

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

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In re: : Chapter 11
: :
: : Case No. 08-12229 (MFW)
: : Jointly Administered
WASHINGTON MUTUAL, INC., *et al.*,¹ :
: :
: : **Objection deadline:** March 30, 2010 at 4:00 p.m.
: : **Hearing Date:** April 6, 2010 at 2:00 p.m.
Debtors. :
: :
-----X

**APPLICATION PURSUANT TO FED. R. BANKR. P. 2014(a) FOR ORDER UNDER
SECTION 1103 OF THE BANKRUPTCY CODE AUTHORIZING THE
EMPLOYMENT AND RETENTION OF PETER J. SOLOMON COMPANY AS
FINANCIAL ADVISOR AND CONSULTING EXPERT TO
THE OFFICIAL COMMITTEE OF EQUITY SECURITY HOLDERS
NUNC PRO TUNC TO FEBRUARY 12, 2010**

The Official Committee of Equity Security Holders (the "Committee") appointed in the above-captioned chapter 11 case of Washington Mutual, Inc., *et al.* (the "Debtors"), submits this application (the "Application") for entry of an Order under section 1103 of the Bankruptcy Code, authorizing the employment and retention of Peter J. Solomon Company ("PJSC") as financial advisor and consulting expert to the Committee. In support of the Application, the Committee respectfully states as follows:

INTRODUCTION

1. On September 26, 2008 (the "Petition Date"), the Debtors filed voluntary

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



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petitions under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). The Debtors are authorized to continue to operate their businesses and manage their properties as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in this case.

2. This Court has jurisdiction to consider this Application pursuant to 28 U.S.C. § 1334. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue of this chapter 11 case in this district is proper under 28 U.S.C. §§ 1408 and 1409. The statutory predicate for the relief requested herein is section 1103 of the Bankruptcy Code.

3. On January 11, 2010, the United States Trustee appointed the following members to the Committee: (1) Dorothea Barr; (2) Esopus Creek Value, LP; (3) Kenneth I. Feldman; (4) Tyson Matthews; (5) Joyce M. Presnall; (6) Saul Sutton; and (7) Michael Willingham.

4. On January 11, 2010, the Committee selected the law firms of Venable LLP as counsel and Benesch, Friedlander, Coplan & Aronoff LLP as Delaware and Conflicts Counsel to the Committee in connection with the Debtor's Chapter 11 proceedings. On February 9, 2010, the Committee selected PJSC as its financial advisor and consulting expert.

RELIEF REQUESTED

5. Through this Application, the Committee seeks authority to employ PJSC pursuant to section 1103(a) of the Bankruptcy Code to perform financial advisory and consulting services for the Committee in these chapter 11 cases, nunc pro tunc to February 12, 2010, pursuant to the terms and conditions of that certain agreement between PJSC and the Committee (the "Engagement Agreement"),² substantially in the form attached hereto as Exhibit "A," and

² In the event of any inconsistencies between the description of the PJSC engagement described in this Application and the terms of the Engagement Agreement, the Engagement Agreement shall control.

subject to final approval by the Committee.

6. The Committee selected PJSC because of its experience and knowledge in the field of financial restructuring in chapter 11 bankruptcy matters. PJSC has a particular expertise in valuing complex businesses and providing expert testimony regarding valuation. Further, PJSC has expertise in working with distressed financial institutions and specifically with financial institutions with its principal assets being mortgage-related including mortgage servicing rights and mortgage banking platforms. For these reasons, the Debtors believe that PJSC is well qualified to act as the Committee's financial advisor and consultant in this chapter 11 case. Since February 12, 2010, PJSC has provided advice, analysis and consulting services to the Committee and its counsel, pending approval of employment.

7. The services of PJSC are deemed necessary to enable the Committee to assess and monitor the efforts of the Debtors and their professional advisors to maximize the value of their estates and to reorganize successfully. Further, PJSC is well qualified and able to represent the Committee in a cost-effective, efficient and timely manner.

SCOPE OF SERVICES

8. PJSC will provide such consulting and advisory services to the Committee and its legal advisor as they deem appropriate and feasible in order to advise the Committee in the course of these chapter 11 cases, including but not limited to the following:

- Advise and assist the Committee in assessing the operating and financial performance of, and strategies for, the Company as of or about the date of the bankruptcy filing in the Case (the "Filing Date"), including reviewing and analyzing the business plans and financial projections prepared by the Company as of the Filing Date and testing assumptions and comparing those assumptions to historical Company and industry trends;
- Advise and assist the Committee in evaluating the Company and its assets and liabilities as of the Filing Date, including valuations proposed by any interested party;

- Advise and assist the Committee in evaluating the claims made in the Case, as well as evaluating tax assets and subsidiary or affiliate values;
- Advise and assist the Committee in developing a solvency analysis of the Company as of the Filing Date;
- Advise and assist the Committee in analyzing the Company's claims regarding seizure of the Company's banking affiliates;
- Advise and assist the Committee and Venable in the course of any negotiations with the Company and its creditors and constituencies, including participation in meetings and telephone or video conferences;
- If requested, appropriate PJSC personnel will provide testimony with respect to the financial advisory and consulting expert services referenced hereunder, specifically including testimony with respect to valuation issues or in connection with the Committee's prosecution of any of the foregoing claims; and
- Render such other financial advisory and consulting expert services as may be agreed upon by PJSC and the Committee and Venable in connection with the foregoing.

PJSC'S ELIGIBILITY FOR EMPLOYMENT

9. PJSC has informed the Committee that, except as may be set forth in the Affidavit of Anders J. Maxwell (the "Maxwell Affidavit"), it does not represent any other entity having an adverse interest in connection with these cases, and therefore believes it is eligible to represent the Committee under Section 1103(b) of the Bankruptcy Code. Further, based upon the Affidavit, the Committee believes PJSC is a "disinterested person" as such term is defined in section 101(14) of the Bankruptcy Code.

10. PJSC will conduct an ongoing review of its files to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new material facts or relationships are discovered, PJSC will supplement its disclosure to the Court.

11. PJSC has agreed not to share with any person or firm the compensation to be paid for professional services rendered in connection with these cases.

TERMS OF RETENTION

12. The terms of PJSC's proposed compensation are fully set forth in the Engagement Agreement and the Committee respectfully refer this court to the Engagement Agreement for a full recitation of such terms.

13. PJSC is not owed any amounts with respect to pre-petition fees and expenses.

14. Subject to the Court's approval, the Committee shall pay, in cash, an advisory fee of \$175,000 per month (the "Monthly Fee") to PJSC, subject to the adjustment mechanisms provided in the Engagement Agreement.

15. The Committee understands that PJSC intends to apply to the Court for allowances of compensation and reimbursement of expenses for its financial advisory support services in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, corresponding local rules, orders of this Court and guidelines established by the United States Trustee.

REIMBURSEMENT OF PJSC'S EXPENSES

16. Without in any way reducing or affecting the provisions of Exhibit A of the Engagement Agreement, the Debtors shall reimburse PJSC for its reasonable out-of-pocket expenses incurred in connection with the provision of services hereunder and the execution and delivery of this Agreement, including without limitation the fees, disbursements and other charges of PJSC's counsel. Out-of-pocket expenses also shall include, but not be limited to, travel and lodging, data processing and communication charges, research and courier services. The Debtors shall promptly reimburse PJSC upon presentation of an invoice or other similar documentation in accordance with the procedures approved by the Bankruptcy Court.

INDEMNIFICATION

17. Subject to the approval of the Court, and as set forth in the Engagement Agreement, the Debtors shall indemnify and hold harmless PJSC and its affiliates, counsel and other professional advisors, and the respective directors, officers, members, partners, controlling persons, agents and employees of each of the foregoing (PJSC and all of such other persons collectively, the "Indemnified Parties"), from and against any losses, claims or proceedings including stockholder actions, damages, judgments, assessments, investigation costs, settlement costs, fines, penalties, arbitration awards, other liabilities, costs, fees and expenses (collectively, "Losses") (i) related to or arising out of (A) oral or written information provided by the Debtors, the Debtors' employees or other agents, which either the Debtors or PJSC provides to any persons, or (B) other action or failure to act by the Debtors, the Debtors' employees or other agents or PJSC at the Debtors' request or with the Debtors' consent, or (ii) otherwise related to or arising out of the engagement of PJSC under the Engagement Agreement or any transaction or conduct in connection therewith, provided, however that the Debtors shall have no obligation to indemnify PJSC or provide contribution or reimbursement to PJSC (i) for any claim or expense that is judicially determined (the determination having become final) to have arisen from PJSC's bad faith, self-dealing, breach of fiduciary duty (if any), gross negligence or willful misconduct, (ii) for a contractual dispute in which the Debtors allege the breach of PJSC's contractual obligations unless the Bankruptcy Court determines that indemnification, contribution or reimbursement would be permissible pursuant to In re United Artists Theatre Company, et al., 315 F.3d 217 (3d Cir. 2003), or (iii) for any claim or expense that is settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by the Bankruptcy Court, after notice and a hearing, to be a claim or expense for which PJSC should

not receive indemnity, contribution or reimbursement under the terms of the Engagement Agreement.

18. All requests of PJSC for payment of indemnity, as further described in Exhibit A to the Engagement Agreement, shall be made by means of an application and shall be subject to review by this Court to be sure that payment of such indemnity conforms to the terms of the Engagement Agreement and is reasonable based on the circumstances of the litigation or settlement in respect of which indemnity is sought; provided, however, that in no event shall PJSC be indemnified in the case of its own bad faith, self-dealing, breach of fiduciary duty, gross negligence, or willful misconduct arising out of the foregoing.

NOTICE

No trustee or examiner has been appointed in these chapter 11 cases. Notice of this Application has been given to (i) the Office of the United States Trustee for the District of Delaware; (ii) the Debtors; (iii) the OTS; (iv) the FDIC; (v) counsel to JPMorgan Chase; (vi) counsel to Bank of New York Mellon; (v) counsel to the Official Committee of Unsecured Creditors; and (vi) to all parties requesting notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, the Committee respectfully submits that no further notice is necessary.

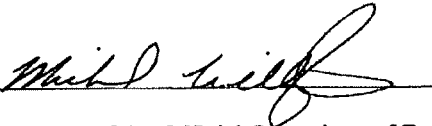
NO PRIOR REQUEST

No prior Application for the relief requested herein has been made to this or any other Court. WHEREFORE, the Committee respectfully requests that the Court enter an Order, substantially in the form attached hereto, authorizing the Committee to employ and retain PJSC as financial advisor and consulting expert for the Committee for the purposes set forth above,

nunc pro tunc to February 12, 2010, and grant such further relief as is just and proper.

Dated: February 28, 2010

Respectfully Submitted,
OFFICIAL COMMITTEE OF EQUITY
SECURITY HOLDERS OF WASHINGTON
MUTUAL, INC., *et al.*

By: 

Chairman of the Official Committee of Equity
Security Holders of Washington Mutual, Inc., *et al.*

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

In re:	)	Chapter 11
)	
WASHINGTON MUTUAL, INC., <i>et al.</i> ¹,	)	Case No. 08-12229 (MFW)
	)	Jointly Administered
Debtors.)	
	)	Objection Deadline: March 30, 2010 at 4:00 p.m.
	)	Hearing Date: April 6, 2010 at 2:00 p.m.

NOTICE OF APPLICATION

The Official Committee of Equity Security Holders (the "Committee"), by and through its undersigned counsel, has filed its **Application Pursuant to Fed. R. Bankr. P. 2014(a) for Order Under Section 1103 of the Bankruptcy Code Authorizing the Employment and Retention of Peter J. Solomon Company as Financial Advisor and Consulting Expert *Nunc Pro Tunc* to February 12, 2010** (the "Application").

You are required to file a response, if any, to the Application on or before **March 30, 2010 at 4:00 pm. (ET)**.

At the same time, you must serve a copy of the response upon movant's attorneys:

Bradford J. Sandler, Esquire BENESCH, FRIEDLANDER, COPLAN & ARONOFF LLP 222 Delaware Avenue, Suite 801 Wilmington, DE 19801	Jorian L. Rose, Esquire VENABLE LLP Rockefeller Center 1270 Avenue of the Americas Twenty-Fifth Floor New York, NY 10020
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A HEARING ON THIS MATTER WILL BE HELD ON APRIL 6, 2010 AT 2:00 P.M.
BEFORE THE HONORABLE MARY F. WALRATH AT THE UNITED STATES

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

BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 MARKET STREET, 5TH
FLOOR, WILMINGTON, DELAWARE, COURTROOM NO. 4.

IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT
MAY GRANT THE RELIEF REQUESTED WITHOUT FURTHER NOTICE OR HEARING.

Dated: March 2, 2010

**BENESCH, FRIEDLANDER, COPLAN
& ARONOFF LLP**

By: /s/ Bradford J. Sandler
Bradford J. Sandler, Esquire (No. 4142)
222 Delaware Avenue, Suite 801
Wilmington, DE 19801
(302) 442-7010 (telephone)
(302) 442-7012 (facsimile)
bsandler@beneschlaw.com

- and -

VENABLE LLP

Gregory A. Cross, Esquire
750 East Pratt Street, Suite 900
Baltimore, MD 21202
410-244-7400 (telephone)
410-244-7742 (facsimile)
gacross@venable.com

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212-307-5598 (facsimile)
jlrose@venable.com

*Counsel to the Official Committee of Equity Security
Holders of Washington Mutual, Inc., et al.*

EXHIBIT A

[Engagement Agreement]

PETER J
SOLOMON
COMPANY

520 Madison Avenue
New York, New York 10022
TEL: 212.508.1600
FAX: 212.508.1633
info@pjsolomon.com

February 12, 2010

The Official Committee of Equity
Security Holders of Washington Mutual Inc.
c/o Venable LLP
750 E. Pratt Street
Suite 900
Baltimore, MD 21202
Attn: Michael Willingham, Chairman

Dear Mr. Willingham:

The purpose of this letter is to confirm the understanding and agreement (the "Agreement") between Venable LLP ("Venable") on behalf of The Official Committee of Equity Security Holders (the "Committee") of Washington Mutual Inc. or its successors (the "Company"), and Peter J. Solomon Company, L.P. and/or its affiliate Peter J. Solomon Securities Company, LLC (collectively, "PJSC") as the Committee's financial advisor and consulting expert in connection with the Company's Chapter 11 proceedings and reorganization before the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), Case No. 08-12229 (the "Case"). It is understood that the retention of PJSC, effectiveness of this Agreement and payment of any fees, expenses, indemnity, reimbursement, contribution or other amounts is subject to the approval of the Bankruptcy Court.

Subject to the approval of the Bankruptcy Court, the Company will compensate and reimburse PJSC and undertake the indemnification and other obligations pursuant to the terms of this Agreement. Notwithstanding such arrangement, PJSC's duties hereunder run solely to, and for the benefit of, the Committee and Venable and PJSC is not authorized to be, and will not purport to be, a representative or agent of the Company for any purpose. All communication and correspondence by and among PJSC, Venable and the Committee and all work product and analyses prepared by PJSC for the Committee and Venable shall not constitute a waiver of the attorney-client and work product privileges, among others.

Section 1. Services to be Rendered. PJSC will perform such of the financial advisory and consulting expert services that the Committee and Venable may reasonably request:

(a) PJSC will advise and assist the Committee in assessing the operating and financial performance of, and strategies for, the Company as of or about the date of the bankruptcy filing in the Case (the "Filing Date"), including reviewing and analyzing the business plans and financial projections prepared by the Company as of the Filing Date and testing assumptions and comparing those assumptions to historical Company and industry trends;

(b) PJSC will advise and assist the Committee in evaluating the Company and its assets and liabilities as of the Filing Date, including valuations proposed by any interested party;

(c) PJSC will advise and assist the Committee in evaluating the claims made in the Case, as well as evaluating tax assets and subsidiary or affiliate values;

(d) PJSC will advise and assist the Committee in developing a solvency analysis of the Company as of the Filing Date;

(e) PJSC will advise and assist the Committee in analyzing the Company's claims regarding seizure of the Company's banking affiliates;

(f) PJSC will advise and assist the Committee and Venable in the course of any negotiations with the Company and its creditors and constituencies, including participation in meetings and telephone or video conferences;

(g) If requested, appropriate PJSC personnel will provide testimony with respect to the financial advisory and consulting expert services referenced hereunder, specifically including testimony with respect to valuation issues or in connection with the Committee's prosecution of any of the foregoing claims; and

(h) PJSC will render such other financial advisory and consulting expert services as may be agreed upon by PJSC and the Committee and Venable in connection with the foregoing.

Section 2. Term. The term of this Agreement shall extend from date hereof for one month and shall continue thereafter on a month-to-month basis; provided, however, that after one month, either the Committee or PJSC may terminate this Agreement at any time by delivery of 30 days' written notice to the other parties. Notwithstanding any termination, (i) PJSC shall be entitled to any fees which are due and owing to PJSC upon the effective date of termination; (ii) PJSC will be entitled to reimbursement for the out-of-pocket expenses incurred prior to termination to the extent described in Section 4; and (iii) the Company's continuing obligations under Section 7 and Exhibit A hereof shall not be affected or impaired.

Section 3. Fees. In consideration of the services described in Section 1 above, PJSC shall be paid in cash (via wire transfer) by the Company an advisory fee of \$175,000 per month (the "Monthly Fee"), payable in accordance with the procedures approved by the Bankruptcy Court.

While not contemplated at this time, the Committee and PJSC agree that, during the course of this Case, there may be months in which the level of services provided by PJSC is materially diminished or is in excess of the level contemplated currently by the parties. Taking into consideration the status and requirements of the Case during such months, as appropriate, the Monthly Fee for such months may be adjusted downward in good faith by a mutually agreed upon amount or the Committee may recommend to the Bankruptcy Court the payment by the Company of an additional fee to PJSC. Any such adjustment will be reviewed by the Committee and PJSC subsequently each month.

Section 4. Expenses. Without in any way reducing or affecting the provisions of Exhibit A hereof, the Company shall reimburse PJSC for its reasonable out-of-pocket expenses incurred in connection with the provision of services hereunder and the execution and delivery of this Agreement, including without limitation the fees, disbursements and other charges of PJSC's counsel. Out-of-pocket expenses also shall include, but not be limited to, travel and lodging, data processing and communication charges, research and courier services. The Company shall promptly reimburse PJSC upon presentation of an invoice or other similar documentation in accordance with the procedures approved by the Bankruptcy Court.

Section 5. Indemnity and Other Rights; No Liability. (a) The parties agree to the provisions of Exhibit A hereto, which is an integral part of this Agreement and the terms of which are incorporated by reference herein. Such Exhibit A shall survive any termination, expiration or completion of PJSC's engagement hereunder. Notwithstanding anything to the contrary in this Agreement (including Exhibit A), the Company shall have no obligation to indemnify PJSC or provide contribution or reimbursement to PJSC (i) for any claim or expense that is judicially determined (the determination having become final) to have arisen from PJSC's bad faith, self-dealing, breach of fiduciary duty (if any), gross negligence or willful misconduct, (ii) for a contractual dispute in which the Company alleges the breach of PJSC's contractual obligations unless the Bankruptcy Court determines that indemnification, contribution or reimbursement would be permissible pursuant to In re United Artists Theatre Company, et al., 315 F.3d 217 (3d Cir. 2003), or (iii) for any claim or expense that is settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by the Bankruptcy Court, after notice and a hearing, to be a claim or expense for which PJSC should not receive indemnity, contribution or reimbursement under the terms of this Agreement (including Exhibit A).

(b) PJSC acknowledges that neither Venable nor any member of the Committee shall have any liability hereunder for fees, expenses or other amounts payable to PJSC by the Company.

Section 6. Information. The Committee recognizes and confirms that PJSC will use and rely upon the information provided by or on behalf of the Committee and the Company, and their respective advisors and agents, and on publicly available information in performing the services contemplated hereby. It is understood that in performing under this engagement, PJSC may assume and rely upon the accuracy and completeness of, and is not assuming any responsibility for independent investigation or verification of, such publicly available information and the information so furnished. PJSC acknowledges that many of the services set forth in Section 1 above involve the critical analysis of information received.

Section 7. Miscellaneous.

(a) The Committee shall, after the execution of this Agreement by all parties hereto, seek an order from the Bankruptcy Court authorizing the retention of PJSC pursuant to the terms

of this Agreement, as professional persons pursuant to, and subject to the standard of review of, Sections 328(a), 330 and 1103 of the United States Bankruptcy Code (the "Bankruptcy Code") and rules and applicable local rules and orders of the Bankruptcy Court. The retention application and proposed order shall be provided to PJSC sufficiently in advance of their filing so as to provide PJSC and counsel an opportunity to review and comment thereon and must be acceptable to PJSC in its sole discretion. The Committee will use its reasonable efforts to obtain Bankruptcy Court approval of the Company's payment of PJSC's fees and expenses *nunc pro tunc* to the date of this Agreement. If the order authorizing the retention of PJSC is obtained, the Company shall pay all fees and expenses as promptly as possible in accordance with the Bankruptcy Code and rules and applicable local rules and orders of the Bankruptcy Court.

(b) In connection with allowances of compensation and reimbursement of expenses, PJSC shall file appropriate applications for allowance of interim and final compensation and reimbursement of expenses in accordance with Sections 330 and 331 of the Bankruptcy Code and applicable rules at such times as directed by the Bankruptcy Court or established by administrative order entered in the bankruptcy cases. The fees detailed in Section 3 above have been agreed upon with the express expectation that they are subject to review by the Bankruptcy Court only as provided by Section 328 of the Bankruptcy Code. Furthermore, the hours worked, the results achieved in the reorganization or the ultimate benefit to the estate of the work performed may be variable and the parties have taken this into account in setting the fees detailed in Section 3 above. In accordance with the guidelines of the Bankruptcy Court, PJSC shall maintain detailed records of time spent working on this assignment, which records shall be available for submission to the Bankruptcy Court subject to appropriate redactions to preserve confidential or sensitive information. Although PJSC is providing such records, it, as an investment bank, does not have hourly rates for its professionals. PJSC will make every effort to coordinate with the other professionals retained by the Company in this bankruptcy in order to eliminate unnecessary duplication or overlap of work.

(c) If applicable, PJSC's compensation set forth herein and payments made pursuant to reimbursement provisions of this Agreement shall be entitled to priority as expenses of administration under Sections 503(b)(1)(A) and 507(a)(1) of the Bankruptcy Code and shall be entitled to the benefits of any "carve-outs" for professional fees and expenses in effect in the Case pursuant to one or more financing orders now or hereafter in effect.

(d) Sections 2 through 7 shall survive termination or expiration of this Agreement.

(e) The advice (oral or written) rendered by PJSC pursuant to this Agreement is intended solely for the benefit and use of the Committee and its professionals in considering the matters to which this Agreement relates, and the parties agree that such advice is not intended to be relied upon by any other person, or used for any other purpose.

(f) The parties agree that PJSC shall have the right after completion of its engagement to place advertisements in financial and other newspapers and journals at its own expense describing its services hereunder.

(g) This Agreement may not be amended or modified except by a writing executed by each of the parties. The provisions of this Agreement, including, without limitation, the obligation to make the payments set forth in Sections 3, 4 and 5 (including Exhibit A), shall be binding on the Company and its successors and assigns.

(h) This Agreement, including all controversies arising from or relating to performance under this Agreement, shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely within the State of New York, without regard to the conflict of law provisions thereof that would result in the application of the laws of any other jurisdiction. The parties hereby irrevocably and unconditionally consent to submit to the Bankruptcy Court for any actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby, or if the Bankruptcy Court does not have jurisdiction, the courts of the State of New York and of the United States of America located in the City of New York within the State of New York (and the parties hereto agree not to commence any action, suit or proceeding relating thereto except in such courts).

(i) To the extent permitted by applicable law, each of the parties hereby waives trial by jury in any lawsuit with respect to, in connection with or arising out of this Agreement, or any other claim or dispute relating to the engagement of PJSC arising among the parties hereto. Each of the parties hereby confirms that the foregoing waiver is informed and freely made.

(j) The relationship of PJSC to Venable and the Committee hereunder shall be that of an independent contractor and PJSC shall have no authority to bind Venable or the Committee.

(k) This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. Delivery of an executed counterpart signature page to this Agreement by telecopier or e-mail shall be as effective as delivery of a manually executed counterpart signature page of this Agreement. This Agreement shall be effective as of the date hereof upon delivery by all parties hereto of executed counterpart signature pages to this Agreement.

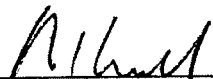
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If the foregoing correctly sets forth the understanding and agreement among PJSC, Venable and the Committee, please so indicate by signing the enclosed copy of this letter, whereupon it shall become a binding agreement among the parties hereto as of the date first above written.

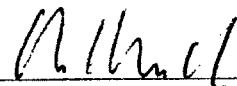
Very truly yours,

PETER J. SOLOMON COMPANY, L.P.

By: Peter J. Solomon Company Limited
General Partner


By: 
Anders J. Maxwell
Managing Director

PETER J. SOLOMON SECURITIES
COMPANY, LLC

By: 
Anders J. Maxwell
Managing Director

Accepted and Agreed to as of
the day first written above:

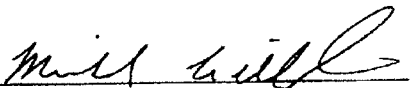
VENABLE LLP

By: 
Name: Jordan Rose
Title:

THE OFFICIAL COMMITTEE OF EQUITY
SECURITY HOLDERS OF WASHINGTON MUTUAL INC.

By: Its Chairman

[]

By: 
Name: MICHAEL WILLENGHAM
Title: CHAIRMAN

The Company shall indemnify and hold harmless PJSC and its affiliates, counsel and other professional advisors, and the respective directors, officers, members, partners, controlling persons, agents and employees of each of the foregoing (PJSC and all of such other persons collectively, the "Indemnified Parties"), from and against any losses, claims or proceedings including stockholder actions, damages, judgments, assessments, investigation costs, settlement costs, fines, penalties, arbitration awards, other liabilities, costs, fees and expenses (collectively, "Losses") (i) related to or arising out of (A) oral or written information provided by the Company, the Company's employees or other agents, which either the Company or PJSC provides to any persons, or (B) other action or failure to act by the Company, the Company's employees or other agents or PJSC at the Company's request or with the Company's consent, or (ii) otherwise related to or arising out of the engagement of PJSC under this Agreement or any transaction or conduct in connection therewith, provided that this clause (ii) shall not apply if it is finally judicially determined by a court of competent jurisdiction that such Losses arose primarily out of the gross negligence or bad faith of such Indemnified Party.

The Company shall further reimburse any Indemnified Party promptly for, or at the Indemnified Party's option advance amounts sufficient to cover, any legal or other fees or expenses as they are incurred (i) in investigating, preparing or pursuing any action or other proceeding (whether formal or informal) or threat thereof, whether or not in connection with pending or threatened litigation or arbitration and whether or not any Indemnified Party is a party (an "Action") and (ii) in connection with enforcing such Indemnified Party's rights under this Agreement (including, without limitation, its rights under this Exhibit A); provided, however, that in the event it is finally judicially determined by a court of competent jurisdiction that the Losses of such Indemnified Party arose primarily out of the gross negligence or bad faith of such Indemnified Party, all such reimbursement and/or advancement obligations shall immediately cease and such Indemnified Party will promptly remit to the Company any amounts reimbursed or advanced under this paragraph.

The Company shall, if requested by PJSC, assume the defense of any such Action including the employment of counsel reasonably satisfactory to PJSC and will not settle, compromise, consent or otherwise resolve or seek to terminate any pending or threatened Action (whether or not any Indemnified Party is a party thereto) unless it obtains the prior written consent of PJSC or an express, unconditional release of each Indemnified Party from all liability relating to such Action and the engagement of PJSC under this Agreement. Any Indemnified Party shall be entitled to retain separate counsel of its choice and participate in the defense of any Action in connection with any of the matters to which this Exhibit A relates, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless: (i) the Company has failed promptly to assume the defense and employ counsel or (ii) the named parties to any such Action (including any impleaded parties) include such Indemnified Party and the Company, and such Indemnified Party shall have been advised by counsel that there may be one or more legal defenses available to it which are different from or in addition to those available to the Company; provided that the Company shall not in such event be responsible under this Exhibit A for the fees and expenses of more than one firm of separate counsel (in addition to local counsel) in connection with any such Action in the same jurisdiction.

The Company agrees that if any right of any Indemnified Party set forth in the preceding paragraphs is finally judicially determined to be unavailable (except by reason of the gross negligence or bad faith of such Indemnified Party), or is insufficient to hold such Indemnified Party harmless against such Losses as contemplated herein, then the Company shall contribute to such Losses (i) in such proportion as is appropriate to reflect the relative benefits received by the Company and its stockholders, on the one hand, and such Indemnified Party, on the other hand, in connection with the transactions contemplated hereby, and (ii) if (and only if) the allocation provided in clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) but also the relative fault of the Company and such Indemnified Party; provided, however, that in no event shall the amount, if any, to be contributed by all Indemnified Parties exceed the amount of the fees actually received by PJSC hereunder. Benefits received (or anticipated to be received) by the Company and its stockholders shall be deemed to be equal to the aggregate cash consideration and value of securities or any other property payable, exchangeable or transferable in any proposed or potential transactions within the scope of this Agreement, and benefits received by PJSC shall be deemed to be equal to the compensation payable by the Company to PJSC in connection with this Agreement. Relative fault shall be determined by reference to, among other things, whether any alleged untrue statement or omission or any other alleged conduct relates to information provided by the Company or other conduct by the Company (or the Company's employees or other agents) on the one hand or by PJSC on the other hand. The parties hereto agree that it would not be just and equitable if contribution were determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to above.

The rights of the Indemnified Parties hereunder shall be in addition to any other rights that any Indemnified Party may have at common law, by statute or otherwise. Except as otherwise expressly provided for in this Exhibit A, if any term, provision, covenant or restriction contained in this Exhibit A is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions contained in this Agreement all remain in full force and effect and shall in no way be affected, impaired or invalidated. The reimbursement, indemnity and contribution obligations of the Company set forth herein shall apply to any modification of this Agreement and shall remain in full force and effect regardless of any termination of, or the completion of any Indemnified Party's services under or in connection with, this Agreement.

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

In re:	)	Chapter 11
WASHINGTON MUTUAL, INC. <i>et al.</i> , ¹	)	Case No. 08-12229 (MFW)
Debtors.	)	Jointly Administered
)	
)	

**AFFIDAVIT OF ANDERS J. MAXWELL IN SUPPORT OF APPLICATION OF THE
OFFICIAL COMMITTEE OF EQUITY SECURITY HOLDERS FOR ENTRY OF AN
ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF PETER J.
SOLOMON COMPANY TO PROVIDE FINANCIAL ADVISORY AND CONSULTING
SERVICES TO THE COMMITTEE, *NUNC PRO TUNC* TO FEBRUARY 12, 2010**

ANDERS J. MAXWELL, being duly sworn, deposes and says:

1. I am a Managing Director of Peter J. Solomon Company (“PJSC”) resident in PJSC’s New York City office at 520 Madison Avenue, New York, New York 10022. I submit this affidavit (the “Affidavit”) in connection with the application (the “Application”) of the Official Committee of Equity Security Holders of Washington Mutual Inc., *et al.* (the “Committee”) to retain and employ PJSC to provide financial advisory and consulting services to the Committee *nunc pro tunc* to February 12, 2010 and to provide certain disclosures under section 1103 of title 11 of the United States Code (the “Bankruptcy Code”) and Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

2. The facts set forth in my affidavit are based on my personal knowledge, information and belief, and upon client matter records kept in the ordinary course of business that were reviewed by me or other employees of PJSC under my supervision and direction. The

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

procedures pursuant to which PJSC determined whether there were any connections between PJSC and interested parties in these Chapter 11 cases are described below. The results of that investigation are set forth herein and in Exhibit 2.

3. The Committee has retained PJSC to provide financial advisory and consulting services (collectively, the “Services”). PJSC proposes to render the Services as more fully set forth in the PJSC engagement agreement annexed to the Application at Exhibit A (the “Engagement Agreement”).

4. Since its inception in 1989, PJSC has successfully represented official and unofficial committees of creditors, equity holders, individual creditors, indenture trustees, acquirers, investors, debtors and other significant parties in many prominent and complex bankruptcy cases and out-of-court restructurings. Accordingly, I believe that PJSC is well-suited to provide the Services to the Committee.

5. In connection with its proposed retention by the Committee, PJSC researched its client database to determine whether it has any relationships with any of the entities on the “Conflicts Search List” attached hereto as Exhibit 1 and incorporated herein. The entities set forth on Exhibit 1 are comprised of the Debtors’ creditors and other parties-in-interest in the Chapter 11 cases. All of the entities on Exhibit 1 were searched through PJSC’s computer system to determine whether PJSC has any relationship therewith. PJSC will continue to supplement this Affidavit as appropriate upon completion of its additional search and as additional creditors, equity holders or parties-in-interest are identified in these Chapter 11 cases.

6. To the extent that such a search indicated that PJSC has, or had, a relationship with any such entity listed on Exhibit 1, the identity of such entity is set forth on Exhibit 2 annexed hereto and incorporated herein.

7. Neither I, nor PJSC, nor any director or consultant thereof, insofar as I have been able to ascertain, has any connection with the Debtors, their creditors, or any other parties in interest, or their respective attorneys and accountants, or the United States Trustee for the District of Delaware (“Delaware U.S. Trustee”), or any other person employed in the office of the Delaware U.S. Trustee, except as disclosed in Exhibit 2. In light of the extensive number of creditors and other parties-in-interest in these cases, neither I nor PJSC are able to conclusively identify all potential relationships. To the extent that PJSC discovers any facts bearing on the matters described herein during the period of PJSC’s retention, PJSC will amend and supplement the information contained in this Affidavit to disclose such facts.

8. No single creditor or party in interest client of PJSC referenced in Exhibit 2 hereto accounted for more than 1% of PJSC’s gross revenues for the past twelve (12) months.

9. I believe that PJSC is therefore a “disinterested person” as that term is defined in 11 U.S.C. § 101(14), in that PJSC, its professionals and staff:

- a. Are not creditors, equity security holders or insiders of the Debtors;
- b. Are not and were not investment bankers for any outstanding security of the Debtors;
- c. Have not been at any time prior to the filing of the Debtors’ chapter 11 petitions: (i) an investment banker for a security of the Debtors, or (ii) an attorney for such an investment banker in connection with the offer, sale or issuance of a security in the Debtors; and
- d. Were not at any time before the filing of the Debtors’ chapter 11 petitions, a director, officer, or employee of the Debtors or of any investment banker as specified in subparagraph (b) or (c) of this paragraph.

10. I will be the professional overseeing the engagement. Subject to the Court’s approval in accordance with section 1103 of the Bankruptcy Code and pursuant to the terms and

conditions of the Engagement Agreement, PJSC shall be paid a monthly advisory fee of \$175,000 (the "Monthly Fee"). The Engagement Agreement also provides that:

"While not contemplated at this time, the Committee and PJSC agree that, during the course of this Case, there may be months in which the level of services provided by PJSC is materially diminished or is in excess of the level contemplated currently by the parties. Taking into consideration the status and requirements of the Case during such months, as appropriate, the Monthly Fee for such months may be adjusted downward in good faith by a mutually agreed upon amount or the Committee may recommend to the Bankruptcy Court the payment by the Company of an additional fee to PJSC. Any such adjustment will be reviewed by the Committee and PJSC subsequently each month."

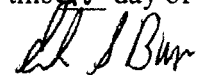
11. In addition to the fees set forth above, the Debtors shall reimburse PJSC for any out-of-pocket expenses incurred in connection with PJSC's retention in these Chapter 11 cases and the performance of the Services.

12. PJSC has not shared or agreed to share any of its compensation from the Debtors with any other person, other than as permitted pursuant to section 504 of the Bankruptcy Code.



Anders J. Maxwell

SUBSCRIBED AND SWORN TO BEFORE ME
this 26th day of February, 2010



Notary Public
My Commission Expires:

Emm S. Bujar
Public Notary
State of New York, County of Westchester
My Commission expires April 13, 2011

Exhibit 1- Anders J. Maxwell Affidavit

Conflicts Search List

Debtors

Washington Mutual, Inc.
WMI Investments Corp.

Non-Debtor, Non-Banking Subsidiaries

WM Aircraft Holdings LLC
HS Loan Partners LLC
Sutter Bay Associates LLC
Sutter Bay Corporation
Ahmanson GGC LLC
Ahmanson Residential 2
Washington Mutual Finance Group LLC
Flower Street Corporation
ACD3
Riverpoint Associates
WMHFA Delaware Holdings LLC
Great Western Service Corporation Two
Ahmanson Obligation Company
ACD2
Ahmanson Residential Development
H.S. Loan Corporation
WM Citation Holdings, LLC
Ahmanson Developments, Inc.
WMI Rainier LLC
PCA Asset Holdings LLC

Non-Debtor, Banking Subsidiaries

110 East 42nd Operating Company, Inc.
620-622 Pelhamdale Avenue Owners Corporation
Accord Realty Management Corporation
Ahmanson Land Company
Ahmanson Marketing, Inc.
Bryant Financial Corporation
California Reconveyance Company
CCB Capital Trust IV
CCB Capital Trust IX
CCB Capital Trust V
CCB Capital Trust VI
CCB Capital Trust VII

CCB Capital Trust VIII
Commercial Loan Partners L.P.
Cranbrook Real Estate Investment Trust
CRP Properties, Inc.
Development, Inc.
Dime Capital Partners, Inc.
Dime Mortgage of New Jersey, Inc.
ECP Properties, Inc.
F.C. LTD.
FA California Aircraft Holding Corp.
FA Out-of-State Holdings, Inc.
Great Western FS Corporation, Inc.
H.F. Ahmanson & Company
Harmony Agency, Inc.
HCP Properties Holdings, Inc.
HCP Properties, Inc.
HFC Capital Trust 1
HHP Investment, LLC
HMP Properties, Inc.
Home Crest Insurance Services, Inc.
Irvine Corporate Center, Inc.
Ladue Service Corporation
Long Beach Securities Corp.
Marion Insurance Company, Inc.
Mats Mats Bay BPS, Ltd
Mid Country Inc.
Murphey Favre Properties, Inc.
NAMCO Securities Corp.
Neah Bay BPS Holdco, Inc.
Nickel Purchasing Company, Inc.
Norstar Mortgage Corp.
North Properties, Inc.
Pacific Centre Associates LLC
Pacoima Investment Fund I, LLC
Pike Street Holdings, Inc.
Plainview Inn, Inc.
Providian Bancorp Services
Providian Services Corporation
Providian Services LLC
Providian Technology Services Private Limited
Rivergrade Investment Corp.
Robena Feedstock LLC
Robena LLC
Savings of America, Inc.
Seafair Securities Holding Corp.
Second and Union LLC

Seneca Funding (UK) Limited
Sivage Financial Services LLC
SoundBay Leasing LLC
Stockton Plaza, Incorporated
The E-F Battery Accord Corporation
WaMu 1031 Exchange
WaMu Asset Acceptance Corp.
WaMu Capital Corp.
WaMu Insurance Services, Inc.
WaMu Investments, Inc.
Washington Mutual - Seattle Art Museum Project Owners Association
Washington Mutual Asset Securities Corp.
Washington Mutual Brokerage Holdings, Inc.
Washington Mutual Capital Trust 2001
Washington Mutual Community
Washington Mutual Mortgage Securities Corp.
Washington Mutual Preferred Funding LLC
Washington Mutual Trade Service Limited
Washington Mutual, Inc.
Western Service Co.
WM Asset Holdings Corp.
WM Enterprises & Holdings, Inc.
WM Funds Disbursements, Inc.
WM Marion Holdings, LLC
WM Mortgage Reinsurance Company, Inc.
WM Specialty Mortgage LLC
WM Winslow Funding LLC
WMB Baker LLC
WMB St. Helens LLC
WMBFA Insurance Agency, Inc.
WMFS Insurance Services, Inc.
WMGW Delaware Holdings LLC
WMICC Delaware Holdings LLC
WMRP Delaware Holdings LLC
Yellowstone Venture, Inc.
Washington Mutual Bank
Washington Mutual Bank fsb

Current and Former Directors/Managers (up to three years)

Stephen E. Frank
Alan H. Fishman
David Bonderman
Michael K. Murphy
William G. Reed
James H. Stever

Phillip D. Matthews
Margaret Osmer-McQuade

Current and Former Officers (up to 3 years)

Alfred R. Brooks
Alison Watson
Andrea Radosevich
Angela D. Veksler
Anna Griffel
Anthony F. Vuoto
Anthony T. Meola
Bill Murray
Bill Steinmetz
Brandon L. Varnadore
Brenda G. Eck
Carey M. Brennan
Casey M. Nault
Catharine E. Killien
Charles E. Smith III
Christen L. ZZ-Blunt
Christopher J. Bellavia
Cinzia A. Keller
Colin Eccles
Craig E. Tall
Curt Brouwer
Damir Pekusic
Dana N. Green
Daniel P. Leary
Daryl D. David
David Beck
David C. Schneider
David G. Murphy
David M. Coultas
Debora D. Horvath
Deborah Brignac
Deveri M. Ray
Don L. Rigsbee
Doreen A. Logan
Dottie J. Jensen
Douglas G. Wisdorf
Elizabeth A. Proctor
Elizabeth Pepper
Erik E. Strom
Eunhee C. Sumner
Fergal Stack

Fernando Hernandez
Frank Vella, Jr
Frank W. Baier
Glen D. Simecek
Greg Camas
Greg Sayegh
Gregory Cornick
Gwendolyn Y. Austin
Harold Holbrook
Huey-Jen Chiu
Jake D. Domer
James B. Corcoran
James Gorzalski
Jan L. Owen
Januelin F. Schrag
Jarrod M. Bone
Jason R. Eaker
Jeffrey W. Gideon
Jim Gorzalski
Joan I. Olds
Jocelyn Tate
John C. Berens
John E. Robinson
John F. Robinson
John F. Woods
John P. McMurray
Joyce M. Raidle
Karen Crandall
Kathleen E. Burton
Kelly K. Livingston
Kelly P. Wilson
Kenneth Kido
Kimberly A. Cannon
Kimberly S. Mathys
Kurt Schumacher
Laurie K. Hanson
Linda O'Brien
Mark A. Reinhardt
Martha V. Baggs
Matthew "Scott" Gaspard
Melba A. Barteis
Melissa J. Ballenger
Michael A. Reynoldson
Michael S. Solender
Michelle McCarthy
Miguel P. Suazo

Monica J. Berger
Nandita Bakhshi
Nelda Soza
Nerminka Hasanic
Nicole Gonzalez
Oretha C. Brooks
Patricia Schulte
Peter Freilinger
Pia Jorgensen
Randy Melby
Renee T. Johnson
Reza Aghamirzadeh
Richard Blunck
Richard Careaga
Robert "Rob" H. Moore
Robert C. Bjorklund
Robert J. Williams
Shannon L. Macklin
Sophie H. Hume
Stephen Fortunato
Stephen J. Rotella
Steve Brinton
Steve K. Stearns
Steven Audino
Stewart M. Landefeld
Susan Jackso
Susan R. Taylor
Suzanne M. Krahlung
Svetlana V. Khomutova
Tandrea D. Matthews
Thomas Casey
Thomas E. Morgan
Thomas M. Schieffer
Thomas W. Casey
Tim M. Cleary
Todd H. Baker
Vincent Hui
Virginia Doolen
Weijia Wu
William L. Lynch
Yolandra Johnson

Significant Stockholders/Investors

TPG Capital

Secured Creditors

Information Leasing Corporation
General Electric Capital Company
Key Equipment Finance, a division of Key Corporate Capital Inc.
General. Electric Capital Corporation
Fleet Business Credit, LLC
EMC Corporation DDI Leasing, Inc.
Pitney Bowes Credit Corporation
Charlette Sneed
Nancy Lloyd
CIC Works Inc
Kimberly Henn

Top 30 Unsecured Creditors

Bank of New York Mellon
Law Debenture Trust Company of New York
Wells Fargo Bank, N.A.
Wilmington Trust Company
Verizon Services Corp.
KPMG LLP
McKinsey & Company Inc. US
IBM
Cognizant
CB Richard Ellis
PepoleSupport Inc.
Tata American International
AT&T
EMC
Securitas Security Services USA
Covansys
Fidelity National Informa
Acxiom Corp.
Tajima Creative
WIPRO
Oracle Corporation

Professionals

Akin Gump
Goldman Sachs Group, Inc.
Alvarez & Marsal
Kurtzman Carson Consultants
Joele Frank, Wilkinson Brimmer Katcher

Richards, Layton & Finger, P.A.
Simpson Thacher & Bartlett LLP
Davis Wright Tremaine LLP
Perkins Coie LLP
McKee Nelson LLP
Gibson Dunn & Crutcher LLP
Shearman & Sterling LLP
Miller & Chevalier, Chartered
Grant Thornton

Litigation

FDIC
JPMorgan Chase
Nadia Youkelsone
Francisco Wence
American National Insurance Company
American National Property and Casualty Company
American National General Insurance Company
Farm Family Life Insurance Company
Farm Family Casualty Insurance Company
Pacific Property and Casualty Company
American National Lloyds Insurance Company
National Western Life Insurance Company
Garden State Life Insurance Company

Equity Committee Members

Esopus Creek Value, LLC
Kenneth I. Feldman
Saul Sutton
Dorothea Barr
Joyce M. Presnall
Tyson Mathews
Michael Willingham

Bank Bond Holders

Altma Fund Sicav P.L.C. In Respect Of Russell Sub-Fund
Anchorage Capital Master Offshore, Ltd.
Bank of Scotland plc
Fir Tree Capital Opportunity Master Fund, L.P.
Fir Tree Mortgage Opportunity Master Fund, L.P.
Fir Tree Value Master Fund, L.P.
HFR ED Select Fund IV Master Trust
Lyxor/York Fund Limited

Marathon Credit Opportunity Master Fund, Ltd.
Marathon Special Opportunity Master Fund, Ltd.
Permal York Ltd.
Quintessence Fund L.P.
QVT Fund LP
The Governor and Company of the Bank of Ireland
The Varde Fund, L.P.
The Varde Fund VI-A, L.P.
The Varde Fund VII-B, L.P.
The Varde Fund VIII, L.P.
The Varde Fund IX, L.P.
The Varde Fund IX-A, L.P.
Varde Investment Partners (Offshore), Ltd.
Varde Investment Partners, L.P.
York Capital Management, L.P.
York Credit Opportunities Fund, L.P.
York Credit Opportunities Master Fund, L.P.
York Investment Master Fund, L.P.
York Select, L.P.
York Select Master Fund, L.P.

Exhibit 2 – Anders J. Maxwell Affidavit

Disclosure of Peter J. Solomon Company

Peter J. Solomon Company (“PJSC”) has a large and diversified practice which encompasses the representation of many businesses, financial institutions and individuals. Based on PJSC’s current knowledge of the professionals, lenders, noteholders, creditors, equity holders and other significant parties-in-interest involved in these Chapter 11 cases, PJSC makes the following disclosures:

Relationship in Matters Related to these Chapter 11 Cases:

None.

Relationships in Unrelated Matters:

TPG Capital
General Electric Capital Company
General Electric Capital Corporation
Fleet Business Credit, LLC
Pitney Bowes Credit Corporation
Bank of New York Mellon
Law Debenture Trust Company of New York
Wells Fargo Bank, N.A.
Wilmington Trust Company
Verizon Services Corp.
KPMG LLP
McKinsey & Company Inc. US
IBM
Cognizant
CB Richard Ellis
People Support Inc.
AT&T
Akin Gump
Goldman Sachs Group, Inc.
Alvarez & Marsal
Kurtzman Carson Consultants
Richards, Layton & Finger, P.A.
Simpson Thacher & Bartlett LLP
Perkins Coie LLP
McKee Nelson LLP
Gibson Dunn & Crutcher LLP

Shearman & Sterling LLP
Grant Thornton
JPMorgan Chase
Esopus Creek Value, LP
Michael Willingham
Anchorage Capital Master Offshore, Ltd.
Bank of Scotland plc
Lyxor/York Fund Limited
Marathon Credit Opportunity Master Fund, Ltd.
Marathon Special Opportunity Master Fund, Ltd.
The Varde Fund, L.P.
The Varde Fund VI-A, L.P.
The Varde Fund VII-B, L.P.
The Varde Fund VIII, L.P.
The Varde Fund IX, L.P.
The Varde Fund IX-A, L.P.
Varde Investment Partners (Offshore), Ltd.
Varde Investment Partners, L.P.
York Capital Management, L.P.
York Credit Opportunities Fund, L.P.
York Credit Opportunities Master Fund, L.P.
York Select, L.P.
York Select Master Fund, L.P.

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

	-x	
In re:	:	Chapter 11
	:	
	:	Case No. 08-12229 (MFW)
	:	Jointly Administered
WASHINGTON MUTUAL, INC., <i>et al.</i> , ¹	:	
	:	
Debtors.	:	
	:	
	-x	

**ORDER AUTHORIZING RETENTION OF PETER J. SOLOMON COMPANY
AS FINANCIAL ADVISOR AND CONSULTING EXPERT FOR
THE OFFICIAL COMMITTEE OF EQUITY SECURITY HOLDERS**

Upon the application (“Application”)² of the Official Committee of Equity Security Holders (the “Committee”) of Washington Mutual, Inc., *et al.* (the “Debtors”) for an Order pursuant to section 1103 of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), authorizing the Committee to retain Peter J. Solomon Company (“PJSC”) as financial advisor and consulting expert pursuant to the terms and conditions of that certain agreement between PJSC and the Committee (the “Engagement Agreement”), substantially in the form attached hereto as Exhibit “A,” and subject to final approval by the Committee; and upon the Affidavit of Anders J. Maxwell (the “Maxwell Affidavit”) in support of the Application; and due and adequate notice of the Application having been given; and it appearing that no other notice need be given; and it appearing that PJSC is not representing any adverse interest in connection with these cases; and it appearing that the relief requested in the Application is in the best interest of the Committee; after

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

² Capitalized terms not defined herein have the meaning given to them in the Application.

due deliberation and sufficient cause appearing therefore, it is hereby

ORDERED that the Application be, and it hereby is, granted; and it is further.

ORDERED that in accordance with section 1103 of the Bankruptcy Code, the Committee is authorized to employ and retain PJSC as of February 12, 2010 as their financial advisor and consulting expert on the terms set forth in the Application; and it is further

ORDERED that PJSC shall be compensated in accordance with the procedures set forth in sections 330 and 331 of the Bankruptcy Code and such Bankruptcy Rules as may then be applicable, from time to time, and such procedures as may be fixed by order of this Court.

ORDERED that this court shall retain jurisdiction with respect to all matters arising or related to the implementation of this order.

Dated: February _____, 2010

BY THE COURT:

HONORABLE MARY F. WALRATH,
United States Bankruptcy Judge

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

In re:	)	Chapter 11
)	
WASHINGTON MUTUAL, INC., <i>et al.</i> ¹,	)	Case No. 08-12229 (MFW)
Debtors.	)	Jointly Administered
)	

CERTIFICATE OF SERVICE

I, Bradford J. Sandler, Esquire, hereby certify that on March 2, 2010, a true and correct copy of the foregoing document was served on all parties registered to receive service on the electronic notification list as maintained by the Court, and via hand delivery or first class mail upon the parties named in the attached service list.

Dated: March 2, 2010

BENESCH, FRIEDLANDER, COPLAN
& ARONOFF LLP

By: /s/ Bradford J. Sandler
Bradford J. Sandler, Esquire (No. 4142)
222 Delaware Ave., Suite 801
Wilmington, DE 19801
302-442-7010 (telephone)
302-442-7012 (facsimile)
bsandler@beneschlaw.com

*Counsel to the Official Committee of Equity Security
Holders*

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

Acxiom Corporation

CB Blackard III
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PO Box 2000
Conway, AR 72033-2000

Akin Gump Strauss Hauer & Feld LLP

Fred S Hodara
One Bryant Park
New York, NY 10036

Akin Gump Strauss Hauer & Feld LLP

Scott L Alberino
1333 New Hampshire Ave NW
Washington, DC 20036

Akin Gump Strauss Hauer & Feld LLP

Peter J Gurfein
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Los Angeles, CA 90067-3012

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Los Angeles, CA 90067-3012

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J William Boone
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Atlanta, GA 30309-3424

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New York, NY 10167

Arapahoe County Attorneys Office

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Arent Fox LLP

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Michael F Holbein
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Atlanta, GA 30363-1031

Ashby & Geddes PA

William P Bowden
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PO Box 1150
Wilmington, DE 19899

Ashby & Geddes PA

Amanda M Winfree
500 Delaware Ave 8th Fl
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Ashby & Geddes PA

Don A Beskrone
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PO Box 1150
Wilmington, DE 19899

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