  
From: 03/01/09  
Through: 03/31/09

WASHINGTON MUTUAL, INC  
ATTN ERIK STROM  
1301 2ND AVE W # WMC4201  
SEATTLE WA 98119

Need assistance?  
To reach us anytime  
call 1-800-788-7800  
or visit us at wamu.com

### Washington Mutual Internal Checking Detail Information

WASHINGTON MUTUAL, INC Account Number: 181-252862-6  
ATTN ERIK STROM Washington Mutual Bank, FA

Amendment to Account Disclosures and Regulations, Withdrawals section: We no longer reserve the right to require seven days notice to withdraw funds from any WaMu non-interest bearing checking account.

#### Account Summary

Beginning Balance	\$4,653.03
Deposits	0.00
Electronic & Misc. Deposits	+0.36
Card Purchases/ATM Withdrawals	0.00
Electronic & Misc. Withdrawals	0.00
Checks Paid	0.00
Service Fees	0.00
Ending Balance	\$4,653.39

#### Electronic & Miscellaneous Deposits

Date	Amount	Description	Card Number
03/18	0.36	CORRECTING CREDIT	
1 Item	\$0.36		

#### Account Activity Summary

Average Collected Balance	\$4,653.21	Minimum Daily Ending Balance	\$4,653.03
Checks Deposited	0	Cash Deposited	\$0.00
Number of Deposits	1	Cash Purchased	\$0.00
Checks/Debits	0		

Your Overdraft Limit as of the statement end date: \$1,000.00  
Please note that this may be changed at any time without notice. (View back of statement for more information.)

0 EM-SB3

Page 1 of 1

Deposits are FDIC Insured



7782 NNGR 001 07 31 033109 PAGE 1 of 1 COLR7328 7321 3200 01AA7782



P.O. BOX 640022  
DALLAS, TX 75264-0022

B7977  
0126

**This Statement Covers**

From: 03/01/09  
Through: 03/31/09

WASHINGTON MUTUAL INC  
ATTN: TREASURY ACCTG/LULU ST JOHN  
1301 2ND AVE # WMC1411  
SEATTLE WA 98101-2005

**Need assistance?**  
To reach us anytime  
call 1-800-788-7000  
or visit us at [wamv.com](http://wamv.com)

### Washington Mutual Internal Checking Detail Information

**WASHINGTON MUTUAL INC** Account Number: 179-165068-7  
Washington Mutual Bank, FA

**Amendment to Account Disclosures and Regulations, Withdrawals section:** We no longer reserve the right to require seven days notice to withdraw funds from any WaMu non-interest bearing checking account.

## Account Summary

Beginning Balance	\$261,496,464.57
Deposits	0.00
Electronic & Misc. Deposits	+20,060.00
Card Purchases/ATM Withdrawals	0.00
Electronic & Misc. Withdrawals	0.00
Checks Paid	0.00
Service Fees	0.00
Ending Balance	\$261,516,524.57

### Electronic & Miscellaneous Deposits

Date	Amount	Description	Card Number
03/16	20,060.00	CORRECTING CREDIT	
1 Item	\$20,060.00		

## Account Activity Summary

Average Collected Balance	\$261,506,818.11	Minimum Daily Ending Balance	\$261,496,464.57
Checks Deposited	0	Cash Deposited	\$0.00
Number of Deposits	1	Cash Purchased	\$0.00
Checks/Debits	0		

**Your Overdraft Limit as of the statement end date: \$1,000.00**  
Please note that this may be changed at any time without notice. (View back of statement for more information.)

0 EM-5-83

Page 1 of 1

Deposits are FDIC Insured



CHASE  
Wamu Deposit accounts now held by JPMorgan Chase Bank, N.A.

P.O. BOX 850022  
DALLAS, TX 75286-0022

This Statement Covers  
From: 03/01/09  
Through: 03/31/09

WMI  
1301 2ND AVE  
SEATTLE WA 98101-2005

Need assistance?  
To reach us anytime  
call 1-800-788-7000  
or visit us at wamu.com

## Washington Mutual Internal Checking Detail Information

WMI Account Number: 441-008423-4  
Washington Mutual Bank, FA

Amendment to Account Disclosures and Regulations, Withdrawals section: We no longer reserve the right to require seven days notice to withdraw funds from any WaMu non-interest bearing checking account.

### Account Summary

Beginning Balance	\$3,670,316,863.74
Deposits	0.00
Electronic & Misc. Deposits	+281,558.65
Card Purchases/ATM Withdrawals	0.00
Electronic & Misc. Withdrawals	0.00
Checks Paid	0.00
Service Fees	0.00
Ending Balance	\$3,670,598,422.39

### Electronic & Miscellaneous Deposits

Date	Amount	Description	Card Number
03/18	281,558.65	CORRECTING CREDIT	
1 Item	\$281,558.65		

### Account Activity Summary

Average Collected Balance	\$3,670,462,184.28	Minimum Daily Ending Balance	\$3,670,316,863.74
Checks Deposited	0	Cash Deposited	\$0.00
Number of Deposits	1	Cash Purchased	\$0.00
Checks/Debits	0		

Your Overdraft Limit as of the statement end date: \$500.00  
Please note that this may be changed at any time without notice. (View back of statement for more information.)

0 EM-S-B3

Page 1 of 1

Deposits are FDIC Insured



7782

AMOR

001

07

31

033109

PAGE 1 OF 1

CDLR732A

7321

3200

01AA7782

P.O. BOX 660022  
DALLAS, TX 75266-0022

87979  
0124

**This Statement Covers**

From: 03/01/09  
Through: 03/31/09

WASHINGTON MUTUAL INC  
FBO WASHINGTON MUTUAL BANK FA  
ROWENA LITTLE  
1301 2ND AVE # WMC1411  
SEATTLE WA 98101-2005  
[Barcode]

**Need assistance?**  
To reach us anytime  
call 1-800-788-7000  
or visit us at [wamu.com](http://wamu.com)

**Your Money Market Deposit Account Detail Information**

WASHINGTON MUTUAL INC  
FBO WASHINGTON MUTUAL BANK FA

Account Number: 177-891120-6  
Washington Mutual Bank, FA

**Your Account at a Glance**

<b>Beginning Balance</b>	<b>\$52,673,666.95</b>	<b>Interest Earned</b>	<b>\$447.37</b>
Checks Paid	\$0.00	Annual Percentage Yield Earned	0.01%
Other Withdrawals	\$0.00	YTD Interest Paid	\$3,824.06
Deposits	+\$447.37	YTD Interest Withheld	\$0.00
<b>Ending Balance</b>	<b>\$52,674,114.32</b>		

Date	Description	Withdrawals (-)	Deposits (+)
03/31	Interest Payment		\$447.37

Calendar Year-To-Date Overdraft/Non-Sufficient Funds Charges  
(excluding any charges which have been waived or refunded):  
Overdraft charges \$0.00  
Non-Sufficient Funds charges \$0.00

Your Overdraft Limit as of the statement end date: \$1,000.00  
Please note that this may be changed at any time without notice. (View back of statement for more information.)  
As of the statement end date, the fee for any Non-Sufficient Funds transaction, whether paid or returned, was \$33.00 per transaction.



P.O. BOX 660022  
DALLAS, TX 75266-0022

23979  
UPCR

**This Statement Covers**  
From: 03/01/09  
Through: 03/31/09

WASHINGTON MUTUAL INC  
TO INDEMNITY FOR 3/1/2006  
LBMC TRANSFER  
ATTN TREASURY ACCOUNTING LULU ST JOHN  
1301 2ND AVE W # WMC1409  
SEATTLE WA 98119

**Need assistance?**  
To reach us anytime  
call 1-800-768-7000  
or visit us at wamu.com

### Washington Mutual Internal Checking Detail Information

WASHINGTON MUTUAL INC Account Number: 314-187968-3  
TO INDEMNITY FOR 3/1/2006 Washington Mutual Bank, FA  
LBMC TRANSFER

Amendment to Account Disclosures and Regulations, Withdrawals section: We no longer reserve the right to require seven days notice to withdraw funds from any WaMu non-interest bearing checking account.

#### Account Summary

<b>Beginning Balance</b>	<b>\$748,250.31</b>
Deposits	0.00
Electronic & Misc. Deposits	+57.40
Card Purchases/ATM Withdrawals	0.00
Electronic & Misc. Withdrawals	0.00
Checks Paid	0.00
Service Fees	0.00
<b>Ending Balance</b>	<b>\$748,307.71</b>


#### Electronic & Miscellaneous Deposits

Date	Amount	Description	Card Number
03/16	57.40	CORRECTING CREDIT	
1 Item	\$57.40		

#### Account Activity Summary

Average Collected Balance	\$748,279.93	Minimum Daily Ending Balance	\$748,250.31
Checks Deposited	0	Cash Deposited	\$0.00
Number of Deposits	1	Cash Purchased	\$0.00
Checks/Debits	0		

Your Overdraft Limit as of the statement end date: \$1,000.00  
Please note that this may be changed at any time without notice. (View back of statement for more information.)

 **WaMu** Deposit accounts now held by JPMorgan Chase Bank, N.A.

P.O. BOX 660022  
DALLAS, TX 75266-0022

Z3969  
UPGR

**This Statement Covers**

From: 03/01/09  
Through: 03/31/09

WAMU INVESTMENT CORP.  
1301 2ND AVE W # WMC1409  
SEATTLE WA 98119

**Need assistance?**  
To reach us anytime  
call 1-800-788-7000  
or visit us at [wamu.com](http://wamu.com)

**Washington Mutual Internal Checking Detail Information**

WAMU INVESTMENT CORP. Account Number: 314-197470-4  
Washington Mutual Bank, FA

Amendment to Account Disclosures and Regulations, Withdrawals section: We no longer reserve the right to require seven days notice to withdraw funds from any WaMu non-Interest bearing checking account.

**Account Summary**

Beginning Balance	\$53,520,840.08
Deposits	0.00
Electronic & Misc. Deposits	+4,105.71
Card Purchases/ATM Withdrawals	0.00
Electronic & Misc. Withdrawals	0.00
Checks Paid	0.00
Service Fees	0.00
Ending Balance	\$53,524,945.79

**Electronic & Miscellaneous Deposits**

Date	Amount	Description	Card Number
03/16	4,105.71	CORRECTING CREDIT	
1 Item	\$4,105.71		

**Account Activity Summary**

Average Collected Balance	\$53,522,959.15	Minimum Daily Ending Balance	\$53,520,840.08
Checks Deposited	0	Cash Deposited	\$0.00
Number of Deposits	1	Cash Purchased	\$0.00
Checks/Debits	0		

Your Overdraft Limit as of the statement end date: \$1,000.00  
Please note that this may be changed at any time without notice. (View back of statement for more information.)

0 EM-S-B3

Page 1 of 1

Deposits are FDIC Insured



7762 6083 WAGR

001 07 31 033109

PAGE 1 of 1

001R7348 7523 3200 01AA778X

Z3969

# **EXHIBIT C**



# Washington Mutual

## GL Administration Policy

Internal Corporate Demand Deposit Account (DDA)  
Establishment and Usage Policy

### Summary

This document is intended to communicate policies for the establishment and usage of "On-Us" bank accounts for all Washington Mutual entities and departments. "On-Us" accounts are corporately owned Demand Deposit Account (DDA) accounts residing on Washington Mutual Bank's deposit system (Hogan). "On-Us" DDA's are typically assigned one of Washington Mutual's, or subsidiary, Taxpayer ID (TIN) numbers. The purpose of these corporate accounts is to process and clear transactions between the bank and its subsidiaries, customers, vendors, investors, or other banks.

### Policy

#### Establishing an On-Us Corporate Checking Account

As a byproduct of the significant growth in all our major business segments, the number of corporately owned checking accounts continues to increase. These bank accounts should be used for one or more of the following purposes:

- To expedite the receipt of customer and corporate funds (clearing customer deposits or customer loan payments);
- To account for payments received for loans serviced for outside government entities (FNMA, FHLMC, etc) and third party investors.
- To maintain operating funds for our (WaMu) subsidiaries.
- To maintain funds held on DDA's for other purposes (WaMu as trustee or receivership, for testing purposes, for further investigation due to fraud, etc)
- To hold in trust for investors

The establishment of all accounts must be centralized, and must be done through the Back Office Branch/Monetary Posting Unit (BOB). It is important that internal accounts be opened by BOB to ensure the accounts are opened with the correct sub-product type, cost center, and service charge/waive codes. If you are unclear as to whether a new internal bank account is needed, please contact [Adonis.Priest@wamu.net](mailto:Adonis.Priest@wamu.net) for guidance. To set up an account or change an existing account, a New Account Request Form or Account Change Request Form must be completed and sent to BOB, mail stop STA5FCR. This form can be received by contacting [Adonis.Priest@wamu.net](mailto:Adonis.Priest@wamu.net), and must be completed prior to being submitted. Forms not containing

2. **Reconciliation Manager** - responsible for ensuring that a monthly reconciliation of each assigned account is performed. Any outstanding checks are to be footnoted on the On-Us Elevation Report. The Reconciliation Manager should also assess whether there are any escheatable items and as applicable, follow the procedures as outlined in the Bank's Unclaimed Property (Escheatment) Policy and the Abandoned Property (Escheatment) Guidelines and Procedures.

3. **Account Type** -

CA - Loss Drafts  
LR - Loan Reserve Accounts  
LN - Investor Accounts  
ON - On Us  
PF - Public Funds

4. If applicable, the Related GL Company; Related GL Account, and Related GL CC.

5. **Reconciliation Method** -

0 - None  
1 - Manual  
2 - Actual/Actual  
3 - Scheduled/Actual  
4 - Scheduled/Scheduled  
5 - Recon +/-Frontier  
8 - BREC

6. **Purpose** - A few lines detailing the purpose of the account.

**Note:** Check requests are processed through the BOB by submitting an approved BOB Check Request Form (attached). Checks are not issued to the account owner to disburse funds from the DDA.

WaMu's B3 sub-product code is reserved for internal accounts on the Hogan deposit's system. B3's are non-interest bearing DDA accounts. They can be coded to avoid all service charges/fees as well as to avoid dynamic closure when the ledger balance is equal to or less than zero. It is required that internal accounts are opened as a B3 sub-product. Exceptions can be arranged (i.e. B6 for Loan Reserve accounts) if the account has regulatory or special requirements such as money market, interest bearing, or unique account analysis reporting features.

It is also required that internal accounts be opened within designated cost centers for segment reporting purposes (usually assigned within the 0009XXX series of numbers). The Segment Controller is responsible for activity within their cost center and should ensure that the proper cost center is being used by the individuals opening accounts.

Once the completed forms are received by BOB, the information is entered into the 3270 screen. The checking account will need to be initially funded at the time it is set up. Instructions for funding will need to be received on the New Account Request Form to ensure that the proper account is credited

Risks to the Bank for potential losses arising from the special processing services detailed above must be acknowledged by the approving manager. When requesting these services, consider the following risks factors:

- There will be no limit on the number or dollar amount of transactions that can be posted to the account.
- The manager who approves a "Pay All" status on an account will assume responsibility for all overdrafts, even if the overdraft is the result of fraudulent activity.

#### **Reconciliation/Elevation Requirements**

Each On-Us DDA must have an Identified Account Owner. Each month BOB provides the Reconciliation Control Department (Corporate Controller's Group) a summary of new accounts opened which identifies the Account Owner. The Account Owner is responsible for ensuring that controls are in place over the protection of the bank account balances, and assigning on-going oversight to a Reconciliation Manager. Account Owners are required to submit On-Us Elevation Reports to the Reconciliation Control Department (Controller's Division) each month. Reconciliation Control receives notification from the Account Owner of any new accounts or account changes.

Each month the Account Owner certifies that:

- adequate internal controls exist over accounts/reconciliation
- all aging and reconciliation information has been reviewed and is accurate
- all reconciliation work has been completed in accordance with Washington Mutual policy
- all date of last reconciliation fields have been reviewed and are accurate, and
- all significant issues have been communicated to the Reconciliation Control Department.

In addition, Account Owners are also responsible for identifying outstanding checks that are escheatable to comply with the Unclaimed Property (Escheatment) Policy and abandoned Property (Escheatment) Guidelines and Procedures

#### **Timing**

The service level agreement (SLA) for BOB new account openings is 24 hours. Note that the SLA for larger requests (defined as over 50 accounts) is 48 hours. The SLA for processing account transaction requests (check requests, withdrawals, deposit etc) is same day if the request is received by 4:30 p.m. (PST) or the next business day if received after 4:30 p.m.

#### **Vesting**

All vesting changes must be completed using the Account Change Request form. They must be approved by a VP or higher titled officer. The completed forms should be sent to BOB, mail stop STA5FCR or faxed to (209) 460-7043 for processing.

# **EXHIBIT D**



**WaMu** Deposit accounts now held by JPMorgan Chase Bank, N.A.

P.O. BOX 660022  
DALLAS, TX 75266-0022

87977  
0124

**This Statement Covers**

From: 03/01/09  
Through: 03/31/09

WASHINGTON MUTUAL INC  
ATTN: TREASURY ACCTG/LULU ST JOHN  
1301 2ND AVE # WMC1411  
SEATTLE WA 98101-2005



**Need assistance?**  
To reach us anytime  
call 1-800-788-7000  
or visit us at wamu.com

### Washington Mutual Internal Checking Detail Information

WASHINGTON MUTUAL INC Account Number 179-165066-7  
Washington Mutual Bank, FA

Amendment to Account Disclosures and Regulations, Withdrawals section: We no longer reserve the right to require seven days notice to withdraw funds from any WaMu non-interest bearing checking account.

#### Account Summary

<b>Beginning Balance</b>	<b>\$261,496,464.57</b>
Deposits	0.00
Electronic & Misc. Deposits	+20,060.00
Card Purchases/ATM Withdrawals	0.00
Electronic & Misc. Withdrawals	0.00
Checks Paid	0.00
Service Fees	0.00
<b>Ending Balance</b>	<b>\$261,516,524.57</b>

#### Electronic & Miscellaneous Deposits

Date	Amount	Description	Card Number
03/16	20,060.00	CORRECTING CREDIT	
1 Item	\$20,060.00		

#### Account Activity Summary

Average Collected Balance	\$261,506,818.11	Minimum Daily Ending Balance	\$261,496,464.57
Checks Deposited	0	Cash Deposited	\$0.00
Number of Deposits	1	Cash Purchased	\$0.00
Checks/Debits	0		

Your Overdraft Limit as of the statement end date: \$1,000.00

Please note that this may be changed at any time without notice. (View back of statement for more information.)

0 EM-S-B3

Page 1 of 1

Deposits are FDIC Insured



7782 0003 NHGR

001 07 31 033109

PAGE 1 of 1

C0LR7348 7321 3200 01AA7782

87977



Deposit accounts now held by JPMorgan Chase Bank, N.A.

P.O. BOX 680022  
DALLAS, TX 75268-0022

This Statement Covers

From: 02/01/09

Through: 02/28/09

WASHINGTON MUTUAL INC  
ATTN: TREASURY ACCTG/LULU ST JOHN  
1301 2ND AVE # WMC1411  
SEATTLE WA 98101-2005

Need assistance?  
To reach us anytime  
call 1-800-788-7000  
or visit us at wamu.com

### Washington Mutual Internal Checking Detail Information

WASHINGTON MUTUAL INC Account Number: 179-185066-7  
Washington Mutual Bank, FA

Amendment to Account Disclosures and Regulations, Withdrawals section: We no longer reserve the right to require seven days notice to withdraw funds from any WaMu non-interest bearing checking account.

#### Account Summary

Beginning Balance	\$261,489,758.56
Deposits	0.00
Electronic & Misc. Deposits	+6,706.01
Card Purchases/ATM Withdrawals	0.00
Electronic & Misc. Withdrawals	0.00
Checks Paid	0.00
Service Fees	0.00
Ending Balance	\$261,496,464.57

#### Electronic & Miscellaneous Deposits

Date	Amount	Description	Card Number
02/06	43.31	WIRE TRANSFER DEPOSIT	
02/18	6,662.70	CORRECTING CREDIT (Eff. Date:02/17/09)	
2 Items	\$6,706.01		

#### Account Activity Summary

Average Collected Balance	\$261,492,649.57	Minimum Daily Ending Balance	\$261,489,758.56
Checks Deposited	0	Cash Deposited	\$0.00
Number of Deposits	2	Cash Purchased	\$0.00
Checks/Debits	0		

Your Overdraft Limit as of the statement end date: \$1,000.00

Please note that this may be changed at any time without notice. (View back of statement for more information.)

0 EM-S-B3

Page 1 of 1

Deposits are FDIC Insured



7782

NNGR

001

07

28

022809

PAGE 1 of 1

COLR7328

7321

3200

01AA7782



**WaMu** Deposit accounts now held by JPMorgan Chase Bank, N. A.

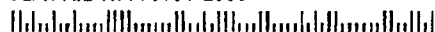
P.O. BOX 660022  
DALLAS, TX 75266-0022

10034620

**This Statement Covers**

From: 01/01/09  
Through: 01/31/09

WASHINGTON MUTUAL INC  
ATTN: TREASURY-ACCTG/LULU ST JOHN  
1301 2ND AVE # WMC1411  
SEATTLE WA 98101-2005



**Need assistance?**  
To reach us anytime  
call 1-800-788-7000  
or visit us at wamu.com

See enclosed Privacy Policy. If you are a new Chase customer you need to contact us to exercise your privacy preferences.

**Washington Mutual Internal Checking Detail Information**

WASHINGTON MUTUAL INC Account Number: 179-185066-7  
Washington Mutual Bank, FA

**Account Summary**

<b>Beginning Balance</b>	<b>\$261,338,729.70</b>
Deposits	0.00
Electronic & Misc. Deposits	+151,028.86
Card Purchases/ATM Withdrawals	0.00
Electronic & Misc. Withdrawals	0.00
Checks Paid	0.00
Service Fees	0.00
<b>Ending Balance</b>	<b>\$261,489,758.56</b>

**Electronic & Miscellaneous Deposits**

Date	Amount	Description	Card Number
01/12	51.70	BOOK TRANSFER CREDIT	
01/16	144,314.63	CORRECTING CREDIT (Eff. Date:12/15/08)	
01/16	6,662.53	CORRECTING CREDIT (Eff. Date:01/14/09)	
<b>3 Items</b>	<b>\$151,028.86</b>		

**Account Activity Summary**

Average Collected Balance	\$261,486,946.25	Minimum Daily Ending Balance	\$261,483,044.33
Checks Deposited	0	Cash Deposited	\$0.00
Number of Deposits	3	Cash Purchased	\$0.00
Checks/Debits	0		

Your Overdraft Limit as of the statement end date: \$1,000.00

Please note that this may be changed at any time without notice. (View back of statement for more information.)

0 EM-S-83

Page 1 of 1

Deposits are FDIC Insured



7782 0002 NDCR

001 07 31 013009

PAGE 1 of 1

COLR7378 7321 3200 01AA7782

10034620



Deposit accounts now held by JPMorgan Chase Bank, N.A.

P.O. BOX 660022  
DALLAS, TX 75266-0022

**This Statement Covers**

From: 12/01/08  
Through: 12/31/08

WASHINGTON MUTUAL INC  
ATTN: TREASURY ACCTG/LULU ST JOHN  
1301 2ND AVE # WMC1411  
SEATTLE WA 98101-2005

*Need assistance?*  
To reach us anytime  
call 1-800-788-7000  
or visit us at [wamu.com](http://wamu.com)

See enclosed Privacy Policy. If you are a new Chase customer you need to contact us to exercise your privacy preferences.

**Washington Mutual Internal Checking Detail Information**

WASHINGTON MUTUAL INC Account Number: 179-166066-7  
Washington Mutual Bank, FA

**Account Summary**

Beginning Balance	\$261,345,984.98
Deposits	0.00
Electronic & Misc. Deposits	+78.05
Card Purchases/ATM Withdrawals	0.00
Electronic & Misc. Withdrawals	-8,333.33
Checks Paid	0.00
Service Fees	0.00
Ending Balance	\$261,338,729.70

**Electronic & Miscellaneous Deposits**

Date	Amount	Description	Card Number
12/10	78.05	BOOK TRANSFER CREDIT	
1 Item	\$78.05		

**Electronic & Miscellaneous Withdrawals**

Date	Amount	Description
12/03	8,333.33	BOOK TRANSFER DEBIT
1 Item	\$8,333.33	

**Account Activity Summary**

Average Collected Balance	\$261,339,244.67	Minimum Daily Ending Balance	\$261,338,651.65
Checks Deposited	0	Cash Deposited	\$0.00
Number of Deposits	1	Cash Purchased	\$0.00
Checks/Debits	0		

0 EM-SB3

Page 1 of 2

Deposits are FDIC Insured



7782

NNGR

001

07

31

123108

PAGE 1 of 2

COLR732B 7321 3200 01AA7782



P.O. BOX 860022  
DALLAS, TX 75266-0022

**This Statement Covers**  
From: 11/01/08  
Through: 11/30/08

WASHINGTON MUTUAL INC  
ATTN: TREASURY ACCTG/LULU ST JOHN  
1301 2ND AVE # WMC1411  
SEATTLE WA 98101-2005

*Need assistance?*  
To reach us anytime  
call 1-800-788-7000  
or visit us at [wamu.com](http://wamu.com)

## Washington Mutual Internal Checking Detail Information

WASHINGTON MUTUAL INC Account Number: 179-165066-7  
Washington Mutual Bank, FA

### Account Summary

Beginning Balance	\$266,346,124.56
Deposits	0.00
Electronic & Misc. Deposits	+1,185.42
Card Purchases/ATM Withdrawals	0.00
Electronic & Misc. Withdrawals	-5,000,325.00
Checks Paid	0.00
Service Fees	0.00
Ending Balance	\$261,346,984.98

### Electronic & Miscellaneous Deposits

Date	Amount	Description	Card Number
11/06	1,097.08	BOOK TRANSFER CREDIT	
11/12	88.34	BOOK TRANSFER CREDIT	
2 Items	\$1,185.42		

### Electronic & Miscellaneous Withdrawals

Date	Amount	Description
11/04	325.00	Customer Withdrawal
11/12	5,000,000.00	DOMESTIC OUTGOING WIRE
2 Items	\$5,000,325.00	

### Account Activity Summary

Average Collected Balance	\$263,180,135.57	Minimum Daily Ending Balance	\$261,346,984.98
Checks Deposited	0	Cash Deposited	\$0.00
Number of Deposits	2	Cash Purchased	\$0.00
Checks/Debits	1		





P.O. BOX 2395  
CHATSORTH, CA 91313-2395

This Statement Covers

From: 10/01/08

Through: 10/31/08

WASHINGTON MUTUAL INC  
ATTN: TREASURY ACCTG/LULU ST JOHN  
1301 2ND AVE # WMC1411  
SEATTLE WA 98101-2005

*Need assistance?*  
To reach us anytime  
call 1-800-788-7000  
or visit us at wamu.com

### Washington Mutual Internal Checking Detail Information

WASHINGTON MUTUAL INC Account Number: 179-166066-7  
Washington Mutual Bank, FA

#### Account Summary

Beginning Balance	\$264,068,186.05
Deposits	0.00
Electronic & Misc. Deposits	+2,277,938.51
Card Purchases/ATM Withdrawals	0.00
Electronic & Misc. Withdrawals	0.00
Checks Paid	0.00
Service Fees	0.00
Ending Balance	\$266,346,124.56

#### Electronic & Miscellaneous Deposits

Date	Amount	Description	Card Number
10/02	2,114.58	WIRE TRANSFER DEPOSIT	
10/06	1,629,368.88	WIRE TRANSFER DEPOSIT	
10/08	158,165.00	WIRE TRANSFER DEPOSIT	
10/10	3,375.34	WIRE TRANSFER DEPOSIT	
10/15	101.42	WIRE TRANSFER DEPOSIT	
10/15	576,481.98	WIRE TRANSFER DEPOSIT	
10/28	8,333.33	BOOK TRANSFER CREDIT	
7 Items	\$2,277,938.51		

#### Account Activity Summary

Average Collected Balance	\$265,795,039.09	Minimum Daily Ending Balance	\$264,068,186.05
Checks Deposited	0	Cash Deposited	\$0.00
Number of Deposits	7	Cash Purchased	\$0.00
Checks/Debits	0		

Your Overdraft Limit as of the statement end date: \$1,000.00

Please note that this may be changed at any time without notice. (View back of statement for more information.)

0 EM-SB3

Page 1 of 1

Deposits are FDIC Insured



7782

NNGR

001

07

31

103108

PAGE 1 of 1

COLR7320 7321 3200 01AA7782



P.O. BOX 2395  
CHATHAM, CA 91313-2395

This Statement Covers  
From: 09/01/08  
Through: 09/30/08

WASHINGTON MUTUAL INC  
ATTN: TREASURY ACCTG/LULU ST JOHN  
1301 2ND AVE # WMC1411  
SEATTLE WA 98101-2005

*Need assistance?*  
To reach us anytime  
call 1-800-788-7000  
or visit us at wamu.com

Please see the end of statement message regarding important information about changes to your deposit accounts and services.

### Washington Mutual Internal Checking Detail Information

WASHINGTON MUTUAL INC Account Number: 179-165066-7  
Washington Mutual Bank, FA

#### Account Summary

Beginning Balance	\$4,541,729,651.01
Deposits	0.00
Electronic & Misc. Deposits	+615,444,052.72
Card Purchases/ATM Withdrawals	0.00
Electronic & Misc. Withdrawals	-4,893,105,517.68
Checks Paid	0.00
Service Fees	0.00
Ending Balance	\$264,068,186.05

#### Electronic & Miscellaneous Deposits

Date	Amount	Description	Card Number
09/02	1,080.61	WIRE TRANSFER DEPOSIT	
09/02	11,024.44	WIRE TRANSFER DEPOSIT	
09/03	7,004.31	WIRE TRANSFER DEPOSIT	
09/03	2,423.75	WIRE TRANSFER DEPOSIT	
09/04	3,810,000.00	WIRE TRANSFER DEPOSIT	
09/05	5,125,000.00	WIRE TRANSFER DEPOSIT	
09/09	103.89	WIRE TRANSFER DEPOSIT	
09/10	167,388.65	WIRE TRANSFER DEPOSIT	
09/12	5,266,361.00	WIRE TRANSFER DEPOSIT	
09/12	318,260.86	WIRE TRANSFER DEPOSIT	
09/15	849,376.57	WIRE TRANSFER DEPOSIT	
09/18	1,775,712.04	MISCELLANEOUS CREDIT	
09/18	48,177.68	WIRE TRANSFER DEPOSIT	
09/18	37,500.00	WIRE TRANSFER DEPOSIT	
09/19	10,000,000.00	WIRE TRANSFER DEPOSIT	

0 EM-SB3

Page 1 of 3

Deposits are FDIC Insured



7782

NRGR

001

07

30

063008

PAGE 1 of 3

CDLR7328

7321

3200

01AA7782



P.O. BOX 2395  
CHATSWORTH, CA 91313-2395

This Statement Covers  
From: 08/01/08  
Through: 08/31/08

WASHINGTON MUTUAL INC  
ATTN: TREASURY ACCTG/LULU ST JOHN  
1301 2ND AVE # WMC1411  
SEATTLE WA 98101-2005

Need assistance?  
To reach us anytime  
call 1-800-788-7000  
or visit us at wamu.com

### Washington Mutual Internal Checking Detail Information

WASHINGTON MUTUAL INC Account Number: 179-165068-7  
Washington Mutual Bank, FA

#### Account Summary

Beginning Balance	\$3,841,281,473.69
Deposits	+29,613.00
Electronic & Misc. Deposits	+707,887,866.24
Card Purchases/ATM Withdrawals	0.00
Electronic & Misc. Withdrawals	-107,279,101.92
Checks Paid	0.00
Service Fees	0.00
Ending Balance	\$4,541,729,651.01 ✓

#### Deposits

Date	Amount	Description
08/12	29,613.00	Customer Deposit

1 Item \$29,613.00

#### Electronic & Miscellaneous Deposits

Date	Amount	Description	Card Number
08/04	1,366.72	WIRE TRANSFER DEPOSIT	
08/04	2,440.83	WIRE TRANSFER DEPOSIT	
08/04	13,424.52	WIRE TRANSFER DEPOSIT	
08/04	4,900.49	WIRE TRANSFER DEPOSIT	
08/04	100,000.00	WIRE TRANSFER DEPOSIT	
08/05	100,000.00	WIRE TRANSFER DEPOSIT	
08/08	131.34	WIRE TRANSFER DEPOSIT	
08/07	6,100,000.00	WIRE TRANSFER DEPOSIT	
08/07	28,000.00	WIRE TRANSFER DEPOSIT	
08/07	25,000.00	WIRE TRANSFER DEPOSIT	
08/07	5,755,000.00	WIRE TRANSFER DEPOSIT	
08/07	535,094.92	MISCELLANEOUS CREDIT	

0 EM-S-B3

Page 1 of 3

Deposits are FDIC Insured



7782

NNGR

001

07

31

083108

PAGE 1 of 3

COLR732D 7321 3200 01AA7782



P.O. BOX 2385  
CHATSWORTH, CA 91313-2385

This Statement Covers  
From: 07/01/08  
Through: 07/31/08

WASHINGTON MUTUAL INC  
ATTN: TREASURY ACCTG/LULU ST JOHN  
1301 2ND AVE # WMC1411  
SEATTLE WA 98101-2005

Need assistance?  
To reach us anytime  
call 1-800-788-7000  
or visit us at wamu.com

### Washington Mutual Internal Checking Detail Information

WASHINGTON MUTUAL INC Account Number: 179-166066-7  
Washington Mutual Bank, FA

#### Account Summary

Beginning Balance	\$5,988,126,253.39
Deposits	0.00
Electronic & Misc. Deposits	+49,259,107.70
Card Purchases/ATM Withdrawals	0.00
Electronic & Misc. Withdrawals	-2,078,093,887.40
Checks Paid	0.00
Service Fees	0.00
Ending Balance	\$3,941,291,473.69

#### Electronic & Miscellaneous Deposits

Date	Amount	Description	Card Number
07/01	2,134,260.41	WIRE TRANSFER DEPOSIT	
07/01	1,858,252.00	WIRE TRANSFER DEPOSIT	
07/02	86.23	WIRE TRANSFER DEPOSIT	
07/02	1,493.33	WIRE TRANSFER DEPOSIT	
07/03	5,687.87	WIRE TRANSFER DEPOSIT	
07/07	1,127,000.00	WIRE TRANSFER DEPOSIT	
07/07	10,890,000.00	BOOK TRANSFER CREDIT	
07/10	405,886.38	WIRE TRANSFER DEPOSIT	
07/11	4,839,000.00	WIRE TRANSFER DEPOSIT	
07/11	113.81	WIRE TRANSFER DEPOSIT	
07/14	1,554,000.00	WIRE TRANSFER DEPOSIT	
07/14	200,000.00	WIRE TRANSFER DEPOSIT	
07/15	3,972,733.62	WIRE TRANSFER DEPOSIT	
07/15	171,475.75	WIRE TRANSFER DEPOSIT	
07/15	298,602.02	WIRE TRANSFER DEPOSIT	
07/15	51,121.53	WIRE TRANSFER DEPOSIT	
07/15	2,820,223.39	WIRE TRANSFER DEPOSIT	
07/16	2,114,000.00	WIRE TRANSFER DEPOSIT	

0 EM-S-B3

Page 1 of 3

Deposits are FDIC Insured



7782

NNGR

001

07

31

073108

PAGE 1 of 3

COLR732B

7321

3200

01AA7702



P.O. BOX 2305  
CHATSWORTH, CA 91313-2305

This Statement Covers  
From: 06/01/08  
Through: 06/30/08

WASHINGTON MUTUAL INC  
ATTN: TREASURY ACCTG/LULU ST JOHN  
1301 2ND AVE # WMC1411  
SEATTLE WA 98101-2005

Need assistance?  
To reach us anytime  
call 1-800-788-7000  
or visit us at wamu.com

Effective 8/24/2008, if we do not make a deposit immediately available, we will make available the first \$100 of the total deposits on the Business Day your deposit is treated as received.

### Washington Mutual Internal Checking Detail Information

WASHINGTON MUTUAL INC Account Number: 179-165066-7  
Washington Mutual Bank, FA

#### Account Summary

Beginning Balance	\$6,134,014,311.60
Deposits	+132,334.89
Electronic & Misc. Deposits	+378,124,172.25
Card Purchases/ATM Withdrawals	0.00
Electronic & Misc. Withdrawals	-542,144,565.35
Checks Paid	0.00
Service Fees	0.00
Ending Balance	\$5,968,126,253.39

#### Deposits

Date	Amount	Description
06/03	98,678.00	Customer Deposit
06/12	33,656.89	Customer Deposit
2 Items	\$132,334.89	

#### Electronic & Miscellaneous Deposits

Date	Amount	Description	Card Number
06/02	120,000.00	WIRE TRANSFER DEPOSIT	
06/02	10,850.91	WIRE TRANSFER DEPOSIT	
06/03	1,440,000.00	WIRE TRANSFER DEPOSIT	
06/04	1,860,000.00	WIRE TRANSFER DEPOSIT	
06/04	259,000.00	WIRE TRANSFER DEPOSIT	
06/04	40,611.39	WIRE TRANSFER DEPOSIT	
06/04	140,000.00	WIRE TRANSFER DEPOSIT	
06/06	200,000.00	WIRE TRANSFER DEPOSIT	

0 EM-SB3

Page 1 of 4

Deposits are FDIC Insured



7782

HNCR

001

07

30 063008

PAGE 1 of 4

COLR7320 7321 3200 01AA7782



P.O. BOX 2395  
CHATSWORTH, CA 91313-2395

This Statement Covers  
From: 05/01/08  
Through: 05/31/08

WASHINGTON MUTUAL INC  
ATTN: TREASURY ACCTG/LULU ST JOHN  
1301 SECOND AVE, WMC 1411  
SEATTLE WA 98101

Need assistance?  
To reach us anytime  
call 1-800-788-7000  
or visit us at wamu.com

WaMu Debit MasterCard® customers: The Guide to Benefits is online at [www.wamu.com/debit](http://www.wamu.com/debit) or call 1-800-MC-ASSIST for a copy.

### Washington Mutual Internal Checking Detail Information

WASHINGTON MUTUAL INC Account Number: 179-185088-7  
Washington Mutual Bank, FA

#### Account Summary

Beginning Balance	\$6,756,800,287.38
Deposits	+13,968.50
Electronic & Misc. Deposits	+173,076,316.13
Card Purchases/ATM Withdrawals	0.00
Electronic & Misc. Withdrawals	-795,876,260.39
Checks Paid	0.00
Service Fees	0.00
Ending Balance	\$6,134,014,311.60

Deposits		
Date	Amount	Description
05/30	13,968.50	Customer Deposit
1 Item	\$13,968.50	

Electronic & Miscellaneous Deposits			
Date	Amount	Description	Card Number
05/01	2,016,000.00	WIRE TRANSFER DEPOSIT	
05/01	11,273,275.00	WIRE TRANSFER DEPOSIT	
05/01	1,600,000.00	WIRE TRANSFER DEPOSIT	
05/01	14,597.48	WIRE TRANSFER DEPOSIT	
05/02	3,503,000.00	WIRE TRANSFER DEPOSIT	
05/02	6,193,000.00	WIRE TRANSFER DEPOSIT	
05/07	510,000.00	WIRE TRANSFER DEPOSIT	
05/08	2,390,117.07	MISCELLANEOUS CREDIT	
05/09	2,917,000.00	WIRE TRANSFER DEPOSIT	

0 EM-S-B3

Page 1 of 4

Deposits are FDIC Insured



7782

ANGR

001

07

31

053108

PAGE 1 of 4

COLR7128 7321

3200

01AA7782



P.O. BOX 2395  
CHATSWORTH, CA 91313-2395

**This Statement Covers**

From: 04/01/08  
Through: 04/30/08

WASHINGTON MUTUAL INC  
ATTN: TREASURY ACCTG/LULU ST JOHN  
1301 SECOND AVE, WMC 1411  
SEATTLE WA 98101

*Need assistance?*  
To reach us anytime  
call 1-800-788-7000  
or visit us at [wamu.com](http://wamu.com)

Our addresses for notices regarding unauthorized transactions, lost or stolen access devices or other errors have changed. Write us as follows: for ATM Card, Debit Card or related PINs, P.O. Box 9017, Pleasanton, CA 94566-9020; for ACH and electronic check transactions, P.O. Box 65934, San Antonio, TX 78265; and, for *Personal Bill Pay®* and *Business Bill Pay®* services and Online Banking transactions, 400 E. Main Street, MS STA28PC, Stockton, CA 95202.

Please see the Notice of Change in Terms towards the end of this statement for important information about your deposit accounts and services.

### Washington Mutual Internal Checking Detail Information

WASHINGTON MUTUAL INC Account Number: 179-165066-7  
Washington Mutual Bank, FA

#### Account Summary

Beginning Balance	\$2,515,923,355.92
Deposits	+397,583.69
Electronic & Misc. Deposits	+5,783,445,443.09
Card Purchases/ATM Withdrawals	0.00
Electronic & Misc. Withdrawals	-1,542,986,095.34
Checks Paid	0.00
Service Fees	0.00
Ending Balance	\$6,756,800,287.36

#### Deposits

Date	Amount	Description
04/01	100.00	Customer Deposit
04/08	2,519.00	Customer Deposit
04/17	394,964.69	Customer Deposit
3 Items	\$397,583.69	

#### Electronic & Miscellaneous Deposits

Date	Amount	Description	Card Number
04/01	2,488,281.25	WIRE TRANSFER DEPOSIT	
04/01	5,046,000.00	WIRE TRANSFER DEPOSIT	

0 EM-S-B3

Page 1 of 6

Deposits are FDIC Insured



7782 NNGR 001 07 30 043008 PAGE 1 of 6 COLR7328 7321 3200 01AA7782





P.O. BOX 2395  
CHATSWORTH, CA 91313-2395

This Statement Covers  
From: 03/01/08  
Through: 03/31/08

WASHINGTON MUTUAL INC  
ATTN: TREASURY ACCTG/LULU ST JOHN  
1301 SECOND AVE, WMC 1411  
SEATTLE WA 98101

**Need assistance?**  
To reach us anytime  
call 1-800-788-7000  
or visit us at wamu.com

### Washington Mutual Internal Checking Detail Information

WASHINGTON MUTUAL INC Account Number: 179-185066-7  
Washington Mutual Bank, FA

#### Account Summary

Beginning Balance	\$3,004,367,047.73
Deposits	+280,397.45
Electronic & Misc. Deposits	+731,737,589.38
Card Purchases/ATM Withdrawals	0.00
Electronic & Misc. Withdrawals	-1,220,461,878.64
Checks Paid	0.00
Service Fees	0.00
Ending Balance	\$2,516,923,355.92

#### Deposits

Date	Amount	Description
03/10	280,397.45	Customer Deposit
1 Item	\$280,397.45	

#### Electronic & Miscellaneous Deposits

Date	Amount	Description	Card Number
03/03	11,112,000.00	WIRE TRANSFER DEPOSIT	
03/03	1,200,000.00	WIRE TRANSFER DEPOSIT	
03/03	1,600,000.00	WIRE TRANSFER DEPOSIT	
03/04	9,480,000.00	WIRE TRANSFER DEPOSIT	
03/04	2,450,000.00	PC BOOK TRANSFER CREDIT	
03/04	17,723,000.00	WIRE TRANSFER DEPOSIT	
03/04	18,330,000.00	WIRE TRANSFER DEPOSIT	
03/05	600,000,000.00	BOOK TRANSFER CREDIT	
03/05	9,712.41	WIRE TRANSFER DEPOSIT	
03/11	8,582,000.00	WIRE TRANSFER DEPOSIT	
03/11	1,830,000.00	WIRE TRANSFER DEPOSIT	
03/11	4,359,000.00	WIRE TRANSFER DEPOSIT	





P.O. BOX 2395  
CHATSORTH, CA 91313-2395

This Statement Covers  
From: 02/01/08  
Through: 02/29/08

WASHINGTON MUTUAL INC  
ATTN: TREASURY ACCTG/LULU ST JOHN  
1301 SECOND AVE, WMC 1411  
SEATTLE WA 98101

**Need assistance?**  
To reach us anytime  
call 1-800-788-7000  
or visit us at wamu.com

### Washington Mutual Internal Checking Detail Information

WASHINGTON MUTUAL INC Account Number: 179-165066-7  
Washington Mutual Bank, FA

#### Account Summary

Beginning Balance	\$3,489,449,787.30
Deposits	+1,134,093.48
Electronic & Misc. Deposits	+2,064,621,252.87
Card Purchases/ATM Withdrawals	0.00
Electronic & Misc. Withdrawals	-2,550,838,085.92
Checks Paid	0.00
Service Fees	0.00
Ending Balance	\$3,004,367,047.73

#### Deposits

Date	Amount	Description
02/08	222,391.00	Customer Deposit
02/13	442,178.41	Customer Deposit
02/20	123,604.08	Customer Deposit
02/25	70,920.01	Customer Deposit
02/26	275,000.00	Customer Deposit
5 Items	\$1,134,093.48	

#### Electronic & Miscellaneous Deposits

Date	Amount	Description	Card Number
02/01	72,000.00	WIRE TRANSFER DEPOSIT	
02/04	7,240,000.00	WIRE TRANSFER DEPOSIT	
02/04	3,160,000.00	WIRE TRANSFER DEPOSIT	
02/04	3,498,000.00	WIRE TRANSFER DEPOSIT	
02/05	12,675,000.00	WIRE TRANSFER DEPOSIT	
02/05	1,950,000.00	WIRE TRANSFER DEPOSIT	
02/05	88,000.00	WIRE TRANSFER DEPOSIT	
02/08	1,185,000.00	WIRE TRANSFER DEPOSIT	





P.O. BOX 2395  
CHATSORTH, CA 91313-2395

This Statement Covers  
From: 01/01/08  
Through: 01/31/08

WASHINGTON MUTUAL INC  
ATTN: MELANIE STOCKWELL MS:CSQ0815  
PO BOX 834  
SEATTLE WA 98111-0834  
|||

Need assistance?  
To reach us anytime  
call 1-800-788-7000  
or visit us at wamu.com

Please see the message specific to your account, if any, and the Notice of Change in Terms towards the end of this statement for important information about your deposit accounts and services.

### Washington Mutual Internal Checking Detail Information

WASHINGTON MUTUAL INC Account Number: 178-185066-7  
Washington Mutual Bank, FA

#### Account Summary

Beginning Balance	\$4,364,468,328.07
Deposits	+13,577.33
Electronic & Misc. Deposits	+161,340,951.51
Card Purchases/ATM Withdrawals	0.00
Electronic & Misc. Withdrawals	-1,036,373,070.81
Checks Paid	0.00
Service Fees	0.00
Ending Balance	\$3,489,449,787.30

#### Deposits

Date	Amount	Description
01/28	13,577.33	Customer Deposit
1 Item	\$13,577.33	

#### Electronic & Miscellaneous Deposits

Date	Amount	Description	Card Number
01/02	2,109,375.00	WIRE TRANSFER DEPOSIT	
01/03	1,900,000.00	WIRE TRANSFER DEPOSIT	
01/04	2,191,000.00	WIRE TRANSFER DEPOSIT	
01/08	6,010,000.00	WIRE TRANSFER DEPOSIT	
01/09	530,000.00	WIRE TRANSFER DEPOSIT	
01/10	1,000,000.00	WIRE TRANSFER DEPOSIT	
01/10	317.32	WIRE TRANSFER DEPOSIT	
01/10	980,000.00	WIRE TRANSFER DEPOSIT	
01/11	1,600,000.00	WIRE TRANSFER DEPOSIT	
01/11	2,300,000.00	WIRE TRANSFER DEPOSIT	

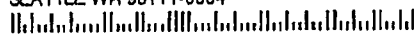




P.O. BOX 2395  
CHATSWORTH, CA 91313-2395

This Statement Covers  
From: 12/01/07  
Through: 12/31/07

WASHINGTON MUTUAL INC  
SEATTLE BANK RECON  
ATTN: MELANIE STOCKWELL  
MS: CSQ0815  
MAILSTOP EET1132  
PO BOX 834  
SEATTLE WA 98111-0834



Need assistance?  
To reach us anytime  
call 1-800-788-7000  
or visit us at wamu.com

### Washington Mutual Internal Checking Detail Information

WASHINGTON MUTUAL INC Account Number: 179-155088-7  
SEATTLE BANK RECON Washington Mutual Bank, FA  
ATTN: MELANIE STOCKWELL  
MS: CSQ0815

Give the perfect gift this holiday season - a WaMu MasterCard® Gift Card. Even the pickiest person will enjoy the freedom to buy what they want, when they want, anywhere MasterCard debit cards are accepted - over 24 million locations! Go now to [wamu.com/giftcard](http://wamu.com/giftcard) and purchase one today. Check website for details. Gift Card is not FDIC insured.

#### Account Summary

Beginning Balance	\$2,457,794,545.03
Deposits	0.00
Electronic & Misc. Deposits	+3,182,801,314.57
Card Purchases/ATM Withdrawals	0.00
Electronic & Misc. Withdrawals	-1,276,127,530.53
Checks Paid	0.00
Service Fees	0.00
Ending Balance	\$4,384,468,329.07

#### Electronic & Miscellaneous Deposits

Date	Amount	Description	Card Number
12/03	1,000,000.00	WIRE TRANSFER DEPOSIT	
12/12	230,656.63	WIRE TRANSFER DEPOSIT	
12/14	325,564.72	WIRE TRANSFER DEPOSIT	
12/14	25,200,000.00	MISCELLANEOUS CREDIT	
12/17	149,342,581.00	WIRE TRANSFER DEPOSIT	
12/17	970,000,000.00	BOOK TRANSFER CREDIT	
12/17	970,000,000.00	BOOK TRANSFER CREDIT	
12/17	970,000,000.00	BOOK TRANSFER CREDIT	
12/17	244,932.88	WIRE TRANSFER DEPOSIT	
12/18	384.88	WIRE TRANSFER DEPOSIT	
12/18	5,760.39	WIRE TRANSFER DEPOSIT	
12/19	3,900,000.00	WIRE TRANSFER DEPOSIT	
12/20	1,180,000.00	WIRE TRANSFER DEPOSIT	
12/20	108,625.00	WIRE TRANSFER DEPOSIT	
12/20	52,348,526.00	MISCELLANEOUS CREDIT	





P.O. BOX 2395  
CHATSWORTH, CA 91313-2395

This Statement Covers  
From: 11/01/07  
Through: 11/30/07

WASHINGTON MUTUAL INC  
SEATTLE BANK RECON  
ATTN: MELANIE STOCKWELL  
MS: CSQ0815  
MAILSTOP EET1132  
PO BOX 834  
SEATTLE WA 98111-0834

*Need assistance?*  
To reach us anytime  
call 1-800-788-7000  
or visit us at [wamu.com](http://wamu.com)

Give the perfect gift this holiday season - a WaMu MasterCard® Gift Card. Even the pickiest person will enjoy the freedom to buy what they want, when they want, anywhere MasterCard debit cards are accepted - over 24 million locations! Go now to [wamu.com/giftcard](http://wamu.com/giftcard) and purchase one today. Check website for details. Gift Card is not FDIC insured.

### Washington Mutual Internal Checking Detail Information

WASHINGTON MUTUAL INC  
SEATTLE BANK RECON  
ATTN: MELANIE STOCKWELL  
MS: CSQ0815

Account Number: 179-165066-7  
Washington Mutual Bank, PA

WaMu Small Business Specialists are conveniently located at local branches! Stop by today to discuss your business and your goals with one of our specialists. We'll work with you to ensure all of your current business needs are met and grow with your business in the future.

#### Account Summary

Beginning Balance	\$2,289,073,877.75
Deposits	+450,001.42
Electronic & Misc. Deposits	+1,088,421,857.33
Card Purchases/ATM Withdrawals	0.00
Electronic & Misc. Withdrawals	-920,151,191.47
Checks Paid	0.00
Service Fees	0.00
Ending Balance	\$2,457,794,545.03

#### Deposits

Date	Amount	Description
11/29	450,001.42	Customer Deposit
1 Item	\$450,001.42	

#### Electronic & Miscellaneous Deposits

Date	Amount	Description	Card Number
11/01	494,385,000.00	WIRE TRANSFER DEPOSIT	
11/02	25,191.57	WIRE TRANSFER DEPOSIT	
11/02	12,141.63	WIRE TRANSFER DEPOSIT	
11/02	1,000,000.00	WIRE TRANSFER DEPOSIT	
11/05	1,540,000.00	WIRE TRANSFER DEPOSIT	
11/06	1,200,000.00	WIRE TRANSFER DEPOSIT	

WaMu

P.O. BOX 2395  
CHATSWORTH, CA 91313-2395

This Statement Covers  
From: 10/01/07  
Through: 10/31/07

WASHINGTON MUTUAL INC  
SEATTLE BANK RECON  
ATTN: MELANIE STOCKWELL  
MS: CSQ0815  
MAILSTOP EET1132  
PO BOX 834  
SEATTLE WA 98111-0834

|||||

Need assistance?  
To reach us anytime  
call 1-800-788-7000  
or visit us at wamu.com

### Washington Mutual Internal Checking Detail Information

WASHINGTON MUTUAL INC  
SEATTLE BANK RECON  
ATTN: MELANIE STOCKWELL  
MS: CSQ0815

Account Number: 179-165066-7  
Washington Mutual Bank, FA

#### Account Summary

Beginning Balance	\$2,019,315,997.08
Deposits	+590,319.00
Electronic & Misc. Deposits	+429,887,424.98
Card Purchases/ATM Withdrawals	0.00
Electronic & Misc. Withdrawals	-160,719,863.31
Checks Paid	0.00
Service Fees	0.00
Ending Balance	\$2,289,073,877.75

#### Deposits

Date	Amount	Description
10/05	590,319.00	Customer Deposit
1 Item	\$590,319.00	

#### Electronic & Miscellaneous Deposits

Date	Amount	Description	Card Number
10/01	2,052,777.78	WIRE TRANSFER DEPOSIT	
10/01	1,160,495.64	WIRE TRANSFER DEPOSIT	
10/01	3,120,000.00	WIRE TRANSFER DEPOSIT	
10/01	2,125,471.71	WIRE TRANSFER DEPOSIT	
10/01	2,880,000.00	WIRE TRANSFER DEPOSIT	
10/01	1,099,085.85	WIRE TRANSFER DEPOSIT	
10/01	1,138,085.85	WIRE TRANSFER DEPOSIT	
10/01	2,052,777.78	WIRE TRANSFER DEPOSIT	
10/01	2,960,000.00	WIRE TRANSFER DEPOSIT	
10/01	2,052,777.78	WIRE TRANSFER DEPOSIT	
10/02	5,349.94	WIRE TRANSFER DEPOSIT	
10/03	16,840.52	WIRE TRANSFER DEPOSIT	

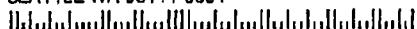




P.O. BOX 2395  
CHATSWORTH, CA 91313-2395

This Statement Covers  
From: 09/01/07  
Through: 09/30/07

WASHINGTON MUTUAL INC  
SEATTLE BANK RECON  
ATTN: MELANIE STOCKWELL  
MS: CSQ0815  
MAILSTOP EET1132  
PO BOX 834  
SEATTLE WA 98111-0834



Need assistance?  
To reach us anytime  
call 1-800-788-7000  
or visit us at wamu.com

The WaMu MasterCard® Gift Card is a back-to-school basic giving your star student the power to buy what they need. Go to [wamu.com/giftcard](http://wamu.com/giftcard) and purchase one today. Check Web site for details. Gift Card is not FDIC insured.

### Washington Mutual Internal Checking Detail Information

WASHINGTON MUTUAL INC  
SEATTLE BANK RECON  
ATTN: MELANIE STOCKWELL  
MS: CSQ0815

Account Number: 179-165066-7  
Washington Mutual Bank, FA

WaMu Insurance Services brings you a way to save on medical expenses for the whole family - PlanPlus offered by Stonebridge Benefit Services can save your family an average of 20% on pharmacy, 10-50% on dental, 10-60% on vision and more plus it's FREE for 2 Months! To learn more and find a provider near you visit [wamuins.com](http://wamuins.com) or call (800) 708-2408.

#### Account Summary

Beginning Balance	\$321,863,102.01
Deposits	+251,752.38
Electronic & Misc. Deposits	+2,398,258,217.04
Card Purchases/ATM Withdrawals	0.00
Electronic & Misc. Withdrawals	-700,857,074.35
Checks Paid	0.00
Service Fees	0.00
Ending Balance	\$2,019,315,997.08

#### Deposits

Date	Amount	Description
09/17	145,795.38	Customer Deposit
09/19	105,957.00	Customer Deposit
2 Items	\$251,752.38	

#### Electronic & Miscellaneous Deposits

Date	Amount	Description	Card Number
09/04	1,157,000.00	WIRE TRANSFER DEPOSIT	
09/04	2,240,000.00	WIRE TRANSFER DEPOSIT	
09/04	548,571.79	WIRE TRANSFER DEPOSIT	
09/04	2,810,000.00	WIRE TRANSFER DEPOSIT	
09/07	1,055,000.00	WIRE TRANSFER DEPOSIT	
09/07	3,336,000.00	WIRE TRANSFER DEPOSIT	





P.O. BOX 2385  
CHATHAM, CA 91313-2385

This Statement Covers  
From: 08/01/07  
Through: 08/31/07

WASHINGTON MUTUAL INC  
SEATTLE BANK RECON  
ATTN: MELANIE STOCKWELL  
MS: CSQ0815  
MAILSTOP EET1132  
PO BOX 834  
SEATTLE WA 98111-0834

Need assistance?  
To reach us anytime  
call 1-800-788-7000  
or visit us at wamu.com

The WaMu MasterCard® Gift Card is a back-to-school basic giving your star student the power to buy what they need. Go to [wamu.com/giftcard](http://wamu.com/giftcard) and purchase one today. Check Web site for details. Gift Card is not FDIC insured.

### Washington Mutual Internal Checking Detail Information

WASHINGTON MUTUAL INC  
SEATTLE BANK RECON  
ATTN: MELANIE STOCKWELL  
MS: CSQ0815

Account Number: 179-165086-7  
Washington Mutual Bank, FA

#### Account Summary

Beginning Balance	\$621,197,556.75
Deposits	0.00
Electronic & Misc. Deposits	+432,417,646.08
Card Purchases/ATM Withdrawals	0.00
Electronic & Misc. Withdrawals	-731,952,100.82
Checks Paid	0.00
Service Fees	0.00
Ending Balance	\$321,663,102.01

#### Electronic & Miscellaneous Deposits

Date	Amount	Description	Card Number
08/02	1,844,000.00	WIRE TRANSFER DEPOSIT	
08/02	1,500,000.00	WIRE TRANSFER DEPOSIT	
08/03	370,000.00	WIRE TRANSFER DEPOSIT	
08/06	684,000.00	WIRE TRANSFER DEPOSIT	
08/07	2,486,000.00	WIRE TRANSFER DEPOSIT	
08/07	4,520,000.00	WIRE TRANSFER DEPOSIT	
08/07	230,571,147.73	BOOK TRANSFER CREDIT	
08/09	140,598.53	WIRE TRANSFER DEPOSIT	
08/09	98,626.42	WIRE TRANSFER DEPOSIT	
08/09	43,923.70	MISCELLANEOUS CREDIT	
08/10	325,640.34	WIRE TRANSFER DEPOSIT	
08/10	273,365.23	WIRE TRANSFER DEPOSIT	
08/13	2,927,000.00	WIRE TRANSFER DEPOSIT	
08/13	4,870,000.00	WIRE TRANSFER DEPOSIT	
08/15	1,089.78	WIRE TRANSFER DEPOSIT	
08/16	1,146,442.47	MISCELLANEOUS CREDIT	

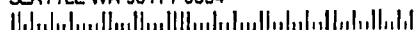




P.O. BOX 2395  
CHATSWORTH, CA 91313-2395

This Statement Covers  
From: 07/01/07  
Through: 07/31/07

WASHINGTON MUTUAL INC  
SEATTLE BANK RECON  
ATTN: MELANIE STOCKWELL  
MS: CSQ0815  
MAILSTOP EET1132  
PO BOX 834  
SEATTLE WA 98111-0834



Need assistance?  
To reach us anytime  
call 1-800-788-7000  
or visit us at wamu.com

WaMu Debit MasterCard® customers: The Guide to Benefits is online at [wamu.com/debit](http://wamu.com/debit) or call 1-800-MC-ASSIST for a copy.

### Washington Mutual Internal Checking Detail Information

WASHINGTON MUTUAL INC  
SEATTLE BANK RECON  
ATTN: MELANIE STOCKWELL  
MS: CSQ0815

Account Number: 179-165066-7  
Washington Mutual Bank, FA

#### Account Summary

Beginning Balance	\$685,210,689.44
Deposits	0.00
Electronic & Misc. Deposits	+95,879,706.17
Card Purchases/ATM Withdrawals	0.00
Electronic & Misc. Withdrawals	-159,892,838.86
Checks Paid	0.00
Service Fees	0.00
Ending Balance	\$621,197,556.75

#### Electronic & Miscellaneous Deposits

Date	Amount	Description	Card Number
07/03	3,095,000.00	WIRE TRANSFER DEPOSIT	
07/03	2,110,000.00	WIRE TRANSFER DEPOSIT	
07/05	5,594,000.00	WIRE TRANSFER DEPOSIT	
07/05	5,860,000.00	WIRE TRANSFER DEPOSIT	
07/11	1,534,000.00	WIRE TRANSFER DEPOSIT	
07/12	4,378,000.00	WIRE TRANSFER DEPOSIT	
07/12	5,220,000.00	WIRE TRANSFER DEPOSIT	
07/13	430,303.87	WIRE TRANSFER DEPOSIT	
07/13	118,924.76	WIRE TRANSFER DEPOSIT	
07/13	99,996.37	MISCELLANEOUS CREDIT (Eff. Date: 07/12/07)	
07/13	43,923.70	MISCELLANEOUS CREDIT	
07/16	1,259,051.87	WIRE TRANSFER DEPOSIT	
07/16	2,510,578.75	WIRE TRANSFER DEPOSIT	
07/16	3,884,118.13	WIRE TRANSFER DEPOSIT	
07/16	274,166.37	WIRE TRANSFER DEPOSIT	
07/16	167,140.06	WIRE TRANSFER DEPOSIT	
07/16	2,036,172.25	WIRE TRANSFER DEPOSIT	





P.O. BOX 2395  
CHATSWORTH, CA 91313-2395

This Statement Covers  
From: 06/01/07  
Through: 06/30/07

WASHINGTON MUTUAL INC  
SEATTLE BANK RECON  
ATTN: MELANIE STOCKWELL  
MS: CSQ0815  
MAILSTOP EET1132  
PO BOX 834  
SEATTLE WA 98111-0834

*Need assistance?*  
To reach us anytime  
call 1-800-788-7000  
or visit us at [wamu.com](http://wamu.com)



Please see the message towards the end of the statement (prior to Overdraft Line of Credit detail, if any) for important information about fee changes that may affect your deposit accounts.

### Washington Mutual Internal Checking Detail Information

WASHINGTON MUTUAL INC      Account Number: 179-165066-7  
SEATTLE BANK RECON      Washington Mutual Bank, FA  
ATTN: MELANIE STOCKWELL  
MS: CSQ0815

WaMu Small Business Specialists are conveniently located at local branches! Stop by today to discuss your business and your goals with one of our specialists. We'll work with you to ensure all of your current business needs are met and grow with your business in the future.

#### Account Summary

Beginning Balance	\$1,200,269,453.44
Deposits	0.00
Electronic & Misc. Deposits	+957,278,132.54
Card Purchases/ATM Withdrawals	0.00
Electronic & Misc. Withdrawals	-1,472,336,896.54
Checks Paid	0.00
Service Fees	0.00
Ending Balance	\$685,210,689.44

#### Electronic & Miscellaneous Deposits

Date	Amount	Description	Card Number
06/06	1,187,000.00	WIRE TRANSFER DEPOSIT	
06/08	85,848.94	WIRE TRANSFER DEPOSIT	
06/08	840,000.00	WIRE TRANSFER DEPOSIT	
06/07	1,827,922.82	MISCELLANEOUS CREDIT	
06/08	1,160,000.00	WIRE TRANSFER DEPOSIT	
06/14	9,319,922.78	MISCELLANEOUS CREDIT	
06/14	43,923.70	MISCELLANEOUS CREDIT	
06/14	1,147,043.64	MISCELLANEOUS CREDIT	
06/15	2,488,000.00	WIRE TRANSFER DEPOSIT	
06/15	96,823,136.00	BOOK TRANSFER CREDIT	
06/15	156,641,708.00	WIRE TRANSFER DEPOSIT	
06/15	260,197.80	WIRE TRANSFER DEPOSIT	
06/15	15,533,747.00	WIRE TRANSFER DEPOSIT	





P.O. BOX 2395  
CHATSWORTH, CA 91313-2395

This Statement Covers  
From: 05/01/07  
Through: 05/31/07

WASHINGTON MUTUAL INC  
SEATTLE BANK RECON  
ATTN: MELANIE STOCKWELL  
MS: CSQ0815  
MAILSTOP EET1132  
PO BOX 834  
SEATTLE WA 98111-0834



Need assistance?  
To reach us anytime  
call 1-800-788-7000  
or visit us at wamu.com

Simplify your home financing with a competitively-priced mortgage that gives you built-in access to available equity. And pay no closing fees! Plus, you can even switch to a lower interest rate up to twice a year with just a phone call. Call 1.800.665.1082.

### Washington Mutual Internal Checking Detail Information

WASHINGTON MUTUAL INC Account Number: 179-165066-7  
SEATTLE BANK RECON Washington Mutual Bank, FA  
ATTN: MELANIE STOCKWELL  
MS: CSQ0815

WaMu offers the essentials that every business needs! Call 1.800.788.7000 to sign up for great services such as Free Business Checking, Business Online Banking, Business lending, a Business Money Market account and Business credit cards. Deposits at Washington Mutual are FDIC insured.

#### Account Summary

Beginning Balance	\$1,525,811,807.33
Deposits	0.00
Electronic & Misc. Deposits	+ 1,002,693,955.32
Card Purchases/ATM Withdrawals	0.00
Electronic & Misc. Withdrawals	-1,328,236,309.21
Checks Paid	0.00
Service Fees	0.00
Ending Balance	\$1,200,269,453.44

#### Electronic & Miscellaneous Deposits

Date	Amount	Description	Card Number
05/01	3,098,652.78	WIRE TRANSFER DEPOSIT	
05/02	3,606,000.00	WIRE TRANSFER DEPOSIT	
05/02	3,880,000.00	WIRE TRANSFER DEPOSIT	
05/07	6,763,153.80	WIRE TRANSFER DEPOSIT	
05/07	38,029.19	WIRE TRANSFER DEPOSIT	
05/07	80,214.70	WIRE TRANSFER DEPOSIT	
05/07	54,528,337.50	WIRE TRANSFER DEPOSIT	
05/08	1,618,000.00	WIRE TRANSFER DEPOSIT	
05/08	1,760,000.00	WIRE TRANSFER DEPOSIT	
05/10	257,000.00	WIRE TRANSFER DEPOSIT	
05/10	5,687,235.25	MISCELLANEOUS CREDIT	
05/10	655,108.56	MISCELLANEOUS CREDIT	
05/14	1,260,000.00	WIRE TRANSFER DEPOSIT	



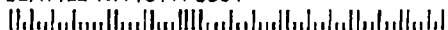
P.O. BOX 2395  
CHATSWORTH, CA 91313-2395

**This Statement Covers**

From: 04/01/07  
Through: 04/30/07

WASHINGTON MUTUAL INC  
SEATTLE BANK RECON  
ATTN: MELANIE STOCKWELL  
MS: CSQ0815  
MAILSTOP EET1132  
PO BOX 834  
SEATTLE WA 98111-0834

432967



**Need assistance?**  
To reach us anytime  
call 1-800-788-7000  
or visit us at [wamu.com](http://wamu.com)

Debit MasterCard customers: The Guide to Benefits is online at [wamu.com/debit](http://wamu.com/debit) or call 1-800-MC-ASSIST for a copy.

### Washington Mutual Internal Checking Detail Information

WASHINGTON MUTUAL INC      Account Number: 179-165066-7  
SEATTLE BANK RECON      Washington Mutual Bank, FA  
ATTN: MELANIE STOCKWELL  
MS: CSQ0815

#### Account Summary

Beginning Balance	\$1,529,029,093.62
Deposits	0.00
Electronic & Misc. Deposits	+683,557,425.15
Card Purchases/ATM Withdrawals	0.00
Electronic & Misc. Withdrawals	-686,774,711.44
Checks Paid	0.00
Service Fees	0.00
Ending Balance	\$1,525,811,807.33

#### Electronic & Miscellaneous Deposits

Date	Amount	Description	Card Number
04/02	1,169,855.26	WIRE TRANSFER DEPOSIT	
04/02	2,093,750.00	WIRE TRANSFER DEPOSIT	
04/02	2,114,010.53	WIRE TRANSFER DEPOSIT	
04/02	2,093,750.00	WIRE TRANSFER DEPOSIT	
04/02	2,093,750.00	WIRE TRANSFER DEPOSIT	
04/04	55,657.22	WIRE TRANSFER DEPOSIT	
04/04	5,706.70	WIRE TRANSFER DEPOSIT	
04/09	451,000.00	WIRE TRANSFER DEPOSIT	
04/09	620,000.00	WIRE TRANSFER DEPOSIT	
04/10	50,043,888.90	WIRE TRANSFER DEPOSIT	
04/12	1,064,000.00	WIRE TRANSFER DEPOSIT	
04/12	1,650,000.00	WIRE TRANSFER DEPOSIT	
04/12	50,560.43	MISCELLANEOUS CREDIT	
04/13	263,853.36	WIRE TRANSFER DEPOSIT	
04/16	11,308,310.00	WIRE TRANSFER DEPOSIT	
04/16	582,930.39	WIRE TRANSFER DEPOSIT	
04/16	1,358.54	WIRE TRANSFER DEPOSIT	

EM-S-83

Page 1 of 3

Deposits are FDIC Insured



COLR7631 7782 0001 NHGR 07 070501 PAGE 00001 OF 00003 CSFSTH2 00402967

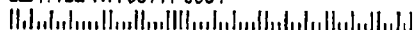
Form CSS0004E 0000000938 X



P.O. BOX 2395  
CHATSWORTH, CA 91313-2395

This Statement Covers  
From: 03/01/07  
Through: 03/31/07

WASHINGTON MUTUAL INC  
SEATTLE BANK RECON  
ATTN: MELANIE STOCKWELL  
MS: CSQ0815  
MAILSTOP EET1132  
PO BOX 834  
SEATTLE WA 98111-0834



Need assistance?  
To reach us anytime  
call 1-800-788-7000  
or visit us at wamu.com

Don't let a mild storm season this past year catch you off guard. Disasters are a permanent problem to all. First Protector pays your monthly mortgage payment when covered disasters occur, such as hurricanes, floods, fire or tornados. To protect your home with First Protector, call 1.800.349.9758 or visit the website at [www.disastercoverage.com](http://www.disastercoverage.com) OFFER # DDA275055U8.

### Washington Mutual Internal Checking Detail Information

WASHINGTON MUTUAL INC Account Number: 179-165066-7  
SEATTLE BANK RECON Washington Mutual Bank, FA  
ATTN: MELANIE STOCKWELL  
MS: CSQ0815

Your business is unique and should have a banking relationship built around its needs. Business Packages designed for the way you manage finances are only a phone call away at 1.800.788.7000.

#### Account Summary

Beginning Balance	\$1,818,334,267.02
Deposits	0.00
Electronic & Misc. Deposits	+851,666,875.61
Card Purchases/ATM Withdrawals	0.00
Electronic & Misc. Withdrawals	-938,972,049.01
Checks Paid	0.00
Service Fees	0.00
Ending Balance	\$1,529,029,093.62

#### Electronic & Miscellaneous Deposits

Date	Amount	Description	Card Number
03/01	2,517,000.00	WIRE TRANSFER DEPOSIT	
03/01	8,180,000.00	WIRE TRANSFER DEPOSIT	
03/05	108,407.49	WIRE TRANSFER DEPOSIT	
03/05	31,812.84	WIRE TRANSFER DEPOSIT	
03/08	2,070,000.00	WIRE TRANSFER DEPOSIT	
03/08	1,668,357.22	MISCELLANEOUS CREDIT	
03/08	388,845.49	MISCELLANEOUS CREDIT	
03/09	1,980,000.00	WIRE TRANSFER DEPOSIT	
03/09	2,017.80	WIRE TRANSFER DEPOSIT	
03/13	60,042,133.32	WIRE TRANSFER DEPOSIT	
03/14	841,000.00	WIRE TRANSFER DEPOSIT	
03/14	2,080,000.00	WIRE TRANSFER DEPOSIT	
03/15	4,298,250.00	WIRE TRANSFER DEPOSIT	





P.O. BOX 2395  
CHATSWORTH, CA 91313-2395

This Statement Covers  
From: 02/01/07  
Through: 02/28/07

WASHINGTON MUTUAL INC  
SEATTLE BANK RECON  
ATTN: MELANIE STOCKWELL  
MS: CSQ0815  
MAILSTOP EET1132  
PO BOX 834  
SEATTLE WA 98111-0834

Need assistance?  
To reach us anytime  
call 1-800-788-7000  
or visit us at wamu.com



Enclosed is important information about changes that may affect your Washington Mutual accounts and services.  
For questions, visit your Financial Center or call 1-800-788-7000.

### Washington Mutual Internal Checking Detail Information

WASHINGTON MUTUAL INC Account Number: 179-165086-7  
SEATTLE BANK RECON Washington Mutual Bank, FA  
ATTN: MELANIE STOCKWELL  
MS: CSQ0815

#### Account Summary

Beginning Balance	\$2,160,369,233.39
Deposits	0.00
Electronic & Misc. Deposits	+409,465,370.07
Card Purchases/ATM Withdrawals	0.00
Electronic & Misc. Withdrawals	-953,500,336.44
Checks Paid	0.00
Service Fees	0.00
Ending Balance	\$1,616,334,267.02

#### Electronic & Miscellaneous Deposits

Date	Amount	Description	Card Number
02/01	925,000.00	WIRE TRANSFER DEPOSIT	
02/01	8,151,215.52	WIRE TRANSFER DEPOSIT	
02/01	8,128,057.67	WIRE TRANSFER DEPOSIT	
02/01	1,240,000.00	WIRE TRANSFER DEPOSIT	
02/02	2,643,000.00	WIRE TRANSFER DEPOSIT	
02/02	23,281.22	WIRE TRANSFER DEPOSIT	
02/02	2,540,000.00	WIRE TRANSFER DEPOSIT	
02/02	115,923.92	WIRE TRANSFER DEPOSIT	
02/05	5,620,000.00	WIRE TRANSFER DEPOSIT	
02/06	1,055,000.00	WIRE TRANSFER DEPOSIT	
02/06	1,650,000.00	WIRE TRANSFER DEPOSIT	
02/07	1,518,000.00	WIRE TRANSFER DEPOSIT	
02/07	1,820,000.00	WIRE TRANSFER DEPOSIT	
02/08	2,075,000.00	WIRE TRANSFER DEPOSIT	
02/08	993,089.28	MISCELLANEOUS CREDIT	
02/08	2,030,000.00	WIRE TRANSFER DEPOSIT	





P.O. BOX 2395  
CHATS WORTH, CA 91313-2395

This Statement Covers  
From: 01/01/07  
Through: 01/31/07

WASHINGTON MUTUAL INC  
SEATTLE BANK RECON  
ATTN: MELANIE STOCKWELL  
MS: CSQ0815  
MAILSTOP EET1132  
PO BOX 834  
SEATTLE WA 98111-0834



Need assistance?  
To reach us anytime  
call 1-800-788-7000  
or visit us at wamu.com

### Washington Mutual Internal Checking Detail Information

WASHINGTON MUTUAL INC Account Number: 179-165086-7  
SEATTLE BANK RECON Washington Mutual Bank, FA  
ATTN: MELANIE STOCKWELL  
MS: CSQ0815

#### Account Summary

Beginning Balance	\$3,090,010,422.17
Deposits	0.00
Electronic & Misc. Deposits	+3,365,633,498.18
Card Purchases/ATM Withdrawals	0.00
Electronic & Misc. Withdrawals	-4,295,274,686.96
Checks Paid	0.00
Service Fees	0.00
Ending Balance	\$2,160,369,233.39

#### Electronic & Miscellaneous Deposits

Date	Amount	Description	Card Number
01/04	4,648,000.00	WIRE TRANSFER DEPOSIT	
01/04	4,820,000.00	WIRE TRANSFER DEPOSIT	
01/05	545,000.00	WIRE TRANSFER DEPOSIT	
01/05	4,394.48	WIRE TRANSFER DEPOSIT	
01/05	2,400,000.00	WIRE TRANSFER DEPOSIT	
01/05	80,175.85	WIRE TRANSFER DEPOSIT	
01/08	3,360,000.00	WIRE TRANSFER DEPOSIT	
01/10	750,000,000.00	BOOK TRANSFER CREDIT	
01/10	750,000,000.00	BOOK TRANSFER CREDIT	
01/10	750,000,000.00	BOOK TRANSFER CREDIT	
01/10	750,000,000.00	BOOK TRANSFER CREDIT	
01/11	12,733,713.41	MISCELLANEOUS CREDIT	
01/11	2,275,097.04	MISCELLANEOUS CREDIT	
01/12	223,050.80	WIRE TRANSFER DEPOSIT	
01/12	1,267,674.54	MISCELLANEOUS CREDIT (Eff. Date: 01/11/07)	
01/18	1,210,283.33	WIRE TRANSFER DEPOSIT	
01/18	2,413,041.67	WIRE TRANSFER DEPOSIT	
01/18	3,537,812.50	WIRE TRANSFER DEPOSIT	



# EXHIBIT E



NSCPRN 2 OP COID ACCT 179000001650667

STED 1 THE TRANSACTION STMT FORMAT MS 50861 LAST PAGE OF TRANSACTIONS

08/09/19 14.47.52

STMT

ACTION

PROD CODE DDA

CURR CODE

ACTN POST EFFECTIVE CHECK NUMBER

SDET TRACE ID/CARD NUMBER

2

ACCT

179000001650667

13

13

DESCRIPTION

5,000.00

D

3,688,060,612.61

09/19

044231016148-1080919

BOOK TRANSFER DEBIT

177,000,000.00

C

3,865,060,612.61

09/19

044231016159-1080919

BOOK TRANSFER CREDIT

145,000,000.00

C

4,010,060,612.61

09/19

044231016162-1080919

BOOK TRANSFER CREDIT

270,104,885.03

D

3,784,955,727.58

09/19

044231016697-1080919

DOMESTIC OUTGOING WIRE

3724

3724

3724

3724

3724

3724

3724

3724

3724

3724

3724

3724

3724

3724

3724

3724

3724

3724

3724

3724

PF: 1-HELP 3-PLVL 6-INQ 7-SB 8-SF 9-ASUM -STSM

① KEYSTONE COMING IN

② SIMP-100 HALLER 01

602

1047

1047

1047

1047

1047

1047

1047

CHAS N - HOW COME

1047

1047

1047

1047

1047

MONDAY

6L 70

NEW 61

OK OLD 61

021 519347

401

NSCPDRN CUP2 1 CIS COMMERCIAL CUSTOMER PROFILE 08/09/19 14.47.12  
 CO (CURE) CUST NO MS 64283 COMMERCIAL CUSTOMER DISPLAYED  
 ACTION 2 EIN: 91-1653725 US PERSON ENTITY EIN NAICS CD 522120  
 COID N \*WASHINGTON MUTUAL INC TIE 10 OFF1 STAT  
 A SEATTLE BANK RECON/MAILSTOP EET1132 OPENED 990629 OFF2 TYPE  
 A ATTN: MELANIE STOCKWELL MS:CSQ0815 CLOSED SIC EMP? N  
 A PO BOX 834 LST MAIN 1080426 LANG REFER? N  
 C SEATTLE WA 98111-0834 ESTBLSD 990629 CITZNSP PRIV Y  
 BANKRUPT ALIAS? CUCU? N

TEL NO 206 302-4177 CNTRY  
 CONTACT GREGG SHERRINGTON  
 TITLE  
 BK REL  
 BK SVC  
 HV  
 NEXT: 1

R E M A R K S

TYPE	EFF	EXP	ACTN: ACPR ACDT	AC C O U N T S	CLOSED ACCT? Y NEXT:	1
TYPE	EFF	EXP	SEQ- COID- PRDSP ACCOUNT	OPENED CLOSED ST	BALANCE	REL
0001	2	DDAU5	0177-0000891120-6	020530	99 52,553,247.70	ONR
0002	2	DDAB3	0179-0000165066-7	020617	99 739,955,727.58	ONR

MORE ACCTS/REMKs-PRESS ENTER;ACPR/ACDT/ACAC IN SEQ NO;CMB INFO-CUCL;BACK-PF2

# **EXHIBIT F**

**Washington Mutual**

Back Office Branch/Monetary Posting Unit (BOB)

## New Account Request Form

Date:	09/19/2008	Prepared by:	Yolanda Noblezada - U930338
Approved By:		EID:	u176835

## New Account Information

Company: circle one				Cost Center#	Tax Link Code
1	2	3	40	9909	40
TIN/EIN				Product Code	Owner/Sub Owner Code
91-165372-5				B3*	02/05

\*recommended for all Corp accts.

Account Title 1 - 4		Relationship Code 1-4
1)	WMI	ONR
2)		
3)		
4)		

Address:	1301 Second Avenue WMC 1411		
City:	Seattle	State:	WA 98101

Cycle Date		New Account #	441 - 006421-8
Date Opened		Opened by (BOB employee)	

## Corporate Information:

Account Type: ON	Reconciliation Method: 1	If related to GL Triple:
CA - Loss Drafts	0 - None	Related GL Cor: 504
CML - Commercial Loans	1 - Manual	Related GL Account:
INS - Insurance Drafts	2 - Actual/Actual	Related GL RC:
LN - Investor/Custodial Accounts	3 - Scheduled/Actual	
ON - On Us	4 - Scheduled/Scheduled	
PF - Public Funds	5 - Recon+/Frontier	
	8 - BREC	
Account Owner: Lulu St. John - u126280	Phone #	206 302-4232
Reconciliation Manager: Lulu St John - u126280	Phone #	206-302-4232
Purpose of Account: Master note elimination		
Checks Issued:	Yes or No	

## Special Instructions (Waive fees, Corresponding Loan number, etc.)

Issue Reg D letter & mail MAA to customer.			
Close account #		as of	transfer balance to new account
Return receipt and Maa to Preparer			
Other			

## New Account Opening Deposit

Debit GL	52915	Amount	\$ -01	Cost Ctr	9347
----------	-------	--------	--------	----------	------

Description/Doc #	
-------------------	--

Fax completed form to (209) 460-7043 or interoffice to BOB, Mail Stop STA5FCR  
Must also complete and remit the Designation of Signers form

五

FB. Post this and disregard the other one.  
Just faxed to you.

2

Back Office Branch/Monetary Posting Unit (BOB)

**Journal Entry Posting Form**  
**Fax completed form to (209) 460-7043 or Interoffice to BOB, Mail Stop STA5FCR**

**Effective Date:** 9/19/08

Select the company based on your cost center in GL 52915.

[illegible]

Approved By: B. W. [Signature]  
 Department: Health  
 Date: 08/19/2008

blezada 25

JOURNAL ENTRY REQUEST FORM

DR				CR			
CO.	GL	CC	AMT	CO.	GL	CC	AMT
70	10450	9909	3,674,000,000.00	70	10450	9909	3,674,000,000.00
02	45798	9908	3,674,000,000.00	02	45798	9908	3,674,000,000.00
40	28201	9331	3,674,000,000.00	40	28201	9331	3,674,000,000.00
01	52915	9347	3,674,000,000.00	01	52915	9347	3,674,000,000.00

DESCRIPTION

WMI contributes to fsb  
WMI contributes to fsb  
WMI contributes to fsb  
WMI contributes to fsb

Total CR  
\$14,696,000,000.00

Total CR

\$14,696,000,000.00

\$0.00

08/20/2008

930338

Yolanda Nolezada

Requested by:  
Approved by:  
Posted by:

9/24/2008

# EXHIBIT G



**Noblezada, Yolanda B.**

---

**From:** Ryason, Tawnya  
**Sent:** Monday, September 22, 2008 1:20 PM  
**To:** Noblezada, Yolanda B.; Logan, Doreen; Winder, Brandon J.  
**Cc:** St John, Lourdes A.; Thorgerson, Kevin M.  
**Subject:** RE: Due from FSB

Approved

---

**From:** Noblezada, Yolanda B.  
**Sent:** Monday, September 22, 2008 1:15 PM  
**To:** Logan, Doreen; Ryason, Tawnya; Winder, Brandon J.  
**Cc:** St John, Lourdes A.; Thorgerson, Kevin M.  
**Subject:** RE: Due from FSB

Hi Tawnya, Can you please confirm through this email that I can use CC 9909 on Co 40 to be added to the Hogan PCD 1602 via e-request to Technology (Nancy Plummer).

Thanks much,  
Yolanda

---

**From:** Logan, Doreen  
**Sent:** Monday, September 22, 2008 10:43 AM  
**To:** Noblezada, Yolanda B.; Ryason, Tawnya; Winder, Brandon J.  
**Cc:** St John, Lourdes A.; Thorgerson, Kevin M.  
**Subject:** RE: Due from FSB

We need to open an overhead center on Hogan to get the account moved to the right place.

Doreen Logan  
Treasury - Structured Finance  
Washington Mutual  
206-302-4168

---

**From:** Noblezada, Yolanda B.  
**Sent:** Monday, September 22, 2008 10:42 AM  
**To:** Ryason, Tawnya; Logan, Doreen; Winder, Brandon J.  
**Cc:** St John, Lourdes A.; Thorgerson, Kevin M.  
**Subject:** RE: Due from FSB  
**Importance:** High

Hi,  
Yes, we are fixing this right now. We will be closing the DDA on Co 1 and will open one on Co 40 but with cc 470 (temporarily).  
I will let you know as soon as the Co 40 DDA has been opened.

Thanks,  
Yo

09/22/2008

---

**From:** Ryason, Tawnya  
**Sent:** Monday, September 22, 2008 10:39 AM  
**To:** Logan, Doreen; Noblezada, Yolanda B.; Winder, Brandon J.  
**Subject:** RE: Due from FSB

This DDA was opened on Co 1, and not on Co 40. Was this an oversight?

---

**From:** Logan, Doreen  
**Sent:** Friday, September 19, 2008 2:40 PM  
**To:** Noblezada, Yolanda B.; Winder, Brandon J.  
**Cc:** Ryason, Tawnya; Cox, Rosa K.  
**Subject:** FW: Due from FSB

Our friends in Cash Mgmt will assist with all this next month. Thanks Tawnya & Rosa!

Doreen Logan  
Treasury - Structured Finance  
Washington Mutual  
206-302-4168

---

**From:** Cox, Rosa K.  
**Sent:** Friday, September 19, 2008 2:35 PM  
**To:** Ryason, Tawnya  
**Cc:** Logan, Doreen  
**Subject:** Due from FSB

Hi TR,

Doreen is in a pinch and needs a "Due From FSB" account to use this month for a new deposit account. The only one I could find was 10441, Due From FSB MMDA-I/C. I'm not sure what type of account Doreen is opening, but it's not a money market, so this won't be perfect.

Doreen (or someone?) will open a new GL next month and begin using the new GL.

If you have any questions, talk to your friend, Ms. Doreen.

-RC

Corporate Accounting | p.206.500.3053 | f.206.377.2081

# EXHIBIT H

<h1 style="text-align: center;">Washington Mutual</h1> <h2 style="text-align: center;">GL Administration Policy</h2>	Revised April 16, 2008
	Policy to Request New GL Account
Policy to Request New GL Account	

### ***Summary***

A new general ledger account is an account that does not currently exist on the GL system. The need for a new GL account can be the result of a new product, changes to accounting or reporting practices, policies, and financial system requirements, or needed for the mapping of acquisitions. New GL accounts are also required due to the business rule stating that only one GL can support one system (not applicable to equity or income accounts). One GL should not represent multiple systems being used to process entries. Requests to open an existing GL account to an additional company or cost center are addressed separately in the General Ledger Cost Center (GLRC) opening procedures. Additional guidance can also be found in the Triple Request policy on the Corporate Controller's web site.

### ***Policy GL Maintenance Form***

Balance sheet accounts are owned by individuals, and posted to, at the triple (company, account, cost center) level. When a new GL account is requested, the original account owner will also become responsible for all balance sheet triple combinations opened in conjunction with the new account. Income statement accounts however, do not have an assigned owner and are not owned at the triple level. Reconciliation for income statement accounts is done with each segment that has cost centers opened to the specified account. Please refer to the Account Owner and Poster Responsibilities .Policy for further information on balance sheet and income statement accounts.

All new GL requests will be submitted and processed via the GL Maintenance Form along with a copy of the Accounting Plan. Additionally, desktop procedures must also be created for the accounting activity related to the account. The Desktop Procedures Template can be found on the Corporate Controller's intranet page for reference. The desktop procedures document does not need to be submitted to GL Administration, but should be available upon request. Account owners have 60 days from the date of the new account request to create their desktop procedures document.

All new GL requests must be approved by the following groups: the account owner, Sub/Segment Controller\*, Intercompany Accounting (if an I/C account), Margin, Financial Reporting, and GL Administration before it is processed by Financial Systems & Operations.

\*or his/her pre-authorized representative. A pre-authorized representative is one person who the Segment Controller has deemed to be qualified and authorized to act on his/her behalf in the matter of opening new GL accounts, and whose name the controller has submitted to GL Administration.

The account owner (and, ultimately, the segment controller) is responsible for the integrity of the account usage and for the maintenance of the necessary documentation surrounding the new GL account. **For control and audit purposes the approving authority must not be the same person as the account owner or the requester.**

Each New GL Request Form includes a certification statement which states that the accounting plan is attached, the desktop procedures will be available within 60 days and all associated accounts will be opened at the same time to avoid the risk of misstatement. It will be the responsibility of the business segment to maintain a copy of all accounting plans and documentation surrounding the new GL account, or triple(s).

To open a new GL account, the requester will submit the request via the Liquid Office GL Maintenance Request Form. All new accounts will be opened to OFCS, Hyperion and ED. Before an account will be opened, all required approvals need to be obtained through the Liquid Office approval queues. Once the request is in the Liquid Office approval queues, it may be approved or declined by any team. Once the request is either approved or declined, it will be transmitted to FileNet for archiving.

If additional information is needed regarding the use of a request, GL Administration will consult individuals from the following areas within the Finance Division:

- Corporate Accounting
- Financial Systems & Operations
- Segment Reporting
- Reconciliation Control & Monitoring
- Financial/Regulatory Reporting
- FP&A Finance Planning & Analysis
- Financial Analysis and Monitoring

### ***Large Requests***

---

At this time there is not a template for opening multiple accounts.

### ***Special Projects/Interface Conversions***

When special projects/interface conversions require a large number of new GL accounts, the project leader must communicate to GL Administration 4-6 months prior to the go live date, at [gadmincoa@wamu.net](mailto:gadmincoa@wamu.net). It will be necessary to coordinate when testing will begin and how many new GL accounts will be needed. Please provide a list of all new accounts that will be needed to complete the project/conversion to GL Admin. Once all the information has been received, GL Admin will determine how many new accounts will need to be opened each month.

### ***Liquid Office GL Maintenance Request Form***

The Liquid Office GL Request Form is located on [http://lo.wamu.net/lfsrver/DMT\\_GL\\_Maintenance\\_Workflow](http://lo.wamu.net/lfsrver/DMT_GL_Maintenance_Workflow).

Liquid Office GL Training Manual: For instructions on using the GL Maintenance Request Form refer to the New GL Requesters Manual mentioned above.

The following information must be provided on the GL Maintenance Form.

1. Provide Requester ID and Requester Name
2. Select the Activity Type field (Name, Change, Delete)
3. Is this request an exception? If yes, provide justification in the 'Reason for Request' field. This field can be modified at any time during the request. Additional approvals will be required by Corporate Accounting and Corporate FP&A
4. Provide a detailed reason for requesting the new GL Account
5. Enter a five digit account number based on the information below
  1. Assets 10000-34999
  2. Liabilities 35000-53009
  3. Equity 53010-53999
  4. Interest Income 54000-66499
  5. Interest Expense 66500-75999
  6. Provision Expense 76000-77999
  7. Operating Income 78000-85199
  8. Operating Expense 85200-89999
  9. Memo Account 90000-99099
  10. Proxy Account 99100-99998
6. The GL Account Type field will auto populate
7. Enter the GL Account Description
8. Choose a Company number from the drop down list
9. Provide an Account Owner ID and Name
10. Select a Segment from the drop down list
11. Select the normal sign of the account
12. Choose yes or no if you are opening a proxy account. If you need to open a proxy account, please contact [gadmincoa@wamu.net](mailto:gadmincoa@wamu.net)
13. Select up to 5 CC Templates by holding down the ALT button, if necessary, otherwise select NONE
14. Select the appropriate radio button to determine if the Common View rollup will be new or existing. If new, you will need to submit a hierarchy change request. The Common View Rollup field will auto populate with '-99026'. If existing, select existing and move to the next field
15. **Optional Field-Model Account Number:** Enter a model account number
16. If the Model Account is NOT chosen and the CV rollup is existing, enter the level 8 node number
17. If the Model Account is NOT chosen, enter the Related Proxy Account
18. **Optional Field-Related Accounts:** Enter up to 5 related accounts separated by a comma
19. Enter the GLAD definition, up to 100 characters
20. Enter the Accounting Plan Title, up to 50 characters without spaces, use the underscore key

#### GAAP Business Rules

21. Select Yes or No if the new account is a Mortgage Loan. If no, skip to the Margin Account Information
22. If the new account is a Mortgage Loan, determine if it is Held for Sale or Held for Investment and select the appropriate radio button
23. If HFS, enter the asset, deferred fee, premium discount, and interest income accounts
24. If HFI, enter the asset, deferred fee, premium discount, and interest income accounts
25. Select Yes or No if the new account is a 2<sup>nd</sup> lien
26. Select Yes or No if the new account is a hedge or derivative

- 27. Select Yes or No if short cut accounting is being applied based upon FAS 133
- 28. Specify if Freestanding or Hedge of a specific asset/liability is being done
- 29. Enter the related asset/liability account related to the previous statement

#### Margin Account Information

- 30. Enter the COA ID number  
2-digit Type Code plus 5-digit account number (1012345 for example).  
Type Code: 10 - Assets and Interest Income  
20 - Liabilities and Interest Expense  
30 - Equity  
40 - Provision Expense and Non-Interest Income/Expense
- 31. Select Yes or No if the new account will have margin impact  
**YES** - The new GL account is an Earning Asset/Liability or Interest Income/Expense account  
**NO** - The new GL account is a Non-Earning Asset/Liability or Non-Interest Income/Expense account. Skip to the Intercompany Account information
- 32. Select New or Existing if the new account requested is linked to a new or existing margin account  
**NEW** - A margin account currently does not exist in the Chart of Accounts and is required to be opened along with the requested GL account  
**EXISTING** - A margin account currently exists in the Chart of Accounts
- 33. If **EXISTING**, please specify an existing 5-digit GL Interest Bearing Balance Sheet or Interest Income/Expense account that will be linked to this new GL  
If **NEW**, please specify the new 5-digit GL Interest Bearing Balance Sheet or Interest Income/Expense account that will be opened and linked to this new GL
- 34. Select Yes or No if the new account is an Interest Bearing I/S Account. **YES** - This is an Interest Income/Expense account  
**NO** - This is a Non-Interest Income/Expense account
- 35. Select an Accrual Method from the drop list  
If the new account is an Interest Income/Expense account, select a method of interest accrual, otherwise, select "Does not accrue interest"
- 36. Select Yes or No if the I/S COA ID is Independent. **YES** - The interest income/expense accounted for by this new I/S GL is related to more than one Interest Bearing Balance Sheet account. Not a one-to-one relationship. (COA ID of the new I/S GL will be 2-digit Type Code plus 5-digit account number - 1059643 for example)  
**NO** - The interest income/expense accounted by this new GL is directly linked to a unique Interest Bearing Balance Sheet account. A one-to-one relationship. (COA of the new I/S GL will be the same COA of the directly linked unique Balance Sheet account)
- 37. If yes, please provide the related B/S Parent GL and follow these steps:
  - (1) Find the existing Interest Income/Expense account next to which the new Interest Income/Expense account will reside under the same common view level (L-8)
  - (2) Find the Balance Sheet account that links to the existing Interest Income/Expense account identified in Step 1
  - (3) Input 5-digit GL number of the Balance Sheet account identified in Step 2
- 38. Click on the 'Validate' button, this will verify information from MDM to determine if the B/S GL exists

#### Intercompany Information

- 39. Select Yes or No if the new account is Intercompany. If no, skip to the Certification Information
- 40. Determine if the I/C offset is New or Existing

41. Specify the I/C offset account number
42. The I/C Offset GL Description will auto populate after validation if the account is existing
43. The Sub Acct Table and the Sub Acct Table Description will auto populate
44. Select No ***only*** if this is a self-eliminating account, otherwise, select Yes
45. Select the offsetting company number from the drop list
46. Determine if the I/C Matching Table is New or Existing
47. If existing, select from the drop list. If new, select New and contact GM InterCompany for instructions
48. Check the certification statement at the bottom once all the fields have been completed
49. Click on the 'Attachments' button on the bottom of page 1 to attach the accounting plan to your request, you will not be able to submit your request without an accounting plan
50. Once you click on the 'Attachments' button, you will be taken to the 'Add new attachment' page in Liquid Office
51. Click on the 'Browse' button. The 'Choose File' dialog box will appear
52. Locate the file you would like to attach, click 'Open'
53. Click the 'Add' button to attach your file
54. Your file will appear in the attachments list
55. Repeat steps 49-56 to attach more files if necessary
56. Click on the 'Finish' button, you will be brought back to your GL Maintenance Request form. You will see the number of attachments you just added
57. Once you have completed the form and attached all related files, choose 'Submit' from the drop down list and click on 'Go'

### ***Accounting Plan and Desktop Procedures***

The accounting plan provides detailed information regarding the background and the need for the new GL account, how the new GL account will be utilized, the systems that will impact the account, and the GL transaction flow and reconciliation process.

The desktop procedures should give a very detailed explanation of how the account is used, when it is affected, and should include examples of entries that are made to the account. The goal of desktop procedures is to allow anyone to review the procedures and understand how to properly use the account. The Desktop Procedures Template can be referenced for an example. All accounts requested by an owner may use one accounting plan if the accounts are similar and can clearly be covered by that plan. Accounting plans must be maintained by the segment and always support the use of the account. Please refer to the Accounting Plan Policy for further details and instructions about how to complete accounting plans.

### ***Requirements***

1. New GL Account Request submittal
2. Accounting Plan and any other supporting documentation
3. All approvals via the Liquid Office approval queues



## ***Timing***

In order for New GL Requests to be processed within the month submitted, they must be submitted via the GL Maintenance Form **14 business days before month end by 5:00 p.m.** with all of the required approval documentation from the segment/corporate support. Files that are received after this deadline or requests sent without accounting plan or appropriate approvals will not be processed until the following month. Exceptions to this deadline will usually consist of bank wide system changes such as FCS 5.0 and for the year end maintenance freeze which occurs in December. To view the maintenance deadlines for each month you may refer to the GL Maintenance Calendar on the Corporate Controllers intranet site.

**Account requests involving 20 or more new accounts must be received 19 business days before month end due to increased analysis and processing requirements.** Any requests submitted after this date will not be processed until the following month. **There will be no exceptions.** Requests received during a month-end maintenance freeze will be processed in the following month.

# **EXHIBIT I**

**Washington Mutual**

Back Office Branch/Monetary Posting Unit (BOB)

## New Account Request Form

Date:	09/19/2008	Prepared by:	Yolanda Noblezada - U930338
Approved By:	Tim Smalley <i>Tim Smalley</i>		EID: 022015

## New Account Information

Company: circle one				Cost Center#	Tax Link Code
1	2	3	40	470 <i>9911</i>	40
TIN/EIN				Product Code	Owner/Sub Owner Code
91-165372-5				B3*	02/05

\*recommended for all Corp accts.

Account Title 1 - 4		Relationship Code 1-4
1)	WMI	ONR
2)		
3)		
4)		

Address:	1301 Second Avenue WMC 1411		
City:	Seattle	State:	WA 98101

Cycle Date		New Account #	441-0000006423-4
------------	--	---------------	------------------

Date Opened		Opened by (BOB employee)	
-------------	--	--------------------------	--

<b>Corporate Information:</b>			
Account Type: ON	Reconciliation Method: 1	If related to GL Triple:	
CA - Loss Drafts	0 - None	Related GL Co: 504	
CML - Commercial Loans	1 - Manual	Related GL Account:	
INS - Insurance Drafts	2 - Actual/Actual	Related GL RC:	
LN - Investor/Custodial Accounts	3 - Scheduled/Actual		
ON - On Us	4 - Scheduled/Scheduled		
PF - Public Funds	5 - Recon+/Frontier		
	8 - BREC		
Account Owner: Lulu St. John - u126280	Phone #: 206 302-4232		
Reconciliation Manager: Lulu St John - u126280	Phone #: 206-302-4232		
Purpose of Account: Master note elimination			
Checks Issued: Yes or No			

## Special Instructions (Waive fees, Corresponding Loan number, etc.)

Issue Reg D letter & mail MAA to customer.			
Close account #		as of	transfer balance to new account
Return receipt and Maa to Preparer.			
Other			

## New Account Opening Deposit

Debit GL	52915	Amount	\$ 3,674,000,000.00	Cost Ctr	9347
----------	-------	--------	---------------------	----------	------

Description/Doc #	
-------------------	--

Fax completed form to (209) 460-7043 or interoffice to BOB, Mail Stop STA5FCR

Must also complete and remit the Designation of Signers form

40/35045-9911

**Journal Entry Posting Form**

**Fax completed form to (209) 460-7043 or Interoffice to BOB, Mail Stop STA5FCR**

**Effective Date:** 9/19/08

[illegible]

Prepared By: Yolanda Noblezada  
Employee #: 930338  
Phone #: 206/302-4325

Approved By: TB Smith U622615 and U181771  
 Department: Treasury  
 Date: 09/19/2008

**Journal Entry Posting Form**  
**Fax completed form to (209) 460-7043 or Interoffice to BOB, Mail Stop STA5FCR**

Select the company based on your cost center in GL 82916.

<input type="checkbox"/> WMB 001	<input type="checkbox"/> WMB_FA 002	<input checked="" type="checkbox"/> *	<input type="checkbox"/> WMB_fsb 040
----------------------------------	-------------------------------------	---------------------------------------	--------------------------------------

Prepared By: Yolanda Noblezada  
Employee #: 930338 :  
Phone #: 206/302-4325

Approved By: \_\_\_\_\_  
Department: \_\_\_\_\_  
Date: \_\_\_\_\_

Treasury  
8002/B1/B0

# **EXHIBIT J**

**AUTHORIZED INDIVIDUALS FOR INTERCOMPANY TRANSACTIONS****INVOLVING WMI OR BANKING AFFILIATES**

Authority to carry out transactions among WMI or any of its direct or indirect subsidiaries is granted as per Table III, below. Authority to carry out certain Intercompany Transaction Types is granted in Table III with reference to Transaction Types under the Authorized Individuals for Execution Standard and the Authority Levels and related limits specified in Table I. For purposes of such Intercompany Transaction Types, the requirements for designation of individuals to Authority Levels that apply to Table I shall apply except that the CFO, Treasurer and Corporate Controller shall be deemed to have been properly designated and shall not be subject to a dollar limit.

Additional rules relating to intercompany transactions include:

- Rule (1) Whenever a Banking Affiliate is engaged in a transaction with WMI or any direct or indirect subsidiary of WMI that is not a subsidiary of one of the Banking Affiliates (each of WMI and any such subsidiary being a "non-banking affiliate"), the Banking Affiliates' Policy on Transactions with Affiliates and Other Related Companies (which includes restrictions imposed by Sections 23A and 23B of the Federal Reserve Act and Regulation W of the Federal Reserve Board) must be observed (see Appendix S-A for the policy and information about recordkeeping, fair market value and asset quality requirements);
- Rule (2) Loans, credit extensions or derivatives between a Banking Affiliate and a non-banking affiliate must be approved by the appropriate bank credit officer;
- Rule (3) Significant Transactions or transactions involving Financial Derivatives or Complex Securities between a Banking Affiliate and any non-banking affiliate require pro forma NII and NPV sensitivity analyses before executing the transaction (see the Investments Standard and Approved Instruments Standard for detailed procedures); and
- Rule (4) The same officer may not sign both sides of a transaction between affiliates. (The term "affiliates," as used in this Standard, includes WMI and all direct and indirect Subsidiaries of WMI.)

Note: These authorities refer to the powers of WMI and the Banking Affiliates to enter into transactions with each other and with other affiliates. The authority of affiliates, other than the Banking Affiliates, to transact with WMI, the Banking Affiliates and other affiliates is determined by their respective Boards or their own ALM Policies, where applicable.

**WMI AND BANKING AFFILIATES****GENERAL STANDARDS**

*Authorized Individuals for  
Intercompany Transactions*

**Table III: Intercompany Transactions Authority**

<b>Intercompany Transaction Type</b>	<b>Description</b>	<b>Authority (WMI and the Banking Affiliates)</b>	<b>Restrictions/Notes</b>
1	Capital contributions to subsidiaries; redemptions of, or sales to the issuer of, any securities issued in connection with such a capital contribution; and loans made to affiliates.	CFO, Treasurer or Corporate Controller	See Rules (1), (2) and (4) above
2	Dividends	Board of Directors only	
3	Borrowings – defined the same as Transaction Type 12	Identical to Authority Levels granted with respect to Transaction Type 12, except CFO, Treasurer or Corporate Controller are not subject to a dollar limit.	See Rules (1), (2) and (4), above
4	Derivatives – defined the same as Transaction Types 11, 16, 17 and 18	Identical to Authority Levels granted with respect to Transaction Types 11, 16, 17 and 18, except CFO, Treasurer or Corporate Controller are not subject to a dollar limit	See Rules (1), (2), (3) and (4), above
5	Purchase/Sale of Assets – defined the same as Transaction Types 2, 4, 5, 6, 7, 19, 20 and 21	Identical to Authority Levels granted with respect to Transaction Types 2, 4, 5, 6, 7, 19, 20 and 21, except that CFO, Treasurer or Corporate Controller are not subject to a dollar limit. For purposes of this Standard only, Transaction Type 19 also includes the purchase side of a transaction between affiliates.	See Rules (1) and (4), above
6	Mortgages Servicing Rights Activities – defined the same as Transaction Types 9 and 10	Identical to Authority Levels granted with respect to Transaction Types 9 and 10, except that CFO, Treasurer or Corporate Controller are not subject to a dollar limit.	See Rules (1) and (4), above
7	Investing in publicly traded debt securities of affiliates	CFO, Treasurer or Corporate Controller	WMI only. Prohibited for Banking Affiliates.



**WMI AND BANKING AFFILIATES****GENERAL STANDARDS***Authorized Individuals for  
Intercompany Transactions*

Intercompany Transaction Type	Description	Authority (WMI and the Banking Affiliates)	Restrictions/Notes
8	Opening accounts at bank subs	SVP or above	See GL Administration Policy
9	Guarantees	CEO only	



# Washington Mutual

## REQUEST FOR CONTRIBUTION

(Contributing Entity: Only WMI, WMB or WMFSB)

Approved: \_\_\_\_\_  
Chief Financial Officer;  
Treasurer; or  
Controller

### General Information

Contribution Recipient: \_\_\_\_\_

GL Co. No.: \_\_\_\_\_

Requester/Segment  
(Name/phone no.): \_\_\_\_\_

Amount: \_\_\_\_\_

Contributing Entity  
(WMI, WMB or WMFSB): \_\_\_\_\_

GL Co. No.: \_\_\_\_\_

Contribution Payment Date: \_\_\_\_\_

Proposal/Purpose: \_\_\_\_\_

### Approvals Required

<u>Department</u>	<u>Name</u>	<u>Approved By (by email)</u>
Legal:	Andrea Radosevich or Susan Taylor	
Tax:	Tim Cleary, Jack Read or Laurie Hanson	
Controllers:	Rosa Cox, Paul Stephen or Pat Fournier	
Treasury:	Peter Frellinger or Patricia Schulte	

### Instructions

1. Complete the General Information as completely as possible. Be as detailed as possible with the Proposal/Purpose description (i.e., why the contribution is being requested, what it will be used for, is it a one-time request or ongoing, etc).
2. Present the Request for Contribution to each of the following department representatives for approval (via email):
  - Legal: Andrea Radosevich or Susan Taylor
  - Tax: Tim Cleary, Jack Read or Laurie Hanson
  - Controllers: Rosa Cox, Paul Stephen or Pat Fournier
  - Treasury: Peter Frellinger or Patricia Schulte
3. Upon receipt of approval from all parties, please email the fully approved request to Trish Johnson in Legal. Please include all approvals when sending your request to Legal.
4. Legal will prepare and circulate for execution the legal documentation required to authorize the contribution and will forward the approval to the requesting party, Entity Accounting, Tax and Treasury. Alternatively, if preferred, the requestor can present the dividend request, once all departmental approvals have been obtained, directly to the Board for approval at their regular pre-scheduled Board meeting.

# **EXHIBIT K**

**WMI LIQUIDITY MANAGEMENT STANDARD*****Objectives***

The objective of liquidity management for Washington Mutual Inc. (WMI) is to prudently manage its ability to meet its financial obligations. The primary objectives in managing WMI's liquidity are to: ensure its capacity to honor debt when due, maintain the flexibility to promptly respond to other cash needs or opportunities, provide reliable support to operating subsidiaries, minimize the cost of debt and capital, and maintain the market's confidence that it can honor its debt.

This Standard outlines how these objectives will be achieved. The strategies developed under this Standard and its related procedures shall be consistent with the Asset and Liability Management Policy and its related standards. The strategies shall also comply with all legal and regulatory requirements.

Liquidity Management activities set forth in this Standard take place under Delegated Authority; Authorized Individuals may exercise the authority granted to them under this Standard without reference to a particular program approved by MRC, ALCO, so long as they remain within limits or constraints set forth in this Standard.

***Liquidity Risk Measures and Limits***

The following liquidity risk measures and limits are established to assess and monitor the adequacy of WMI's liquidity:

**Cash on Hand**

The primary liquid asset at WMI is cash on hand. As the most reliable liquid asset, a minimum daily cash balance of \$150.0 million is maintained to cover unexpected cash needs. Treasury will report any forecasted minimum daily cash balance less than \$250.0 million to provide early warning of potential breach of the minimum daily cash balance requirement of \$150.0 million.

**Net Short Term Position**

WMI maintains a sufficient amount of liquid assets to meet short-term liabilities. Cash, investment securities and cash and investment securities owned by non-bank WMI Subsidiaries are considered to be liquid assets. Commercial paper outstanding, term debt maturing in one year or less are both considered to be short term liabilities. The typical operating losses of WMI are also included in the definition of short term liabilities. A positive net short term position (liquid assets / short term liabilities  $\geq 100\%$ ) is maintained. A warning trigger of 110% will be used for reporting purposes to provide early warning of a potential breach of the net short term position.

**Commercial Paper Program**

The Commercial Paper program shall be managed such that 1) days to maturity for CP issuance shall not exceed 270 days, 2) the maximum amount of CP maturing in any consecutive five days shall not exceed \$250 million unless there are known net cash

inflows of a commensurate amount in the same period, and 3) the maximum amount of CP outstanding on any day shall not exceed the current CP program size of \$1 billion.

Refer to the Approved Instruments Standard for instrument specific limitations.

### ***Liquidity Strategy***

WMI will maintain a sufficient amount of liquid assets to meet its short term liabilities. The appropriate amount of liquidity is determined based on the nature of WMI's assets and liabilities, market conditions and risk tolerance levels. Monthly cash projections and ongoing review of potential changes in those projections are also performed to support the analysis of the appropriate level of liquidity and to enable us to anticipate rather than react to funding needs. Diversification of funding sources, reliability in terms of availability and commitment, and pricing volatility of funding alternatives are considerations in the selection of the optimal funding mix.

#### **Cash Flow Projections**

Cash flow projections shall be prepared on at least a monthly basis to enable liquidity planning. These projections will cover at least the next twelve months. The primary assumptions used for the cash flow projections are taken from the WMI consolidated monthly balance sheet, earnings forecast, dividend projections and debt service requirements.

#### **Cash Dividends**

The primary source of cash at WMI is dividend payments from the Banking Affiliates. These dividends are usually sufficient to meet the holding company's obligations. The Banking Affiliates' dividend capacity is constrained by regulatory capital ratios. The Banking Affiliates target their capital ratios to be above "well-capitalized" levels. The cash dividend payments are maximized each quarter after capital ratio targets are satisfied. WMI also receives dividends from its non-bank subsidiaries from time to time.

#### **Commercial Paper**

The commercial paper ("CP") program at WMI is used as a short term funding option when: (1) the need for funding is temporary or immediate; (2) the desired amount of the funding is too small to enter the long-term debt market; and (3) market conditions for debt issuance are not favorable. CP proceeds are used for general corporate purposes. The current size of the WMI CP program is \$1 billion.

#### **Other Unsecured Debt**

Term funding needs, such as occurs in conjunction with acquisitions or other strategic initiatives, are met through medium or long-term debt transactions. When term debt matures it will be paid off with subsidiary dividends, if possible, or new debt issuances will be executed. When issued, term debt maturities are laddered to reduce repricing risks. WMI maintains a well-known, seasoned issuer (WKSI) debt issuance shelf. The shelf is not limited by issuance or date. Other forms of unsecured debt may also be available, such as retail MTN's.

**Cash and Securities on Hand**

From time to time, it may be deemed prudent to keep additional liquidity sources on hand for foreseen or unforeseen events. Additional cash in the form of deposits or investment securities may be used for this purpose.

**Responsibilities****Asset/Liability Committee ("ALCO")**

The ALCO is responsible for approving funding strategies.

The ALCO and WMI BOD shall approve increases in the CP program size.

**Market Risk Committee ("MRC")**

The responsibility to oversee the administration of this Standard has been delegated to the ERM by the Finance Committee. The ERM has further delegated the responsibility to oversee the administration of this Standard to the MRC. The MRC shall (i) provide clear guidance to WMI management regarding the tolerance for liquidity risk, (ii) ensure that senior management takes steps to measure, monitor and control liquidity risk, (iii) periodically review information that is sufficient in timeliness and detail to allow it to understand and assess liquidity risk, (iv) periodically assess compliance with this Standard, including the established liquidity risk limits, and (v) approve exceptions and/or corrective actions to the risk limits.

The MRC shall be responsible for granting exceptions and approving remediation when the expected or actual net short term position is not positive.

**Liquidity Management Working Group ("LMWG")**

The LMWG is responsible for monitoring WMI's current and forecasted liquidity position and to recommend initiation of a Level 2 (Yellow) Action Plan if warranted by an increase or perceived increase in liquidity risk and variance from normal liquidity conditions.

The LMWG, along with Treasury management, is responsible for recommending changes to the Action Plan to ensure it remains in sync with Treasury processes and industry practices.

The LMWG is responsible for the review and approval of early warning triggers and to approve or recommend corrective actions.

The LMWG will review Treasury proposals and liquidity strategies that impact compliance with liquidity risk standards and/or target levels.

The LMWG will review and approve base and stress case scenario assumptions.

The LMWG will provide regular reporting of subcommittee proceedings to the MRC.

**Treasury Division**

Treasury shall recommend strategies to the ALCO and MRC for achieving wholesale funding and other liquidity objectives.

Treasury shall monitor, assess, and review strategies to manage and/or improve liquidity. Treasury shall also report such activities to ALCO and MRC on at least a monthly basis.

Treasury shall also be responsible for directing and implementing WMI's Liquidity Contingency Plan during a liquidity event.

Treasury is responsible for determining and ensuring that appropriate information is gathered, maintained and reported to the ALCO and the MRC, so that they may prudently evaluate WMI's liquidity.

Treasury is responsible for developing procedures to guide the development, implementation and performance measurement of wholesale funding strategies.

The actual daily cash balances will be monitored daily by Cash Management.

#### **Treasurer and/or CFO**

The Treasurer or CFO may grant exceptions when the forecasted WMI cash balance falls below \$150 million for 10 days or less. The Treasurer or CFO will notify the Chair of MRC of each exception granted. If the WMI cash balance will be below \$150 million for a longer period of time, the Treasurer or CFO will report the exception and remediation plan to the MRC.

#### **Authorized Individuals**

Please see the Authorized Individuals Standard for a listing of the individuals authorized to approve, and to execute and deliver documents relating to, transactions in permissible wholesale funding instruments up to established limits.

#### **Approved Instruments**

Instruments qualifying as acceptable for implementing wholesale funding strategies are limited to those documented in the Approved Instruments Standard. Please refer to the Approved Instruments Standard for a complete listing of authorized instruments, including any constraints or restrictions, and any related pre-acquisition requirements.

If a proposed funding vehicle has a structure that is different from those currently authorized, MRC approval will be required for the financing structure prior to execution. Please refer to the General Administration Standard for a description of the process and requirements for approval of new programs/products.

#### **Reporting**

##### **Finance Committees**

Treasury management is responsible for providing the Finance Committees with reporting on (i) the approved liquidity management activities in which WMI has engaged, (ii) the levels of market risk associated with the activities, (iii) the risk limits established by the applicable standards that relate to these activities, (iv) the extent of compliance with the liquidity risk limits, (v) decisions by the MRC to approve any exceptions and/or corrective actions, and (vi) any temporary exceptions granted by the ALCO.

**Market Risk Committee ("MRC")**

The MRC will receive the reports that are provided to the Finance Committees, described above.

Treasury management will present monthly updates to the MRC that summarize activity to date with explanations of any variances. These monthly updates will typically be in the reports that are provided jointly to the MRC and Finance Committees.

**Liquidity Management Working Group ("LMWG")**

The following information will be reported monthly to the LMWG by Treasury management:

- Cash on Hand
- Net short term position
- Cash flow projections for the next twelve months

**Asset/Liability Committee ("ALCO")**

Treasury management will provide periodic strategy presentations to ALCO concerning any changes to liquidity strategy for WMI and current market trends.

***Related Policies*****Corporate Credit Policy**

All transactions must be in compliance with the Corporate Credit Policy.

**Accounting Policy**

All transactions must be accounted for in accordance with the Corporate Accounting Policies which comply with generally accepted accounting principles ("GAAP").

**Banking Affiliates Transaction Policy**

All transactions with Banking Affiliates must be in compliance with their Policy on Transactions with Affiliates and Other Related Companies (which includes restrictions imposed by Sections 23A and 23B of the Federal Reserve Act and Regulation W of the Federal Reserve Board). See Appendix S-A for the policy and information about recordkeeping, fair market value and asset quality requirements.

***Exceptions***

In the event that the WMI cash balance is expected to or falls below \$150 million, the Treasurer will be notified immediately. The Treasurer may approve being below the target minimum for up to ten days during the month. In the event that the target minimum is not met for over ten days, MRC chair will be notified and a report of the daily cash balances will be taken to the next MRC with an explanation for any approved variances and an action plan. The MRC may grant an exception.

Any expected or actual exceptions to the positive net short term position forecasted within a 90 day period will be reported to the Treasurer and MRC chair immediately and to the MRC at



their next meeting with an explanation and proposal to remediate the potential shortfall. The MRC may grant an exception.

If the liquidity risk limits are breached beyond the granted exception period, management is required to recommend a plan of action to the MRC for consideration. Such a plan must outline the relevant consequences of any corrective measures that may be considered, including the alternative of maintaining the status quo. In evaluating each alternative, consideration will be given both to the liquidity risk limits and to the reasonableness of those limits. In determining the reasonableness of liquidity risk limits, factors to be reviewed and considered will include the economic environment, the likelihood of breaching the limits and WMI's ability to operate in a safe and sound manner. It is the responsibility of the MRC to determine whether to undertake any course of action.

In the event of an exception of such magnitude that quarterly earnings will be adversely affected by a material amount, an exception to a law or regulation, or an occurrence resulting in significant negative impact to reputation or customer goodwill, action will be recommended by the MRC for review by the Finance Committees either by special notice or at the next meeting.

# **EXHIBIT L**

Washington Mutual Inc.  
2008 Cash Flow (\$ in 000's)

	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	2008 Total
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual					
<b>Dividends</b>													
Dividends From WMG	0	0	0	0	0	0	0	0	0	0	0	0	0
Dividends to WMG Common Stockholders	0	0	0	0	0	0	0	0	0	0	0	0	0
Series K Preferred	0	0	(7,102)	0	0	(5,059)	0	0	(5,059)	0	(16,000)	0	(180,509)
Series K Preferred	0	0	(57,419)	0	0	(59,417)	0	0	(59,417)	0	0	(59,417)	(235,730)
<b>Other Service P &amp; I</b>													
Senior \$708.0M @ 4.375% due 1-15-08	(716,408)	0	0	0	0	0	0	0	0	0	0	0	(716,408)
Senior \$20.0M @ 3mL+0.15% due 3-20-08	0	0	(251,209)	0	0	0	0	0	0	0	0	0	(251,209)
Senior \$805.172M @ 4.0% due 1-15-09	(20,000)	0	0	0	0	0	(16,103)	0	0	0	0	0	(36,103)
Senior \$335.645M @ 3mL+1.5% due 08-24-09	0	0	(5,595)	0	(5,657)	0	0	(2,519)	0	0	(2,519)	0	(14,080)
Senior \$175.518M @ 3mL+0.30% due 1-15-10	(3,541)	0	0	(2,483)	0	0	(1,357)	0	0	(1,357)	0	0	(6,696)
Senior \$594.419M @ 4.2% due 1-15-10	(12,600)	0	0	0	0	0	(10,593)	0	0	0	0	0	(23,193)
Sub \$402.65M @ 25% due 4-1-10	0	0	0	(18,775)	0	0	0	0	0	(18,651)	0	0	(37,426)
Senior \$301.300M @ 5.5% due 5-24-11	0	0	(11,000)	0	0	0	0	(6,938)	0	0	0	0	(17,938)
Senior \$583.300M @ 3mL+0.30% due 3-22-12	0	0	(5,561)	0	0	(2,632)	0	0	(2,632)	0	0	0	(10,823)
Senior \$375.70M @ 5% due 3-25-12	0	0	0	0	0	0	0	(3,359)	0	0	0	0	(6,718)
Senior \$448.615M @ 3mL+40% due 09-17-12	0	0	(6,813)	0	0	(3,654)	0	0	(3,614)	0	0	0	(17,081)
Sub \$731.65M @ 4.625% due 2-1-14	0	0	0	(17,344)	0	0	0	0	0	(16,919)	0	0	(34,263)
Senior \$710.240M @ 3.55% due 01-15-17	0	0	(10,868)	0	0	0	0	0	(19,109)	0	0	0	(29,977)
Sub \$440.460M @ 7.25% due 11-1-17	0	0	0	0	(18,125)	0	0	0	0	0	(15,907)	0	(34,032)
Tax PERS \$1,500M @ 375% due 5-1-17	0	0	(15,453)	0	(15,453)	0	0	(15,453)	0	0	(15,453)	0	(61,812)
<b>Subtotal</b>	<b>(802,547)</b>	<b>(181,845)</b>	<b>(350,341)</b>	<b>(36,602)</b>	<b>(53,535)</b>	<b>(70,759)</b>	<b>(28,035)</b>	<b>(44,817)</b>	<b>(92,282)</b>	<b>(35,807)</b>	<b>(50,838)</b>	<b>(70,729)</b>	<b>(1,816,605)</b>
<b>Other Operating Activities</b>													
Other holding company cash flow	0	0	0	7,145,950	0	0	0	0	(322,000)	(40,000)	(40,000)	0	6,747,950
Master Notes with Co. 667	(65,000)	0	0	(10,000)	(40,000)	0	0	0	0	0	0	0	(115,000)
Net Tax Payments	(16)	1,938,810	(140,573)	256,522	(2,665)	100,525	0	600,000	304,938	10,000	10,000	10,000	3,077,939
Loans to bank subsidiaries	0	0	0	0	0	0	0	0	0	0	0	0	0
Intercompany Settlements	(3,809)	(1,925,189)	(35,309)	(3,021,103)	(130,540)	(32,286)	3,572	(26,597)	53,000	50,000	50,000	50,000	(4,974,652)
All Other	33,053	(24,834)	59,379	(36,609)	(49,487)	(103,464)	(2,314)	71,852	(25,000)	(25,000)	(25,000)	(25,000)	(167,504)
Capital Strategies	0	0	0	0	0	0	(2,000,000)	0	(500,000)	0	0	0	(2,500,000)
<b>Subtotal</b>	<b>(35,574)</b>	<b>(23,464)</b>	<b>(126,103)</b>	<b>(4,333,760)</b>	<b>(222,092)</b>	<b>(35,249)</b>	<b>(1,996,802)</b>	<b>(645,255)</b>	<b>(492,862)</b>	<b>(5,000)</b>	<b>(5,000)</b>	<b>35,000</b>	<b>(2,085,732)</b>
<b>Financing Activities</b>													
Commercial Paper Issued (Matured)	0	0	0	0	0	0	0	0	0	0	0	0	0
Red MTD	0	0	0	0	0	0	0	0	0	0	0	0	0
Stock Buyback/Debt Repurchase	(36,897)	(299,832)	0	(54,280)	(346,759)	(59,850)	0	0	0	0	0	0	(797,651)
New Debt/Equity Issuances	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Subtotal</b>	<b>(36,897)</b>	<b>(299,832)</b>	<b>0</b>	<b>(54,280)</b>	<b>(346,759)</b>	<b>(59,850)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(797,651)</b>
<b>Beginning Cash</b>	<b>4,364,467</b>	<b>3,409,449</b>	<b>3,004,367</b>	<b>2,516,923</b>	<b>6,796,801</b>	<b>5,134,015</b>	<b>5,968,127</b>	<b>3,841,262</b>	<b>4,541,730</b>	<b>3,950,365</b>	<b>3,908,478</b>	<b>3,852,636</b>	<b>4,364,467</b>
<b>Net Increase (Decrease) in Cash</b>	<b>(75,016)</b>	<b>(48,024)</b>	<b>(468,444)</b>	<b>(4,240,976)</b>	<b>(622,786)</b>	<b>(195,886)</b>	<b>(2,028,835)</b>	<b>(600,438)</b>	<b>(591,344)</b>	<b>(61,907)</b>	<b>(55,838)</b>	<b>(35,720)</b>	<b>(547,548)</b>
<b>Ending Cash</b>	<b>1,489,448</b>	<b>3,004,367</b>	<b>2,516,923</b>	<b>5,756,801</b>	<b>6,134,015</b>	<b>5,968,127</b>	<b>3,941,282</b>	<b>4,441,730</b>	<b>3,950,365</b>	<b>3,888,478</b>	<b>3,852,636</b>	<b>3,816,919</b>	<b>3,816,919</b>

5/13/2009

Washington Mutual Inc.													
2008 Cash Flow (\$ in 000's)													
	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	2008 Total
WMI Commercial Paper OS (<\$1,000mm)	0	0	0	0	0	0	0	0	0	0	0	0	0
Master Note Payable to WMI Inv. OS	127,000	127,121	627,438	617,438	561,671	562,685	563,766	564,075	564,975	564,975	564,975	564,975	564,975
Cash Collateral with FAMEB	0	0	0	0	6	0	0	0	70,000	70,000	70,000	70,000	70,000
Available Debt Shelf (Unlimited - WMI)	0	0	0	0	0	0	0	0	0	0	0	0	0
Liquidity Test													
Cash	3,561,485	3,076,029	2,566,626	6,821,149	6,200,322	6,334,145	4,007,413	4,606,067	3,650,365	3,506,478	3,852,639	3,816,919	3,816,919
Cash Collateral with WMI	0	0	0	0	0	0	0	0	70,000	70,000	70,000	70,000	70,000
Investment Securities	211,482	207,361	208,467	204,160	176,623	176,774	176,512	142,550	142,550	142,550	142,550	142,550	142,550
Cash @ WMI Inv. Corp	78,005	60,977	62,316	6,441	11,615	12,631	15,186	51,651	51,651	51,651	51,651	51,651	51,651
Investment Securities - PNMALC	0	0	0	0	0	0	0	0	0	0	0	0	0
Advance to Bank Subs	0	0	0	0	0	0	0	0	0	0	0	0	0
Commercial Paper OS	2	0	0	0	0	0	0	0	0	0	0	0	0
Term Debt Maturity in Tr	(1,237,021)	(1,066,942)	(625,702)	(625,702)	(605,172)	(605,172)	(605,172)	(1,463,817)	(1,163,817)	(1,163,817)	(1,163,817)	(1,163,817)	(1,163,817)
Holding Company Income (Loss)	(571,575)	(643,172)	(542,507)	(542,507)	(707,267)	(692,917)	(647,339)	(616,301)	(616,301)	(616,301)	(616,301)	(616,301)	(616,301)
Net Short-term Position	2,043,442	1,814,854	1,491,223	5,667,551	4,876,491	4,723,768	2,746,600	3,016,176	2,431,468	2,389,561	2,331,722	2,298,002	2,298,002
	217.62%	218.61%	208.99%	514.23%	422.55%	415.65%	288.09%	269.32%	236.36%	234.01%	230.88%	230.88%	228.88%

5/13/2009

# **EXHIBIT M**

Goldman, Sachs & Co. | 85 Broad Street | New York, NY 10004

Washington Mutual Inc.  
1201 Third Avenue  
15th Floor  
Seattle, WA 98101



Attn:

Invoice #

0001-2004020

**Goldman, Sachs & Co.**

\*\*\* Please quote Invoice number on all payments and remit to the attention of Allen Rodriguez \*\*\*

Please wire funds to:

CITIBANK  
111 Wall St  
NY, NY 10043

Swift Code: CITIUS33  
ABA# 021000089  
A/C #: 30631962  
Attention: Allen Rodriguez

September 24, 2008	For financial advisory services rendered pursuant to engagement letter dated September 24, 2008.	\$ 3,000,000.00
	Expenses	56,827.50
	<b>TOTAL</b>	<b>\$ 3,056,827.50</b>
		Payable upon Receipt

New York London Tokyo Hong Kong Boston Chicago Dallas Detroit Frankfurt Houston Los Angeles Memphis Montreal Paris Philadelphia San Francisco Singapore Sydney Taipei Toronto Zurich Atlanta Buenos Aires Georgetown  
Johannesburg Manila Porto Mexico City Miami Milan Princeton Stockholm Tampa Vancouver

**MORGAN STANLEY**

MORGAN STANLEY & CO.  
INCORPORATED  
1585 BROADWAY  
NEW YORK, NEW YORK 10036

Job No. **W37B013**

September 23, 2008

Mr. Robert Williams  
Senior Vice President and Treasurer  
Washington Mutual, Inc.  
Washington Mutual Bank  
1301 Second Avenue  
Seattle, WA 98101

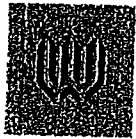
No. M12510

For financial advisory services rendered in connection with the engagement letter dated September 23, 2008	\$ 3,000,000.00
Funds should be wired to the following account:  Please wire U.S. Dollars only. Citibank NYC Account: Morgan Stanley & Co. Account # 406-72-442 ABA # 021-000089 Reference # W37B013  Payments by check should be sent via overnight delivery. All checks must be addressed to MR. FRED GONFIANTINI Morgan Stanley & Co. Inc. One New York Plaza, 4th floor, New York, NY 10004	
<b>Total Amount Due</b>	<b><u>\$ 3,000,000.00</u></b>

CLIENT COPY

# **EXHIBIT N**





**WaMu®**

**MEMORANDUM**

**DATE:** August 14, 2008  
**TO:** Board of Directors of Washington Mutual Bank fsb  
**FROM:** Peter Frellinger, Senior Vice President  
**RE:** Project Fillmore - Decapitalization of WMB fsb

---

**Action Requested:** Approve the proposed capital distribution not to exceed \$20 billion from Washington Mutual Bank fsb to Pike Street Holdings.

**Summary:** Since the execution of Project Jefferson in February 2004, WMB fsb has generated a large amount of excess cash through asset sales, funding transactions and net income. WMB fsb has lent the excess funds to Washington Mutual Bank through a master note arrangement. The master note with WMB is not a qualified thrift asset. In the past WMB fsb had deployed the excess funds on the master note by purchasing loans or securities, in a tax efficient manner, from WMB. The loans or securities are pledged to secure additional funding which then grosses up the balance sheet of WMB fsb. The balance sheet of WMB fsb, since 2004, has grown from approximately \$30 billion to \$47 billion.

We propose to decapitalize WMB fsb by returning \$20 billion of capital to its parent. The \$20 billion will include the master note of approximately \$7 billion, proceeds from \$3.5 billion of Discount Notes and cash generated through additional wholesale deposits and advances from FHLB Seattle. We propose the payment of at least \$10 billion by September 30, 2008 and the remaining \$10 billion through December 2009.

The net balance sheet of WMB fsb will be approximately \$34 billion to \$36 billion after Project Fillmore. The leverage ratio will decrease to 25% from 62%. A well-capitalized institution requires an 8% or higher leverage ratio.

The benefits at the WMB fsb entity level are:

Allows maximization of funding without negatively affecting the QTL

Page 2

QTL will be increased to over 90% on a long-term basis

Distribution of excess capital will allow normal balance sheet management

**Glossary:** Under the Qualified Thrift Lender test, an institution must hold qualified thrift assets equal to at least 65 percent of its portfolio assets. Loans and MBS are qualified thrift assets. The master note between WMB fsb and WMB is not a qualified thrift asset.

Docket Number: 11905

**OFFICE OF THRIFT SUPERVISION**  
**NOTICE OR APPLICATION FOR CAPITAL DISTRIBUTION**

Office of Thrift Supervision  
Applications Unit  
2001 Junipero Serra Boulevard, Suite 650  
Daly City, CA 94014-1976

Date of Filing: August 15, 2008

We, the undersigned executive officer and secretary, prior to the resolution of a majority of the members of the board of directors, of:

Washington Mutual Bank fsb  
Savings Institution Name

6250 N Sagewood Drive, Park City, UT 84098  
Street Address of Savings Institution (include City, State and Zip Code)

(hereinafter the Institution), hereby provide \_\_\_\_\_ notice / x application (select one) to the Office of Thrift Supervision (OTS) that the Institution intends to issue a capital distribution in an amount not to exceed \$20,000,000,000 (3<sup>rd</sup> and 4<sup>th</sup> Quarter Capital Distribution), pursuant to 12 C.F.R. Section 563.140, and do hereby certify:

1. That to the best of our belief, the institution x qualifies / \_\_\_\_\_ does not qualify (select one) for expedited treatment, pursuant to 12 C.F.R. Section 563.143 and 516.25(a);
2. That the Institution has attached any additional information required, pursuant to 12 C.F.R. Section 563.146; and
3. That we are aware that the OTS may request additional information required or may impose conditions for the distribution of capital and may determine that such distribution does not comply with the requirements of 12 C.F.R. Section 563.143.

  
Senior Vice President

  
Secretary

\_\_\_\_\_  
Date of Receipt by OTS

cc: Darrel Dochow  
Penny Marshall

Enclosures

OTS Form 1583

Washington Mutual Bank fsb  
Capital Distribution - Income Limitation  
8/15/2008

Objective: To determine if an application with the OTS of the proposed Dividend is required in accordance with the income limitation set forth in Sec. 563.143 of 12 CFR.

		(dollars in millions)
<b>2008 Capital Distribution:</b>		
In-kind dividend paid on credit card receivables -- 1st quarter in-kind dividend	\$	29.3
Proposed cash dividend on common stock: -- 3rd Quarter Common Dividend		750.0
Proposed cash dividend -- 3rd and 4th Quarter Capital Distribution		<u>20,000.0</u>
<b>Total</b>		<b><u>\$ 20,779.3</u></b>
<b>Income Limitation:</b>		
Net income for 2006 & 2007	\$	1,969.0
2006 and 2007 capital distributions		<u>(2,692.0)</u>
2006 and 2007 retained net income		(723.0)
Estimated net income through year-to-date December 31, 2008		<u>606.9</u>
<b>Total</b>		<b><u>\$ (116.1)</u></b>
<b>Deficit</b>		<b><u>\$ (20,895.4)</u></b>

Does the total amount of capital distributions for 2008 exceed net income for 2008 plus retained net income for the years 2006 and 2007?

Yes

Conclusion: Application for OTS approval of the proposed Dividends is required in accordance with the above income limitation set forth in Sec. 563.143 of 12 CFR.

WM:Confidential

**Washington Mutual Bank fsb**  
**Leverage Capital Ratio**  
(dollars in thousands)

**Per Capital Projection (Attached)**

	Projected <u>9/30/08</u>	Projected <u>12/31/08</u>
Regulatory Assets	\$ 39,024	\$ 36,425
Tier 1 Capital	16,133	9,339
Leverage Capital Ratio	41.34%	25.64%
"Adequately Capitalized" Minimum Capital Ratio	4.00%	4.00%
"Well-Capitalized" Minimum Capital Ratio	5.00%	5.00%

\\SEA\_REG\_RPT\GID\dividends\2008\3Q08\fsb\OTS\fsb3qand4q08Forecast(Ratios.XLS)\Risk Based

08/15/2008 8:12 AM

**Washington Mutual Bank fsb**  
**Total Risk-Based Capital Ratio**  
(dollars in thousands)

	Per Capital Projection (Attached)	
	Projected <u>9/30/08</u>	Projected <u>12/31/08</u>
Risk-Weighted Assets	\$ 20,213	\$ 18,877
Risk-Based Capital	16,163	9,369
Total Risk-Based Capital Ratio	79.96%	49.63%
"Adequately Capitalized" Minimum Capital Ratio	8.00%	8.00%
"Well-Capitalized" Minimum Capital Ratio	10.00%	10.00%

I:\SEA\_REG\_RPTG\Dividends\2008\3Q08\wb\OTS\fsb3qand4q08Forecast\Ratios.XLS\Risk Based

08/15/2008 8:12 AM

# **FSB Capital Projections**

	Q1-2008	Q2-2008	Q3-2008	Q4-2008	Q1-2009	Q2-2009	Q3-2009	Q4-2009
Beginning GAAP Equity	29,454,169	29,230,275	29,229,987	15,151,978	8,357,989	8,486,515	8,630,377	8,767,087
Earnings	257,615	71,448	171,970	106,011	128,526	143,861	136,710	131,135
Preferred Dividends	0	0	0	0	0	0	0	0
Change in AFS Valuation Reserve	(574,071)	(64,498)	(189,979)	0	0	0	0	0
Other Capital Movement	92,562	(7,238)	(100,000)	(100,000)	0	0	0	0
Hybrids Outstanding	0	0	0	0	0	0	0	0
Qualifying Subdebt Outstanding	0	0	0	0	0	0	0	0
Transactions								
Intercompany Dividends to/from	0	0	(13,950,000)	(6,800,000)	0	0	0	0
Hybrids Called/Matured	0	0	0	0	0	0	0	0
Hybrids Issued	0	0	0	0	0	0	0	0
Subordinated Debt Issued	0	0	0	0	0	0	0	0
Ending Capital								
GAAP Equity	29,230,275	29,229,987	15,151,978	8,357,989	8,486,515	8,630,377	8,767,087	8,896,222
Tangible Capital Adj: FAS 115/133	(716,586)	(781,084)	(981,063)	(981,063)	(981,063)	(981,063)	(981,063)	(981,063)
Goodwill and Other Intangibles	109	109	109	109	109	109	109	109
Other Tangible Adjustments	0	14	14	14	14	14	14	14
Tangible Equity	29,946,752	30,010,948	15,132,918	9,338,929	9,467,455	9,811,317	9,748,027	9,879,162
Regulatory Capital Adjmts	0	0	0	0	0	0	0	0
Qualifying Hybrids	0	0	0	0	0	0	0	0
Total Tier 1 Capital	29,946,752	30,010,948	15,132,918	9,338,929	9,467,455	9,811,317	9,748,027	9,879,162
Qualifying Loan Loss Reserves	85,612	65,032	64,791	64,791	64,791	64,791	64,791	64,791
Other Adjustments	(30,189)	(34,728)	(34,728)	(34,728)	(34,728)	(34,728)	(34,728)	(34,728)
Total Risk Based Capital	29,996,175	30,041,252	15,162,981	9,368,982	9,497,518	9,841,379	9,778,090	9,909,225
Total GAAP Assets (Ending)	43,637,613	45,325,861	36,727,235	34,128,788	32,629,383	30,957,767	29,410,399	28,045,797
Total Adjusted GAAP Assets	44,300,505	46,048,007	37,448,381	34,849,944	33,250,529	31,688,913	30,131,545	28,767,944
Pretax SFAS 115	(1,150,688)	(1,254,236)	(1,575,355)	(1,575,355)	(1,575,355)	(1,575,355)	(1,575,355)	(1,575,355)
Goodwill & Other Intangibles	109	109	109	109	109	109	109	109
Tangible Assets (Ending)	44,788,192	46,580,988	38,302,480	35,704,043	34,104,628	32,543,012	30,985,645	29,622,043
Regulatory Asset Adjustments	0	0	0	0	0	0	0	0
Other Adjustments	0	0	0	0	0	0	0	0
Total RAP Assets	45,451,084	47,302,134	39,023,626	36,425,189	34,825,775	33,264,159	31,706,791	30,343,188
Risk-based Assets	18,944,675	18,140,959	20,213,228	18,876,617	18,014,018	17,150,495	16,243,042	15,439,933
RWA/Total Assets	43.4%	40.0%	55.0%	55.3%	55.4%	55.4%	55.2%	55.1%
Regulatory Capital Ratios:								
Leverage (>6.00%)	65.89%	63.45%	41.34%	25.64%	27.19%	28.89%	30.74%	32.56%
Total Capital/Risk-based (>11.00%)	159.34%	165.60%	79.96%	49.63%	52.72%	56.22%	60.20%	64.18%
Tier 1 Capital/Risk-based assets	157.88%	165.24%	76.64%	49.29%	52.36%	55.84%	59.80%	63.76%

# **EXHIBIT O**



## REVOLVING MASTER NOTE

Seattle, Washington

March 7, 2007

FOR VALUE RECEIVED, the undersigned, Washington Mutual Bank (the "Borrower"), promises to pay to the order of Washington Mutual Bank fsb ("Lender"), on demand (the "Maturity Date"), the principal sum of all amounts lent to the Borrower by the Lender as from time to time evidenced on the Lender's general accounting ledger as described more fully in Section 1 of this Note, of such lesser amount as shall equal the aggregate unpaid principal amount of loans (the "Loans") hereunder, together with interest on the unpaid principal amount of outstanding Loans hereunder at a variable rate of interest as provided herein. Principal and interest shall be payable in lawful money of the United States, in immediately available funds. The Borrower agrees and acknowledges that this is an uncommitted revolving credit facility and that the Lender may in its sole discretion limit the amount of Loans it is willing to make to the Borrower. Any such limit, which may be temporary, is referred to herein as the "Commitment." As of the date of this Note, the Commitment is \$15,000,000,000.00.

1. Loans. From time to time, on any business day prior to the Maturity Date, the Borrower may request the Lender to make Loans to the Borrower for purposes of funding the Borrower's working capital and other operational requirements. Requests for Loans (including the amount of any Loans and the date on which such Loan (or Loans) is (or are) to be made) may be made by the Borrower as from time to time agreed by the Borrower and the Lender. Unless the parties shall otherwise agree, all Loans made by the Lender to the Borrower under the terms of this Note shall be reflected solely on the general accounting ledger used by each of them (or such other accounting system as may from time to time be used by either Borrower or Lender). Additionally, each of the Borrower and the Lender agree that the Lender's accounting staff will be solely responsible for maintaining a record evidencing all Loans made by the Lender to the Borrower under this Note, as well as repayments of Loans made by the Borrower to the Lender. The Lender and the Borrower agree that the Lender's accounting records with respect to all such Loans and repayments shall be conclusive and binding on the Borrower and the Lender, absent manifest error; provided, that the Lender's failure to make any such recordation, or any error in such recordation, shall not affect the Borrower's obligation to repay any Loans made to the Borrower in accordance with the terms of this Note.

2. Revolving Commitment. Prior to the Maturity Date, the Borrower may borrow, repay and re-borrow Loans hereunder, provided, however, that no loan shall be made hereunder if, after giving effect thereto, the aggregate principal amount of all outstanding Loans exceeds the Commitment, if any. To the extent permitted by applicable law or regulation, the Borrower and the Lender agree that the Maturity Date applicable to Loans made by the Lender to the Borrower under this Note, if any, shall be automatically extended unless the Lender shall otherwise determine in its sole discretion.

3. Interest. Loans shall bear interest at a per annum rate equal to the one-month average LIBOR interest rate. For purposes of this Note, "one-month average

LIBOR interest rate shall be the rate reported as the one-month London Interbank Offered Rate as reported on the Bloomberg Financial Markets L.B. screen "B.F.M.M." or on any successor or substitute of such service, providing rate quotations comparable to those currently provided on such page of such service, as from time to time determined by the Lender for purposes of providing quotations of interest rates applicable to United States Dollar deposits in the London interbank market) as from time to time determined by the Lender. If the one-month LIBOR interest rate shall not be available at such time for any reason, then the one-month LIBOR interest rate shall be a rate determined by the Lender exercising reasonable discretion. Interest on all Loans outstanding under this Note shall be calculated based on the principal amount of Loans during each month shall be capitalized monthly and shall be calculated on the basis of a year of 365 or 366 days as the case may be and paid for the actual number of days elapsed.

#### 4. Principal

(a) This Note may be prepaid in whole or in part from time to time without penalty or premium.

(b) If the aggregate principal amount of all outstanding Loans at any time exceeds the amount of the Commitment, if any, the Borrower shall immediately prepay a portion of the principal hereof, together with accrued interest, so that following such prepayment the aggregate principal balance of all outstanding Loans is less than the Commitment, if any.

(c) The entire unpaid principal balance of this Note, plus all accrued and unpaid interest, shall be due and payable on the Maturity Date.

#### 5. Application

Payments on this Note shall be applied (i) first, to the payment of accrued interest, (ii) second, at the option of the Lender, to the payment of any other nonprincipal amounts owed hereunder and (iii) third, to the reduction of the principal of this Note.

#### 6. Miscellaneous

(a) The Borrower also promises to pay all costs of collection, including attorneys' fees, which may be incurred in the collection or enforcement of this Note, or any portion thereof, with or without suit on appeal or through bankruptcy or other judicial proceedings. The Borrower hereby waives diligence, presentment, protest, demand and notice of every kind and, to the full extent permitted by law, the right to plead any statute of limitations as a defense to any demand hereunder, or to insist upon prompt compliance with the terms hereof. No failure or delay on the part of the Lender in the exercise of any right, power or privilege under this Note shall affect the Borrower's obligations under this Note or constitute a waiver of any term thereof.

(b) This Note shall be governed by the laws of the State of Washington.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND  
CREDIT, OR TO FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE  
NOT ENFORCEABLE UNDER WASHINGTON LAW.

WASHINGTON MUTUAL BANK

By



Name: Robert W. Williams

Its: Treasurer and Senior Vice President

149917.1

Schedule of Loans

149917.1

# **EXHIBIT P**

**Koh, Rolando V.**

---

**From:** Sumulong, Carlos H.  
**Sent:** Wednesday, December 12, 2007 3:35 PM  
**To:** Koh, Rolando V.  
**Cc:** Suzuki, Dennis M.  
**Subject:** DDA Transfer Requests

Rolando,

The dda transfer requests for Dec.13 are as follows:

Debit DDA ACCT# 179-1650667=\$8,865,013.39  
Credit Co.1 GL 52915 CC 9331= 8,865,013.39

Debit DDA ACCT# 179-1650667=\$186,438.82  
Credit Co.2 GL 52915 CC 9331 = 186,438.82

The IC account settlements thru master note accounts for Dec.13 are as follows:

DR 40/20601/9909=\$33,622,948.98  
CR 02/45798/9909= 33,622,948.98

DR 02/45798/9909=\$18,742,451.18  
CR 40/20601/9909= 18,742,948.98

**Koh, Rolando V.**

---

**From:** Sumulong, Carlos H.  
**Sent:** Wednesday, July 25, 2007 8:42 AM  
**To:** Koh, Rolando V.  
**Cc:** Suzuki, Dennis M.; Vasallo, Elenita  
**Subject:** DDA transfer requests

Rolando,  
The DDA transfer requests for July 26 are as follows:

From Co.1 GL 52915 CC 9331=\$5,154,713.30  
To DDA ACCT# 179-165066-7 = 5,154,713.30

From Co.2 GL 52915 CC 9331=\$7,484,881.00  
To DDA ACCT# 179-165066-7 = 7,484,881.00

The IC settlements thru master note accounts for July 26 are as follows:

DR 40/20601/9909=\$12,821,880.06  
CR 02/45798/9909= 12,821,880.06

DR 40/20601/9909=\$7,520,416.89  
CR 02/45798/9909= 7,520,416.89

**Koh, Rolando V.**

---

**From:** Sumulong, Carlos H.  
**Sent:** Tuesday, May 15, 2007 4:29 PM  
**To:** Koh, Rolando V.  
**Cc:** Suzuki, Dennis M.; Ryason, Tawnya  
**Subject:** DDA transfer requests

Rolando,  
The DDA Transfer Requests for May 17 are as follows:

From Co.1 GL 52915 CC 9331=\$2,471,968.90  
To DDA ACCT# 179-165066-7 = 2,471,968.90

From DDA ACCT# 179-165066-6 =\$750.93  
To Co.2 GL 52915 CC 9331 = 750.93

The inter-company accounts settlements on May 17 thru master note accounts are:

DR 40/20601/9909=\$7,914,903.70  
CR 02/45798/9909= 7,914,903.70

DR 40/20601/9909=\$14,003,028.50  
CR 02/45798/9909= 14,003,028.50



**Koh, Rolando V.**

---

**From:** Sumulong, Carlos H.  
**Sent:** Tuesday, May 08, 2007 5:00 PM  
**To:** Koh, Rolando V.  
**Cc:** Suzuki, Dennis M.; Vasallo, Elenita  
**Subject:** DDA Transfer Requests

Rolando,  
The DDA Transfer Requests for May 10 are as follows:

From Co.1 GL 52915 CC 9331=\$5,667,235.25  
To DDA ACCT# 179-165066-7 = 5,667,235.25

From Co.2 GL 52915 CC 9331=\$655,108.56  
To DDA ACCT# 179-165066-6 = 655,108.56

The inter-company accounts settlements on May 10 thru master note accounts are:

DR 40/20601/9909=\$19,548,021.50  
CR 02/45798/9909= 19,548,021.50

DR 40/20601/9909=\$25,096,316.65  
CR 02/45798/9909= 25,096,316.65

**Koh, Rolando V.**

---

**From:** Sumulong, Carlos H.  
**Sent:** Tuesday, February 06, 2007 3:54 PM  
**To:** Koh, Rolando V.  
**Cc:** Suzuki, Dennis M.; Ryason, Tawnya  
**Subject:** DDA Transfer requests

Rolando,  
The dda transfer requests for Feb.8 are as follows:

DDA Transfer Requests:

From DDA ACCT # 179-165066-7=\$22,629,157.05  
To Co.2 GL 52915 CC 9331 = 22,629,157.05

From Co.2 GL 52915 CC 9331=\$993,089.26  
To DDA ACCT # 179-165066-7= 993,089.26

The inter-company accounts settlements on Feb.8 thru master note accounts are as follows:

DR 40/20601/9909=\$28,948,638.09  
CR 02/45798/9909= 28,948,638.09

DR 40/20601/9909=\$72,523,285.99  
CR 02/45798/9909= 72,523,285.99

# EXHIBIT Q



# Washington Mutual

## REQUEST FOR CONTRIBUTION

(Contributing Entity: Only WMI, WMB or WMFSB)

Approved: \_\_\_\_\_

Thomas W. Casey, CFO

Date: September 10, 2008

### General Information

Contribution Recipient: Washington Mutual Bank (WMB)

GL Co. No.: 002

Requester/Segment  
(Name/phone no.): Jessica Jaeger / 206-554-8550

Amount: \$500 million

Contributing Entity  
(WMI, WMB or WMFSB): Washington Mutual, Inc.

GL Co. No.: 070

Contribution Payment Date: On or before September 15, 2008

Proposal/Purpose: WMI will contribute \$500 million funds to WMB in exchange for equity. The contribution to WMB will be used to provide capital protection at WMB for potential credit uncertainties.

### Approvals Required

#### Department

	Name	Approved By (by email)
Legal:	Andrea Radosevich	Approved
Tax:	Jack Read	Approved
Controllers:	Pat Fournier	Approved
Treasury:	Peter Freilinger	Approved

### Instructions

1. Complete the General Information as completely as possible. Be as detailed as possible with the Proposal/Purpose description (i.e., why the contribution is being requested, what it will be used for, is it a one-time request or ongoing, etc).
2. Present the Request for Contribution to each of the following department representatives for approval (via email):
  - Legal: Andrea Radosevich or Susan Taylor and Trish Johnson
  - Tax: Tim Cleary or Laurie Hanson
  - Controllers: Maruk Ghadlali or Pat Fournier
  - Treasury: Peter Freilinger or Patricia Schulte
3. Upon receipt of approval from all parties, please email the fully approved request to Trish Johnson in Legal. Please include all approvals when sending your request to Legal.
4. Legal will prepare and circulate for execution the legal documentation required to authorize the contribution and will forward the approval to the requesting party, Entity Accounting, Tax and Treasury. Alternatively, if preferred, the requestor can present the dividend request, once all departmental approvals have been obtained, directly to the Board for approval at their regular pre-scheduled Board meeting.

**Johnson, Trish M.**

---

**From:** Radosevich, Andrea  
**Sent:** Monday, August 25, 2008 10:13 AM  
**To:** Jaeger, Jessica; Freilinger, Peter; Taylor, Susan R.; Read, Jack; Cleary, Tim; Cox, Rosa K.; Stephen, Paul S.; Fournier, Patricia A.; Schulte, Patricia  
**Cc:** Wu, Vicky; Logan, Doreen; Stearns, Steve; Bjorklund, Bob; Winder, Brandon J.; Johnson, Trish M.; Noblezada, Yolanda B.; Roe, Thomas C.  
**Subject:** RE: APPROVAL REQUIRED: CONTRIBUTION REQUEST FORM\_WMI to WMB (\$500 million)\_082008.DOC

Approved

Andrea Radosevich  
First Vice President & Senior Counsel

Washington Mutual  
1301 Second Avenue, WMC3501  
Seattle, WA 98101

206.500.5441 direct, 206.377.2840 fax  
andrea.radosevich@wamu.net

This communication may contain privileged or other confidential information. If you have received it in error, please advise the sender by reply email and immediately delete the message and any attachments without copying or disclosing the contents. Thank you.

---

**From:** Jaeger, Jessica  
**Sent:** Monday, August 25, 2008 6:20 AM  
**To:** Freilinger, Peter; Radosevich, Andrea; Taylor, Susan R.; Read, Jack; Cleary, Tim; Cox, Rosa K.; Stephen, Paul S.; Fournier, Patricia A.; Schulte, Patricia  
**Cc:** Wu, Vicky; Logan, Doreen; Stearns, Steve; Bjorklund, Bob; Winder, Brandon J.; Johnson, Trish M.; Noblezada, Yolanda B.; Roe, Thomas C.  
**Subject:** APPROVAL REQUIRED: CONTRIBUTION REQUEST FORM\_WMI to WMB (\$500 million)\_082008.DOC

All -

Please approve the attached capital contribution for \$500 million from WMI to WMB as soon as possible. The contribution will provide additional capital protection at WMB for credit uncertainties.

<< File: CONTRIBUTION REQUEST FORM\_WMI to WMB (\$500 million)\_082008.DOC >>  
Please reply to all when you send email approval.

Thank you!

**Jessica Jaeger**  
Washington Mutual | Structured Entity Management  
1301 2nd Avenue | WMC1410  
Seattle, WA 98101  
Phone: 206-854-8550  
Fax: 206-302-4491

**CONFIDENTIALITY NOTICE:** This e-mail message, including all attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. If you are not the intended recipient, you may NOT use, disclose, copy, or disseminate this information. Please contact the sender by reply e-mail immediately and destroy all copies of the original message including all attachments. Your cooperation is greatly appreciated.

**Johnson, Trish M.**

---

**From:** Read, Jack  
**Sent:** Monday, August 25, 2008 7:13 AM  
**To:** Jaeger, Jessica; Freilinger, Peter; Radosevich, Andrea; Taylor, Susan R.; Cleary, Tim; Cox, Rosa K.; Stephen, Paul S.; Fournier, Patricia A.; Schulte, Patricia  
**Cc:** Wu, Vicky; Logan, Doreen; Stearns, Steve; Bjorklund, Bob; Winder, Brandon J.; Johnson, Trish M.; Noblezada, Yolanda B.; Roe, Thomas C.  
**Subject:** Re: APPROVAL REQUIRED: CONTRIBUTION REQUEST FORM\_WMI to WMB (\$500 million)\_082008.DOC

Approved  
Regards,

Jack

C. Jack Read, SVP - Corporate Tax  
Washington Mutual

----- Original Message -----

**From:** Jaeger, Jessica  
**To:** Freilinger, Peter; Radosevich, Andrea; Taylor, Susan R.; Read, Jack; Cleary, Tim; Cox, Rosa K.; Stephen, Paul S.; Fournier, Patricia A.; Schulte, Patricia  
**Cc:** Wu, Vicky; Logan, Doreen; Stearns, Steve; Bjorklund, Bob; Winder, Brandon J.; Johnson, Trish M.; Noblezada, Yolanda B.; Roe, Thomas C.  
**Sent:** Mon Aug 25 06:19:37 2008  
**Subject:** APPROVAL REQUIRED: CONTRIBUTION REQUEST FORM\_WMI to WMB (\$500 million)\_082008.DOC

All -

Please approve the attached capital contribution for \$500 million from WMI to WMB as soon as possible. The contribution will provide additional capital protection at WMB for credit uncertainties.

<<CONTRIBUTION REQUEST FORM\_WMI to WMB (\$500 million)\_082008.DOC>> Please reply to all when you send email approval.

Thank you!

Jessica Jaeger  
Washington Mutual | Structured Entity Management  
1301 2nd Avenue | WMC1410  
Seattle, WA 98101  
Phone: 206-554-8550  
Fax: 206-302-4491

CONFIDENTIALITY NOTICE: This e-mail message, including all attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. If you are not the intended recipient, you may NOT use, disclose, copy, or disseminate this information. Please contact the sender by reply e-mail immediately and destroy all copies of the original message including all attachments. Your cooperation is greatly appreciated.

**Johnson, Trish M.**

---

**From:** Fournier, Patricia A.  
**Sent:** Monday, August 25, 2008 8:41 AM  
**To:** Jaeger, Jessica; Freilinger, Peter; Radosevich, Andrea; Taylor, Susan R.; Read, Jack; Cleary, Tim; Cox, Rosa K.; Stephen, Paul S.; Schulte, Patricia  
**Cc:** Wu, Vicky; Logan, Doreen; Stearns, Steve; Bjorklund, Bob; Winder, Brandon J.; Johnson, Trish M.; Noblezada, Yolanda B.; Roe, Thomas C.  
**Subject:** RE: APPROVAL REQUIRED: CONTRIBUTION REQUEST FORM\_WMI to WMB (\$500 million)\_082008.DOC

Approved

---

**From:** Jaeger, Jessica  
**Sent:** Monday, August 25, 2008 6:20 AM  
**To:** Freilinger, Peter; Radosevich, Andrea; Taylor, Susan R.; Read, Jack; Cleary, Tim; Cox, Rosa K.; Stephen, Paul S.; Fournier, Patricia A.; Schulte, Patricia  
**Cc:** Wu, Vicky; Logan, Doreen; Stearns, Steve; Bjorklund, Bob; Winder, Brandon J.; Johnson, Trish M.; Noblezada, Yolanda B.; Roe, Thomas C.  
**Subject:** APPROVAL REQUIRED: CONTRIBUTION REQUEST FORM\_WMI to WMB (\$500 million)\_082008.DOC

All -

Please approve the attached capital contribution for \$500 million from WMI to WMB as soon as possible. The contribution will provide additional capital protection at WMB for credit uncertainties.

<< File: CONTRIBUTION REQUEST FORM\_WMI to WMB (\$500 million)\_082008.DOC >>  
Please reply to all when you send email approval.

Thank you!

**Jessica Jaeger**  
Washington Mutual | Structured Entity Management  
1301 2nd Avenue | WMC1410  
Seattle, WA 98101  
Phone: 206-554-8550  
Fax: 206-302-4491

CONFIDENTIALITY NOTICE: This e-mail message, including all attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. If you are not the intended recipient, you may NOT use, disclose, copy, or disseminate this information. Please contact the sender by reply e-mail immediately and destroy all copies of the original message including all attachments. Your cooperation is greatly appreciated.

**Johnson, Trish M.**

---

**From:** Freilinger, Peter  
**Sent:** Monday, August 25, 2008 6:25 AM  
**To:** Jaeger, Jessica; Radosevich, Andrea; Taylor, Susan R.; Read, Jack; Cleary, Tim; Cox, Rosa K.; Stephen, Paul S.; Fournier, Patricia A.; Schulte, Patricia  
**Cc:** Wu, Vicky; Logan, Doreen; Stearns, Steve; Bjorklund, Bob; Winder, Brandon J.; Johnson, Trish M.; Noblezada, Yolanda B.; Roe, Thomas C.  
**Subject:** Re: APPROVAL REQUIRED: CONTRIBUTION REQUEST FORM\_WMI to WMB (\$500 million)\_082008.DOC

Approved.

----- Original Message -----

**From:** Jaeger, Jessica  
**To:** Freilinger, Peter; Radosevich, Andrea; Taylor, Susan R.; Read, Jack; Cleary, Tim; Cox, Rosa K.; Stephen, Paul S.; Fournier, Patricia A.; Schulte, Patricia  
**Cc:** Wu, Vicky; Logan, Doreen; Stearns, Steve; Bjorklund, Bob; Winder, Brandon J.; Johnson, Trish M.; Noblezada, Yolanda B.; Roe, Thomas C.  
**Sent:** Mon Aug 25 06:19:37 2008  
**Subject:** APPROVAL REQUIRED: CONTRIBUTION REQUEST FORM\_WMI to WMB (\$500 million)\_082008.DOC

All -

Please approve the attached capital contribution for \$500 million from WMI to WMB as soon as possible. The contribution will provide additional capital protection at WMB for credit uncertainties.

<<CONTRIBUTION REQUEST FORM\_WMI to WMB (\$500 million)\_082008.DOC>> Please reply to all when you send email approval.

Thank you!

Jessica Jaeger  
Washington Mutual | Structured Entity Management  
1301 2nd Avenue | WMC1410  
Seattle, WA 98101  
Phone: 206-554-8550  
Fax: 206-302-4491

**CONFIDENTIALITY NOTICE:** This e-mail message, including all attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. If you are not the intended recipient, you may NOT use, disclose, copy, or disseminate this information. Please contact the sender by reply e-mail immediately and destroy all copies of the original message including all attachments. Your cooperation is greatly appreciated.



**Noblezada, Yolanda B.**

---

**From:** Johnson, Trish M.  
**Sent:** Wednesday, September 10, 2008 2:12 PM  
**To:** Jaeger, Jessica; Roe, Thomas C.  
**Cc:** Radosevich, Andrea; Read, Jack; Fournier, Patricia A.; Frellinger, Peter; Wu, Vicky; Smallow, Timothy B.; Koh, Rolando V.; Suzuki, Dennis M.; Noblezada, Yolanda B.; Winder, Brandon J.  
**Subject:** APPROVED Co. 070 Contribution to Co. 002  
**Attachments:** 20080910140249331.pdf



2008091014024933  
1.pdf (443 KB)...

Attached are the departmental approvals along with approval of Tom Casey of the \$500M contribution of Washington Mutual, Inc. to Washington Mutual Bank.

Trish Johnson, Senior Paralegal  
206-500-4364 direct / 206-377-2841 fax  
patricia.m.johnson@wamu.net



# Washington Mutual

## REQUEST FOR CONTRIBUTION

(Contributing Entity: Only WMI, WMB or WMFSB)

Approved: 

Robert Williams  
Treasurer

Date: July 19, 2008

### General Information

Contribution Recipient: Washington Mutual Bank (WMB)

GL Co. No.: 002

Requester/Segment  
(Name/phone no.): Vicky Wu / 206-554-0756

Amount: \$2 billion

Contributing Entity  
(WMI, WMB or WMFSB): Washington Mutual, Inc.

GL Co. No.: 070

Contribution Payment Date: On or before July 24, 2008

Proposal/Purpose: WMI will contribute \$2 billion funds to WMB in exchange for equity. The contribution to WMB will be used to provide capital protection at WMB for potential credit uncertainties.

### Approvals Required Department

	Name	Approved By (by email)
Legal:	Andrea Radosevich or Susan Taylor and Trish Johnson	Susan Taylor
Tax:	Tim Cleary or Jack Read	Tim Cleary
Controllers:	Rosa Cox, Paul Stephen or Pat Fournier	Paul Stephen
Treasury:	Peter Freilinger or Patricia Schulte	Peter freilinger

### Instructions

1. Complete the General Information as completely as possible. Be as detailed as possible with the Proposal/Purpose description (i.e., why the contribution is being requested, what it will be used for, is it a one-time request or ongoing, etc).
2. Present the Request for Contribution to each of the following department representatives for approval (via email):
  - Legal: Andrea Radosevich or Susan Taylor and Trish Johnson
  - Tax: Tim Cleary or Laurie Hanson
  - Controllers: Maruk Ghadiali or Pat Fournier
  - Treasury: Peter Freilinger or Patricia Schulte
3. Upon receipt of approval from all parties, please email the fully approved request to Trish Johnson in Legal. Please include all approvals when sending your request to Legal.
4. Legal will prepare and circulate for execution the legal documentation required to authorize the contribution and will forward the approval to the requesting party, Entity Accounting, Tax and Treasury. Alternatively, if preferred, the requestor can present the dividend request, once all departmental approvals have been obtained, directly to the Board for approval at their regular pre-scheduled Board meeting.

**Johnson, Trish M.**

---

**From:** Taylor, Susan R.  
**Sent:** Saturday, July 19, 2008 9:22 AM  
**To:** Wu, Vicky; Radosevich, Andrea; Johnson, Trish M.; Read, Jack; Cleary, Tim; Cox, Rosa K.; Stephen, Paul S.; Fournier, Patricia A.; Freilinger, Peter; Schulte, Patricia  
**Cc:** Bjorklund, Bob; Jaeger, Jessica; Stearns, Steve; Logan, Doreen; Sherrington, Gregg R.; Smallow, Timothy B.; Smith, Chad  
**Subject:** RE: CONTRIBUTION REQUEST FORM\_WMI to WMB (\$2billion)\_072008.DOC

Approved

---

**From:** Wu, Vicky  
**Sent:** Sat 07/19/2008 9:09 AM  
**To:** Radosevich, Andrea; Taylor, Susan R.; Johnson, Trish M.; Read, Jack; Cleary, Tim; Cox, Rosa K.; Stephen, Paul S.; Fournier, Patricia A.; Freilinger, Peter; Schulte, Patricia  
**Cc:** Bjorklund, Bob; Jaeger, Jessica; Stearns, Steve; Logan, Doreen; Sherrington, Gregg R.; Smallow, Timothy B.  
**Subject:** CONTRIBUTION REQUEST FORM\_WMI to WMB (\$2billion)\_072008.DOC

Please approve the \$2bn capital contribution from WMI to WMB as soon as possible. The contribution will be provide additional capital protection at WMB for credit uncertainties. We are seeking approval from the following parties:

Legal: Andrea Radosevich or Susan Taylor and Trish Johnson  
Tax: Tim Cleary or Jack Read  
Controllers: Rosa Cox, Paul Stephen or Pat Fournier  
Treasury: Peter Freilinger or Patricia Schulte

Please reply to all when you send email approval. Thanks.

<<CONTRIBUTION REQUEST FORM\_WMI to WMB (\$2billion)\_072008.DOC>>

**Johnson, Trish M.**

---

**From:** Cleary, Tim  
**Sent:** Saturday, July 19, 2008 9:34 AM  
**To:** Wu, Vicky; Radosevich, Andrea; Taylor, Susan R.; Johnson, Trish M.; Read, Jack; Cox, Rosa K.; Stephen, Paul S.; Fournier, Patricia A.; Freilinger, Peter; Schulte, Patricia  
**Cc:** Bjorklund, Bob; Jaeger, Jessica; Stearns, Steve; Logan, Doreen; Sherrington, Gregg R.; Smallow, Timothy B.  
**Subject:** Re: CONTRIBUTION REQUEST FORM\_WMI to WMB (\$2billion)\_072008.DOC

Approved for tax

Tmc

Sent from my BlackBerry Wireless Handheld

----- Original Message -----

**From:** Wu, Vicky  
**To:** Radosevich, Andrea; Taylor, Susan R.; Johnson, Trish M.; Read, Jack; Cleary, Tim; Cox, Rosa K.; Stephen, Paul S.; Fournier, Patricia A.; Freilinger, Peter; Schulte, Patricia  
**Cc:** Bjorklund, Bob; Jaeger, Jessica; Stearns, Steve; Logan, Doreen; Sherrington, Gregg R.; Smallow, Timothy B.  
**Sent:** Sat Jul 19 09:09:13 2008  
**Subject:** CONTRIBUTION REQUEST FORM\_WMI to WMB (\$2billion)\_072008.DOC

Please approve the \$2bn capital contribution from WMI to WMB as soon as possible. The contribution will provide additional capital protection at WMB for credit uncertainties. We are seeking approval from the following parties:

**Legal:** Andrea Radosevich or Susan Taylor and Trish Johnson  
**Tax:** Tim Cleary or Jack Read  
**Controllers:** Rosa Cox, Paul Stephen or Pat Fournier  
**Treasury:** Peter Freilinger or Patricia Schulte

Please reply to all when you send email approval. Thanks.

<<CONTRIBUTION REQUEST FORM\_WMI to WMB (\$2billion)\_072008.DOC>>

**Johnson, Trish M.**

---

**From:** Stephen, Paul S.  
**Sent:** Saturday, July 19, 2008 9:11 AM  
**To:** Wu, Vicky; Radosevich, Andrea; Taylor, Susan R.; Johnson, Trish M.; Read, Jack; Cleary, Tim; Cox, Rosa K.; Fournier, Patricia A.; Frellinger, Peter; Schulte, Patricia  
**Cc:** Bjorklund, Bob; Jaeger, Jessica; Stearns, Steve; Logan, Doreen; Sherrington, Gregg R.; Smallow, Timothy B.  
**Subject:** Re: CONTRIBUTION REQUEST FORM\_WMI to WMB (\$2billion)\_072008.DOC

Approved for corp controllers

----- Original Message -----

**From:** Wu, Vicky  
**To:** Radosevich, Andrea; Taylor, Susan R.; Johnson, Trish M.; Read, Jack; Cleary, Tim; Cox, Rosa K.; Stephen, Paul S.; Fournier, Patricia A.; Frellinger, Peter; Schulte, Patricia  
**Cc:** Bjorklund, Bob; Jaeger, Jessica; Stearns, Steve; Logan, Doreen; Sherrington, Gregg R.; Smallow, Timothy B.  
**Sent:** Sat Jul 19 09:09:13 2008  
**Subject:** CONTRIBUTION REQUEST FORM\_WMI to WMB (\$2billion)\_072008.DOC

Please approve the \$2bn capital contribution from WMI to WMB as soon as possible. The contribution will provide additional capital protection at WMB for credit uncertainties. We are seeking approval from the following parties:

**Legal:** Andrea Radosevich or Susan Taylor and Trish Johnson  
**Tax:** Tim Cleary or Jack Read  
**Controllers:** Rosa Cox, Paul Stephen or Pat Fournier  
**Treasury:** Peter Frellinger or Patricia Schulte

Please reply to all when you send email approval. Thanks.

<<CONTRIBUTION REQUEST FORM\_WMI to WMB (\$2billion)\_072008.DOC>>

**Johnson, Trish M.**

---

**From:** Frellinger, Peter  
**Sent:** Saturday, July 19, 2008 9:10 AM  
**To:** Wu, Vicky; Radosevich, Andrea; Taylor, Susan R.; Johnson, Trish M.; Read, Jack; Cleary, Tim; Cox, Rosa K.; Stephen, Paul S.; Fournier, Patricia A.; Schulte, Patricia Bjorklund, Bob; Jaeger, Jessica; Stearns, Steve; Logan, Doreen; Sherrington, Gregg R.; Smallow, Timothy B.  
**Cc:**  
**Subject:** RE: CONTRIBUTION REQUEST FORM\_WMI to WMB (\$2billion)\_072008.DOC

Approved for Treasury.

---

**From:** Wu, Vicky  
**Sent:** Saturday, July 19, 2008 9:09 AM  
**To:** Radosevich, Andrea; Taylor, Susan R.; Johnson, Trish M.; Read, Jack; Cleary, Tim; Cox, Rosa K.; Stephen, Paul S.; Fournier, Patricia A.; Frellinger, Peter; Schulte, Patricia  
**Cc:** Bjorklund, Bob; Jaeger, Jessica; Stearns, Steve; Logan, Doreen; Sherrington, Gregg R.; Smallow, Timothy B.  
**Subject:** CONTRIBUTION REQUEST FORM\_WMI to WMB (\$2billion)\_072008.DOC  
**Importance:** High

Please approve the \$2bn capital contribution from WMI to WMB as soon as possible. The contribution will be provide additional capital protection at WMB for credit uncertainties. We are seeking approval from the following parties:

<b>Legal:</b>	Andrea Radosevich or Susan Taylor and Trish Johnson
<b>Tax:</b>	Tim Cleary or Jack Read
<b>Controllers:</b>	Rosa Cox, Paul Stephen or Pat Fournier
<b>Treasury:</b>	Peter Frellinger or Patricia Schulte

Please reply to all when you send email approval. Thanks.

<< File: CONTRIBUTION REQUEST FORM\_WMI to WMB (\$2billion)\_072008.DOC >>



# Washington Mutual

## REQUEST FOR CONTRIBUTION

(Contributing Entity: Only WMI, WMB or WMFSB)

Approved: \_\_\_\_\_

Thomas Casey  
Chief Financial Officer

Date: April 10, 2008

### General Information

Contribution Recipient: Washington Mutual Bank (WMB)

GL Co. No.: 002

Requester/Segment  
(Name/phone no.): Jessica Jaeger / 206-554-8550

Amount: \$3 billion

Contributing Entity  
(WMI, WMB or WMFSB): Washington Mutual, Inc.

GL Co. No.: 070

Contribution Payment Date: On or before April 30, 2008

Proposal/Purpose: WMI will contribute \$3 billion funds it received from its recent issuance of \$7 billion in both common and preferred stock to TPG and other institutional investors to WMB in exchange for equity. The contribution to WMB will be used to provide capital protection at WMB for potential credit uncertainties.

### Approvals Required Department

	<u>Name</u>	<u>Approved By (by email)</u>
Legal:	<u>Andrea Radosevich</u>	<u>Email approved</u>
Tax:	<u>Jack Read</u>	<u>Email approved</u>
Controllers:	<u>Paul Stephen</u>	<u>Email approved</u>
Treasury:	<u>Peter Freilinger</u>	<u>Email approved</u>

### Instructions

1. Complete the General Information as completely as possible. Be as detailed as possible with the Proposal/Purpose description (i.e., why the contribution is being requested, what it will be used for, is it a one-time request or ongoing, etc).
2. Present the Request for Contribution to each of the following department representatives for approval (via email):
  - Legal: Andrea Radosevich or Susan Taylor and Trish Johnson
  - Tax: Tim Cleary or Laurie Hanson
  - Controllers: Maruk Ghadiali or Pat Fournier
  - Treasury: Peter Freilinger or Patricia Schulte
3. Upon receipt of approval from all parties, please email the fully approved request to Trish Johnson in Legal. Please include all approvals when sending your request to Legal.
4. Legal will prepare and circulate for execution the legal documentation required to authorize the contribution and will forward the approval to the requesting party, Entity Accounting, Tax and Treasury. Alternatively, if preferred, the requestor can present the dividend request, once all departmental approvals have been obtained, directly to the Board for approval at their regular pre-scheduled Board meeting.

**Johnson, Trish M.**

---

**From:** Radosevich, Andrea  
**Sent:** Monday, April 14, 2008 5:32 PM  
**To:** Jaeger, Jessica; Frellinger, Peter; Schulte, Patricia; Fournier, Patricia A.; Stephen, Paul S.; Cox, Rosa K.; Taylor, Susan R.; Read, Jack; Cleary, Tim  
**Cc:** Wu, Vicky; Roe, Thomas C.; Sherrington, Gregg R.; Winder, Brandon J.; Kuenzli, Keith A.; Little, Rowena T.; Johnson, Trish M.; Smith, Chad; Brennan, Carey; Stearns, Steve  
**Subject:** RE: APPROVAL REQUIRED: Cash Contribution Request\_\$3billion from WMI to WMB

Approved

Andrea Radosevich  
First Vice President & Senior Counsel

Washington Mutual  
1301 Second Avenue, WMC3501  
Seattle, WA 98101

206.500.5441 direct, 206.377.2840 fax  
andrea.radosevich@wamu.net

This communication may contain privileged or other confidential information. If you have received it in error, please advise the sender by reply email and immediately delete the message and any attachments without copying or disclosing the contents. Thank you.

---

**From:** Jaeger, Jessica  
**Sent:** Thursday, April 10, 2008 8:33 AM  
**To:** Frellinger, Peter; Schulte, Patricia; Fournier, Patricia A.; Stephen, Paul S.; Cox, Rosa K.; Radosevich, Andrea; Taylor, Susan R.; Read, Jack; Cleary, Tim  
**Cc:** Wu, Vicky; Roe, Thomas C.; Sherrington, Gregg R.; Winder, Brandon J.; Kuenzli, Keith A.; Little, Rowena T.; Johnson, Trish M.; Smith, Chad; Brennan, Carey; Stearns, Steve  
**Subject:** APPROVAL REQUIRED: Cash Contribution Request\_\$3billion from WMI to WMB

All -

Attached is the cash contribution request form for WMI to contribute \$3 billion of funds received from its recent issuance of \$7 billion in both common and preferred stock to TPG and other institutional investors to WMB in exchange for equity. The contribution to WMB will be used to provide capital protection at WMB for potential credit uncertainties.

<< File: CONTRIBUTION REQUEST FORM\_WMI to WMB (\$3billion).DOC >>  
Please reply all to this message with your approval.

Regards,

**Jessica Jaeger**  
Washington Mutual | Structured Entity Management  
1301 2nd Avenue | WMC1410  
Seattle, WA 98101  
Phone: 206-554-8550  
Fax: 206-302-4491

**CONFIDENTIALITY NOTICE:** This e-mail message, including all attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. If you are not the intended recipient, you may NOT use, disclose, copy, or disseminate this information. Please contact the sender by reply e-mail immediately and destroy all copies of the original message including all attachments. Your cooperation is greatly appreciated.



**Johnson, Trish M.**

---

**From:** Stephen, Paul S.  
**Sent:** Thursday, April 10, 2008 9:44 AM  
**To:** Jaeger, Jessica; Freilinger, Peter; Schulte, Patricia; Fournier, Patricia A.; Cox, Rosa K.; Radosevich, Andrea; Taylor, Susan R.; Read, Jack; Cleary, Tim  
**Cc:** Wu, Vicky; Roe, Thomas C.; Sherrington, Gregg R.; Winder, Brandon J.; Kuenzli, Keith A.; Little, Rowena T.; Johnson, Trish M.; Smith, Chad; Brennan, Carey; Stearns, Steve  
**Subject:** RE: APPROVAL REQUIRED: Cash Contribution Request\_\$3billion from WMI to WMB

Approved for Corp Acctg.

---

**From:** Jaeger, Jessica  
**Sent:** Thursday, April 10, 2008 8:33 AM  
**To:** Freilinger, Peter; Schulte, Patricia; Fournier, Patricia A.; Stephen, Paul S.; Cox, Rosa K.; Radosevich, Andrea; Taylor, Susan R.; Read, Jack; Cleary, Tim  
**Cc:** Wu, Vicky; Roe, Thomas C.; Sherrington, Gregg R.; Winder, Brandon J.; Kuenzli, Keith A.; Little, Rowena T.; Johnson, Trish M.; Smith, Chad; Brennan, Carey; Stearns, Steve  
**Subject:** APPROVAL REQUIRED: Cash Contribution Request\_\$3billion from WMI to WMB

All -

Attached is the cash contribution request form for WMI to contribute \$3 billion of funds received from its recent issuance of \$7 billion in both common and preferred stock to TPG and other institutional investors to WMB in exchange for equity. The contribution to WMB will be used to provide capital protection at WMB for potential credit uncertainties.

<< File: CONTRIBUTION REQUEST FORM\_WMI to WMB (\$3billion).DOC >>  
Please reply all to this message with your approval.

Regards,

**Jessica Jaeger**  
Washington Mutual | Structured Entity Management  
1301 2nd Avenue | WMC1410  
Seattle, WA 98101  
Phone: 206-554-8550  
Fax: 206-302-4491

**CONFIDENTIALITY NOTICE:** This e-mail message, including all attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. If you are not the intended recipient, you may NOT use, disclose, copy, or disseminate this information. Please contact the sender by reply e-mail immediately and destroy all copies of the original message including all attachments. Your cooperation is greatly appreciated.

**Johnson, Trish M.**

---

**From:** Read, Jack  
**Sent:** Thursday, April 10, 2008 9:30 AM  
**To:** Jaeger, Jessica; Freilinger, Peter; Schulte, Patricia; Fournier, Patricia A.; Stephen, Paul S.; Cox, Rosa K.; Radosevich, Andrea; Taylor, Susan R.; Cleary, Tim  
**Cc:** Wu, Vicky; Roe, Thomas C.; Sherrington, Gregg R.; Winder, Brandon J.; Kuenzli, Keith A.; Little, Rowena T.; Johnson, Trish M.; Smith, Chad; Brennan, Carey; Stearns, Steve  
**Subject:** Re: APPROVAL REQUIRED: Cash Contribution Request\_\$3billion from WMI to WMB

Approved for tax.  
Regards,

Jack

C. Jack Read, SVP - Corporate Tax  
Washington Mutual

----- Original Message -----

**From:** Jaeger, Jessica  
**To:** Freilinger, Peter; Schulte, Patricia; Fournier, Patricia A.; Stephen, Paul S.; Cox, Rosa K.; Radosevich, Andrea; Taylor, Susan R.; Read, Jack; Cleary, Tim  
**Cc:** Wu, Vicky; Roe, Thomas C.; Sherrington, Gregg R.; Winder, Brandon J.; Kuenzli, Keith A.; Little, Rowena T.; Johnson, Trish M.; Smith, Chad; Brennan, Carey; Stearns, Steve  
**Sent:** Thu Apr 10 08:32:35 2008  
**Subject:** APPROVAL REQUIRED: Cash Contribution Request\_\$3billion from WMI to WMB

All -

Attached is the cash contribution request form for WMI to contribute \$3 billion of funds received from its recent issuance of \$7 billion in both common and preferred stock to TPG and other institutional investors to WMB in exchange for equity. The contribution to WMB will be used to provide capital protection at WMB for potential credit uncertainties.

<<CONTRIBUTION REQUEST FORM\_WMI to WMB (\$3billion).DOC>> Please reply all to this message with your approval.

Regards,

Jessica Jaeger  
Washington Mutual | Structured Entity Management  
1301 2nd Avenue | WMC1410  
Seattle, WA 98101  
Phone: 206-554-8550  
Fax: 206-302-4491

CONFIDENTIALITY NOTICE: This e-mail message, including all attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. If you are not the intended recipient, you may NOT use, disclose, copy, or disseminate this information. Please contact the sender by reply e-mail immediately and destroy all copies of the original message including all attachments. Your cooperation is greatly appreciated.

**Johnson, Trish M.**

---

**From:** Freilinger, Peter  
**Sent:** Thursday, April 10, 2008 8:33 AM  
**To:** Jaeger, Jessica; Schulte, Patricia; Fournier, Patricia A.; Stephen, Paul S.; Cox, Rosa K.; Radosevich, Andrea; Taylor, Susan R.; Read, Jack; Cleary, Tim  
**Cc:** Wu, Vicky; Roe, Thomas C.; Sherrington, Gregg R.; Winder, Brandon J.; Kuenzli, Keith A.; Little, Rowena T.; Johnson, Trish M.; Smith, Chad; Brennan, Carey; Stearns, Steve  
**Subject:** RE: APPROVAL REQUIRED: Cash Contribution Request\_\$3billion from WMI to WMB

Approved.

---

**From:** Jaeger, Jessica  
**Sent:** Thursday, April 10, 2008 8:33 AM  
**To:** Freilinger, Peter; Schulte, Patricia; Fournier, Patricia A.; Stephen, Paul S.; Cox, Rosa K.; Radosevich, Andrea; Taylor, Susan R.; Read, Jack; Cleary, Tim  
**Cc:** Wu, Vicky; Roe, Thomas C.; Sherrington, Gregg R.; Winder, Brandon J.; Kuenzli, Keith A.; Little, Rowena T.; Johnson, Trish M.; Smith, Chad; Brennan, Carey; Stearns, Steve  
**Subject:** APPROVAL REQUIRED: Cash Contribution Request\_\$3billion from WMI to WMB

All -

Attached is the cash contribution request form for WMI to contribute \$3 billion of funds received from its recent issuance of \$7 billion in both common and preferred stock to TPG and other institutional investors to WMB in exchange for equity. The contribution to WMB will be used to provide capital protection at WMB for potential credit uncertainties.

<< File: CONTRIBUTION REQUEST FORM\_WMI to WMB (\$3billion).DOC >>  
Please reply all to this message with your approval.

Regards,

**Jessica Jaeger**  
Washington Mutual | Structured Entity Management  
1301 2nd Avenue | WMC1410  
Seattle, WA 98101  
Phone: 206-554-8550  
Fax: 206-302-4491

**CONFIDENTIALITY NOTICE:** This e-mail message, including all attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. If you are not the intended recipient, you may NOT use, disclose, copy, or disseminate this information. Please contact the sender by reply e-mail immediately and destroy all copies of the original message including all attachments. Your cooperation is greatly appreciated.

**Winder, Brandon J.**

---

**From:** Lee, Stephanie F.  
**Sent:** Friday, April 18, 2008 8:45 AM  
**To:** Winder, Brandon J.  
**Cc:** Sherrington, Gregg R.; St John, Lourdes A.  
**Subject:** \$7B Capital - \$3billion cash contribution from WMI to WMB - funds coming out of new DDA 4410064094

Brandon,

This is to confirm that since there is insufficient funds from the old DDA, the contribution will be coming out of Co70's new DDA set up to receive the incoming wire, therefore entries amended as follows:

Contribution to WMB

Cash Movement (Rolando/Dennis to approve):

Dr. WMI's NEW DDA #4410064094

Cr. 002/53230/9909

Journal Entry:

Dr. 070/26505/9909 (Investment in WMBFA)

Cr. 070/10450/9912 (Cash, DDA in Co2)

Thanks!

---

**From:** Sherrington, Gregg R.  
**Sent:** Friday, April 18, 2008 7:49 AM  
**To:** Lee, Stephanie F.  
**Cc:** Jaeger, Jessica; St John, Lourdes A.; Kuenzli, Keith A.; Wu, Vicky; Noblezada, Yolanda B.; Koh, Rolando V.; Suzuki, Dennis M.; Winder, Brandon J.  
**Subject:** RE: \$7B Capital - \$3billion cash contribution from WMI to WMB - accounting entries

Works for me.

**Gregg Sherrington**  
**Vice President, Cash Management**  
**Washington Mutual Bank**  
**(206) 302-4177**  
**gregg.sherrington@wamu.net**

---

**From:** Lee, Stephanie F.  
**Sent:** Thursday, April 17, 2008 4:09 PM  
**To:** Sherrington, Gregg R.  
**Cc:** Jaeger, Jessica; St John, Lourdes A.; Kuenzli, Keith A.; Wu, Vicky  
**Subject:** \$7B Capital - \$3billion cash contribution from WMI to WMB - accounting entries

Gregg,

Will you be moving the funds as follows: ?

Thanks!

---

**From:** Jaeger, Jessica



**Washington  
Mutual**

**REQUEST FOR CONTRIBUTION**

(Contributing Entity: Only WMI, WMB or WMFSB)

Approved: \_\_\_\_\_

Thomas Casey  
Chief Financial Officer

Date: December 11, 2007

**General Information**

Contribution Recipient: Washington Mutual Bank (WMB)

GL Co. No.: 002

Requester/Segment  
(Name/phone no.): Jessica Jaeger / 206-554-8550

Amount: \$1 billion

Contributing Entity  
(WMI, WMB or WMFSB): Washington Mutual, Inc.

GL Co. No.: 070

Contribution Payment Date: On or before December 31, 2007

Proposal/Purpose: WMI will contribute \$1 billion of the \$3 billion funds received from its issuance of the Series R non-cumulative perpetual convertible preferred stock to WMB in exchange for equity. The contribution to WMB will be used to provide capital protection for potential credit uncertainties.

**Approvals Required**

<u>Department</u>	<u>Name</u>	<u>Approved By (by email)</u>
Legal:	Andrea Radosevich	Email approved
Tax:	Tim Cleary	Email approved
Controllers:	Paul Stephen	Email approved
Treasury:	Peter Frellinger	Email approved

**Instructions**

1. Complete the General Information as completely as possible. Be as detailed as possible with the Proposal/Purpose description (i.e., why the contribution is being requested, what it will be used for, is it a one-time request or ongoing, etc).
2. Present the Request for Contribution to each of the following department representatives for approval (via email):
  - Legal: Andrea Radosevich or Susan Taylor and Trish Johnson
  - Tax: Tim Cleary or Laurie Hanson
  - Controllers: Maruk Ghadiali or Pat Fournier
  - Treasury: Peter Frellinger or Patricia Schulte
3. Upon receipt of approval from all parties, please email the fully approved request to Trish Johnson in Legal. Please include all approvals when sending your request to Legal.
4. Legal will prepare and circulate for execution the legal documentation required to authorize the contribution and will forward the approval to the requesting party, Entity Accounting, Tax and Treasury. Alternatively, if preferred, the requestor can present the dividend request, once all departmental approvals have been obtained, directly to the Board for approval at their regular pre-scheduled Board meeting.

**Johnson, Trish M.**

**From:** Radosevich, Andrea  
**Sent:** Thursday, December 13, 2007 4:08 PM  
**To:** Jaeger, Jessica; Freilinger, Peter; Schulte, Patricia; Fournier, Patricia A.; Stephen, Paul S.; Cox, Rosa K.; Taylor, Susan R.; Read, Jack; Cleary, Tim  
**Cc:** Wu, Vicky; Roe, Thomas C.; Sherrington, Gregg R.; Winder, Brandon J.; Kuenzli, Keith A.; Little, Rowena T.; Johnson, Trish M.; Smith, Chad; Brennan, Carey  
**Subject:** RE: Cash Contribution Request\_\$1billion from WMI to WMB

Approved for Legal

Andrea Radosevich  
First Vice President & Senior Counsel

Washington Mutual  
1301 Second Avenue, WMC3501  
Seattle, WA 98101

206.500.5441 direct, 206.377.2840 fax  
andrea.radosevich@wamu.net

This communication may contain privileged or other confidential information. If you have received it in error, please advise the sender by reply email and immediately delete the message and any attachments without copying or disclosing the contents. Thank you.

---

**From:** Jaeger, Jessica  
**Sent:** Thursday, December 13, 2007 3:55 PM  
**To:** Freilinger, Peter; Schulte, Patricia; Fournier, Patricia A.; Stephen, Paul S.; Cox, Rosa K.; Radosevich, Andrea; Taylor, Susan R.; Read, Jack; Cleary, Tim  
**Cc:** Wu, Vicky; Roe, Thomas C.; Sherrington, Gregg R.; Winder, Brandon J.; Kuenzli, Keith A.; Little, Rowena T.; Johnson, Trish M.  
**Subject:** Cash Contribution Request\_\$1billion from WMI to WMB

All -

Attached is the formal contribution request form for WMI to contribute \$1 billion of the \$3 billion funds received from its issuance of the Series R non-cumulative perpetual convertible preferred stock to WMB in exchange for equity. The contribution to WMB will be used to provide capital protection for potential credit uncertainties.

<< File: CONTRIBUTION REQUEST FORM\_WMI to WMB (\$1billion).DOC >>  
Please REPLY ALL to this email with your approval or concerns.

Regards,

**Jessica Jaeger**  
Washington Mutual | Structured Entity Management  
1301 2nd Avenue | WMC1410  
Seattle, WA 98101  
Phone: 206-554-8550  
Fax: 206-302-4491

**CONFIDENTIALITY NOTICE:** This e-mail message, including all attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. If you are not the intended recipient, you may NOT use, disclose, copy, or disseminate this information. Please contact the sender by reply e-mail immediately and destroy all copies of the original message including all attachments. Your cooperation is greatly appreciated.

**Johnson, Trish M.**

---

**From:** Cleary, Tim  
**Sent:** Thursday, December 13, 2007 8:14 PM  
**To:** Radosevich, Andrea; Jaeger, Jessica; Frellinger, Peter; Schulte, Patricia; Fournier, Patricia A.; Stephen, Paul S.; Cox, Rosa K.; Taylor, Susan R.; Read, Jack  
**Cc:** Wu, Vicky; Roe, Thomas C.; Sherrington, Gregg R.; Winder, Brandon J.; Kuenzli, Keith A.; Little, Rowena T.; Johnson, Trish M.; Smith, Chad; Brennan, Carey  
**Subject:** RE: Cash Contribution Request\_\$1billion from WMI to WMB

Approved for tax

---

**From:** Radosevich, Andrea  
**Sent:** Thursday, December 13, 2007 4:08 PM  
**To:** Jaeger, Jessica; Frellinger, Peter; Schulte, Patricia; Fournier, Patricia A.; Stephen, Paul S.; Cox, Rosa K.; Taylor, Susan R.; Read, Jack; Cleary, Tim  
**Cc:** Wu, Vicky; Roe, Thomas C.; Sherrington, Gregg R.; Winder, Brandon J.; Kuenzli, Keith A.; Little, Rowena T.; Johnson, Trish M.; Smith, Chad; Brennan, Carey  
**Subject:** RE: Cash Contribution Request\_\$1billion from WMI to WMB

Approved for Legal

Andrea Radosevich  
First Vice President & Senior Counsel

Washington Mutual  
1301 Second Avenue, WMC3501  
Seattle, WA 98101

206.500.5441 direct, 206.377.2840 fax  
andrea.radosevich@wamu.net

This communication may contain privileged or other confidential information. If you have received it in error, please advise the sender by reply email and immediately delete the message and any attachments without copying or disclosing the contents. Thank you.

---

**From:** Jaeger, Jessica  
**Sent:** Thursday, December 13, 2007 3:55 PM  
**To:** Frellinger, Peter; Schulte, Patricia; Fournier, Patricia A.; Stephen, Paul S.; Cox, Rosa K.; Radosevich, Andrea; Taylor, Susan R.; Read, Jack; Cleary, Tim  
**Cc:** Wu, Vicky; Roe, Thomas C.; Sherrington, Gregg R.; Winder, Brandon J.; Kuenzli, Keith A.; Little, Rowena T.; Johnson, Trish M.  
**Subject:** Cash Contribution Request\_\$1billion from WMI to WMB

All -

Attached is the formal contribution request form for WMI to contribute \$1 billion of the \$3 billion funds received from its issuance of the Series R non-cumulative perpetual convertible preferred stock to WMB in exchange for equity. The contribution to WMB will be used to provide capital protection for potential credit uncertainties.

<< File: CONTRIBUTION REQUEST FORM\_WMI to WMB (\$1billion).DOC >>  
Please **REPLY ALL** to this email with your approval or concerns.

Regards,

**Jessica Jaeger**  
Washington Mutual | Structured Entity Management  
1301 2nd Avenue | WMC1410  
Seattle, WA 98101  
Phone: 206-554-8550  
Fax: 206-302-4491

**Johnson, Trish M.**

---

**From:** Stephen, Paul S.  
**Sent:** Thursday, December 13, 2007 4:07 PM  
**To:** Jaeger, Jessica; Freillinger, Peter; Schulte, Patricia; Fournier, Patricia A.; Cox, Rosa K.; Radosevich, Andrea; Taylor, Susan R.; Read, Jack; Cleary, Tim  
**Cc:** Wu, Vicky; Roe, Thomas C.; Sherrington, Gregg R.; Winder, Brandon J.; Kuenzli, Keith A.; Little, Rowena T.; Johnson, Trish M.  
**Subject:** RE: Cash Contribution Request\_\$1billion from WMI to WMB

Approved for Corporate Accounting

---

**From:** Jaeger, Jessica  
**Sent:** Thursday, December 13, 2007 3:55 PM  
**To:** Freillinger, Peter; Schulte, Patricia; Fournier, Patricia A.; Stephen, Paul S.; Cox, Rosa K.; Radosevich, Andrea; Taylor, Susan R.; Read, Jack; Cleary, Tim  
**Cc:** Wu, Vicky; Roe, Thomas C.; Sherrington, Gregg R.; Winder, Brandon J.; Kuenzli, Keith A.; Little, Rowena T.; Johnson, Trish M.  
**Subject:** Cash Contribution Request\_\$1billion from WMI to WMB

All -

Attached is the formal contribution request form for WMI to contribute \$1 billion of the \$3 billion funds received from its issuance of the Series R non-cumulative perpetual convertible preferred stock to WMB in exchange for equity. The contribution to WMB will be used to provide capital protection for potential credit uncertainties.

<< File: CONTRIBUTION REQUEST FORM\_WMI to WMB (\$1billion).DOC >>  
Please REPLY ALL to this email with your approval or concerns.

Regards,

**Jessica Jaeger**  
Washington Mutual | Structured Entity Management  
1301 2nd Avenue | WMC1410  
Seattle, WA 98101  
Phone: 206-554-8550  
Fax: 206-302-4491

CONFIDENTIALITY NOTICE: This e-mail message, including all attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. If you are not the intended recipient, you may NOT use, disclose, copy, or disseminate this information. Please contact the sender by reply e-mail immediately and destroy all copies of the original message including all attachments. Your cooperation is greatly appreciated.



**Johnson, Trish M.**

---

**From:** Freilinger, Peter  
**Sent:** Thursday, December 13, 2007 3:58 PM  
**To:** Jaeger, Jessica; Schulte, Patricia; Fournier, Patricia A.; Stephen, Paul S.; Cox, Rosa K.; Radosevich, Andrea; Taylor, Susan R.; Read, Jack; Cleary, Tim  
**Cc:** Wu, Vicky; Roe, Thomas C.; Sherrington, Gregg R.; Winder, Brandon J.; Kuenzli, Keith A.; Little, Rowena T.; Johnson, Trish M.; Smith, Chad; Brennan, Carey  
**Subject:** Re: Cash Contribution Request\_\$1billion from WMI to WMB

Approved for Treasury.

Please include Chad Smith and Carey Brennan in subsequent emails - this one is a smidge different.

----- Original Message -----

**From:** Jaeger, Jessica  
**To:** Freilinger, Peter; Schulte, Patricia; Fournier, Patricia A.; Stephen, Paul S.; Cox, Rosa K.; Radosevich, Andrea; Taylor, Susan R.; Read, Jack; Cleary, Tim  
**Cc:** Wu, Vicky; Roe, Thomas C.; Sherrington, Gregg R.; Winder, Brandon J.; Kuenzli, Keith A.; Little, Rowena T.; Johnson, Trish M.  
**Sent:** Thu Dec 13 15:55:04 2007  
**Subject:** Cash Contribution Request\_\$1billion from WMI to WMB

All -

Attached is the formal contribution request form for WMI to contribute \$1 billion of the \$3 billion funds received from its issuance of the Series R non-cumulative perpetual convertible preferred stock to WMB in exchange for equity. The contribution to WMB will be used to provide capital protection for potential credit uncertainties.

<<CONTRIBUTION REQUEST FORM\_WMI to WMB (\$1billion).DOC>> Please REPLY ALL to this email with your approval or concerns.

Regards,

Jessica Jaeger  
Washington Mutual | Structured Entity Management  
1301 2nd Avenue | WMC1410  
Seattle, WA 98101  
Phone: 206-554-8550  
Fax: 206-302-4491

CONFIDENTIALITY NOTICE: This e-mail message, including all attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. If you are not the intended recipient, you may NOT use, disclose, copy, or disseminate this information. Please contact the sender by reply e-mail immediately and destroy all copies of the original message including all attachments. Your cooperation is greatly appreciated.

**Noblezada, Yolanda B.**

---

**From:** Winder, Brandon J.  
**Sent:** Thursday, December 13, 2007 10:06 AM  
**To:** Noblezada, Yolanda B.  
**Subject:** FW: \$1bn WMI capital contribution to WMB

Yo, next Tuesday will you take care of the contribution?

Thanks,

Brandon  
206.302.4135

---

**From:** Jaeger, Jessica  
**Sent:** Wednesday, December 12, 2007 4:34 PM  
**To:** Sherrington, Gregg R.; Winder, Brandon J.; Kuenzli, Keith A.; Little, Rowena T.  
**Cc:** Wu, Vicky; Roe, Thomas C.  
**Subject:** FW: \$1bn WMI capital contribution to WMB

Helio All -

Incoming cash of approximately \$3 billion to 070 as the result of the convertible issuance that Peter and Vicky executed this week is expected to hit next Tuesday, 12/18. A cash contribution of \$1 billion from 070 to 002 in exchange for equity will need to follow. We will need Cash Management to move the cash and Treasury Accounting to book the gl entries. Can this all happen on 12/18?

Please let me know if there are any questions.

Thank you all for your help!

Jess

---

**From:** Wu, Vicky  
**Sent:** Wednesday, December 12, 2007 4:18 PM  
**To:** Jaeger, Jessica  
**Cc:** Smith, Chad  
**Subject:** RE: \$1bn WMI capital contribution to WMB

Jess,  
As discussed, \$1bn capital contribution to WMB is specified in public document and pls go ahead and move cash when it's in place anytime after 12/17 but before 12/31. thank u thank u.

---

**From:** Wu, Vicky  
**Sent:** Tuesday, December 11, 2007 3:11 PM  
**To:** Smith, Chad  
**Cc:** Jaeger, Jessica  
**Subject:** \$1bn WMI capital contribution to WMB

Chad,

As part of the capital plan, do we already have BOD approval for the subject capital contribution or does Jessica still need to circulate a consent form? Thanks.

Regards,  
Weijia (Vicky) Wu, CFA  
Treasury, Washington Mutual

**Noblezada, Yolanda B.**

---

**From:** Winder, Brandon J.  
**Sent:** Monday, December 17, 2007 4:46 PM  
**To:** Jaeger, Jessica; Roe, Thomas C.  
**Cc:** Noblezada, Yolanda B.; Wu, Vicky; Romero, Janet; Ryason, Tawnya; Sherrington, Gregg R.  
**Subject:** RE: APPROVED Co. 070 Contribution to Co. 002

**Attachments:** WMI contribute to WMB \$1b\_ATF (3).xls



WMI contribute to  
WMB \$1b\_ATF ...

The equity account is not on MTS, so we are going to do this through BOB. I added the extra entry we will make as a result. Otherwise there is no change.

Brandon  
206.302.4135

-----Original Message-----

**From:** Sherrington, Gregg R.  
**Sent:** Monday, December 17, 2007 3:55 PM  
**To:** Romero, Janet; Ryason, Tawnya  
**Cc:** Roe, Thomas C.; Noblezada, Yolanda B.; Winder, Brandon J.; Wu, Vicky; Little, Rowena T.; Kuenzli, Keith A.; Jaeger, Jessica  
**Subject:** RE: APPROVED Co. 070 Contribution to Co. 002

The ATF sent out earlier is incorrect. No cash is actually moving at company 2, so no need to make entries to WMB's cash triple and throw the Fed account/due from Fed triple out-of-balance. The entry to debit the DDA liability will happen automatically via MTS.

Janet, Tawnya - I took your input on the equity account, and included it. This should be the appropriate accounting, unless someone disagrees.

Gregg Sherrington  
Vice President, Cash Management  
Washington Mutual Bank  
(206) 302-4177  
gregg.sherrington@wamu.net

-----Original Message-----

**From:** Noblezada, Yolanda B.  
**Sent:** Monday, December 17, 2007 3:40 PM  
**To:** Sherrington, Gregg R.  
**Subject:** FW: APPROVED Co. 070 Contribution to Co. 002

**Noblezada, Yolanda B.**

---

**From:** Sherrington, Gregg R.  
**Sent:** Monday, December 17, 2007 3:55 PM  
**To:** Romero, Janet; Ryason, Tawnya  
**Cc:** Roe, Thomas C.; Noblezada, Yolanda B.; Winder, Brandon J.; Wu, Vicky; Little, Rowena T.; Kuenzli, Keith A.; Jaeger, Jessica  
**Subject:** RE: APPROVED Co. 070 Contribution to Co. 002  
**Attachments:** WMI contribute to WMB \$1b\_ATF.xls



WMI contribute to  
WMB \$1b\_ATF....

The ATF sent out earlier is incorrect. No cash is actually moving at company 2, so no need to make entries to WMB's cash triple and throw the Fed account/due from Fed triple out-of-balance. The entry to debit the DDA liability will happen automatically via MTS.

Janet, Tawnya - I took your input on the equity account, and included it. This should be the appropriate accounting, unless someone disagrees.

Gregg Sherrington  
Vice President, Cash Management  
Washington Mutual Bank  
(206) 302-4177  
gregg.sherrington@wamu.net

-----Original Message-----

**From:** Noblezada, Yolanda B.  
**Sent:** Monday, December 17, 2007 3:40 PM  
**To:** Sherrington, Gregg R.  
**Subject:** FW: APPROVED Co. 070 Contribution to Co. 002

-----Original Message-----

**From:** Ryason, Tawnya  
**Sent:** Monday, December 17, 2007 3:16 PM  
**To:** Jaeger, Jessica  
**Cc:** Roe, Thomas C.; Noblezada, Yolanda B.; Winder, Brandon J.; Wu, Vicky; Little, Rowena T.; Kuenzli, Keith A.; Romero, Janet  
**Subject:** RE: APPROVED Co. 070 Contribution to Co. 002

Per Janet Romero, the appropriate equity account to use is 53230. The other accounts look good.

-----Original Message-----

**From:** Jaeger, Jessica  
**Sent:** Monday, December 17, 2007 1:03 PM

To: Ryason, Tawnya  
Cc: Roe, Thomas C.; Noblezada, Yolanda B.; Winder, Brandon J.; Wu, Vicky; Little, Rowena T.; Kuenzli, Keith A.  
Subject: RE: APPROVED Co. 070 Contribution to Co. 002

Hi Tawyna -

I've requested that Cash Management move \$1b from wmi to wmb tomorrow, 12/18. It's a cash contribution from 070 to 002 in exchange for equity. Can you please confirm the gl and dda accounts I've identified on the AFT are the correct ones to use? I was not sure about the DDA account for WMB.

Thank you!

Jess

-----Original Message-----

From: Jaeger, Jessica  
Sent: Monday, December 17, 2007 11:08 AM  
To: Noblezada, Yolanda B.; Winder, Brandon J.; Kuenzli, Keith A.; Little, Rowena T.  
Cc: Wu, Vicky; Roe, Thomas C.  
Subject: FW: APPROVED Co. 070 Contribution to Co. 002

We have complete approval to contribute \$1b from WMI to WMB in exchange for equity.

Please let me know once the funds and gl entries have been made.

Thank you all!

Jess

-----Original Message-----

From: Johnson, Trish M.  
Sent: Monday, December 17, 2007 11:04 AM  
To: Jaeger, Jessica; Roe, Thomas C.; Wu, Vicky; Smith, Chad; Brennan, Carey  
Cc: Radosevich, Andrea; Cleary, Tim; Stephen, Paul S.; Freilinger, Peter  
Subject: APPROVED Co. 070 Contribution to Co. 002

Attached are the departmental approvals along with approval by Tom Casey of the \$1B contribution of Washington Mutual, Inc. to Washington Mutual Bank.

Trish Johnson  
Corporate Paralegal  
Washington Mutual  
1301 Second Avenue, WMC 3501  
Seattle, WA 98101  
206.500.4364 direct, 206.377.2841 fax  
patricia.m.johnson@wamu.net

<i>In re</i>	:	X
	:	
	:	Chapter 11
WASHINGTON MUTUAL, INC., <i>et al.</i> , <sup>1</sup>	:	
	:	Case No. 08-12229 (MFW)
Debtors.	:	
	:	Jointly Administered
-----	:	X
WASHINGTON MUTUAL, INC. AND	:	
WMI INVESTMENT CORP.,	:	
	:	Adversary Case No. 09-50934
Plaintiffs,	:	
	:	
v.	:	
	:	
JPMORGAN CHASE BANK, NATIONAL	:	
ASSOCIATION,	:	
	:	
Defendant.	:	
-----	:	X

I, Peter Calamari, Esq., make the following declaration pursuant to 28 U.S.C. § 1746:

1. I am a partner in the firm of Quinn Emanuel Urquhart Oliver & Hedges, LLP, counsel for Plaintiffs Washington Mutual, Inc. ("WMI") and WMI Investment Corp. ("WMI Investment," and with WMI, "Plaintiffs" or "Debtors"), and I have been admitted to appear on behalf of the Plaintiffs in these proceedings *pro hac vice*. I make this declaration in support of Plaintiffs' Motion for Summary Judgment.

A-160

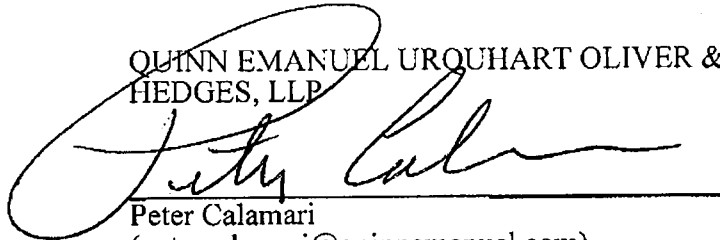
2. Attached hereto as Exhibit 1 is a true and correct copy of the Purchase & Assumption Agreement, Whole Bank, entered into between JPMorgan Chase Bank, N. A. and the Federal Deposit Insurance Corporation ("FDIC") on September 25, 2008.

3. Attached hereto as Exhibit 2 is a true and correct copy of the Stipulation By And Between Debtors and JPMorgan Chase Bank, N.A. Concerning Certain Accounts, which was signed on behalf of JPMorgan Chase Bank, N.A. and the Debtors but withdrawn prior to presentment for Court approval.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 19, 2009

QUINN EMANUEL URQUHART OLIVER &  
HEDGES, LLP

A handwritten signature in black ink, appearing to read "Peter Calamari", is written over a horizontal line. The signature is fluid and cursive.

Peter Calamari  
(petercalamari@quinnemanuel.com)  
51 Madison Avenue, 22nd Floor  
New York, NY 10010  
(212) 849-7000

# **EXHIBIT 1**



**PURCHASE AND ASSUMPTION AGREEMENT**

**WHOLE BANK**

**AMONG**

**FEDERAL DEPOSIT INSURANCE CORPORATION,  
RECEIVER OF WASHINGTON MUTUAL BANK,  
HENDERSON, NEVADA**

**FEDERAL DEPOSIT INSURANCE CORPORATION**

**and**

**JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**

**DATED AS OF**

**SEPTEMBER 25, 2008**

## TABLE OF CONTENTS

<b>ARTICLE I</b>	<b>DEFINITIONS .....</b>	<b>2</b>
<b>ARTICLE II</b>	<b>ASSUMPTION OF LIABILITIES.....</b>	<b>8</b>
2.1	Liabilities Assumed by Assuming Bank .....	8
2.2	Interest on Deposit Liabilities .....	8
2.3	Unclaimed Deposits .....	8
2.4	Omitted .....	9
2.5	Borrower Claims .....	9
<b>ARTICLE III</b>	<b>PURCHASE OF ASSETS .....</b>	<b>9</b>
3.1	Assets Purchased by Assuming Bank .....	9
3.2	Asset Purchase Price .....	9
3.3	Manner of Conveyance; Limited Warranty; Nonrecourse; Etc. ....	10
3.4	Puts of Assets to the Receiver .....	10
3.5	Assets Not Purchased by Assuming Bank .....	11
3.6	Assets Essential to Receiver .....	11
<b>ARTICLE IV</b>	<b>ASSUMPTION OF CERTAIN DUTIES AND OBLIGATIONS.....</b>	<b>13</b>
4.1	Continuation of Banking Business.....	13
4.2	Agreement with Respect to Credit Card Business .....	13
4.3	Agreement with Respect to Safe Deposit Business .....	13
4.4	Agreement with Respect to Safekeeping Business .....	13
4.5	Agreement with Respect to Trust Business .....	13
4.6	Agreement with Respect to Bank Premises .....	14
4.7	Agreement with Respect to Leased Data Processing Equipment.....	16
4.8	Agreement with Respect to Certain Existing Agreements.....	16
4.9	Informational Tax Reporting .....	17
4.10	Insurance .....	17
4.11	Office Space for Receiver and Corporation.....	17
4.12	Omitted .....	18
4.13	Omitted .....	18

<b>ARTICLE V</b>	<b>DUTIES WITH RESPECT TO DEPOSITORS OF THE FAILED BANK.....</b>	<b>18</b>
5.1	Payment of Checks, Drafts and Orders .....	18
5.2	Certain Agreements Related to Deposits .....	18
5.3	Notice to Depositors .....	18
<b>ARTICLE VI</b>	<b>RECORDS .....</b>	<b>19</b>
6.1	Transfer of Records.....	19
6.2	Delivery of Assigned Records .....	20
6.3	Preservation of Records .....	20
6.4	Access to Records; Copies.....	20
<b>ARTICLE VII</b>	<b>BID; INITIAL PAYMENT .....</b>	<b>20</b>
<b>ARTICLE VIII</b>	<b>PROFORMA .....</b>	<b>20</b>
<b>ARTICLE IX</b>	<b>CONTINUING COOPERATION .....</b>	<b>21</b>
9.1	General Matters.....	21
9.2	Additional Title Documents.....	21
9.3	Claims and Suits .....	21
9.4	Payment of Deposits .....	22
9.5	Withheld Payments .....	22
9.6	Proceedings with Respect to Certain Assets and Liabilities.....	22
9.7	Information.....	23
<b>ARTICLE X</b>	<b>CONDITION PRECEDENT .....</b>	<b>23</b>
<b>ARTICLE XI</b>	<b>REPRESENTATIONS AND WARRANTIES OF THE ASSUMING BANK .....</b>	<b>23</b>
<b>ARTICLE XII</b>	<b>INDEMNIFICATION .....</b>	<b>24</b>
12.1	Indemnification of Indemnitees .....	25
12.2	Conditions Precedent to Indemnification.....	27
12.3	No Additional Warranty.....	28
12.4	Indemnification of Corporation and Receiver.....	29
12.5	Obligations Supplemental .....	29
12.6	Criminal Claims .....	29
12.7	Limited Guaranty of the Corporation.....	29
12.8	Subrogation .....	30

<b>ARTICLE XIII</b>	<b>MISCELLANEOUS .....</b>	<b>30</b>
13.1	Entire Agreement .....	30
13.2	Headings .....	30
13.3	Counterparts .....	30
13.4	Governing Law .....	30
13.5	Successors .....	30
13.6	Modification; Assignment .....	31
13.7	Notice .....	31
13.8	Manner of Payment .....	31
13.9	Costs, Fees and Expenses .....	32
13.10	Waiver .....	32
13.11	Severability .....	32
13.12	Term of Agreement .....	32
13.13	Survival of Covenants, Etc. ....	32
 <b>SCHEDULES</b>		
2.1	Certain Liabilities Not Assumed .....	34
3.2	Purchase Price of Assets or Assets .....	35
3.5	Certain Assets Not Purchased .....	37
 <b>EXHIBIT</b>		
3.2(c)	Valuation of Certain Qualified Financial Contracts .....	38

## **PURCHASE AND ASSUMPTION AGREEMENT**

### **WHOLE BANK**

**THIS AGREEMENT**, made and entered into as of the 25<sup>th</sup> day of September, 2008, by and among the **FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER of WASHINGTON MUTUAL BANK, HENDERSON, NEVADA** (the "Receiver"), **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, organized under the laws of the United States of America, and having its principal place of business in Seattle, Washington (the "Assuming Bank"), and the **FEDERAL DEPOSIT INSURANCE CORPORATION**, organized under the laws of the United States of America and having its principal office in Washington, D.C., acting in its corporate capacity (the "Corporation").

### **WITNESSETH:**

**WHEREAS**, on Bank Closing, the Chartering Authority closed Washington Mutual Bank (the "Failed Bank") pursuant to applicable law and the Corporation was appointed Receiver thereof; and

**WHEREAS**, the Assuming Bank desires to purchase substantially all of the assets and assume all deposit and substantially all other liabilities of the Failed Bank on the terms and conditions set forth in this Agreement; and

**WHEREAS**, pursuant to 12 U.S.C. Section 1823(c)(2)(A), the Corporation may provide assistance to the Assuming Bank to facilitate the transactions contemplated by this Agreement, which assistance may include indemnification pursuant to Article XII; and

**WHEREAS**, the Board of Directors of the Corporation (the "Board") has determined to provide assistance to the Assuming Bank on the terms and subject to the conditions set forth in this Agreement; and

**WHEREAS**, the Board has determined pursuant to 12 U.S.C. Section 1823(c)(4)(A) that such assistance is necessary to meet the obligation of the Corporation to provide insurance coverage for the insured deposits in the Failed Bank and is the least costly to the deposit insurance fund of all possible methods for meeting such obligation.

**NOW THEREFORE**, in consideration of the mutual promises herein set forth and other valuable consideration, the parties hereto agree as follows:

## ARTICLE I DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings set forth in this Article I, or elsewhere in this Agreement. As used herein, words imparting the singular include the plural and vice versa.

**"Accounting Records"** means the general ledger and subsidiary ledgers and supporting schedules which support the general ledger balances.

**"Acquired Subsidiaries"** means Subsidiaries of the Failed Bank acquired pursuant to Section 3.1.

**"Adversely Classified"** means, with respect to any Loan or security, a Loan or security which has been designated in the most recent report of examination as "Substandard," "Doubtful" or "Loss" by the Failed Bank's appropriate Federal or State Chartering Authority or regulator.

**"Affiliate"** of any Person means any director, officer, or employee of that Person and any other Person (i) who is directly or indirectly controlling, or controlled by, or under direct or indirect common control with, such Person, or (ii) who is an affiliate of such Person as the term "affiliate" is defined in Section 2 of the Bank Holding Company Act of 1956, as amended, 12 U.S.C. Section 1841.

**"Agreement"** means this Purchase and Assumption Agreement by and among the Assuming Bank, the Corporation and the Receiver, as amended or otherwise modified from time to time.

**"Assets"** means all assets of the Failed Bank purchased pursuant to Section 3.1. Assets owned by Subsidiaries of the Failed Bank are not "Assets" within the meaning of this definition.

**"Assumed Deposits"** means Deposits.

**"Bank Closing"** means the close of business of the Failed Bank on the date on which the Chartering Authority closed such institution.

**"Bank Premises"** means the banking houses, drive-in banking facilities, and teller facilities (staffed or automated) together with appurtenant parking, storage and service facilities and structures connecting remote facilities to banking houses, and land on which the foregoing are located, that are owned or leased by the Failed Bank and that are occupied by the Failed Bank as of Bank Closing.

**"Bid Amount"** has the meaning provided in Article VII.

**"Book Value"** means, with respect to any Asset and any Liability Assumed, the dollar amount thereof stated on the Accounting Records of the Failed Bank. The Book Value of any item shall be determined as of Bank Closing after adjustments made by the Assuming Bank for normal operational and timing differences in accounts, suspense items, unposted debits and credits, and other similar adjustments or corrections and for setoffs, whether voluntary or involuntary. The Book Value of a Subsidiary of the Failed Bank acquired by the Assuming Bank shall be determined from the investment in subsidiary and related accounts on the "bank only" (unconsolidated) balance sheet of the Failed Bank based on the equity method of accounting. Without limiting the generality of the foregoing, (i) the Book Value of a Liability Assumed shall include all accrued and unpaid interest thereon as of Bank Closing, and (ii) the Book Value of a Loan shall reflect adjustments for earned interest, or unearned interest (as it relates to the "rule of 78s" or add-on-interest loans, as applicable), if any, as of Bank Closing, adjustments for the portion of earned or unearned loan-related credit life and/or disability insurance premiums, if any, attributable to the Failed Bank as of Bank Closing, and adjustments for Failed Bank Advances, if any, in each case as determined for financial reporting purposes. The Book Value of an Asset shall not include any adjustment for loan premiums, discounts or any related deferred income or fees, or general or specific reserves on the Accounting Records of the Failed Bank.

**"Business Day"** means a day other than a Saturday, Sunday, Federal legal holiday or legal holiday under the laws of the State where the Failed Bank is located, or a day on which the principal office of the Corporation is closed.

**"Chartering Authority"** means (i) with respect to a national bank, the Office of the Comptroller of the Currency, (ii) with respect to a Federal savings association or savings bank, the Office of Thrift Supervision, (iii) with respect to a bank or savings institution chartered by a State, the agency of such State charged with primary responsibility for regulating and/or closing banks or savings institutions, as the case may be, (iv) the Corporation in accordance with 12 U.S.C. Section 1821(c), with regard to self appointment, or (v) the appropriate Federal banking agency in accordance with 12 U.S.C. 1821(c)(9).

**"Commitment"** means the unfunded portion of a line of credit or other commitment reflected on the books and records of the Failed Bank to make an extension of credit (or additional advances with respect to a Loan) that was legally binding on the Failed Bank as of Bank Closing, other than extensions of credit pursuant to the credit card business and overdraft protection plans of the Failed Bank, if any.

**"Credit Documents"** mean the agreements, instruments, certificates or other documents at any time evidencing or otherwise relating to, governing or executed in connection with or as security for, a Loan, including without limitation notes, bonds, loan agreements, letter of credit applications, lease financing contracts, banker's acceptances, drafts, interest protection agreements, currency exchange agreements, repurchase agreements, reverse repurchase agreements, guarantees, deeds of trust, mortgages, assignments, security agreements, pledges, subordination or priority agreements, lien priority agreements, undertakings, security instruments, certificates, documents, legal opinions, participation agreements and intercreditor agreements, and all amendments, modifications, renewals, extensions, rearrangements, and substitutions with respect to any of the foregoing.

**"Credit File"** means all Credit Documents and all other credit, collateral, or insurance documents in the possession or custody of the Assuming Bank, or any of its Subsidiaries or Affiliates, relating to an Asset or a Loan included in a Put Notice, or copies of any thereof.

**"Data Processing Lease"** means any lease or licensing agreement, binding on the Failed Bank as of Bank Closing, the subject of which is data processing equipment or computer hardware or software used in connection with data processing activities. A lease or licensing agreement for computer software used in connection with data processing activities shall constitute a Data Processing Lease regardless of whether such lease or licensing agreement also covers data processing equipment.

**"Deposit"** means a deposit as defined in 12 U.S.C. Section 1813(l), including without limitation, outstanding cashier's checks and other official checks and all uncollected items included in the depositors' balances and credited on the books and records of the Failed Bank; provided, that the term "Deposit" shall not include all or any portion of those deposit balances which, in the discretion of the Receiver or the Corporation, (i) may be required to satisfy it for any liquidated or contingent liability of any depositor arising from an unauthorized or unlawful transaction, or (ii) may be needed to provide payment of any liability of any depositor to the Failed Bank or the Receiver, including the liability of any depositor as a director or officer of the Failed Bank, whether or not the amount of the liability is or can be determined as of Bank Closing.

**"Failed Bank Advances"** means the total sums paid by the Failed Bank to (i) protect its lien position, (ii) pay ad valorem taxes and hazard insurance, and (iii) pay credit life insurance, accident and health insurance, and vendor's single interest insurance.

**"Fixtures"** means those leasehold improvements, additions, alterations and installations constituting all or a part of Bank Premises and which were acquired, added, built, installed or purchased at the expense of the Failed Bank, regardless of the holder of legal title thereto as of Bank Closing.

**"Furniture and Equipment"** means the furniture and equipment (other than leased data processing equipment, including hardware and software), leased or owned by the Failed Bank and reflected on the books of the Failed Bank as of Bank Closing, including without limitation automated teller machines, carpeting, furniture, office machinery (including personal computers), shelving, office supplies, telephone, surveillance and security systems, and artwork.

**"Indemnitees"** means, except as provided in paragraph (11) of Section 12.1(b), (i) the Assuming Bank, (ii) the Subsidiaries and Affiliates of the Assuming Bank other than any Subsidiaries or Affiliates of the Failed Bank that are or become Subsidiaries or Affiliates of the Assuming Bank, and (iii) the directors, officers, employees and agents of the Assuming Bank and its Subsidiaries and Affiliates who are not also present or former directors, officers, employees or agents of the Failed Bank or of any Subsidiary or Affiliate of the Failed Bank.



**"Initial Payment"** means the payment made pursuant to Article VII, the amount of which shall be either (i) if the Bid Amount is positive, the Bid Amount plus the Required Payment or (ii) if the Bid Amount is negative, the Required Payment minus the Bid Amount. The Initial Payment shall be payable by the Corporation to the Assuming Bank if the Initial Payment is a negative amount. The Initial Payment shall be payable by the Assuming Bank to the Corporation if the Initial Payment is positive.

**"Legal Balance"** means the amount of indebtedness legally owed by an Obligor with respect to a Loan, including principal and accrued and unpaid interest, late fees, attorneys' fees and expenses, taxes, insurance premiums, and similar charges, if any.

**"Liabilities Assumed"** has the meaning provided in Section 2.1.

**"Lien"** means any mortgage, lien, pledge, charge, assignment for security purposes, security interest, or encumbrance of any kind with respect to an Asset, including any conditional sale agreement or capital lease or other title retention agreement relating to such Asset.

**"Loans"** means all of the following owed to or held by the Failed Bank as of Bank Closing:

(i) loans (including loans which have been charged off the Accounting Records of the Failed Bank in whole or in part prior to Bank Closing), participation agreements, interests in participations, overdrafts of customers (including but not limited to overdrafts made pursuant to an overdraft protection plan or similar extensions of credit in connection with a deposit account), revolving commercial lines of credit, home equity lines of credit, Commitments, United States and/or State-guaranteed student loans, and lease financing contracts;

(ii) all Liens, rights (including rights of set-off), remedies, powers, privileges, demands, claims, priorities, equities and benefits owned or held by, or accruing or to accrue to or for the benefit of, the holder of the obligations or instruments referred to in clause (i) above, including but not limited to those arising under or based upon Credit Documents, casualty insurance policies and binders, standby letters of credit, mortgagee title insurance policies and binders, payment bonds and performance bonds at any time and from time to time existing with respect to any of the obligations or instruments referred to in clause (i) above; and

(iii) all amendments, modifications, renewals, extensions, refinancings, and refundings of or for any of the foregoing;

provided, that there shall be excluded from the definition of "Loans" amounts owing under Qualified Financial Contracts.

**"Obligor"** means each Person liable for the full or partial payment or performance of any Loan, whether such Person is obligated directly, indirectly, primarily, secondarily, jointly, or severally.

**"Other Real Estate"** means all interests in real estate (other than Bank Premises and Fixtures), including but not limited to mineral rights, leasehold rights, condominium and cooperative interests, air rights and development rights that are owned by the Failed Bank.

**"Payment Date"** means the first Business Day after Bank Closing.

**"Person"** means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof, excluding the Corporation.

**"Primary Indemnitor"** means any Person (other than the Assuming Bank or any of its Affiliates) who is obligated to indemnify or insure, or otherwise make payments (including payments on account of claims made against) to or on behalf of any Person in connection with the claims covered under Article XII, including without limitation any insurer issuing any directors and officers liability policy or any Person issuing a financial institution bond or banker's blanket bond.

**"Proforma"** means producing a balance sheet that reflects a reasonably accurate financial statement of the Failed Bank through the date of closing. The Proforma financial statements serve as a basis for the opening entries of both the Assuming Bank and the Receiver.

**"Put Date"** has the meaning provided in Section 3.4.

**"Put Notice"** has the meaning provided in Section 3.4.

**"Qualified Financial Contract"** means a qualified financial contract as defined in 12 U.S.C. Section 1821(e)(8)(D).

**"Record"** means any document, microfiche, microfilm and computer records (including but not limited to magnetic tape, disc storage, card forms and printed copy) of the Failed Bank generated or maintained by the Failed Bank that is owned by or in the possession of the Receiver at Bank Closing.

**"Related Liability"** with respect to any Asset means any liability existing and reflected on the Accounting Records of the Failed Bank as of Bank Closing for (i) indebtedness secured by mortgages, deeds of trust, chattel mortgages, security interests or other liens on or affecting such Asset, (ii) ad valorem taxes applicable to such Asset, and (iii) any other obligation determined by the Receiver to be directly related to such Asset.

**"Related Liability Amount"** with respect to any Related Liability on the books of the Assuming Bank, means the amount of such Related Liability as stated on the Accounting Records of the Assuming Bank (as maintained in accordance with generally accepted accounting principles) as of the date as of which the Related Liability Amount is being determined. With respect to a liability that relates to more than one asset, the amount of such Related Liability shall be allocated among such assets for the purpose of determining the Related Liability Amount with

respect to any one of such assets. Such allocation shall be made by specific allocation, where determinable, and otherwise shall be pro rata based upon the dollar amount of such assets stated on the Accounting Records of the entity that owns such asset.

**"Required Payment"** means \$50,000,000.00.

**"Repurchase Price"** means with respect to any Asset or asset, which shall be determined by the Receiver, the lesser of (a) or (b):

(a) (i) in the event of a negative Bid Amount, the amount paid by the Assuming Bank, discounted by a percentage equal to the quotient produced by dividing the Assuming Bank's Bid Amount by the aggregate Book Value of the Risk Assets of the Failed Bank;

(ii) in the event of a negative Bid Amount, the amount resulting from (a)(i), above, or in the event of a positive Bid Amount, the amount paid by the Assuming Bank, (x) for a Loan, shall be decreased by any portion of the Loan classified "loss" and by one-half of any portion of the Loan classified "doubtful" as of the date of Bank Closing, and (y) for any Asset or asset, including a Loan, decreased by the amount of any money received with respect thereto since Bank Closing and, if the Asset is a Loan or other interest bearing or earning asset, the resulting amount shall then be increased or decreased, as the case may be, by interest or discount (whichever is applicable) accrued from and after Bank Closing at the lower of: (i) the contract rate with respect to such Asset, or (ii) the Settlement Interest Rate; net proceeds received by or due to the Assuming Bank from the sale of collateral, any forgiveness of debt, or otherwise shall be deemed money received by the Assuming Bank; or

(b) the dollar amount thereof stated on the Accounting Records of the Assuming Bank as of the date as of which the Repurchase Price is being determined, as maintained in accordance with generally accepted accounting principles, and, if the asset is a Loan, regardless of the Legal Balance thereof and adjusted in the same manner as the Book Value of a Failed Bank Loan would be adjusted hereunder.

Provided, however, (b), above, shall not be applicable and the Bid Amount shall be considered to have been positive for Loans repurchased pursuant to Section 3.4(a).

**"Risk Assets"** means (i) all Loans purchased hereunder, excluding (a) New Loans and (b) Loans to the extent secured by Assumed Deposits (and not included in (i)(a)), plus (ii) the Accrued Interest Receivable, Prepaid Expense, and Other Assets.

**"Safe Deposit Boxes"** means the safe deposit boxes of the Failed Bank, if any, including the removable safe deposit boxes and safe deposit stacks in the Failed Bank's vault(s), all rights and benefits (other than fees collected prior to Bank Closing) under rental agreements with respect to such safe deposit boxes, and all keys and combinations thereto.

**"Settlement Date"** means the first Business Day immediately prior to the day which is one hundred eighty (180) days after Bank Closing, or such other date prior thereto as

may be agreed upon by the Receiver and the Assuming Bank. The Receiver, in its discretion, may extend the Settlement Date.

**"Settlement Interest Rate"** means, for the first calendar quarter or portion thereof during which interest accrues, the rate determined by the Receiver to be equal to the equivalent coupon issue yield on twenty-six (26)-week United States Treasury Bills in effect as of Bank Closing as published in The Wall Street Journal; provided, that if no such equivalent coupon issue yield is available as of Bank Closing, the equivalent coupon issue yield for such Treasury Bills most recently published in The Wall Street Journal prior to Bank Closing shall be used. Thereafter, the rate shall be adjusted to the rate determined by the Receiver to be equal to the equivalent coupon issue yield on such Treasury Bills in effect as of the first day of each succeeding calendar quarter during which interest accrues as published in The Wall Street Journal.

**"Subsidiary"** has the meaning set forth in Section 3(w)(4) of the Federal Deposit Insurance Act, 12 U.S.C. Section 1813(w)(4), as amended.

## ARTICLE II ASSUMPTION OF LIABILITIES

**2.1 Liabilities Assumed by Assuming Bank.** Subject to Sections 2.5 and 4.8, the Assuming Bank expressly assumes at Book Value (subject to adjustment pursuant to Article VIII) and agrees to pay, perform, and discharge, all of the liabilities of the Failed Bank which are reflected on the Books and Records of the Failed Bank as of Bank Closing, including the Assumed Deposits and all liabilities associated with any and all employee benefit plans, except as listed on the attached Schedule 2.1, and as otherwise provided in this Agreement (such liabilities referred to as "Liabilities Assumed"). Notwithstanding Section 4.8, the Assuming Bank specifically assumes all mortgage servicing rights and obligations of the Failed Bank.

**2.2 Interest on Deposit Liabilities.** The Assuming Bank agrees that it will assume all deposit contracts as of Bank Closing, and it will accrue and pay interest on Deposit liabilities assumed pursuant to Section 2.1 at the same rate(s) and on the same terms as agreed to by the Failed Bank as existed as of Bank Closing. If such Deposit has been pledged to secure an obligation of the depositor or other party, any withdrawal thereof shall be subject to the terms of the agreement governing such pledge.

**2.3 Unclaimed Deposits.** If, within eighteen (18) months after Bank Closing, any depositor of the Failed Bank does not claim or arrange to continue such depositor's Deposit assumed pursuant to Section 2.1 at the Assuming Bank, the Assuming Bank shall, within fifteen (15) Business Days after the end of such eighteen (18)-month period, (i) refund to the Corporation the full amount of each such Deposit (without reduction for service charges), (ii) provide to the Corporation an electronic schedule of all such refunded Deposits in such form as may be prescribed by the Corporation, and (iii) assign, transfer, convey and deliver to the Receiver all right, title and interest of the Assuming Bank in and to Records previously transferred to the Assuming Bank and other records generated or maintained by the Assuming Bank pertaining to such Deposits. During such eighteen (18)-month period, at the request of the

Corporation, the Assuming Bank promptly shall provide to the Corporation schedules of unclaimed deposits in such form as may be prescribed by the Corporation.

**2.4 Omitted.**

**2.5 Borrower Claims.** Notwithstanding anything to the contrary in this Agreement, any liability associated with borrower claims for payment of or liability to any borrower for monetary relief, or that provide for any other form of relief to any borrower, whether or not such liability is reduced to judgment, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, legal or equitable, judicial or extra-judicial, secured or unsecured, whether asserted affirmatively or defensively, related in any way to any loan or commitment to lend made by the Failed Bank prior to failure, or to any loan made by a third party in connection with a loan which is or was held by the Failed Bank, or otherwise arising in connection with the Failed Bank's lending or loan purchase activities are specifically not assumed by the Assuming Bank.

**ARTICLE III  
PURCHASE OF ASSETS**

**3.1 Assets Purchased by Assuming Bank.** Subject to Sections 3.5, 3.6 and 4.8, the Assuming Bank hereby purchases from the Receiver, and the Receiver hereby sells, assigns, transfers, conveys, and delivers to the Assuming Bank, all right, title, and interest of the Receiver in and to all of the assets (real, personal and mixed, wherever located and however acquired) including all subsidiaries, joint ventures, partnerships, and any and all other business combinations or arrangements, whether active, inactive, dissolved or terminated, of the Failed Bank whether or not reflected on the books of the Failed Bank as of Bank Closing. Assets are purchased hereunder by the Assuming Bank subject to all liabilities for indebtedness collateralized by Liens affecting such Assets to the extent provided in Section 2.1. The subsidiaries, joint ventures, partnerships, and any and all other business combinations or arrangements, whether active, inactive, dissolved or terminated being purchased by the Assuming Bank includes, but is not limited to, the entities listed on Schedule 3.1a. Notwithstanding Section 4.8, the Assuming Bank specifically purchases all mortgage servicing rights and obligations of the Failed Bank.

**3.2 Asset Purchase Price.**

(a) All Assets and assets of the Failed Bank subject to an option to purchase by the Assuming Bank shall be purchased for the amount, or the amount resulting from the method specified for determining the amount, as specified on Schedule 3.2, except as otherwise may be provided herein. Any Asset, asset of the Failed Bank subject to an option to purchase or other asset purchased for which no purchase price is specified on Schedule 3.2 or otherwise herein shall be purchased at its Book Value. Loans or other assets charged off the Accounting Records of the Failed Bank prior to the date of Bank Closing shall be purchased at a price of zero.

(b) The purchase price for securities (other than the capital stock of any Acquired Subsidiary) purchased under Section 3.1 by the Assuming Bank shall be the market value thereof as of Bank Closing, which market value shall be (i) the "Mid/Last", or "Trade" (as applicable), market price for each such security quoted at the close of the trading day effective on Bank Closing as published electronically by Bloomberg, L.P.; (ii) provided, that if such market price is not available for any such security, the Assuming Bank will submit a bid for each such security within three days of notification/bid request by the Receiver (unless a different time period is agreed to by the Assuming Bank and the Receiver) and the Receiver, in its sole discretion will accept or reject each such bid; and (iii) further provided in the absence of an acceptable bid from the Assuming Bank, each such security shall not pass to the Assuming Bank and shall be deemed to be an excluded asset hereunder.

(c) Qualified Financial Contracts shall be purchased at market value determined in accordance with the terms of Exhibit 3.2(c). Any costs associated with such valuation shall be shared equally by the Receiver and the Assuming Bank.

**3.3 Manner of Conveyance; Limited Warranty; Nonrecourse; Etc.** THE CONVEYANCE OF ALL ASSETS, INCLUDING REAL AND PERSONAL PROPERTY INTERESTS, PURCHASED BY THE ASSUMING BANK UNDER THIS AGREEMENT SHALL BE MADE, AS NECESSARY, BY RECEIVER'S DEED OR RECEIVER'S BILL OF SALE, "AS IS", "WHERE IS", WITHOUT RECOURSE AND, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, WITHOUT ANY WARRANTIES WHATSOEVER WITH RESPECT TO SUCH ASSETS, EXPRESS OR IMPLIED, WITH RESPECT TO TITLE, ENFORCEABILITY, COLLECTIBILITY, DOCUMENTATION OR FREEDOM FROM LIENS OR ENCUMBRANCES (IN WHOLE OR IN PART), OR ANY OTHER MATTERS.

**3.4 Puts of Assets to the Receiver.**

(a) Omitted.

(b) **Puts Prior to the Settlement Date.** During the period from Bank Closing to and including the Business Day immediately preceding the Settlement Date, the Assuming Bank shall be entitled to require the Receiver to purchase any Asset which the Assuming Bank can establish is evidenced by forged or stolen instruments as of Bank Closing. The Assuming Bank shall transfer all such Assets to the Receiver without recourse, and shall indemnify the Receiver against any and all claims of any Person claiming by, through or under the Assuming Bank with respect to any such Asset, as provided in Section 12.4.

(c) **Notices to the Receiver.** In the event that the Assuming Bank elects to require the Receiver to purchase one or more Assets, the Assuming Bank shall deliver to the Receiver a notice (a "Put Notice") which shall include:

- (i) a list of all Assets that the Assuming Bank requires the Receiver to purchase;

- (ii) a list of all Related Liabilities with respect to the Assets identified pursuant to (i) above; and
- (iii) a statement of the estimated Repurchase Price of each Asset identified pursuant to (i) above as of the applicable Put Date.

Such notice shall be in the form prescribed by the Receiver or such other form to which the Receiver shall consent. As provided in Section 9.6, the Assuming Bank shall deliver to the Receiver such documents, Credit Files and such additional information relating to the subject matter of the Put Notice as the Receiver may request and shall provide to the Receiver full access to all other relevant books and records.

(d) **Purchase by Receiver.** The Receiver shall purchase Loans that are specified in the Put Notice and shall assume Related Liabilities with respect to such Loans, and the transfer of such Loans and Related Liabilities shall be effective as of a date determined by the Receiver which date shall not be later than thirty (30) days after receipt by the Receiver of the Credit Files with respect to such Loans (the "Put Date").

(e) **Purchase Price and Payment Date.** Each Loan purchased by the Receiver pursuant to this Section 3.4 shall be purchased at a price equal to the Repurchase Price of such Loan less the Related Liability Amount applicable to such Loan, in each case determined as of the applicable Put Date. If the difference between such Repurchase Price and such Related Liability Amount is positive, then the Receiver shall pay to the Assuming Bank the amount of such difference; if the difference between such amounts is negative, then the Assuming Bank shall pay to the Receiver the amount of such difference. The Assuming Bank or the Receiver, as the case may be, shall pay the purchase price determined pursuant to this Section 3.4(e) not later than the twentieth (20th) Business Day following the applicable Put Date, together with interest on such amount at the Settlement Interest Rate for the period from and including such Put Date to and including the day preceding the date upon which payment is made.

(f) **Servicing.** The Assuming Bank shall administer and manage any Asset subject to purchase by the Receiver in accordance with usual and prudent banking standards and business practices until such time as such Asset is purchased by the Receiver.

(g) **Reversals.** In the event that the Receiver purchases an Asset (and assumes the Related Liability) that it is not required to purchase pursuant to this Section 3.4, the Assuming Bank shall repurchase such Asset (and assume such Related Liability) from the Receiver at a price computed so as to achieve the same economic result as would apply if the Receiver had never purchased such Asset pursuant to this Section 3.4.

**3.5 Assets Not Purchased by Assuming Bank.** The Assuming Bank does not purchase, acquire or assume, or (except as otherwise expressly provided in this Agreement) obtain an option to purchase, acquire or assume under this Agreement the assets or Assets listed on the attached Schedule 3.5.

**3.6 Assets Essential to Receiver.**

(a) The Receiver may refuse to sell to the Assuming Bank, or the Assuming Bank agrees, at the request of the Receiver set forth in a written notice to the Assuming Bank, to assign, transfer, convey, and deliver to the Receiver all of the Assuming Bank's right, title and interest in and to, any Asset or asset essential to the Receiver as determined by the Receiver in its discretion (together with all Credit Documents evidencing or pertaining thereto), which may include any Asset or asset that the Receiver determines to be:

- (i) made to an officer, director, or other Person engaging in the affairs of the Failed Bank, its Subsidiaries or Affiliates or any related entities of any of the foregoing;
- (ii) the subject of any investigation relating to any claim with respect to any item described in Section 3.5(a) or (b), or the subject of, or potentially the subject of, any legal proceedings;
- (iii) made to a Person who is an Obligor on a loan owned by the Receiver or the Corporation in its corporate capacity or its capacity as receiver of any institution;
- (iv) secured by collateral which also secures any asset owned by the Receiver; or
- (v) related to any asset of the Failed Bank not purchased by the Assuming Bank under this Article III or any liability of the Failed Bank not assumed by the Assuming Bank under Article II.

(b) Each such Asset or asset purchased by the Receiver shall be purchased at a price equal to the Repurchase Price thereof less the Related Liability Amount with respect to any Related Liabilities related to such Asset or asset, in each case determined as of the date of the notice provided by the Receiver pursuant to Section 3.6(a). The Receiver shall pay the Assuming Bank not later than the twentieth (20th) Business Day following receipt of related Credit Documents and Credit Files together with interest on such amount at the Settlement Interest Rate for the period from and including the date of receipt of such documents to and including the day preceding the day on which payment is made. The Assuming Bank agrees to administer and manage each such Asset or asset in accordance with usual and prudent banking standards and business practices until each such Asset or asset is purchased by the Receiver. All transfers with respect to Asset or assets under this Section 3.6 shall be made as provided in Section 9.6. The Assuming Bank shall transfer all such Asset or assets and Related Liabilities to the Receiver without recourse, and shall indemnify the Receiver against any and all claims of any Person claiming by, through or under the Assuming Bank with respect to any such Asset or asset, as provided in Section 12.4.

#### ARTICLE IV



## ASSUMPTION OF CERTAIN DUTIES AND OBLIGATIONS

The Assuming Bank agrees with the Receiver and the Corporation as follows:

**4.1 Continuation of Banking Business.** The Assuming Bank agrees to provide full service banking in the trade area of the Failed Bank commencing on the first banking business day (including a Saturday) after Bank Closing. At the option of the Assuming Bank, such banking services may be provided at any or all of the Bank Premises, or at other premises within such trade area.

**4.2 Agreement with Respect to Debit and Credit Card Business.** The Assuming Bank agrees to honor and perform, from and after Bank Closing, all duties and obligations with respect to the Failed Bank's debit and credit card business, and/or processing related to debit and credit cards, if any, and assumes all outstanding extensions of credit with respect thereto.

**4.3 Agreement with Respect to Safe Deposit Business.** The Assuming Bank assumes and agrees to discharge, from and after Bank Closing; in the usual course of conducting a banking business, the duties and obligations of the Failed Bank with respect to all Safe Deposit Boxes, if any, of the Failed Bank and to maintain all of the necessary facilities for the use of such boxes by the renters thereof during the period for which such boxes have been rented and the rent therefor paid to the Failed Bank, subject to the provisions of the rental agreements between the Failed Bank and the respective renters of such boxes; provided, that the Assuming Bank may relocate the Safe Deposit Boxes of the Failed Bank to any office of the Assuming Bank located in the trade area of the Failed Bank. Fees related to the safe deposit business collected prior to Bank Closing shall be for the benefit of the Receiver and fees collected after Bank Closing shall be for the benefit of the Assuming Bank.

**4.4 Agreement with Respect to Safekeeping Business.** The Receiver transfers, conveys and delivers to the Assuming Bank and the Assuming Bank accepts all securities and other items, if any, held by the Failed Bank in safekeeping for its customers as of Bank Closing. The Assuming Bank assumes and agrees to honor and discharge, from and after Bank Closing, the duties and obligations of the Failed Bank with respect to such securities and items held in safekeeping. The Assuming Bank shall be entitled to all rights and benefits heretofore accrued or hereafter accruing with respect thereto; provided, that, fees related to the safe keeping business collected prior to Bank Closing shall be for the benefit of the Receiver and fees collected after Bank Closing shall be for the benefit of the Assuming Bank. The Assuming Bank shall provide to the Receiver written verification of all assets held by the Failed Bank for safekeeping within sixty (60) days after Bank Closing.

**4.5 Agreement with Respect to Trust Business.**

(a) The Assuming Bank shall, without further transfer, substitution, act or deed, to the full extent permitted by law, succeed to the rights, obligations, properties, assets, investments, deposits, agreements, and trusts of the Failed Bank under trusts, executorships, administrations, guardianships, and agencies, and other fiduciary or representative capacities, all to the same extent as though the Assuming Bank had assumed the same from the Failed Bank prior to Bank

Closing; provided, that any liability based on the misfeasance, malfeasance or nonfeasance of the Failed Bank, its directors, officers, employees or agents with respect to the trust business is not assumed hereunder.

(b) The Assuming Bank shall, to the full extent permitted by law, succeed to, and be entitled to take and execute, the appointment to all executorships, trusteeships, guardianships and other fiduciary or representative capacities to which the Failed Bank is or may be named in wills, whenever probated, or to which the Failed Bank is or may be named or appointed by any other instrument.

(c) In the event additional proceedings of any kind are necessary to accomplish the transfer of such trust business, the Assuming Bank agrees that, at its own expense, it will take whatever action is necessary to accomplish such transfer. The Receiver agrees to use reasonable efforts to assist the Assuming Bank in accomplishing such transfer.

(d) The Assuming Bank shall provide to the Receiver written verification of the assets held in connection with the Failed Bank's trust business within sixty (60) days after Bank Closing.

#### 4.6 Agreement with Respect to Bank Premises.

(a) Option to Lease. The Receiver hereby grants to the Assuming Bank an exclusive option for the period of ninety (90) days commencing the day after Bank Closing to cause the Receiver to assign to the Assuming Bank any or all leases for leased Bank Premises, if any, which have been continuously occupied by the Assuming Bank from Bank Closing to the date it elects to accept an assignment of the leases with respect thereto to the extent such leases can be assigned; provided, that the exercise of this option with respect to any lease must be as to all premises or other property subject to the lease. If an assignment cannot be made of any such leases, the Receiver may, in its discretion, enter into subleases with the Assuming Bank containing the same terms and conditions provided under such existing leases for such leased Bank Premises or other property. The Assuming Bank shall give notice to the Receiver within the option period of its election to accept or not to accept an assignment of any or all leases (or enter into subleases or new leases in lieu thereof). The Assuming Bank agrees to assume all leases assigned (or enter into subleases in lieu thereof) pursuant to this Section 4.6.

(b) Facilitation. The Receiver agrees to facilitate the assumption, assignment or sublease of leases or the negotiation of new leases by the Assuming Bank; provided, that neither the Receiver nor the Corporation shall be obligated to engage in litigation, make payments to the Assuming Bank or to any third party in connection with facilitating any such assumption, assignment, sublease or negotiation or commit to any other obligations to third parties.

(c) Occupancy. The Assuming Bank shall give the Receiver fifteen (15) days' prior written notice of its intention to vacate prior to vacating any leased Bank Premises with respect to which the Assuming Bank has not exercised the option provided in Section 4.6(a). Any such notice shall be deemed to terminate the Assuming Bank's option with respect to such leased Bank Premises.

(d) **Occupancy Costs.**

(i) The Assuming Bank agrees, during the period of any occupancy by it of leased Bank Premises, to pay to the Receiver, or to appropriate third parties at the direction of the Receiver, all operating costs with respect thereto and to comply with all relevant terms of applicable leases entered into by the Failed Bank, including without limitation the timely payment of all rent, taxes, fees, charges, utilities, insurance and assessments.

(ii) The Assuming Bank agrees during the period of occupancy by it of leased Bank Premises to pay to the Receiver rent for the use of all leased Furniture and Equipment and all owned or leased Fixtures located on such Bank Premises for the period of such occupancy. Rent for such property owned by the Failed Bank shall be the market rental value thereof, as determined by the Receiver within sixty (60) days after Bank Closing. Rent for such leased property shall be an amount equal to any and all rent and other amounts which the Receiver incurs or accrues as an obligation or is obligated to pay for such period of occupancy pursuant to all leases and contracts with respect to such property. If the Assuming Bank purchases any owned Fixtures in accordance with Section 4.6(f), the amount of any rents paid by the Assuming Bank with respect thereto shall be applied as an offset against the purchase price thereof.

(e) **Certain Requirements as to Furniture, Equipment and Fixtures.** If the Assuming Bank accepts an assignment of the lease (or enters into a sublease or a new lease in lieu thereof) for leased Bank Premises, or if the Assuming Bank does not exercise such option but within twelve (12) months following Bank Closing obtains the right to occupy such premises (whether by assignment, lease, sublease, purchase or otherwise), other than in accordance with Section 4.6(a), the Assuming Bank shall (i) accept an assignment or a sublease of the leases or negotiate new leases for all Furniture and Equipment and Fixtures leased by the Failed Bank and located thereon, and (ii) if applicable, accept an assignment or a sublease of any ground lease or negotiate a new ground lease with respect to any land on which such Bank Premises are located; provided, that the Receiver shall not have disposed of such Furniture and Equipment and Fixtures or repudiated the leases specified in clause (i) or (ii).

(f) **Vacating Premises.** If the Assuming Bank elects not to accept an assignment of the lease or sublease any leased Bank Premises, the notice of such election in accordance with Section 4.6(a) shall specify the date upon which the Assuming Bank's occupancy of such leased Bank Premises shall terminate, which date shall not be later than the date which is one hundred eighty (180) days after Bank Closing. Upon vacating such premises, the Assuming Bank shall relinquish and release to the Receiver such premises and the Fixtures located thereon in the same condition as at Bank Closing, normal wear and tear excepted. By failing to provide notice of its intention to vacate such premises prior to the expiration of the option period specified in Section 4.6(a), or by occupying such premises after the one hundred eighty (180)-day period specified above in this paragraph, the Assuming Bank shall, at the Receiver's option, (x) be deemed to have assumed all leases, obligations and liabilities with respect to such premises (including any ground lease with respect to the land on which premises are located), and leased Furniture and Equipment and leased Fixtures located thereon in accordance with this Section 4.6 (unless the

Receiver previously repudiated any such lease), and (y) be required to purchase all Fixtures owned by the Failed Bank and located on such premises as of Bank Closing.

(g) Omitted.

#### **4.7 Agreement with Respect to Leased Data Processing Equipment**

(a) The Receiver hereby grants to the Assuming Bank an exclusive option for the period of ninety (90) days commencing the day after Bank Closing to accept an assignment from the Receiver of any or all Data Processing Leases to the extent that such Data Processing Leases can be assigned.

(b) The Assuming Bank shall (i) give written notice to the Receiver within the option period specified in Section 4.7(a) of its intent to accept an assignment or sublease of any or all Data Processing Leases and promptly accept an assignment or sublease of such Data Processing Leases, and (ii) give written notice to the appropriate lessor(s) that it has accepted an assignment or sublease of any such Data Processing Leases.

(c) The Receiver agrees to facilitate the assignment or sublease of Data Processing Leases or the negotiation of new leases or license agreements by the Assuming Bank; provided, that neither the Receiver nor the Corporation shall be obligated to engage in litigation or make payments to the Assuming Bank or to any third party in connection with facilitating any such assumption, assignment, sublease or negotiation.

(d) The Assuming Bank agrees, during its period of use of any property subject to a Data Processing Lease, to pay to the Receiver or to appropriate third parties at the direction of the Receiver all operating costs with respect thereto and to comply with all relevant terms of the applicable Data Processing Leases entered into by the Failed Bank, including without limitation the timely payment of all rent, taxes, fees, charges, utilities, insurance and assessments.

(e) The Assuming Bank shall, not later than fifty (50) days after giving the notice provided in Section 4.7(b), (i) relinquish and release to the Receiver all property subject to the relevant Data Processing Lease, in the same condition as at Bank Closing, normal wear and tear excepted, or (ii) accept an assignment or a sublease thereof or negotiate a new lease or license agreement under this Section 4.7.

#### **4.8 Agreement with Respect to Certain Existing Agreements.**

With respect to agreements existing as of Bank Closing which provide for the rendering of services by or to the Failed Bank, within one hundred twenty (120) days after Bank Closing, the Assuming Bank shall give the Receiver written notice specifying whether it elects to assume or not to assume each such agreement. Except as may be otherwise provided in this Article IV, the Assuming Bank agrees to comply with the terms of each such agreement for a period commencing on the day after Bank Closing and ending on: (i) in the case of an agreement that provides for the rendering of services by the Failed Bank, the date which is ninety (90) days after Bank Closing, and (ii) in the case of an agreement that provides for the rendering of services to

the Failed Bank, the date which is thirty (30) days after the Assuming Bank has given notice to the Receiver of its election not to assume such agreement; provided, that the Receiver can reasonably make such service agreements available to the Assuming Bank. The Assuming Bank shall be deemed by the Receiver to have assumed agreements for which no notification is timely given. The Receiver agrees to assign, transfer, convey, and deliver to the Assuming Bank all right, title and interest of the Receiver, if any, in and to agreements the Assuming Bank assumes hereunder. In the event the Assuming Bank elects not to accept an assignment of any lease (or sublease) or negotiate a new lease for leased Bank Premises under Section 4.6 and does not otherwise occupy such premises, the provisions of this Section 4.8 shall not apply to service agreements related to such premises. The Assuming Bank agrees, during the period it has the use or benefit of any such agreement, promptly to pay to the Receiver or to appropriate third parties at the direction of the Receiver all operating costs with respect thereto and to comply with all relevant terms of such agreement. This paragraph shall not apply with respect to deposit contracts which are expressly assumed by the Assuming Bank under Section 2.2 of this Agreement.

**4.9 Informational Tax Reporting.** The Assuming Bank agrees to perform all obligations of the Failed Bank with respect to Federal and State income tax informational reporting related to (i) the Assets and the Liabilities Assumed, (ii) deposit accounts that were closed and loans that were paid off or collateral obtained with respect thereto prior to Bank Closing, (iii) miscellaneous payments made to vendors of the Failed Bank, and (iv) any other asset or liability of the Failed Bank, including, without limitation, loans not purchased and Deposits not assumed by the Assuming Bank, as may be required by the Receiver.

Under a private letter ruling (PLR) issued to the FDIC in January of 1988, the Internal Revenue Service will allow the Assuming Bank to report for the Failed Bank transactions under its own TIN for the entire year 2008; there is no need to dual-report for different payors in pre- v. post-closing date periods.

The Assuming Bank agrees to prepare on behalf of the Receiver all required Federal and State compliance and income/franchise tax returns for the Failed Bank and acquired subsidiary entities as of Bank Closing. The returns will be provided to the Receiver within the statutorily required filing timeframe.

**4.10 Insurance.** The Assuming Bank agrees to obtain insurance coverage effective from and after Bank Closing, including public liability, fire and extended coverage insurance acceptable to the Receiver with respect to leased Bank Premises that it occupies, and all leased Furniture and Equipment and Fixtures and leased data processing equipment (including hardware and software) located thereon, in the event such insurance coverage is not already in force and effect with respect to the Assuming Bank as the insured as of Bank Closing. All such insurance shall, where appropriate (as determined by the Receiver), name the Receiver as an additional insured.

**4.11 Office Space for Receiver and Corporation.** For the period commencing on the day following Bank Closing and ending on the one hundred eightieth (180th) day thereafter, the Assuming Bank agrees to provide to the Receiver and the Corporation, without charge, adequate

and suitable office space (including parking facilities and vault space), furniture, equipment (including photocopying and telecopying machines) and utilities (including local telephone service and a dedicated broadband or T-1 internet service) at the Bank Premises occupied by the Assuming Bank for their use in the discharge of their respective functions with respect to the Failed Bank. In the event the Receiver and the Corporation determine that the space provided is inadequate or unsuitable, the Receiver and the Corporation may relocate to other quarters having adequate and suitable space and the costs of relocation and any rental and utility costs for the balance of the period of occupancy by the Receiver and the Corporation shall be borne by the Assuming Bank.

4.12 Omitted.

4.13 Omitted.

## **ARTICLE V DUTIES WITH RESPECT TO DEPOSITORS OF THE FAILED BANK**

5.1 Payment of Checks, Drafts and Orders. Subject to Section 9.5, the Assuming Bank agrees to pay all properly drawn checks, drafts and withdrawal orders of depositors of the Failed Bank presented for payment, whether drawn on the check or draft forms provided by the Failed Bank or by the Assuming Bank, to the extent that the Deposit balances to the credit of the respective makers or drawers assumed by the Assuming Bank under this Agreement are sufficient to permit the payment thereof, and in all other respects to discharge, in the usual course of conducting a banking business, the duties and obligations of the Failed Bank with respect to the Deposit balances due and owing to the depositors of the Failed Bank assumed by the Assuming Bank under this Agreement.

5.2 Certain Agreements Related to Deposits. Subject to Section 2.2, the Assuming Bank agrees to honor the terms and conditions of any written escrow or mortgage servicing agreement or other similar agreement relating to a Deposit liability assumed by the Assuming Bank pursuant to this Agreement.

5.3 Notice to Depositors.

(a) Within thirty (30) days after Bank Closing, the Assuming Bank shall give (i) notice to depositors of the Failed Bank of its assumption of the Deposit liabilities of the Failed Bank, and (ii) any notice required under Section 2.2, by mailing to each such depositor a notice with respect to such assumption and by advertising in a newspaper of general circulation in the county or counties in which the Failed Bank was located. The Assuming Bank agrees that it will obtain prior approval of all such notices and advertisements from counsel for the Receiver and that such notices and advertisements shall not be mailed or published until such approval is received.

(b) The Assuming Bank shall give notice by mail to depositors of the Failed Bank concerning the procedures to claim their deposits, which notice shall be provided to the

Assuming Bank by the Receiver or the Corporation. Such notice shall be included with the notice to depositors to be mailed by the Assuming Bank pursuant to Section 5.3(a).

(c) If the Assuming Bank proposes to charge fees different from those charged by the Failed Bank before it establishes new deposit account relationships with the depositors of the Failed Bank, the Assuming Bank shall give notice by mail of such changed fees to such depositors.

## **ARTICLE VI RECORDS**

### **6.1 Transfer of Records.**

(a) In accordance with Section 3.1, the Receiver assigns, transfers, conveys and delivers to the Assuming Bank the following Records pertaining to the Deposit liabilities of the Failed Bank assumed by the Assuming Bank under this Agreement, except as provided in Section 6.4:

- (i) signature cards, orders, contracts between the Failed Bank and its depositors and Records of similar character;
- (ii) passbooks of depositors held by the Failed Bank, deposit slips, cancelled checks and withdrawal orders representing charges to accounts of depositors;

and the following Records pertaining to the Assets:

- (iii) records of deposit balances carried with other banks, bankers or trust companies;
- (iv) Loan and collateral records and Credit Files and other documents;
- (v) deeds, mortgages, abstracts, surveys, and other instruments or records of title pertaining to real estate or real estate mortgages;
- (vi) signature cards, agreements and records pertaining to Safe Deposit Boxes, if any; and
- (vii) records pertaining to the credit card business, trust business or safekeeping business of the Failed Bank, if any.

(b) The Receiver, at its option, may assign and transfer to the Assuming Bank by a single blanket assignment or otherwise, as soon as practicable after Bank Closing, any other Records not assigned and transferred to the Assuming Bank as provided in this Agreement, including but not limited to loan disbursement checks, general ledger tickets, official bank checks, proof transactions (including proof tapes) and paid out loan files.

**6.2 Delivery of Assigned Records.** The Receiver shall deliver to the Assuming Bank all Records described in (i) Section 6.1(a) as soon as practicable on or after the date of this Agreement, and (ii) Section 6.1(b) as soon as practicable after making any assignment described therein.

**6.3 Preservation of Records.** The Assuming Bank agrees that it will preserve and maintain for the joint benefit of the Receiver, the Corporation and the Assuming Bank, all Records of which it has custody for such period as either the Receiver or the Corporation in its discretion may require, until directed otherwise, in writing, by the Receiver or Corporation. The Assuming Bank shall have the primary responsibility to respond to subpoenas, discovery requests, and other similar official inquiries with respect to the Records of which it has custody.

**6.4 Access to Records; Copies.** The Assuming Bank agrees to permit the Receiver and the Corporation access to all Records of which the Assuming Bank has custody, and to use, inspect, make extracts from or request copies of any such Records in the manner and to the extent requested, and to duplicate, in the discretion of the Receiver or the Corporation, any Record in the form of microfilm or microfiche pertaining to Deposit account relationships; provided, that in the event that the Failed Bank maintained one or more duplicate copies of such microfilm or microfiche Records, the Assuming Bank hereby assigns, transfers, and conveys to the Corporation one such duplicate copy of each such Record without cost to the Corporation, and agrees to deliver to the Corporation all Records assigned and transferred to the Corporation under this Article VI as soon as practicable on or after the date of this Agreement. The party requesting a copy of any Record shall bear the cost (based on standard accepted industry charges to the extent applicable, as determined by the Receiver) for providing such duplicate Records. A copy of each Record requested shall be provided as soon as practicable by the party having custody thereof.

## **ARTICLE VII BID; INITIAL PAYMENT**

The Assuming Bank has submitted to the Receiver a positive bid of \$1,888,000,000.00 for the Assets purchased and Liabilities Assumed hereunder (the "Bid Amount"). On the Payment Date, the Assuming Bank will pay to the Corporation, or the Corporation will pay to the Assuming Bank, as the case may be, the Initial Payment, together with interest on such amount (if the Payment Date is not the day following the day of Bank Closing) from and including the day following Bank Closing to and including the day preceding the Payment Date at the Settlement Interest Rate.

## **ARTICLE VIII PROFORMA**



The Assuming Bank, as soon as practical after Bank Closing, in accordance with the best information then available, shall provide to the Receiver a Proforma Statement of Condition indicating all assets and liabilities of the Failed Bank as shown on the Failed Bank's books and records as of Bank Closing and reflecting which assets and liabilities are passing to the Assuming Bank and which assets and liabilities are to be retained by the Receiver. In addition, the Assuming Bank is to provide to the Receiver, in a standard data request as defined by the Receiver, an electronic database of all loans, deposits, and subsidiaries and other business combinations owned by the Failed Bank as of Bank Closing. See Schedule 3.1a.

## **ARTICLE IX CONTINUING COOPERATION**

**9.1     General Matters.** The parties hereto agree that they will, in good faith and with their best efforts, cooperate with each other to carry out the transactions contemplated by this Agreement and to effect the purposes hereof.

**9.2     Additional Title Documents.** The Receiver, the Corporation and the Assuming Bank each agree, at any time, and from time to time, upon the request of any party hereto, to execute and deliver such additional instruments and documents of conveyance as shall be reasonably necessary to vest in the appropriate party its full legal or equitable title in and to the property transferred pursuant to this Agreement or to be transferred in accordance herewith. The Assuming Bank shall prepare such instruments and documents of conveyance (in form and substance satisfactory to the Receiver) as shall be necessary to vest title to the Assets in the Assuming Bank. The Assuming Bank shall be responsible for recording such instruments and documents of conveyance at its own expense.

**9.3     Claims and Suits.**

(a)     The Receiver shall have the right, in its discretion, to (i) defend or settle any claim or suit against the Assuming Bank with respect to which the Receiver has indemnified the Assuming Bank in the same manner and to the same extent as provided in Article XII, and (ii) defend or settle any claim or suit against the Assuming Bank with respect to any Liability Assumed, which claim or suit may result in a loss to the Receiver arising out of or related to this Agreement, or which existed against the Failed Bank on or before Bank Closing. The exercise by the Receiver of any rights under this Section 9.3(a) shall not release the Assuming Bank with respect to any of its obligations under this Agreement.

(b)     In the event any action at law or in equity shall be instituted by any Person against the Receiver and the Corporation as codefendants with respect to any asset of the Failed Bank retained or acquired pursuant to this Agreement by the Receiver, the Receiver agrees, at the request of the Corporation, to join with the Corporation in a petition to remove the action to the United States District Court for the proper district. The Receiver agrees to institute, with or without joinder of the Corporation as coplaintiff, any action with respect to any such retained or acquired asset or any matter connected therewith whenever notice requiring such action shall be given by the Corporation to the Receiver.

**9.4 Payment of Deposits.** In the event any depositor does not accept the obligation of the Assuming Bank to pay any Deposit liability of the Failed Bank assumed by the Assuming Bank pursuant to this Agreement and asserts a claim against the Receiver for all or any portion of any such Deposit liability, the Assuming Bank agrees on demand to provide to the Receiver funds sufficient to pay such claim in an amount not in excess of the Deposit liability reflected on the books of the Assuming Bank at the time such claim is made. Upon payment by the Assuming Bank to the Receiver of such amount, the Assuming Bank shall be discharged from any further obligation under this Agreement to pay to any such depositor the amount of such Deposit liability paid to the Receiver.

**9.5 Withheld Payments.** At any time, the Receiver or the Corporation may, in its discretion, determine that all or any portion of any deposit balance assumed by the Assuming Bank pursuant to this Agreement does not constitute a "Deposit" (or otherwise, in its discretion, determine that it is the best interest of the Receiver or Corporation to withhold all or any portion of any deposit), and may direct the Assuming Bank to withhold payment of all or any portion of any such deposit balance. Upon such direction, the Assuming Bank agrees to hold such deposit and not to make any payment of such deposit balance to or on behalf of the depositor, or to itself, whether by way of transfer, set-off, or otherwise. The Assuming Bank agrees to maintain the "withheld payment" status of any such deposit balance until directed in writing by the Receiver or the Corporation as to its disposition. At the direction of the Receiver or the Corporation, the Assuming Bank shall return all or any portion of such deposit balance to the Receiver or the Corporation, as appropriate, and thereupon the Assuming Bank shall be discharged from any further liability to such depositor with respect to such returned deposit balance. If such deposit balance has been paid to the depositor prior to a demand for return by the Corporation or the Receiver, and payment of such deposit balance had not been previously withheld pursuant to this Section, the Assuming Bank shall not be obligated to return such deposit balance to the Receiver or the Corporation. The Assuming Bank shall be obligated to reimburse the Corporation or the Receiver, as the case may be, for the amount of any deposit balance or portion thereof paid by the Assuming Bank in contravention of any previous direction to withhold payment of such deposit balance or return such deposit balance the payment of which was withheld pursuant to this Section.

**9.6 Proceedings with Respect to Certain Assets and Liabilities.**

(a) In connection with any investigation, proceeding or other matter with respect to any asset or liability of the Failed Bank retained by the Receiver, or any asset of the Failed Bank acquired by the Receiver pursuant to this Agreement, the Assuming Bank shall cooperate to the extent reasonably required by the Receiver.

(b) In addition to its obligations under Section 6.4, the Assuming Bank shall provide representatives of the Receiver access at reasonable times and locations without other limitation or qualification to (i) its directors, officers, employees and agents and those of the Subsidiaries acquired by the Assuming Bank, and (ii) its books and records, the books and records of such Subsidiaries and all Credit Files, and copies thereof. Copies of books, records and Credit Files

shall be provided by the Assuming Bank as requested by the Receiver and the costs of duplication thereof shall be borne by the Receiver.

(c) Not later than ten (10) days after the Put Notice pursuant to Section 3.4 or the date of the notice of transfer of any Loan by the Assuming Bank to the Receiver pursuant to Section 3.6, the Assuming Bank shall deliver to the Receiver such documents with respect to such Loan as the Receiver may request, including without limitation the following: (i) all related Credit Documents (other than certificates, notices and other ancillary documents), (ii) a certificate setting forth the principal amount on the date of the transfer and the amount of interest, fees and other charges then accrued and unpaid thereon, and any restrictions on transfer to which any such Loan is subject, and (iii) all Credit Files, and all documents, microfiche, microfilm and computer records (including but not limited to magnetic tape, disc storage, card forms and printed copy) maintained by, owned by, or in the possession of the Assuming Bank or any Affiliate of the Assuming Bank relating to the transferred Loan.

9.7 **Information.** The Assuming Bank promptly shall provide to the Corporation such other information, including financial statements and computations, relating to the performance of the provisions of this Agreement as the Corporation or the Receiver may request from time to time, and, at the request of the Receiver, make available employees of the Failed Bank employed or retained by the Assuming Bank to assist in preparation of the pro forma statement pursuant to Section 8.1.

## **ARTICLE X CONDITION PRECEDENT**

The obligations of the parties to this Agreement are subject to the Receiver and the Corporation having received at or before Bank Closing evidence reasonably satisfactory to each of any necessary approval, waiver, or other action by any governmental authority, the board of directors of the Assuming Bank, or other third party, with respect to this Agreement and the transactions contemplated hereby, the closing of the Failed Bank and the appointment of the Receiver, the chartering of the Assuming Bank, and any agreements, documents, matters or proceedings contemplated hereby or thereby.

## **ARTICLE XI REPRESENTATIONS AND WARRANTIES OF THE ASSUMING BANK**

The Assuming Bank represents and warrants to the Corporation and the Receiver as follows:

(a) **Corporate Existence and Authority.** The Assuming Bank (i) is duly organized, validly existing and in good standing under the laws of its Chartering Authority and has full power and authority to own and operate its properties and to conduct its business as now conducted by it, and (ii) has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The Assuming Bank has taken all necessary corporate

action to authorize the execution, delivery and performance of this Agreement and the performance of the transactions contemplated hereby.

(b) **Third Party Consents.** No governmental authority or other third party consents (including but not limited to approvals, licenses, registrations or declarations) are required in connection with the execution, delivery or performance by the Assuming Bank of this Agreement, other than such consents as have been duly obtained and are in full force and effect.

(c) **Execution and Enforceability.** This Agreement has been duly executed and delivered by the Assuming Bank and when this Agreement has been duly authorized, executed and delivered by the Corporation and the Receiver, this Agreement will constitute the legal, valid and binding obligation of the Assuming Bank, enforceable in accordance with its terms.

(d) **Compliance with Law.**

(i) Neither the Assuming Bank nor any of its Subsidiaries is in violation of any statute, regulation, order, decision, judgment or decree of, or any restriction imposed by, the United States of America, any State, municipality or other political subdivision or any agency of any of the foregoing, or any court or other tribunal having jurisdiction over the Assuming Bank or any of its Subsidiaries or any assets of any such Person, or any foreign government or agency thereof having such jurisdiction, with respect to the conduct of the business of the Assuming Bank or of any of its Subsidiaries, or the ownership of the properties of the Assuming Bank or any of its Subsidiaries, which, either individually or in the aggregate with all other such violations, would materially and adversely affect the business, operations or condition (financial or otherwise) of the Assuming Bank or the ability of the Assuming Bank to perform, satisfy or observe any obligation or condition under this Agreement.

(ii) Neither the execution and delivery nor the performance by the Assuming Bank of this Agreement will result in any violation by the Assuming Bank of, or be in conflict with, any provision of any applicable law or regulation, or any order, writ or decree of any court or governmental authority.

e) **Representations Remain True.** The Assuming Bank represents and warrants that it has executed and delivered to the Corporation a Purchaser Eligibility Certification and Confidentiality Agreement and that all information provided and representations made by or on behalf of the Assuming Bank in connection with this Agreement and the transactions contemplated hereby, including, but not limited to, the Purchaser Eligibility Certification and Confidentiality Agreement (which are affirmed and ratified hereby) are and remain true and correct in all material respects and do not fail to state any fact required to make the information contained therein not misleading.

## ARTICLE XII INDEMNIFICATION

**12.1 Indemnification of Indemnitees.** From and after Bank Closing and subject to the limitations set forth in this Section and Section 12.6 and compliance by the Indemnitees with Section 12.2, the Receiver agrees to indemnify and hold harmless the Indemnitees against any and all costs, losses, liabilities, expenses (including attorneys' fees) incurred prior to the assumption of defense by the Receiver pursuant to paragraph (d) of Section 12.2, judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with claims against any Indemnatee (1) based on liabilities of the Failed Bank that are not assumed by the Assuming Bank pursuant to this Agreement or subsequent to the execution hereof by the Assuming Bank or any Subsidiary or Affiliate of the Assuming Bank for which indemnification is provided hereunder in (a) of this Section 12.1 or (2) described in Section 12.1(a) below subject in each case to certain exclusions as provided in (b) of this Section 12.1:

(a)

(1) claims based on the rights of any shareholder or former shareholder as such of (x) the Failed Bank, or (y) any Subsidiary or Affiliate of the Failed Bank;

(2) claims based on the rights of any creditor as such of the Failed Bank, or any creditor as such of any director, officer, employee or agent of the Failed Bank or any Affiliate of the Failed Bank, with respect to any indebtedness or other obligation of the Failed Bank or any Affiliate of the Failed Bank arising prior to Bank Closing;

(3) claims based on the rights of any present or former director, officer, employee or agent as such of the Failed Bank or of any Subsidiary or Affiliate of the Failed Bank;

(4) claims based on any action or inaction prior to Bank Closing of the Failed Bank, its directors, officers, employees or agents as such, or any Subsidiary or Affiliate of the Failed Bank, or the directors, officers, employees or agents as such of such Subsidiary or Affiliate;

(5) claims based on any malfeasance, misfeasance or nonfeasance of the Failed Bank, its directors, officers, employees or agents with respect to the trust business of the Failed Bank, if any;

(6) claims based on any failure or alleged failure (not in violation of law) by the Assuming Bank to continue to perform any service or activity previously performed by the Failed Bank which the Assuming Bank is not required to perform pursuant to this Agreement or which arise under any contract to which the Failed Bank was a party which the Assuming Bank elected not to assume in accordance with this Agreement and which neither the Assuming Bank nor any Subsidiary or Affiliate of the Assuming Bank has assumed subsequent to the execution hereof;

(7) claims arising from any action or inaction of any Indemnatee, including for purposes of this Section 12.1(a)(7) the former officers or employees of the Failed Bank or of any Subsidiary or Affiliate of the Failed Bank that is taken upon the specific written direction of the Corporation or the Receiver, other than any action or inaction taken in a manner constituting bad faith, gross negligence or willful misconduct; and

(8) claims based on the rights of any depositor of the Failed Bank whose deposit has been accorded "withheld payment" status and/or returned to the Receiver or Corporation in accordance with Section 9.5 and/or has become an "unclaimed deposit" or has been returned to the Corporation or the Receiver in accordance with Section 2.3;

(9) claims asserted by, or derivatively by any shareholder on behalf of, the Failed Bank's parent company based on the process of bidding, negotiation, execution and consummation of the transactions contemplated by this Agreement, provided that (x) the amount of the indemnification paid or payable pursuant to this clause (9) shall not exceed \$500,000,000, and (y) the indemnification provided by this clause (9) shall cover only those claims specifically enumerated in the FDIC's approval of the transactions contemplated by this Agreement.

(b) provided, that, with respect to this Agreement, except for paragraphs (7), (8) and (9) of Section 12.1(a), no indemnification will be provided under this Agreement for any:

(1) judgment or fine against, or any amount paid in settlement (without the written approval of the Receiver) by, any Indemnatee in connection with any action that seeks damages against any Indemnatee (a "counterclaim") arising with respect to any Asset and based on any action or inaction of either the Failed Bank, its directors, officers, employees or agents as such prior to Bank Closing, unless any such judgment, fine or amount paid in settlement exceeds the greater of (i) the Repurchase Price of such Asset, or (ii) the monetary recovery sought on such Asset by the Assuming Bank in the cause of action from which the counterclaim arises; and in such event the Receiver will provide indemnification only in the amount of such excess; and no indemnification will be provided for any costs or expenses other than any costs or expenses (including attorneys' fees) which, in the determination of the Receiver, have been actually and reasonably incurred by such Indemnatee in connection with the defense of any such counterclaim; and it is expressly agreed that the Receiver reserves the right to intervene, in its discretion, on its behalf and/or on behalf of the Receiver, in the defense of any such counterclaim;

(2) claims with respect to any liability or obligation of the Failed Bank that is expressly assumed by the Assuming Bank pursuant to this Agreement or subsequent to the execution hereof by the Assuming Bank or any Subsidiary or Affiliate of the Assuming Bank;

(3) claims with respect to any liability of the Failed Bank to any present or former employee as such of the Failed Bank or of any Subsidiary or Affiliate of the Failed Bank, which liability is expressly assumed by the Assuming Bank pursuant to this Agreement or subsequent to the execution hereof by the Assuming Bank or any Subsidiary or Affiliate of the Assuming Bank;

(4) claims based on the failure of any Indemnatee to seek recovery of damages from the Receiver for any claims based upon any action or inaction of the Failed Bank, its directors, officers, employees or agents as fiduciary, agent or custodian prior to Bank Closing;

(5) claims based on any violation or alleged violation by any Indemnatee of the antitrust, branching, banking or bank holding company or securities laws of the United States of America or any State thereof;

(6) claims based on the rights of any present or former creditor, customer, or supplier as such of the Assuming Bank or any Subsidiary or Affiliate of the Assuming Bank;

(7) claims based on the rights of any present or former shareholder as such of the Assuming Bank or any Subsidiary or Affiliate of the Assuming Bank regardless of whether any such present or former shareholder is also a present or former shareholder of the Failed Bank;

(8) claims, if the Receiver determines that the effect of providing such indemnification would be to (i) expand or alter the provisions of any warranty or disclaimer thereof provided in Section 3.3 or any other provision of this Agreement, or (ii) create any warranty not expressly provided under this Agreement;

(9) claims which could have been enforced against any Indemnitee had the Assuming Bank not entered into this Agreement;

(10) claims based on any liability for taxes or fees assessed with respect to the consummation of the transactions contemplated by this Agreement, including without limitation any subsequent transfer of any Assets or Liabilities Assumed to any Subsidiary or Affiliate of the Assuming Bank;

(11) except as expressly provided in this Article XII, claims based on any action or inaction of any Indemnitee, and nothing in this Agreement shall be construed to provide indemnification for (i) the Failed Bank, (ii) any Subsidiary or Affiliate of the Failed Bank, or (iii) any present or former director, officer, employee or agent of the Failed Bank or its Subsidiaries or Affiliates; provided, that the Receiver, in its discretion, may provide indemnification hereunder for any present or former director, officer, employee or agent of the Failed Bank or its Subsidiaries or Affiliates who is also or becomes a director, officer, employee or agent of the Assuming Bank or its Subsidiaries or Affiliates;

(12) claims or actions which constitute a breach by the Assuming Bank of the representations and warranties contained in Article XI;

(13) claims arising out of or relating to the condition of or generated by an Asset arising from or relating to the presence, storage or release of any hazardous or toxic substance, or any pollutant or contaminant, or condition of such Asset which violate any applicable Federal, State or local law or regulation concerning environmental protection;

(14) claims based on, related to or arising from any asset, including a loan, acquired or liability assumed by the Assuming Bank, other than pursuant to this Agreement; and

(15) claims based on, related to or arising from any liability specifically not assumed by the Assuming Bank pursuant to Section 2.5 of this Agreement.

**12.2 Conditions Precedent to Indemnification.** It shall be a condition precedent to the obligation of the Receiver to indemnify any Person pursuant to this Article XII that such

Person shall, with respect to any claim made or threatened against such Person for which such Person is or may be entitled to indemnification hereunder:

(a) give written notice to the Regional Counsel (Litigation Branch) of the Corporation in the manner and at the address provided in Section 13.7 of such claim as soon as practicable after such claim is made or threatened; provided, that notice must be given on or before the date which is six (6) years from the date of this Agreement;

(b) provide to the Receiver such information and cooperation with respect to such claim as the Receiver may reasonably require;

(c) cooperate and take all steps, as the Receiver may reasonably require, to preserve and protect any defense to such claim;

(d) in the event suit is brought with respect to such claim, upon reasonable prior notice, afford to the Receiver the right, which the Receiver may exercise in its sole discretion, to conduct the investigation, control the defense and effect settlement of such claim, including without limitation the right to designate counsel and to control all negotiations, litigation, arbitration, settlements, compromises and appeals of any such claim, all of which shall be at the expense of the Receiver; provided, that the Receiver shall have notified the Person claiming indemnification in writing that such claim is a claim with respect to which the Person claiming indemnification is entitled to indemnification under this Article XII;

(e) not incur any costs or expenses in connection with any response or suit with respect to such claim, unless such costs or expenses were incurred upon the written direction of the Receiver; provided, that the Receiver shall not be obligated to reimburse the amount of any such costs or expenses unless such costs or expenses were incurred upon the written direction of the Receiver;

(f) not release or settle such claim or make any payment or admission with respect thereto, unless the Receiver consents in writing thereto, which consent shall not be unreasonably withheld; provided, that the Receiver shall not be obligated to reimburse the amount of any such settlement or payment unless such settlement or payment was effected upon the written direction of the Receiver; and

(g) take reasonable action as the Receiver may request in writing as necessary to preserve, protect or enforce the rights of the indemnified Person against any Primary Indemnitor.

**12.3 No Additional Warranty.** Nothing in this Article XII shall be construed or deemed to (i) expand or otherwise alter any warranty or disclaimer thereof provided under Section 3.3 or any other provision of this Agreement with respect to, among other matters, the title, value, collectibility, genuineness, enforceability or condition of any (x) Asset, or (y) asset of the Failed Bank purchased by the Assuming Bank subsequent to the execution of this Agreement by the Assuming Bank or any Subsidiary or Affiliate of the Assuming Bank, or (ii) create any warranty not expressly provided under this Agreement with respect thereto.



**12.4 Indemnification of Receiver and Corporation.** From and after Bank Closing, the Assuming Bank agrees to indemnify and hold harmless the Corporation and the Receiver and their respective directors, officers, employees and agents from and against any and all costs, losses, liabilities, expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with any of the following:

(a) claims based on any and all liabilities or obligations of the Failed Bank assumed by the Assuming Bank pursuant to this Agreement or subsequent to the execution hereof by the Assuming Bank or any Subsidiary or Affiliate of the Assuming Bank, whether or not any such liabilities subsequently are sold and/or transferred, other than any claim based upon any action or inaction of any Indemnatee as provided in paragraph (7) or (8) of Section 12.1(a); and

(b) claims based on any act or omission of any Indemnatee (including but not limited to claims of any Person claiming any right or title by or through the Assuming Bank with respect to Assets transferred to the Receiver pursuant to Section 3.4 or 3.6), other than any action or inaction of any Indemnatee as provided in paragraph (7) or (8) of Section 12.1(a).

**12.5 Obligations Supplemental.** The obligations of the Receiver, and the Corporation as guarantor in accordance with Section 12.7, to provide indemnification under this Article XII are to supplement any amount payable by any Primary Indemnitor to the Person indemnified under this Article XII. Consistent with that intent, the Receiver agrees only to make payments pursuant to such indemnification to the extent not payable by a Primary Indemnitor. If the aggregate amount of payments by the Receiver, or the Corporation as guarantor in accordance with Section 12.7, and all Primary Indemnitors with respect to any item of indemnification under this Article XII exceeds the amount payable with respect to such item, such Person being indemnified shall notify the Receiver thereof and, upon the request of the Receiver, shall promptly pay to the Receiver, or the Corporation as appropriate, the amount of the Receiver's (or Corporation's) payments to the extent of such excess.

**12.6 Criminal Claims.** Notwithstanding any provision of this Article XII to the contrary, in the event that any Person being indemnified under this Article XII shall become involved in any criminal action, suit or proceeding, whether judicial, administrative or investigative, the Receiver shall have no obligation hereunder to indemnify such Person for liability with respect to any criminal act or to the extent any costs or expenses are attributable to the defense against the allegation of any criminal act, unless (i) the Person is successful on the merits or otherwise in the defense against any such action, suit or proceeding, or (ii) such action, suit or proceeding is terminated without the imposition of liability on such Person.

**12.7 Limited Guaranty of the Corporation.** The Corporation hereby guarantees performance of the Receiver's obligation to indemnify the Assuming Bank as set forth in this Article XII. It is a condition to the Corporation's obligation hereunder that the Assuming Bank shall comply in all respects with the applicable provisions of this Article XII. The Corporation shall be liable hereunder only for such amounts, if any, as the Receiver is obligated to pay under the terms of this Article XII but shall fail to pay. Except as otherwise provided above in this Section 12.7, nothing in this Article XII is intended or shall be construed to create any liability or obligation on the part of the Corporation, the United States of America or any department or

agency thereof under or with respect to this Article XII, or any provision hereof, it being the intention of the parties hereto that the obligations undertaken by the Receiver under this Article XII are the sole and exclusive responsibility of the Receiver and no other Person or entity.

12.8 **Subrogation**. Upon payment by the Receiver, or the Corporation as guarantor in accordance with Section 12.7, to any Indemnitee for any claims indemnified by the Receiver under this Article XII, the Receiver, or the Corporation as appropriate, shall become subrogated to all rights of the Indemnitee against any other Person to the extent of such payment.

### ARTICLE XIII MISCELLANEOUS

13.1 **Entire Agreement**. This Agreement embodies the entire agreement of the parties hereto in relation to the subject matter herein and supersedes all prior understandings or agreements, oral or written, between the parties.

13.2 **Headings**. The headings and subheadings of the Table of Contents, Articles and Sections contained in this Agreement, except the terms identified for definition in Article I and elsewhere in this Agreement, are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

13.3 **Counterparts**. This Agreement may be executed in any number of counterparts and by the duly authorized representative of a different party hereto on separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement.

13.4 **GOVERNING LAW**. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE FEDERAL LAW OF THE UNITED STATES OF AMERICA, AND IN THE ABSENCE OF CONTROLLING FEDERAL LAW, IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE MAIN OFFICE OF THE FAILED BANK IS LOCATED.

13.5 **Successors**. All terms and conditions of this Agreement shall be binding on the successors and assigns of the Receiver, the Corporation and the Assuming Bank. Except as otherwise specifically provided in this Agreement, nothing expressed or referred to in this Agreement is intended or shall be construed to give any Person other than the Receiver, the Corporation and the Assuming Bank any legal or equitable right, remedy or claim under or with respect to this Agreement or any provisions contained herein, it being the intention of the parties hereto that this Agreement, the obligations and statements of responsibilities hereunder, and all other conditions and provisions hereof are for the sole and exclusive benefit of the Receiver, the Corporation and the Assuming Bank and for the benefit of no other Person.

**13.6 Modification; Assignment.** No amendment or other modification, rescission, release, or assignment of any part of this Agreement shall be effective except pursuant to a written agreement subscribed by the duly authorized representatives of the parties hereto.

**13.7 Notice.** Any notice, request, demand, consent, approval or other communication to any party hereto shall be effective when received and shall be given in writing, and delivered in person against receipt therefore, or sent by certified mail, postage prepaid, courier service, telex or facsimile transmission to such party (with copies as indicated below) at its address set forth below or at such other address as it shall hereafter furnish in writing to the other parties. All such notices and other communications shall be deemed given on the date received by the addressee.

**Assuming Bank**

JPMorgan Chase Bank, National Association  
270 Park Avenue  
New York, New York 10017

Attention: Brian A. Bessey

with a copy to: Stephen M. Cutler

**Receiver and Corporation**

Federal Deposit Insurance Corporation,  
Receiver of Washington Mutual Bank, Henderson, Nevada  
1601 Bryan St., Suite 1700  
Dallas, Texas 75201

Attention: Deputy Director (DRR-Field Operations Branch)

with copy to: Regional Counsel (Litigation Branch)

**and with respect to notice under Article XII:**

Federal Deposit Insurance Corporation  
Receiver of Washington Mutual Bank, Henderson, Nevada  
1601 Bryan St., Suite 1700  
Dallas, Texas 75201  
Attention: Regional Counsel (Litigation Branch)

**13.8 Manner of Payment.** All payments due under this Agreement shall be in lawful money of the United States of America in immediately available funds as each party hereto may specify to the other parties; provided, that in the event the Receiver or the Corporation is obligated to make any payment hereunder in the amount of \$25,000.00 or less, such payment may be made by check.

**13.9 Costs, Fees and Expenses.** Except as otherwise specifically provided herein, each party hereto agrees to pay all costs, fees and expenses which it has incurred in connection with or incidental to the matters contained in this Agreement, including without limitation any fees and disbursements to its accountants and counsel; provided, that the Assuming Bank shall pay all fees, costs and expenses (other than attorneys' fees incurred by the Receiver) incurred in connection with the transfer to it of any Assets or Liabilities Assumed hereunder or in accordance herewith.

**13.10 Waiver.** Each of the Receiver, the Corporation and the Assuming Bank may waive its respective rights, powers or privileges under this Agreement; provided, that such waiver shall be in writing; and further provided, that no failure or delay on the part of the Receiver, the Corporation or the Assuming Bank to exercise any right, power or privilege under this Agreement shall operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege by the Receiver, the Corporation, or the Assuming Bank under this Agreement, nor will any such waiver operate or be construed as a future waiver of such right, power or privilege under this Agreement.

**13.11 Severability.** If any provision of this Agreement is declared invalid or unenforceable, then, to the extent possible, all of the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.

**13.12 Term of Agreement.** This Agreement shall continue in full force and effect until the sixth (6th) anniversary of Bank Closing; provided, that the provisions of Section 6.3 and 6.4 shall survive the expiration of the term of this Agreement. Provided, however, the receivership of the Failed Bank may be terminated prior to the expiration of the term of this Agreement; in such event, the guaranty of the Corporation, as provided in and in accordance with the provisions of Section 12.7 shall be in effect for the remainder of the term. Expiration of the term of this Agreement shall not affect any claim or liability of any party with respect to any (i) amount which is owing at the time of such expiration, regardless of when such amount becomes payable, and (ii) breach of this Agreement occurring prior to such expiration, regardless of when such breach is discovered.

**13.13 Survival of Covenants, Etc.** The covenants, representations, and warranties in this Agreement shall survive the execution of this Agreement and the consummation of the transactions contemplated hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

**FEDERAL DEPOSIT INSURANCE CORPORATION,  
RECEIVER OF: WASHINGTON MUTUAL BANK,  
HENDERSON, NEVADA**

BY: /Mitchell L. Glassman

NAME: Mitchell L. Glassman  
TITLE: Director

Attest:

/David M. Gearin

**FEDERAL DEPOSIT INSURANCE CORPORATION**

BY: /Mitchell L. Glassman

NAME: Mitchell L. Glassman  
TITLE: Director

Attest:

/David M. Gearin

**JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION**

BY: /Brian A. Bessey

NAME: Brian A. Bessey  
TITLE: Senior Vice President

Attest:

/Michael Lipsitz

## **SCHEDULE 2.1 - Certain Liabilities Not Assumed**

1. Preferred stock and litigation pending against the Failed Bank related to liabilities retained by the receiver.
2. Subordinated debt.
3. Senior debt.
4. All employee benefit plans sponsored by the holding company of the Failed Bank except the tax-qualified pension and 401(k) plans and employee medical plan.
5. All management, employment, change-in-control, severance, unfunded deferred compensation and individual consulting agreements or plans (i) between the Failed Bank and its employees or (ii) maintained by the Failed Bank on behalf of its employees.

### SCHEDULE 3.2 - Purchase Price of Assets

(a)	cash and receivables from depository institutions, including cash items in the process of collection, plus interest thereon:	Book Value
(b)	securities (exclusive of the capital stock of Acquired Subsidiaries), plus interest thereon:	Market Value
(c)	federal funds sold and repurchase agreements, if any, including interest thereon:	Book Value
(d)	Loans:	Book Value
(e)	Other Real Estate:	Book Value
(f)	credit card business, if any, including all outstanding extensions of credit:	Book Value
(g)	Safe Deposit Boxes and related business, safekeeping business and trust business, if any:	Book Value
(h)	Records and other documents:	Book Value
(i)	capital stock of any Acquired Subsidiaries:	Book Value
(j)	amounts owed to the Failed Bank by any Acquired Subsidiary:	Book Value
(k)	assets securing Deposits of public money, to the extent not otherwise purchased hereunder:	Book Value
(l)	Overdrafts of customers:	Book Value

(m)	rights, if any, with respect to Qualified Financial Contracts.	Market Value
(n)	rights of the Failed Bank to provide mortgage servicing for others and to have mortgage servicing provided to the Failed Bank by others and related contracts.	Book Value
(o)	Bank Premises:	Book Value
(p)	Furniture and Equipment:	Book Value
(q)	Fixtures:	Book Value



### SCHEDULE 3.5 - Certain Assets Not Purchased

- (1) Any Financial Institution Bonds, Banker's Blanket Bonds, surety bonds (except Court bonds required for retained litigation risk), Directors and Officers insurance, Professional Liability insurance, or related premium refund, unearned premium derived from cancellation, or any proceeds payable with respect to any of the foregoing. This shall exclude Commercial General Liability, International Liability, Commercial Automobile, Worker's Compensation, Employer's Liability, Umbrella and Excess Liability, Property, Mortgage Impairment and Mortgage Errors & Omissions, Lender-placed coverage, Private Mortgage Insurance, Boiler & Machinery, Terrorism, Mail, Storage Tank Liability, Marine Liability, Vessel Hull and Vessel Pollution (if marine assets are acquired), Aircraft Liability (if aircraft assets are acquired) insurance policies, proceeds and collateral related to, held or issued with respect to or in connection with any Asset (including Bank staff) acquired by the Assuming Bank under this Agreement, which such policies, proceeds and collateral are acquired Assets.
- (2) any interest, right, action, claim, or judgment against (i) any officer, director, employee, accountant, attorney, or any other Person employed or retained by the Failed Bank or any Subsidiary of the Failed Bank on or prior to Bank Closing arising out of any act or omission of such Person in such capacity, (ii) any underwriter of financial institution bonds, banker's blanket bonds or any other insurance policy of the Failed Bank, (iii) any shareholder or holding company of the Failed Bank, or (iv) any other Person whose action or inaction may be related to any loss (exclusive of any loss resulting from such Person's failure to pay on a Loan made by the Failed Bank) incurred by the Failed Bank; provided, that for the purposes hereof, the acts, omissions or other events giving rise to any such claim shall have occurred on or before Bank Closing, regardless of when any such claim is discovered and regardless of whether any such claim is made with respect to a financial institution bond, banker's blanket bond, or any other insurance policy of the Failed Bank in force as of Bank Closing;
- (3) leased Bank Premises and leased Furniture and Equipment and Fixtures and data processing equipment (including hardware and software) located on leased or owned Bank Premises, if any; provided, that the Assuming Bank does obtain an option under Section 4.6, Section 4.7 or Section 4.8, as the case may be, with respect thereto; and
- (4) any criminal/restitution orders issued in favor of the Failed Bank;

**EXHIBIT 3.2(c) -- VALUATION OF CERTAIN  
QUALIFIED FINANCIAL CONTRACTS**

**A. Scope**

Interest Rate Contracts - All interest rate swaps, forward rate agreements, interest rate futures, caps, collars and floors, whether purchased or written.

Option Contracts - All put and call option contracts, whether purchased or written, on marketable securities, financial futures, foreign currencies, foreign exchange or foreign exchange futures contracts.

Foreign Exchange Contracts - All contracts for future purchase or sale of foreign currencies, foreign currency or cross currency swap contracts, or foreign exchange futures contracts.

**B. Exclusions**

All financial contracts used to hedge assets and liabilities that are acquired by the Assuming Bank but are not subject to adjustment from Book Value.

**C. Adjustment**

The difference between the Book Value and market value as of Bank Closing.

**D. Methodology**

1. The price at which the Assuming Bank sells or disposes of Qualified Financial Contracts will be deemed to be the fair market value of such contracts, if such sale or disposition occurs at prevailing market rates within a predefined timetable as agreed upon by the Assuming Bank and the Receiver.
2. In valuing all other Qualified Financial Contracts, the following principles will apply:
  - (i) All known cash flows under swaps or forward exchange contracts shall be present valued to the swap zero coupon interest rate curve.
  - (ii) All valuations shall employ prices and interest rates based on the actual frequency of rate reset or payment.
  - (iii) Each tranche of amortizing contracts shall be separately valued. The total value of such amortizing contract shall be the sum of the values of its component tranches.

- (iv) For regularly traded contracts, valuations shall be at the midpoint of the bid and ask prices quoted by customary sources (e.g., The Wall Street Journal, Telerate, Reuters or other similar source) or regularly traded exchanges.
- (v) For all other Qualified Financial Contracts where published market quotes are unavailable, the adjusted price shall be the average of the bid and ask price quotes from three (3) securities dealers acceptable to the Receiver and Assuming Bank as of Bank Closing. If quotes from securities dealers cannot be obtained, an appraiser acceptable to the Receiver and the Assuming Bank will perform a valuation based on modeling, correlation analysis, interpolation or other techniques, as appropriate.

# **EXHIBIT 2**

EXECUTION COPY

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

-----X		
<i>In re</i>	:	Chapter 11
WASHINGTON MUTUAL, INC., <u>et al.</u> , <sup>1</sup>	:	
	:	Case No. 08-12229 (MFW)
Debtors.	:	(Jointly Administered)
-----X		

**STIPULATION BY AND BETWEEN DEBTORS AND  
JPMORGAN CHASE BANK, N.A. CONCERNING CERTAIN ACCOUNTS**

Washington Mutual, Inc. ("WMI") and WMI Investment Corporation ("WMI Investment" and together with WMI, collectively, the "Debtors"), as debtors and debtors in possession, and JPMorgan Chase Bank, N.A. ("Chase" and together with the Debtors, collectively, the "Parties"), hereby submit this Stipulation By And Between Debtors And JPMorgan Chase Bank, N.A. (the "Stipulation"), and in support thereof, respectfully stipulate as follows:

**RECITALS**

WHEREAS, on September 25, 2008, the Federal Deposit Insurance Corporation (the "FDIC"), in its corporate capacity and as receiver of Washington Mutual Bank, Henderson, Nevada ("WMB") and Chase entered into that certain Purchase and Assumption Agreement, Whole Bank, dated as of September 25, 2008 (the "Purchase Agreement"), which Purchase Agreement is publicly available at <http://www.fdic.gov/about/freedom/popular.html>;

WHEREAS, on September 26, 2008 (the "Commencement Date"), each of the Debtors commenced with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy

<sup>1</sup> 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.

Court") a voluntary case (collectively, the "Bankruptcy Cases") pursuant to chapter 11 of title 11 of the United States Code (the "Bankruptcy Code");

WHEREAS, as of the date hereof, the Debtors are authorized to continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, the books and records transferred to Chase in connection with the Purchase Agreement reflect the accounts (the "Accounts") and balances (the "Funds") specified on Exhibit A hereto, at least one of which Chase asserts is subject to an Account Security Agreement, dated as of May 31, 2002 (the "Security Agreement"), with respect to certain intercompany obligations between WMI and WMB;

WHEREAS, Chase and Washington Mutual Bank fsb ("WMBfsb" and together with Chase, "JPM") assert that they have not located, other than with respect to a limited number of Accounts, any deposit account agreements establishing the Accounts, any other agreements regarding the maintenance of or withdrawals from the Accounts or any signature cards or other specification of any authorized signatories with respect to the Accounts;

WHEREAS, JPM has been and still is engaged in the transition of the operations it acquired on September 25, 2008 under the Purchase Agreement, including working with the FDIC, closing the books of WMB as required under the Purchase Agreement, and transitioning and integrating the customers, employees and vendors of WMB and WMBfsb into JPM;

WHEREAS, in addition to the transition of WMB's and WMBfsb's operations, the Debtors and JPM have been cooperating to provide information requested by the Debtors in connection with the Bankruptcy Cases and to facilitate the operations of the Debtors, WMB and WMBfsb, including providing information regarding creditors and the Accounts;

WHEREAS, JPM asserts that it has not had the opportunity to fully evaluate the nature or extent of the rights, if any, JPM may have (including as a result of the Purchase Agreement) with respect to setoff, statutory bankers' liens, intercompany agreements, or otherwise;

WHEREAS, the Debtors continue to evaluate the information provided by JPM on Exhibit A;

WHEREAS, the Debtors assert that the Funds in the Accounts are the deposits of the Debtors and the Debtors' non-bank subsidiaries and have requested that JPM release the Funds from the Accounts and transfer them to other accounts of the Debtors not held with Chase or with WMBfsb;

WHEREAS, Chase is a national banking association and, accordingly, the withdrawal of funds from an account at Chase is subject to customary regulatory policies and procedures; and

WHEREAS, JPM is prepared to accede to the Debtors' request, provided that (a) the Debtors comply with the requirements for the transfer specified in paragraph 2 below; and (b) any right, title, priority or other interest, if any, that JPM may have (including as a result of the Purchase Agreement) in connection with the Accounts and the Funds contained therein is preserved upon the terms and conditions specified in this Stipulation.

**NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED AND AGREED AS FOLLOWS:**

1. JPM and the Debtors agree that, upon execution, delivery and approval of the deposit account documentation specified in paragraph 2 and the approval of this Stipulation by the Bankruptcy Court, the Funds in the Accounts (each as identified on Exhibit A) are agreed to be deposit accounts of the Debtors and the Debtors' non-bank subsidiaries.

2. Within one (1) business day following entry of an order approving this Stipulation, JPM shall transfer the Funds from the Accounts as the Debtors, in their sole and absolute discretion, may direct; provided, however, that the Debtors comply with the procedures required in connection with such a transaction, including, but not limited to, delivering to JPM (a) certified resolutions from

the respective boards of directors of each entity listed as a depositor for the Accounts that (i) designate and approve the signatories for such Accounts and (ii) approve the transfer of the Funds, any related transactions and the execution of all related documentation, including deposit account agreements (to the extent deposit account agreements for such Accounts have not been located) in the form customary and standard for deposit accounts of WMB and WMBfsb (as of the date prior to the Commencement Date) providing for customary setoff and bankers rights, which documentation is and shall be deemed to be effective at all relevant times from and after the establishment of each of the Accounts, (b) authorized, verified and executed signature cards containing an IRS Form W-9 certification in the case of interest-bearing Accounts and instructions for each of the Accounts, (c) executed incumbency certificates for each authorized signatory, (d) the desired transaction instructions (e.g., specify the (i) Account to be debited; (ii) amount to be debited from each Account; (iii) name of institution receiving the Funds; and (iv) ABA, routing, and account numbers of the assuming institution), and (e) such other information or documentation as may be reasonably required to effectuate the withdrawals and transfers of the Funds from the Accounts; and provided, further, that, notwithstanding the foregoing, without the express consent of JPM, the Debtors shall not request the transfer of the Funds in the Account subject to the Security Agreement. All Funds in the Account subject to the Security Agreement shall be in compliance with section 345 of the Bankruptcy Code.

3. Prior to and after the transfer thereof, the Funds will remain subject to all claims, rights and remedies, if any, that JPM may have including (a) those arising under or related to the Purchase Agreement and the Security Agreement, (b) any available right of setoff, recoupment or other remedy, including such rights under customary deposit account agreements now existing or executed in connection with the withdrawal of the Funds from the Accounts under this Stipulation and (c) any statutory bankers' lien with respect to the Funds or the Accounts, in each case as if the



Funds had not been transferred and had remained on deposit in the Accounts at JPM.

4. As adequate protection for any claims that would have been entitled to be paid or to priority by way of setoff, recoupment or lien rights, or pursuant to the Security Agreement, against the Accounts held by Chase or the Accounts held by WMBfsb, the Debtors hereby grant (subject to Bankruptcy Court approval) to Chase or to WMBfsb, as applicable, a replacement lien in the respective Funds from such Accounts transferred in the new accounts and in any successive accounts into which such Funds may be transferred, with such replacement lien to have the same force, effect, validity and priority as any setoff or lien rights would have had in such Funds and such Accounts had such Funds and such Accounts continued to be maintained where and as they were on the Commencement Date. In the event such Funds are utilized by the Debtors for other purposes and the replacement lien approved by the Bankruptcy Court is insufficient to pay any claim as to which WMBfsb or Chase would have had a valid and enforceable right of setoff, recoupment or statutory lien on the Funds in the Accounts held by Chase or WMBfsb, as applicable, on the Commencement Date, Chase or WMBfsb shall be entitled to adequate protection thereof and to seek payment of an administrative claim under section 503(b)(1) of the Bankruptcy Code in the amount of any such shortfall.

5. Notwithstanding the foregoing provisions, the replacement liens provided to Chase and WMBfsb shall not preclude the Debtors from using the Funds to pay administrative expenses or make distributions under a chapter 11 plan and such replacement liens shall not encumber any amounts paid to third parties or distributed to creditors of the Debtors, whether pursuant to a chapter 11 plan or otherwise; provided that JPM may seek a determination at any time regarding the rights, claims and remedies reserved under this Stipulation.

6. Nothing in this Stipulation shall be deemed to constitute a waiver of any claim, right

or defense of the Debtors (or any of their non-bank subsidiaries), including, without limitation, as to the nature, amount or priority of any claim asserted by Chase or WMBfsb or the entitlement of Chase or WMBfsb to any right of setoff, recoupment, or statutory banker's lien in these cases. Furthermore, nothing in this Stipulation shall be deemed to constitute a waiver of any claim, right or defense of Chase or WMBfsb, including, without limitation, any objection Chase or WMBfsb may have to a use of the Funds out of the ordinary course of the business of the Debtors and any objection to any proposed plan of reorganization, including any use of the Funds therein or the confirmation thereof.

7. The Parties agree that, prior to the effectiveness of the Purchase Agreement, Chase had no relationship with or access to the Funds in the Accounts.

8. This Stipulation is without prejudice to the rights of (i) the Debtors to identify additional accounts at Chase or WMBfsb, or demonstrate that the Accounts have more Funds than specified on Exhibit A and (ii) JPM to contest the existence of additional accounts at Chase or WMBfsb, or additional amounts in the Accounts.

9. Any provision of this Stipulation may be amended if, and only if, such amendment is in writing and is signed by all the Parties hereto. Material amendments must be approved by the Bankruptcy Court.

10. Whether or not this Stipulation is approved by the Bankruptcy Court, nothing contained herein may be used as, or deemed to be, an admission of liability of any party with respect to any matter.

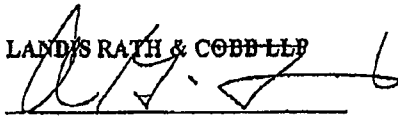
11. This Stipulation may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same document.

12. The Parties hereto represent and warrant to each other that: (i) they are authorized to execute this Stipulation; (ii) each has full power and authority to enter into and perform in accordance

with the terms of this Stipulation (subject to Bankruptcy Court approval); and (iii) this Stipulation is duly executed and delivered and constitutes a valid and binding agreement in accordance with its terms (subject to Bankruptcy Court approval).

13. This Stipulation shall become effective immediately upon entry of an order approving the Stipulation by the Bankruptcy Court in form and substance acceptable to the Debtors and JPM.

Dated: Wilmington, Delaware  
October \_\_, 2008

  
**LANDIS RATH & COBB LLP**

Adam G. Landis (No. 3407)  
919 Market Street, Suite 600  
Wilmington, Delaware 19801  
Telephone: (302) 467-4400  
Facsimile: (302) 467-4450

-and-

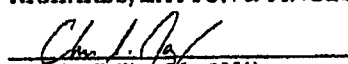
**SULLIVAN & CROMWELL LLP**

Hydee R. Feldstein, Esq.  
1888 Century Park East, Suite 2100  
Los Angeles, California 90067  
Telephone: (310) 712-6600  
Facsimile: (310) 712-8800

Robinson B. Lacy, Esq.  
125 Broad Street  
New York, New York 10004  
Telephone: (212) 558-4000  
Facsimile: (212) 558-3588

*Counsel to JPMorgan Chase Bank, N.A*

**RICHARDS, LAYTON & FINGER, P.A.**

  
Mark D. Collins (No. 2981)  
Chun I. Jang (No. 4790)  
One Rodney Square  
902 North King Street  
Wilmington, Delaware 19801  
Telephone: (302) 651-7700  
Facsimile: (302) 651-7701

-and-

**WEIL, GOTSHAL & MANGES LLP**

Marcia L. Goldstein, Esq.  
Brian S. Rosen, Esq.  
Michael F. Walsh, Esq.  
767 Fifth Avenue  
New York, New York 10153  
Telephone: (212) 310-8000  
Facsimile: (212) 310-8007

*Counsel for Debtors*

Exhibit A

Account Number	Balance in Account as of September 30, 2008
xxxxxx1206	\$52,600,201.01
xxxxxx0844	\$38,321,197.03
xxxxxx4234	\$3,667,943,172.50
xxxxxx2184	\$2,048,993.84
xxxxxx3525	\$1,881,775.10
xxxxxx0667	\$264,068,186.05
xxxxxx9626	\$4,650.22
xxxxxx9663	\$747,799.23
xxxxxx8359	\$167,040.92
xxxxxx7731	\$140,775.81
xxxxxx7187	\$25,493,030.18
xxxxxx3411	\$1,625,209.48
xxxxxx6282	\$74,623,240.91
xxxxxx3429	\$3,097,999.14
xxxxxx3487	\$41,812.64
xxxxxx3495	\$93,996,770.14
xxxxxx6290	\$62,490,542.45
xxxxxx6307	\$13,166,938.46
xxxxxx3445	\$281.83
xxxxxx3461	\$73,356.39
xxxxxx3479	\$1,676.99
xxxxxx7719	\$11,566,787.62
xxxxxx6323	\$2,108,985.71
xxxxxx3672	\$105,000.00
xxxxxx7873	\$2,393,845.53
xxxxxx9697	\$0.00
xxxxxx4704	\$53,145,275.33
xxxxxx5081	\$2,900,309.33
xxxxxx5099	\$0