

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

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<i>In re</i>	:	Chapter 11
	:	
WASHINGTON MUTUAL, INC., <u>et al.</u> , ¹	:	Case No. 08-12229 (MFW)
	:	
Debtors.	:	(Jointly Administered)
	:	
	:	Hearing Date (Proposed): May 5, 2010 at 10:30 a.m.
	:	Objection Deadline (Proposed): May 3, 2010 at 9:00 a.m.
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**APPLICATION OF THE
DEBTORS PURSUANT TO SECTIONS
327(a) AND 328(a) OF THE BANKRUPTCY CODE,
BANKRUPTCY RULE 2014(a) AND LOCAL RULE 2014-1 FOR
ORDER AUTHORIZING THE RETENTION OF BLACKSTONE ADVISORY
PARTNERS L.P. AS FINANCIAL ADVISOR *NUNC PRO TUNC* TO APRIL 9, 2010**

Washington Mutual, Inc. ("WMI") and WMI Investment Corp. ("WMI Investment"), as debtors and debtors in possession (collectively, the "Debtors"), hereby file this application (the "Application") pursuant to sections 327(a) and 328(a) of title 11 of the United States Code (the "Bankruptcy Code"), Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 2014-1 of Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), for an order authorizing the retention of Blackstone Advisory Partners L.P. ("Blackstone") as financial advisor *nunc pro tunc* to April 9, 2009, and respectfully represent:

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.



Jurisdiction

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Background

2. On September 26, 2008 (the "Commencement Date"), each of the Debtors commenced with this Court a voluntary case pursuant to chapter 11 of 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(a) and 1108 of the Bankruptcy Code. On October 3, 2008, the Court entered an order, pursuant to Bankruptcy Rule 1015(b), authorizing the joint administration of the Debtors' chapter 11 cases.

3. On October 15, 2008, the United States Trustee for the District of Delaware (the "U.S. Trustee") appointed an official committee of unsecured creditors (the "Creditors' Committee"). On January 11, 2010, the U.S. Trustee appointed an official committee of equity security holders (the "Equity Committee") in these chapter 11 cases.

4. On March 26, 2010, the Debtors filed their Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code [Docket No. 2622] (the "Plan") and a related disclosure statement [Docket No. 2623] (the "Disclosure Statement").

WMI's Business

5. WMI, a holding company incorporated in the State of Washington, is the direct parent of WMI Investment, which served as an investment vehicle for WMI and holds a variety of securities. WMI Investment is incorporated in the State of Delaware.

6. Prior to the Commencement Date, WMI operated as a savings and loan holding company that owned Washington Mutual Bank ("WMB") and, indirectly, such bank's

subsidiaries, including Washington Mutual Bank fsb (“WMBfsb”). WMI still owns all of the outstanding stock of WMB, and WMI also has certain non-banking, non-debtor subsidiaries. Like all savings and loan holding companies, WMI was subject to regulation by the Office of Thrift Supervision (the “OTS”). WMB and WMBfsb, in turn, like all depository institutions with federal thrift charters, were subject to regulation and examination by the OTS. In addition, WMI’s banking and nonbanking subsidiaries were overseen by various federal and state authorities, including the Federal Deposit Insurance Corporation (“FDIC”).

7. On September 25, 2008, the Director of the OTS, by order number 2008-36, appointed the FDIC as receiver for WMB and advised that the receiver was immediately taking possession of WMB (the “Receivership”). Immediately after its appointment as receiver, the FDIC purportedly sold substantially all the assets of WMB, including the banking subsidiaries of WMB, to JPMorgan Chase Bank, National Association pursuant to that certain Purchase and Assumption Agreement, Whole Bank, dated as of September 25, 2008.

8. WMI’s assets include its common stock interest in WMB, its interest in its non-banking subsidiaries, and more than \$4 billion of cash that WMI and its non-banking subsidiaries (including WMI Investment) had on deposit at WMB and WMBfsb immediately prior to the time the FDIC was appointed as receiver.

Relief Requested

9. By this Application, the Debtors request, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rule 2014(a), and Local Rule 2014-1, entry of the proposed order, substantially in the form attached hereto as Exhibit E (the “Proposed Order”), authorizing the retention and employment of Blackstone, as financial advisor for the Debtors, *nunc pro tunc* to April 9, 2010, in accordance with the terms of that certain engagement letter,

dated April 9, 2010, a copy of which is attached hereto as Exhibit A (the “Engagement Letter”), that certain indemnification agreement, dated April 9, 2010 (the “Indemnification Agreement”), attached to the Engagement Letter, a copy of which is attached hereto as Exhibit B, and that certain confidentiality agreement, dated April 9, 2010 (the “Confidentiality Agreement”), a copy of which is attached hereto as Exhibit C.

10. In support of the Application, the Debtors rely upon the affidavits of Steven Zelin (the “Zelin Affidavit”), a senior managing director of Blackstone, and Robert J. Gentile (the “Gentile Affidavit”), a vice-president in Blackstone’s compliance group, copies of which are attached hereto as Exhibits D and E, respectively.

Selection of Blackstone

11. Blackstone is a leading global alternative asset manager and provider of financial advisory services. Blackstone’s restructuring and reorganization advisory operation is one of the leading advisers to companies and creditors in restructurings and bankruptcies. Blackstone professionals have extensive experience working with financially troubled companies in complex financial restructurings. Since 1991, Blackstone has advised on more than 250 distressed situations, both in and out of bankruptcy proceedings, involving more than \$1 trillion of total liabilities.

Scope of Blackstone’s Services

12. The Debtors seek to retain Blackstone to provide financial advisory services related to and including Blackstone’s valuation of certain assets of the Debtors (including, without limitation, WM Mortgage Reinsurance Corp., Inc.), the securities to be distributed to certain creditors pursuant to the Plan, and the rights offering available to creditors

pursuant to the Plan (collectively, the “Valuation Analysis”). The specific services Blackstone will provide, if requested by WMI, include:

- (a) evaluating the businesses, prospects, long term business plan and related financial projections of the Debtors and their subsidiaries;
- (b) reviewing and analyzing the Plan and the Disclosure Statement and, to the extent necessary, assisting in the amendment or supplement of the Plan and Disclosure Statement;
- (c) completing the Valuation Analysis;
- (d) preparing an expert witness report concerning the Plan and the Valuation Analysis (the “Expert Report”);
- (e) providing expert witness testimony concerning the Valuation Analysis and/or any of the subjects encompassed by the Expert Report; and
- (f) providing such other advisory services as are customarily provided in connection with the analysis and valuation of a company in the context of a restructuring or reorganization as may be requested and mutually agreed.

13. Blackstone’s services are not intended to be duplicative of the services performed, or to be performed, by any other party retained by the Debtors, including, among other, Alvarez & Marsal North America, LLC. As stated in the Engagement Letter, Blackstone is being retained solely to provide advice regarding the value of certain of the Debtors’ assets. Blackstone, in concert with the other professionals retained by the Debtors, will undertake every reasonable effort to avoid any duplication of their respective services. Moreover, Blackstone has indicated a willingness to act on behalf of the Debtors, on the terms described herein, and will subject itself to the jurisdiction of the Court.

The Debtors’ Retention of Blackstone Is Necessary

14. The services that Blackstone will provide are necessary to accurately value certain of the Debtors’ assets, in addition to certain securities to be distributed pursuant to the

Plan. Such information is essential for the Debtors' creditors, the Court, and other parties in interest to evaluate and make informed decisions regarding the Debtors' proposed Plan. The Debtors submit that neither approval of the Disclosure Statement nor confirmation of the Plan can occur absent such valuation. Accordingly, it is necessary for the Debtors to retain a valuation expert. Based upon Blackstone's valuation experience and financial expertise, the Debtors have chosen Blackstone to serve in such capacity.

15. In addition, based upon time constraints due to the upcoming hearing on the Disclosure Statement, since April 9, 2010, Blackstone has performed work on the Debtors' behalf in good faith, pending approval of this Application. Accordingly, it is appropriate that Blackstone be retained *nunc pro tunc* to April 9, 2010.

Professional Compensation

16. As set forth in the Engagement Letter, the Debtors and Blackstone have agreed to the following compensation structure (the "Fee and Expense Structure") in consideration for the services to be rendered by Blackstone to the Debtors in these chapter 11 cases:

- (a) Upfront Fee. A fee in the amount of \$500,000 in cash, payable upon entry of the Proposed Order;
- (b) Valuation Fee. An additional fee equal to \$850,000 earned upon the completion by Blackstone of the Valuation Analysis and payable as soon as practicable thereafter;
- (c) Additional Fee. A potential additional fee, which may be structured as a monthly fee or as otherwise appropriate, to be agreed upon by Blackstone and the Debtors in the event that confirmation of the Plan does not occur prior to September 1, 2010; provided, however, that such Additional Fee will be (a) subject to prior approval by the Court and (b) commensurate with the anticipated additional services that Blackstone may perform; and

- (d) Expenses. Reimbursement of all reasonable out-of-pocket expenses incurred during Blackstone's engagement, including, but not limited to, travel and lodging, direct identifiable data processing, document production, publishing services and communication charges, courier services, working meals, reasonable fees and expenses of Blackstone's counsel and other necessary expenditures, payable upon rendition of invoices setting forth in reasonable detail the nature and amount of such expenses.

17. Based upon the nature of the Fee and Expense Structure, the Debtors do not believe it is necessary for Blackstone to file monthly or interim applications for approval of fees and expenses. Pursuant to this Application and the Proposed Order, the Debtors and Blackstone seek approval of the Upfront Fee. In addition, Blackstone will (a) file a final fee application for the allowance of the Valuation Fee and Expenses, and (b) in the event that confirmation of the Plan does not occur prior to September 1, 2010, Blackstone also will file interim and final applications for the allowance of Additional Fees and Expenses, all in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the U.S. Trustee Guidelines for Reviewing Applications for Compensation & Reimbursement of Expenses Filed under 11 U.S.C. § 330, that certain Amended Administrative Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals, dated November 14, 2008, [Docket No. 302], and further orders of this Court for all services performed and expenses incurred after the date hereof.²

18. The Fee and Expense Structure described above is comparable to compensation generally charged by financial advisory firms of similar stature to Blackstone and for comparable engagements, both in and out of court. The Fee and Expense Structure is also

² The Debtors understand, however, that it is not the general practice of Blackstone professionals to retain receipts for expenses in amounts less than \$75. Accordingly, the Debtors understand that Blackstone intends to only maintain receipts for expenses greater than or equal to \$75.

consistent with Blackstone's normal and customary billing practices for cases of this size and complexity that require the level and scope of services outlined.

19. The Debtors acknowledge Blackstone's restructuring expertise as well as its financing skills were important factors in determining the amounts set forth in the Fee and Expense Structure, and that the ultimate benefit to the Debtors of Blackstone's services hereunder could not be measured merely by reference to the number of hours to be expended by Blackstone's professionals in the performance of such services.

20. Given the numerous issues that Blackstone may be required to address in the performance of its services in these chapter 11 cases, Blackstone's commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for Blackstone's services for engagements of this nature in an out-of-court context, as well as in chapter 11, the Debtors believe that the Fee and Expense Structure is reasonable under the standards set forth in section 328(a) of the Bankruptcy Code.

Blackstone's Disinterestedness

21. To the best of the Debtors' knowledge, information and belief, neither Blackstone nor any Blackstone employee, has any connection with or any interest adverse to the Debtors, their creditors, or any other party in interest, or their respective attorneys and accountants, except as may be set forth in the Zelin Affidavit. Based upon the Zelin Affidavit, the Debtors submit that Blackstone is a "disinterested person," as that term is defined in section 101(14) of the Bankruptcy Code.

Indemnification Provisions

22. The Engagement Letter and Indemnification Agreement, provide, among other things, that the Debtors will indemnify and hold harmless (the "Indemnification Provisions") Blackstone and its affiliates and their respective partners (both general and limited),

members, officers, directors, employees and agents and each other person, if any, controlling Blackstone or any of its affiliates under certain circumstances (collectively, “Indemnified Parties”). The Indemnification Provisions are standard provisions, both in the chapter 11 context and outside chapter 11, and reflect the qualifications and limits on such terms that are customary for Blackstone and other similar financial advisors.

23. In connection with the Application, Blackstone has agreed to certain modifications to the Indemnification Provisions which are reflected in the Proposed Order and summarized as follows:

- (a) Indemnified Parties shall not be entitled to indemnification, contribution or reimbursement pursuant to the Engagement Letter and/or Indemnification Agreement for services, unless such services and the indemnification, contribution or reimbursement therefore are approved by the Court;
- (b) The Debtors shall have no obligation to indemnify Indemnified Parties, or provide contribution or reimbursement to an Indemnified Parties, for any claim or expense that is either:
 - (i) judicially determined (the determination having become final) to have arisen from Indemnified Parties’ gross negligence, willful misconduct, breach of fiduciary duty, if any, bad faith or self-dealing; (ii) for breach of Indemnified Parties’ contractual obligations unless the 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) settled prior to a judicial determination as to Indemnified Parties’ gross negligence, willful misconduct, breach of fiduciary duty, or bad faith, if any, or self-dealing but determined by this Court, after notice and a hearing to be a claim or expense for which Indemnified Parties’ should not receive indemnity, contribution or reimbursement under the terms of the Agreements as modified by the Court;
- (c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing these chapter 11 cases, an Indemnified Party believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors’ indemnification, contribution and/or reimbursement obligations under the Engagement Letter and/or

Indemnification Agreement (as modified by this Order), including without limitation the advancement of defense costs, Indemnified Party must file an application therefore in this Court, and the Debtors may not pay any such amounts to Indemnified Party before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Indemnified Parties for indemnification, contribution or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Indemnified Parties. All parties in interest shall retain the right to object to any demand by Indemnified Parties for indemnification, contribution or reimbursement; and

- (d) Any limitation of liability or limitation on any amounts to be contributed are deemed null and void.

24. The Debtors and Blackstone believe that the terms of the Indemnification Provisions are customary and reasonable for financial advisory engagements, both in out-of-court proceedings and in chapter 11 cases. Accordingly, the Debtors respectfully submit that the Indemnification Provisions, with modifications described herein, are reasonable and customary and should be approved in these chapter 11 cases. The modifications to the Indemnification Provisions are reflected in the Proposed Order.

Blackstone's Retention Under Section 328 Is Reasonable and Appropriate

25. Section 328 of the Bankruptcy Code provides, in pertinent part, that a debtor "with the court's approval, may employ or authorize the employment of a professional person under section 327 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis." 11 U.S.C. § 328(a). Thus, section 328(a) of the Bankruptcy Code permits the Court to approve the terms of Blackstone's engagement as set forth in the Engagement Letter and the Indemnification Agreement.

26. As recognized by numerous courts, Congress intended for section 328(a) of the Bankruptcy Code to enable debtors to retain professionals pursuant to specific fee arrangements to be determined at the time of the court's approval of the retention, subject to reversal only if the terms are found to be improvident in light of "developments not capable of being anticipated at the time of the fixing of such terms and conditions." *See Donaldson, Lufkin & Jenrette Sec. Corp. v. Nat'l Gypsum Co. (In re Nat'l Gypsum Co.)*, 123 F.3d 861, 862-63 (5th Cir. 1997) ("If the most competent professionals are to be available for complicated capital restructuring and the development of successful corporate reorganization, they must know what they will receive for their expertise and commitment.").

27. The Fee and Expense Structure appropriately reflects the nature of the services to be provided by Blackstone and is consistent with the fee structure typically utilized by leading financial advisors that do not bill their clients on an hourly basis. Similar transaction fee and monthly fee arrangements have been approved and implemented in other large chapter 11 cases. *See, e.g., In re LandSource Cmtys. Dev. LLC*, No. 08-11111 (Bankr. D. Del. Aug. 27, 2008); *In re New Century TRS Holdings, Inc.*, No. 07-10416 (Bankr. D. Del. Apr. 25, 2007); *In re Oakwood Homes Corp.*, No. 02-11282 (RJN) (Bankr. D. Del. July 21, 2003); *In re Burlington Indus., Inc.*, No. 01-11282 (RJN) (Bankr. D. Del. May 21, 2003).

28. Based on the foregoing, the Debtors submit that the relief requested is necessary and appropriate, is in the best interests of their estates and creditors.

Notice

29. No trustee or examiner has been appointed in these chapter 11 cases. Notice of this Application has been provided to: (i) the U.S. Trustee, (ii) counsel for the Creditors' Committee, (iii) counsel for the Equity Committee, and (iv) those parties entitled to

receive notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, the Debtors submit that no other or further notice need be provided.

No Previous Request

30. No previous request for the relief sought herein has been made to this or any other Court.

WHEREFORE, the Debtors respectfully request that the Court grant the relief requested herein and such other and further relief as it deems just and proper.

Dated: April 21, 2010
Wilmington, Delaware

Respectfully submitted,



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Chun I. Jang (No. 4790)
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ATTORNEYS TO THE DEBTORS AND
DEBTORS IN POSSESSION

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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In re : Chapter 11
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WASHINGTON MUTUAL, INC., et al.,¹ : Case No. 08-12229 (MFW)
:
 : (Jointly Administered)
:
 Debtors. :
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 : Hearing Date (Proposed): May 5, 2010 at 10:30 a.m.
 : Objection Deadline (Proposed): May 3, 2010 at 9:00 a.m.
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**NOTICE OF (I) APPLICATION FOR ORDER AUTHORIZING
THE RETENTION OF BLACKSTONE ADVISORY PARTNERS L.P.
AS FINANCIAL ADVISOR TO THE DEBTORS *NUNC PRO TUNC* TO APRIL 9, 2010,
AND (II) MOTION TO SHORTEN NOTICE PERIOD WITH RESPECT THERETO**

PLEASE TAKE NOTICE THAT on April 21, 2010, Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (together, the “Debtors”), filed the **Application of the Debtors Pursuant to Sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rule 2014(a) and Local Rule 2014-1 for Order Authorizing the Retention of Blackstone Advisory Partners L.P. as Financial Advisor *Nunc Pro Tunc* to April 9, 2010** (the “Application”) with the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”).

PLEASE TAKE FURTHER NOTICE that on April 21, 2010, the Debtors also filed the **Motion of Debtors for Order Shortening Time to Consider Application of the Debtors Pursuant to Sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rule 2014(a) and Local Rule 2014-1 for Order Authorizing the Retention of Blackstone Advisory Partners L.P. as Financial Advisor *Nunc Pro Tunc* to April 9, 2010** (the “Motion to

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.

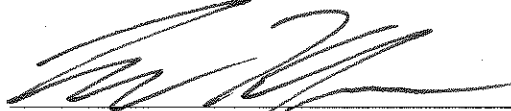
Shorten”), pursuant to which the Debtors have requested approval of a shortened notice period and objection deadline relating to the Application.

PLEASE TAKE FURTHER NOTICE that if the Bankruptcy Court grants the relief requested in the Motion to Shorten (i) a hearing to consider the Application will be held before The Honorable Mary F. Walrath, United States Bankruptcy Judge for the District of Delaware, at the Bankruptcy Court, 824 N. Market Street, 5th Floor, Courtroom 4, Wilmington, Delaware 19801 on **May 5, 2010 at 10:30 a.m. (EDT)** and (ii) objections to the Application, if any, may be filed and served no later than **9:00 a.m. (EDT) on May 3, 2010**.

PLEASE TAKE FURTHER NOTICE THAT if the Bankruptcy Court denies the relief requested in the Motion to Shorten, parties in interest will receive separate notice of the court-approved objection deadline and hearing date for the Application.

Dated: April 21, 2010
Wilmington, Delaware

Respectfully submitted,



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Chun I. Jang (No. 4790)
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Attorneys for the Debtors and Debtors in Possession

Exhibit A
Engagement Letter

The Blackstone Group

April 20, 2010

Washington Mutual, Inc.
925 Fourth Avenue
Suite 2500
Seattle, Washington 98104

Dear Mr. Smith:

This letter confirms the understanding and agreement (the "Agreement") between Blackstone Advisory Partners L.P. ("Blackstone"), Washington Mutual, Inc. ("WMI") and WMI Investment Corp. (together with WMI, "the Company"), regarding the retention of Blackstone by the Company, effective as of April 9, 2010 (the "Effective Date"), as the Company's financial advisor for the purposes set forth herein.

Under this Agreement, Blackstone will provide financial advisory services to the Company in connection with (i) the completion of a valuation of certain assets of the Company (including, without limitation, WM Mortgage Reinsurance Corp., Inc.), the securities to be distributed to certain creditors pursuant to the Company's Plan of Reorganization (the "Plan"), and the rights offering available to certain creditors pursuant to the Plan (collectively, the "Valuation Analysis"), (ii) the preparation of an expert witness report (the "Expert Report"), and (iii) providing expert witness testimony, each in connection with the Restructuring (as defined below) of the Company. As used in this Agreement, the term "Restructuring" shall mean, collectively, (i) any restructuring, reorganization and/or recapitalization of the Company (whether or not pursuant to Chapter 11 of the United States Bankruptcy Code) affecting existing or potential debt obligations or other claims, including, without limitation, senior debt, subordinated debt, trade claims and general unsecured claims (collectively, the "Obligations") and/or (ii) any complete or partial repurchase, refinancing, extension or repayment by the Company of any of the Obligations.

The financial advisory services to be rendered by Blackstone will, if requested by WMI, include the following:

- (a) Evaluate the businesses, prospects, long term business plan and related financial projections of the Company and its subsidiaries;
- (b) Review and analyze the Plan and the related Disclosure Statement of the Company currently on file with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), as may be amended or

supplemented, and, to the extent necessary, assist in the amendment or supplement of such Plan and Disclosure Statement;

- (c) Complete the Valuation Analysis;
- (d) Prepare the Expert Report concerning the Plan and the Valuation Analysis;
- (e) Provide expert witness testimony concerning the Valuation Analysis and/or any of the subjects encompassed by the Expert Report; and
- (f) Provide such other advisory services as are customarily provided in connection with the analysis and valuation of a company in the context of a restructuring or reorganization as may be requested and mutually agreed.

Notwithstanding anything contained in this Agreement to the contrary, Blackstone shall have no responsibility for designing or implementing any initiatives to improve the Company's operations, profitability, cash management or liquidity. Blackstone makes no representations or warranties about the Company's ability to (i) successfully improve its operations, (ii) maintain or secure sufficient liquidity to operate its business, or (iii) successfully complete a Restructuring. Blackstone is retained under this Agreement solely to provide advice regarding the value of the Company and is not being retained to provide "crisis management."

Pursuant to the terms of this engagement, it is agreed that the following fees will be paid:

- (i) a fee (the "Upfront Fee") in the amount of \$500,000 in cash, payable upon entry by the Bankruptcy Court of an order approving the Company's retention of Blackstone;
- (ii) an additional fee (the "Valuation Fee") equal to \$850,000 earned upon the completion by Blackstone of the Valuation Analysis and payable as soon as practicable thereafter;
- (iii) a potential additional fee (the "Additional Fee"), which may be structured as a monthly fee or as otherwise appropriate, to be agreed upon by Blackstone and the Company in the event that confirmation of the Plan does not occur prior to September 1, 2010; provided, however, that such Additional Fee will be (a) subject to prior approval by the Bankruptcy Court and (b) commensurate with the anticipated additional services that Blackstone may perform; and
- (iv) reimbursement of all reasonable out-of-pocket expenses incurred during this engagement, including, but not limited to, travel and lodging, direct identifiable data processing, document production, publishing services and communication charges, courier services, working meals, reasonable fees and expenses of Blackstone's counsel and other necessary expenditures, payable upon rendition of invoices setting forth in reasonable detail the nature and amount of such expenses.

The advisory services and compensation arrangement set forth in this Agreement do not encompass other investment banking services or the arranging of debt or equity capital (except as provided above), issuing fairness opinions or any other specific services not set forth in this

Agreement. The terms and conditions of any such investment banking services, including compensation arrangements, would be set forth in a separate written agreement between Blackstone and the appropriate party.

The Company shall use its best efforts to promptly apply to the Bankruptcy Court for the approval pursuant to sections 327 and 328 of the Bankruptcy Code of (A) this Agreement, including the attached indemnification agreement, and (B) Blackstone's retention by the Company under the terms of this Agreement and subject to the standard of review provided in section 328(a) of the Bankruptcy Code and not subject to any other standard of review under section 330 of the Bankruptcy Code. Blackstone shall have no obligation to provide any services under this Agreement unless Blackstone's retention under the terms of this Agreement is approved under section 328(a) of the Bankruptcy Code by a final order of the Bankruptcy Court no longer subject to appeal, rehearing, reconsideration or petition for certiorari, and which order is acceptable to Blackstone in all respects. Blackstone acknowledges that, in the event that the Bankruptcy Court approves its retention by the Company, Blackstone's fees and expenses shall be subject to the jurisdiction and approval of the Bankruptcy Court under section 328(a) of the Bankruptcy Code and any applicable fee and expense guideline orders; provided, however, that Blackstone shall not be required to maintain receipts for expenses in amounts less than \$75. In the event that Blackstone's engagement hereunder is approved by the Bankruptcy Court, the Company shall pay all fees and expenses of Blackstone hereunder as promptly as practicable in accordance with the terms hereof.

With respect to Blackstone's retention under sections 327 and 328 of the Bankruptcy Code, the Company acknowledges and agrees that Blackstone's restructuring expertise as well as its capital markets knowledge, financing skills and mergers and acquisitions capabilities, some or all of which may be required by the Company during the term of Blackstone's engagement hereunder, were important factors in determining the amount of the various fees set forth herein, and that the ultimate benefit to the Company of Blackstone's services hereunder could not be measured merely by reference to the number of hours to be expended by Blackstone's professionals in the performance of such services. The Company also acknowledges and agrees that the various fees set forth herein have been agreed upon by the parties in anticipation that a substantial commitment of professional time and effort will be required of Blackstone and its professionals hereunder over the life of the engagement, and in light of the fact that such commitment may foreclose other opportunities for Blackstone and that the actual time and commitment required of Blackstone and its professionals to perform its services hereunder may vary substantially from week to week or month to month, creating "peak load" issues for the firm. In addition, given the numerous issues which Blackstone may be required to address in the performance of its services hereunder, Blackstone's commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for Blackstone's services for engagements of this nature, the Company agrees that the fee arrangements hereunder (including the Upfront Fee, Valuation Fee and any Additional Fee) are reasonable under the standards set forth in 11 U.S.C. Section 328(a).

The Company will furnish or cause to be furnished to Blackstone such information as Blackstone believes appropriate to its assignment (all such information so furnished being the "Information"). The Company recognizes and confirms that Blackstone (a) will use and rely primarily on the Information and on information available from generally recognized public sources in performing the services contemplated by this Agreement without having independently verified the same, (b) does not assume responsibility for the accuracy or completeness of the Information and such other information, (c) is entitled to rely upon the Information without independent verification, and (d) will not make an appraisal of any assets in connection with its assignment. Except as contemplated by the terms hereof, Blackstone shall keep all Information provided to it by or at the request of the Company confidential pursuant to the terms of the Confidentiality Agreement between the parties hereto, dated April 9, 2010 (the "Confidentiality Agreement"), and otherwise shall comply with its obligations contained therein.

In the event that the Information belonging to the Company or its professional advisors is stored electronically on Blackstone's computer systems, Blackstone shall not be liable for any damages resulting from unauthorized access, misuse or alteration of such information by persons not acting on its behalf, provided that Blackstone exercises the same degree of care in protecting the confidentiality of, and in preventing unauthorized access to the Company or its professional advisors' information that it exercises with regard to its own most sensitive proprietary information.

Except as required by applicable law, any advice to be provided by Blackstone under this Agreement shall not be disclosed publicly or made available to third parties (other than the Company's counsel and other professional advisors or, if appropriate in the Company's judgment, in (a) any filings in a Chapter 11 proceeding, or (b) communications with (x) the Company's professionals, (y) the Official Committee of Unsecured Creditors or the Official Committee of Equity Security Holders (each, an "Official Committee") appointed in Company's Chapter 11 case and/or any Official Committee's professionals or (z) the United States Trustee's office) without the prior written consent of Blackstone, which consent shall not be unreasonably withheld. All services, advice and information and reports provided by Blackstone to the Company in connection with this assignment shall be for the sole benefit of the Company and shall not be relied upon by any other person.

Neither Blackstone nor any of its agents, representatives, members, or employees shall have any liability (whether direct or indirect, in contract or tort or otherwise), to the Company for or in connection with their engagement hereunder except for any such liability for losses, claims, damages or liabilities incurred by the Company that are finally judicially determined by a court of competent jurisdiction to have primarily resulted from the gross negligence or willful misconduct of Blackstone.

The Company acknowledges and agrees that Blackstone has been retained to act solely as financial advisor to the Company. In such capacity, Blackstone shall act as an independent contractor, and any duties of Blackstone arising out of its engagement pursuant to this

Agreement shall be owed solely to the Company. In consideration of Blackstone's agreement to provide financial advisory services to the Company in connection with this Agreement, it is agreed that the Company will indemnify Blackstone and its agents, representatives, members and employees. Therefore, in connection with this Agreement, the Company and Blackstone are also entering into the indemnification agreement attached to this Agreement as Attachment A (the "Indemnification Agreement").

In the event that, as a result of or in connection with Blackstone's engagement by the Company, Blackstone becomes involved in any legal proceeding or investigation or is required by government regulation, subpoena or other legal process to produce documents, or to make its current or former personnel available as witnesses at deposition or trial, the Company will reimburse Blackstone for the reasonable fees and out-of-pocket expenses of its counsel incurred in responding to such a request. Nothing in this paragraph shall affect in any way the Company's obligations pursuant to the Indemnification Agreement.

Blackstone's engagement hereunder may be terminated upon 30 days' written notice without cause by either the Company or Blackstone; termination for cause by either party will occur forthwith. Notwithstanding the foregoing, (a) the provisions relating to the payment of fees and expenses accrued through the date of termination, the status of Blackstone as an independent contractor and the limitation as to whom Blackstone shall owe any duties will survive any such termination and (b) any such termination shall not affect the Company's obligations under the Indemnification Agreement or the Confidentiality Agreement.

None of the Company or its professional advisors appears on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury, nor are they prohibited parties according to other U.S. government regulatory or enforcement agencies.

Notwithstanding anything to the contrary provided elsewhere herein, none of the provisions of this Agreement shall in any way limit the activities of The Blackstone Group L.P. and its affiliates in their businesses distinct from the restructuring advisory business of The Blackstone Group L.P., provided that the Information is not made available to Representatives (as such term is defined in the Confidentiality Agreement) of The Blackstone Group L.P. and its affiliates who are not involved in the restructuring advisory business of The Blackstone Group L.P. Should the Information be made available to a Representative of The Blackstone Group L.P. and its affiliates who is not involved in restructuring advisory business of The Blackstone Group L.P., such Representative shall be bound by this Agreement in accordance with its terms.

This Agreement (including the Indemnification Agreement and the Confidentiality Agreement) embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, such determination will not affect the Agreement in any other respect, which will remain in full force and effect. No waiver, amendment or other modification of this Agreement shall be effective

unless in writing and signed by each party to be bound thereby. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed in and to be performed in that state.

Each of the Company and Blackstone hereby agrees that any action or proceeding based hereon or arising out of Blackstone's engagement hereunder, shall be brought and maintained exclusively in the Bankruptcy Court. Each of the Company and Blackstone irrevocably submits to the jurisdiction of the Bankruptcy Court for the purpose of any action or proceeding based hereon or arising out of Blackstone's engagement hereunder and irrevocably agrees to be bound by any judgment rendered thereby in connection with such action or proceedings. Each of the Company and Blackstone hereby irrevocably waives, to the fullest extent permitted by law, any objection they may have or hereafter may have to the laying of venue of any such action or proceeding brought in any such court referred to above and any claim that such action or proceeding has been brought in an inconvenient forum and agrees not to plead or claim the same.

Neither the Company nor Blackstone may assign its obligations under this Agreement without the consent of the other parties hereto (not to be unreasonably withheld, conditioned or delayed if such assignment is to be made to an affiliate of Blackstone), but the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the Company, Blackstone and any person entitled to be indemnified under the Indemnification Agreement.

This Agreement may be executed in any number of counterparts and by different parties, each of which when so executed shall be deemed an original, and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by PDF file (portable document format file) shall be as effective as delivery of a manually executed counterpart of this Agreement.

[SIGNATURE PAGE FOLLOWS]

Please confirm that the foregoing correctly sets forth our agreement by signing and returning to Blackstone the duplicate copy of this Agreement and the Indemnification Agreement.

Very truly yours,

BLACKSTONE ADVISORY PARTNERS L.P.

By:  _____

Name: Steven Zelin

Title: Senior Managing Director


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

WASHINGTON MUTUAL, INC.

By: _____

Name: Charles Edward Smith

Title: General Counsel, Executive Vice President and Secretary


SOAH PARK
NOTARY PUBLIC, State of New York
No. 01PA6042031
Certificate Filed in New York County
Commission Expires May 15, 2010

WMI INVESTMENT CORP.

By: _____

Name: Charles Edward Smith

Title: Senior Vice President and Secretary

ATTACHMENT A

April 20, 2010

Blackstone Advisory Partners L.P.
345 Park Avenue
New York, NY 10154

INDEMNIFICATION AGREEMENT

Ladies and Gentlemen:

This letter will confirm that we have engaged Blackstone Advisory Partners L.P. (“Blackstone”) to advise and assist us in connection with the matters referred to in our letter of agreement dated as of April 14, 2010 (the “Engagement Letter”). In consideration of your agreement to act on our behalf in connection with such matters, we agree to indemnify and hold harmless you and your affiliates and your and their respective partners (both general and limited), members, officers, directors, employees and agents and each other person, if any, controlling you or any of your affiliates (you and each such other person being an “Indemnified Party”) from and against any losses, claims, damages, expenses and liabilities whatsoever, whether they be joint or several, related to, arising out of or in connection with the engagement (the “Engagement”) under the Engagement Letter and will reimburse each Indemnified Party for all reasonable and documented out-of-pocket expenses (including reasonable fees, expenses and disbursements of counsel) as they are incurred in connection with investigating, preparing, pursuing, defending or assisting in the defense of any action, claim, suit, investigation or proceeding related to, arising out of or in connection with the Engagement or this agreement, whether or not pending or threatened, whether or not any Indemnified Party is a party, whether or not resulting in any liability and whether or not such action, claim, suit, investigation or proceeding is initiated or brought by us. We will not, however, be liable under the foregoing indemnification provision for any losses, claims, damages or liabilities (or expenses relating thereto) that are finally judicially determined by a court of competent jurisdiction to have primarily resulted from the gross negligence or willful misconduct of Blackstone. We also agree that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to us or our owners, parents, affiliates, security holders or creditors for or in connection with the Engagement except for any such liability for losses, claims, damages or liabilities incurred by us that are finally judicially determined by a court of competent jurisdiction to have primarily resulted from the gross negligence or willful misconduct of Blackstone.

If the indemnification provided for in the preceding paragraph is for any reason unavailable to an Indemnified Party in respect of any losses, claims, damages or liabilities referred to herein, then, in lieu of indemnifying such Indemnified Party hereunder, we shall contribute to the amount paid or payable by such Indemnified Party as a result of such losses, claims, damages or liabilities (and expenses relating thereto) (i) in such proportion as is appropriate to reflect the relative benefits received (or anticipated to be received) by you, on the one hand, and us, on the other hand, from the Engagement or (ii) if and only if the allocation provided by clause (i) above is for any reason not available, in such proportion as is appropriate to reflect not only the relative benefits referred to in such clause (i) but also the relative fault of each of you and us, as well as any other relevant equitable considerations; provided, however, to the extent permitted by applicable law, in no event shall your aggregate contribution to the amount paid or payable exceed the aggregate amount of fees actually received by you under the Engagement Letter. For the purposes of this agreement, the relative benefits to us and you of the Engagement shall be deemed to be in the same proportion as (a) the total value paid or contemplated to be paid or received or contemplated to be received by us, our security holders and our creditors in the transaction or transactions that are subject to the Engagement, whether or not any such transaction is consummated, bears to (b) the fees paid or to be paid to Blackstone under the Engagement Letter (excluding any amounts paid as reimbursement of expenses).

Neither party to this agreement will, without the prior written consent of the other party (which consent will not be unreasonably withheld), settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which indemnification may be sought hereunder (a "Judgment"), whether or not we or any Indemnified Party are an actual or potential party to such claim, action, suit or proceeding. In the event that we seek to settle or compromise or consent to the entry of any Judgment, we agree that such settlement, compromise or consent (i) shall include an unconditional release of Blackstone and each other Indemnified Party hereunder from all liability arising out of such claim, action, suit or proceeding, (ii) shall not include a statement as to, or an admission of, fault, culpability or a failure to act by or on behalf of Blackstone or each other Indemnified Party, and (iii) shall not impose any continuing obligations or restrictions on Blackstone or each other Indemnified Party.

Promptly after receipt by an Indemnified Party of notice of any complaint or the commencement of any action or proceeding with respect to which indemnification is being sought hereunder, such person will notify us in writing of such complaint or of the commencement of such action or proceeding, but failure to so notify us will not relieve us from any liability which we may have hereunder or otherwise, except to the extent that such failure materially prejudices our rights. If we so elect or are requested by such Indemnified Party, we will assume the defense of such action or proceeding, including the employment of counsel reasonably satisfactory to Blackstone and the payment of the fees and disbursements of such counsel.

In the event, however, such Indemnified Party reasonably determines in its judgment that having common counsel would present such counsel with a conflict of interest or if we fail to

assume the defense of the action or proceeding in a timely manner, then such Indemnified Party may employ separate counsel reasonably satisfactory to us to represent or defend it in any such action or proceeding and we will pay the fees and disbursements of such counsel; provided, however, that we will not be required to pay the fees and disbursements of more than one separate counsel for all Indemnified Parties in any jurisdiction in any single action or proceeding. In any action or proceeding the defense of which we assume, the Indemnified Party will have the right to participate in such litigation and to retain its own counsel at such Indemnified Party's own expense.

The foregoing reimbursement, indemnity and contribution obligations of the Company under this agreement shall be in addition to any rights that an Indemnified Party may have at common law or otherwise, and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Company and such Indemnified Party.

The provisions of this agreement shall apply to the Engagement and any written modification of the Engagement and shall remain in full force and effect regardless of any termination or the completion of your services under the Engagement Letter.

This Agreement, and the Engagement Letter shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts executed in and to be performed in that state.

[SIGNATURE PAGE FOLLOWS]

Very truly yours,

WASHINGTON MUTUAL, INC.

By: _____
Name: Charles Edward Smith
Title: General Counsel,
Executive Vice President
and Secretary

WMI INVESTMENT CORP.

By: _____
Name: Charles Edward Smith
Title: Senior Vice President
and Secretary

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

BLACKSTONE ADVISORY PARTNERS L.P.

By:  _____
Steven Zelin
Senior Managing Director



SOUTH PARK
NOTARY PUBLIC, State of New York
No. 01PA6042031
Certificate Filed in New York County
Commission Expires May 15, 2010

Exhibit B

Indemnification Agreement

ATTACHMENT A

April 20, 2010

Blackstone Advisory Partners L.P.
345 Park Avenue
New York, NY 10154

INDEMNIFICATION AGREEMENT

Ladies and Gentlemen:

This letter will confirm that we have engaged Blackstone Advisory Partners L.P. (“Blackstone”) to advise and assist us in connection with the matters referred to in our letter of agreement dated as of April 14, 2010 (the “Engagement Letter”). In consideration of your agreement to act on our behalf in connection with such matters, we agree to indemnify and hold harmless you and your affiliates and your and their respective partners (both general and limited), members, officers, directors, employees and agents and each other person, if any, controlling you or any of your affiliates (you and each such other person being an “Indemnified Party”) from and against any losses, claims, damages, expenses and liabilities whatsoever, whether they be joint or several, related to, arising out of or in connection with the engagement (the “Engagement”) under the Engagement Letter and will reimburse each Indemnified Party for all reasonable and documented out-of-pocket expenses (including reasonable fees, expenses and disbursements of counsel) as they are incurred in connection with investigating, preparing, pursuing, defending or assisting in the defense of any action, claim, suit, investigation or proceeding related to, arising out of or in connection with the Engagement or this agreement, whether or not pending or threatened, whether or not any Indemnified Party is a party, whether or not resulting in any liability and whether or not such action, claim, suit, investigation or proceeding is initiated or brought by us. We will not, however, be liable under the foregoing indemnification provision for any losses, claims, damages or liabilities (or expenses relating thereto) that are finally judicially determined by a court of competent jurisdiction to have primarily resulted from the gross negligence or willful misconduct of Blackstone. We also agree that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to us or our owners, parents, affiliates, security holders or creditors for or in connection with the Engagement except for any such liability for losses, claims, damages or liabilities incurred by us that are finally judicially determined by a court of competent jurisdiction to have primarily resulted from the gross negligence or willful misconduct of Blackstone.

If the indemnification provided for in the preceding paragraph is for any reason unavailable to an Indemnified Party in respect of any losses, claims, damages or liabilities referred to herein, then, in lieu of indemnifying such Indemnified Party hereunder, we shall contribute to the amount paid or payable by such Indemnified Party as a result of such losses, claims, damages or liabilities (and expenses relating thereto) (i) in such proportion as is appropriate to reflect the relative benefits received (or anticipated to be received) by you, on the one hand, and us, on the other hand, from the Engagement or (ii) if and only if the allocation provided by clause (i) above is for any reason not available, in such proportion as is appropriate to reflect not only the relative benefits referred to in such clause (i) but also the relative fault of each of you and us, as well as any other relevant equitable considerations; provided, however, to the extent permitted by applicable law, in no event shall your aggregate contribution to the amount paid or payable exceed the aggregate amount of fees actually received by you under the Engagement Letter. For the purposes of this agreement, the relative benefits to us and you of the Engagement shall be deemed to be in the same proportion as (a) the total value paid or contemplated to be paid or received or contemplated to be received by us, our security holders and our creditors in the transaction or transactions that are subject to the Engagement, whether or not any such transaction is consummated, bears to (b) the fees paid or to be paid to Blackstone under the Engagement Letter (excluding any amounts paid as reimbursement of expenses).

Neither party to this agreement will, without the prior written consent of the other party (which consent will not be unreasonably withheld), settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which indemnification may be sought hereunder (a "Judgment"), whether or not we or any Indemnified Party are an actual or potential party to such claim, action, suit or proceeding. In the event that we seek to settle or compromise or consent to the entry of any Judgment, we agree that such settlement, compromise or consent (i) shall include an unconditional release of Blackstone and each other Indemnified Party hereunder from all liability arising out of such claim, action, suit or proceeding, (ii) shall not include a statement as to, or an admission of, fault, culpability or a failure to act by or on behalf of Blackstone or each other Indemnified Party, and (iii) shall not impose any continuing obligations or restrictions on Blackstone or each other Indemnified Party.

Promptly after receipt by an Indemnified Party of notice of any complaint or the commencement of any action or proceeding with respect to which indemnification is being sought hereunder, such person will notify us in writing of such complaint or of the commencement of such action or proceeding, but failure to so notify us will not relieve us from any liability which we may have hereunder or otherwise, except to the extent that such failure materially prejudices our rights. If we so elect or are requested by such Indemnified Party, we will assume the defense of such action or proceeding, including the employment of counsel reasonably satisfactory to Blackstone and the payment of the fees and disbursements of such counsel.

In the event, however, such Indemnified Party reasonably determines in its judgment that having common counsel would present such counsel with a conflict of interest or if we fail to

assume the defense of the action or proceeding in a timely manner, then such Indemnified Party may employ separate counsel reasonably satisfactory to us to represent or defend it in any such action or proceeding and we will pay the fees and disbursements of such counsel; provided, however, that we will not be required to pay the fees and disbursements of more than one separate counsel for all Indemnified Parties in any jurisdiction in any single action or proceeding. In any action or proceeding the defense of which we assume, the Indemnified Party will have the right to participate in such litigation and to retain its own counsel at such Indemnified Party's own expense.

The foregoing reimbursement, indemnity and contribution obligations of the Company under this agreement shall be in addition to any rights that an Indemnified Party may have at common law or otherwise, and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Company and such Indemnified Party.

The provisions of this agreement shall apply to the Engagement and any written modification of the Engagement and shall remain in full force and effect regardless of any termination or the completion of your services under the Engagement Letter.

This Agreement, and the Engagement Letter shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts executed in and to be performed in that state.

[SIGNATURE PAGE FOLLOWS]

Very truly yours,

WASHINGTON MUTUAL, INC.

By: _____
Name: Charles Edward Smith
Title: General Counsel,
Executive Vice President
and Secretary

WMI INVESTMENT CORP.

By: _____
Name: Charles Edward Smith
Title: Senior Vice President
and Secretary

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

BLACKSTONE ADVISORY PARTNERS L.P.

By:  _____
Steven Zelin
Senior Managing Director



SOOAH PARK
NOTARY PUBLIC, State of New York
No. 01PA6042031
Certificate Filed in New York County
Commission Expires May 15, 2010

Exhibit C

Confidentiality Agreement

WEIL, GOTSHAL & MANGES LLP

767 FIFTH AVENUE
NEW YORK, NY 10153
(212) 310-8000
FAX: (212) 310-8007

AUSTIN
BOSTON
BRUSSELS
BUDAPEST
DALLAS
FRANKFURT
HOUSTON
LONDON
MIAMI
MUNICH
PARIS
PRAGUE
SHANGHAI
SILICON VALLEY
SINGAPORE
WARSAW
WASHINGTON, D.C.

BRIAN S. ROSEN
DIRECT LINE (212) 310-8602
E-MAIL: brian.rosen@weil.com

April 9, 2010

VIA E-MAIL

To: Blackstone Advisory Partners L.P.
345 Park Avenue
New York, New York 10154

Re: **Confidentiality Agreement with
Blackstone Advisory Partners L.P.**

Washington Mutual, Inc. and WMI Investment Corp. (collectively, the “Debtors”) are debtors and debtors in possession in the jointly administered chapter 11 cases pending in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”), Case No. 08-12229 (MFW) (collectively, the “Cases”). The Debtors are prepared to provide, now and during the administration of the Cases, Blackstone Advisory Partners L.P. (“Recipient”) certain information relating to the Debtors and other matters relevant to the Cases. The Debtors are entering into this agreement (the “Agreement”) with Recipient to govern the exchange and preservation of that information. The term “Representative” as used in this Agreement shall include directors, executives, officers, members, employees, agents, partners, experts, consultants, legal counsel, accountants, financial and other advisors.

As used herein, the term “Confidential Information” shall mean any information (whether written or oral) concerning the Debtors (whether prepared by the Debtors, their Representatives, or otherwise and irrespective of the form of communication) that is confidential, non-public or proprietary in nature and which is furnished during the pendency of the Cases (whether on or after the date hereof) to Recipient by, or on behalf of, the Debtors or their Representatives. “Confidential Information” shall also include all notes, analyses, compilations, studies or other documents, whether prepared by Recipient or others, which contain or are based upon Confidential Information furnished to Recipient concerning the Debtors. The term “Confidential Information” shall not include information that (i) was in Recipient’s or its Representatives’ possession as of the commencement of the Cases so long as such

information comes from a source that is not reasonably known by Recipient or such of its Representatives to be bound by a confidentiality agreement with, or other legal or contractual obligation of confidentiality owed to, the Debtors, (ii) is or becomes publicly available other than as a result of a disclosure by Recipient or its Representatives in violation of the terms hereof, (iii) is or becomes available to Recipient or its Representatives on a non-confidential basis from a source other than the Debtors or any of their Representatives so long as such source is not reasonably known by Recipient or such of its Representatives to be bound by a confidentiality agreement with, or legal or contractual obligation of confidentiality owed to, the Debtors, or (iv) is independently developed by Recipient or any of its clients, or on Recipient's behalf, and not in violation of this Agreement.

In consideration of such Confidential Information being furnished by the Debtors to Recipient, Recipient agrees to the following:

1. Recipient hereby agrees that all Confidential Information and the existence thereof will be held and treated in confidence, will not be disclosed in any manner whatsoever, in whole or in part, to any party except as provided herein. Recipient agrees to use Confidential Information only for the purpose of participating in these Cases on behalf of the Debtors and further agrees not to use Confidential Information in any manner inconsistent with this Agreement.

Recipient may share Confidential Information with: (a) its Representatives who require such information in order to discharge Recipient's job responsibilities and who agree to keep such Confidential Information in accordance with the terms of this Agreement, and (b) with other parties that execute a confidentiality agreement in form and substance reasonably acceptable to counsel for the Debtors. Recipient will be responsible for any breach of this Agreement by it or its Representatives; provided, however, that, notwithstanding anything to the contrary in this Agreement, Recipient will not be responsible for any breach of this Agreement by any of its Representatives who is not one of its directors, members, officers or employees and who has agreed to be bound by the confidentiality provisions of this Agreement by the execution of a letter agreement substantially in the form of Exhibit A hereto.

2. In the event that Recipient receives a request to disclose any Confidential Information, under any applicable law or regulation or legal, regulatory, or judicial process or the rules of any applicable stock exchange, Recipient agrees, to the extent allowable by law, (i) to promptly notify the Debtors in writing thereof in order to enable the Debtors to seek an appropriate protective order or other remedy or to waive compliance, in whole or in part, with the terms of this Agreement, (ii) to consult with the Debtors on the advisability of taking steps to resist or narrow such request, and (iii) if disclosure is legally required, to use its reasonable best efforts to cooperate with the Debtors in any attempt they may make to obtain a protective order or other appropriate remedy and/or waive compliance, in whole or in part, with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or that the Debtors waive compliance with the provisions hereof, Recipient shall be permitted to furnish that

portion of the Confidential Information as is legally required. Recipient shall not oppose the Debtors' efforts to obtain reliable assurance that confidential treatment will be accorded such Confidential Information. Notwithstanding the foregoing, notice to the Debtors shall not be required where prohibited by law or where disclosure is in connection with a routine audit or examination by, or a blanket document request from, a regulatory or governmental entity that does not reference the Debtors or this Agreement.

3. Recipient understands and acknowledges that the Debtors make no representation or warranty as to the accuracy or completeness of the Confidential Information, and Recipient agrees that neither the Debtors nor any of their Representatives will have any liability to Recipient or its Representatives relating to or resulting from the use of the Confidential Information.

4. If Recipient resigns as advisor to the Debtors, Recipient shall promptly, upon the Debtors' written request (such writing permissible electronically) and at the option of Recipient, return to the Debtors or destroy, if so requested in writing by the Debtors (such writing permissible electronically), all Confidential Information in its possession and will not retain any copies, extracts or other reproductions in whole or in part of such written material. Upon the Debtors' written request (such writing permissible electronically), any such destruction shall be confirmed in writing by an authorized representative of Recipient supervising such destruction. Upon termination of this Agreement and upon the Debtors' written request (such writing permissible electronically), Confidential Information shall be held by Recipient in accordance with its retention policies subject to the terms of this Agreement unless otherwise (i) agreed by the parties hereto, (ii) ordered by the Bankruptcy Court, (iii) required by law, or (iv) requested to be destroyed by the Debtors. Notwithstanding the foregoing, Recipient and its Representatives may retain one or more copies of any Confidential Information they receive for their office records to comply with applicable law or regulation or professional standard, subject to the confidentiality of such copies as provided under the terms of this Agreement; provided, however, that if Recipient determines that compliance with the Debtors' request under clause (iv) would be inconsistent with its legal or regulatory requirements or professional obligations, Recipient shall not be obligated to comply with any such request.

5. Except as required by applicable law, regulation or legal process, without Recipient's prior written consent, the Debtors and their Representatives shall not identify Recipient by name or by identifiable description in connection with the Recipient's participation in the Cases, entering into this Agreement or being involved in the Cases to any person other than a Representative of the Debtors who reasonably requires access to such information.

6. The Debtors acknowledges that neither Recipient nor any of its affiliates, nor its or their Representatives, will be deemed to have made any representation or warranty or commitment with respect to their involvement in the Cases except as may be set forth in one or more final, legally binding definitive agreements.

7. The parties are each entitled to all remedies that may be available to any of them at law or in equity for any breach or violation of this Agreement by the other party, including specific performance and injunctive relief and, in the event a party seeks such relief, the other party shall not assert that specific performance or injunctive relief is not available. Each party hereto further agrees to waive, and to use its reasonable best efforts to direct its officers, employees, and agents to waive, any requirement for the securing or posting of any bond in connection with such remedy.

8. The breaching party shall be liable for any breach of this Agreement as may be determined by a final, non-appealable order of a court of competent jurisdiction. Nothing in this section 8 shall prevent a party from contesting that any such breach has occurred or from contesting any litigation in any appropriate fashion.

9. It is understood and agreed that no failure or delay by a party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

10. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

11. This Agreement constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, arrangements and understandings relating to the matter provided for herein. No alteration, waiver, amendment, change or supplement hereto shall be binding or effective unless the same is set forth in a writing signed by each party hereto. No party hereunder may assign its rights or obligations under this Agreement without the prior written consent of the Debtors.

12. Nothing in this Agreement is intended to grant Recipient any rights under any patent, copyright, trade secret or other intellectual property right, nor shall this Agreement grant to Recipient any rights in or to the Confidential Information, except the limited right to review the Confidential Information solely for the purpose and in the manner set forth in this Agreement.

13. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. Each party hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the Bankruptcy Court for any actions, suits or proceedings arising out of or relating to this Agreement (and the parties agree not to commence any action, suit or proceeding relating thereto except in such court), and further agrees that service of any process, summons, notice or document by U.S. registered mail to the respective addresses of and to the attention of the (i) Debtors' counsel and (ii) Recipient shall be effective service of process for any action, suit or proceeding brought against the parties in any such court. Each party hereby

irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this agreement in the Bankruptcy Court, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

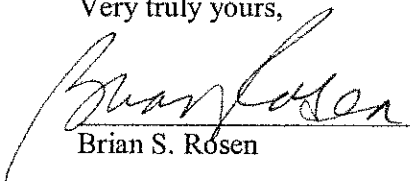
14. Notwithstanding anything to the contrary provided elsewhere herein, none of the provisions of this Agreement shall in any way limit the activities of The Blackstone Group L.P. and its affiliates in their businesses distinct from the restructuring advisory business of The Blackstone Group L.P., provided that the Confidential Information is not made available to Representatives of The Blackstone Group L.P. and its affiliates who are not involved in the restructuring advisory business of The Blackstone Group L.P. Should the Confidential Information be made available to a Representative of The Blackstone Group L.P. and its affiliates who is not involved in the restructuring advisory business of The Blackstone Group L.P., such Representative shall be bound by this Agreement in accordance with its terms.

15. This Agreement shall remain in full force and effect until the earliest to occur of (i) six (6) months following the effective date of a chapter 11 plan in these Cases, (ii) the termination of this Agreement by agreement of the parties hereto, and (iii) June 30, 2011.

16. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

If the foregoing reflects our agreement, please execute below and return to my attention.

Very truly yours,



Brian S. Rosen

AGREED TO AND ACCEPTED BY:

**BLACKSTONE ADVISORY PARTNERS
L.P.**

Signature:



Name/Title:

Steven Zelin / Senior Managing Director

Exhibit A

Representative's Letter

_____, 201__

Washington Mutual, Inc.

WMI Investment Corp.

-and-

Blackstone Advisory Partners L.P.

Dear Sirs:

The undersigned agrees to be bound, in its capacity as a "Representative" (as defined in the letter agreement attached hereto) of Blackstone Advisory Partners L.P., by the confidentiality provisions of such letter agreement.

Very truly yours,

[Representative's Name]

By: _____

Name:

Title:

Exhibit D

Affidavit of Steven Zelin

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

-----X
: **Chapter 11**
:
: **Case No. 08-12229 (MFW)**
:
: **(Jointly Administered)**
:
-----X

**AFFIDAVIT OF STEVEN
ZELIN PURSUANT TO SECTIONS
327(a) AND 328(a) OF THE BANKRUPTCY CODE,
BANKRUPTCY RULE 2014(a) AND LOCAL RULE 2014-1 FOR
ORDER AUTHORIZING THE RETENTION OF BLACKSTONE ADVISORY
PARTNERS L.P. AS FINANCIAL ADVISOR *NUNC PRO TUNC* TO APRIL 9, 2010**

I, Steven Zelin, hereby declare under penalty of perjury that, to the best of my knowledge and belief, and after reasonable inquiry, the following is true and correct:

1. I am a Senior Managing Director of Blackstone Advisory Partners L.P. (the “Advisor”), a global alternative asset manager and provider of financial advisory services listed on the New York Stock Exchange that maintains offices at 345 Park Avenue, New York, New York 10154. I am authorized to execute this declaration on behalf of the Advisor.

2. I am filing this affidavit in support of the application (the “Application”)² of the affiliated debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”), for entry of an order authorizing the employment and retention of the Advisor as financial advisor to the Debtors in their chapter 11 cases. Unless otherwise stated

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 otherwise defined herein shall have the meanings ascribed to them in the Application.

in this Declaration, I have personal knowledge of the facts set forth herein. To the extent any information disclosed herein requires amendment or modification upon the Advisor's completion of further review or as additional party-in-interest information becomes available to it, a supplemental affidavit will be submitted to the Court reflecting such amended or modified information.

A. The Advisor's Qualifications

3. The Advisor is an affiliate of a leading global alternative asset manager and provider of financial advisory services listed on the New York Stock Exchange (ticker symbol BX). The Advisor's restructuring and reorganization advisory operation is one of the leading advisers to companies and creditors in restructurings and bankruptcies.

4. The Advisor's professionals have extensive experience working with financially troubled companies in complex financial restructurings. Since 1991, the Advisor has advised on approximately 250 distressed situations, both in and out of bankruptcy proceedings, involving nearly \$1 trillion of total liabilities.

5. The Advisor's professionals, generally, and I, specifically, have provided expert testimony on numerous occasions in connection with cases before the bankruptcy courts.

B. Disinterestedness of Professionals

6. The Advisor has performed a preliminary conflict search and based on the results, to the best of my knowledge, neither I, the Advisor, nor any member or employee thereof, insofar as I have been able to ascertain, has any connection with the Debtors, their creditors, other parties-in-interest (as reasonably known to us prior to completion of our more detailed conflict search, as further described below), their respective attorneys, the U.S. Trustee

or any person employed in the Office of the United States Trustee, except as described below and as described further in the Gentile Affidavit (defined below).

7. To the best of my knowledge, the Advisor is a “disinterested person” as that term is defined in section 101(14) and as required by section 327(a) and referenced by section 328(c) of the Bankruptcy Code in that its members and employees:

- (a) are not creditors, equity security holders or insiders of the Debtors;
- (b) are not and, were not, within two (2) years before the date of the filing of the Debtors’ chapter 11 petitions, directors, officers, or employees of the Debtors; and
- (c) do not have an interest materially adverse to the interest of the Debtors’ estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors or for any other reason.

8. As of April 9, 2010, and pursuant to the Engagement Letter, the Advisor was retained by the Debtors on a post petition basis to provide financial advisory services to the Debtors related to the valuation of certain assets of the Debtors (including, without limitation, WM Mortgage Reinsurance Corp., Inc.), the securities to be distributed to certain creditors pursuant to the Plan, and the rights offering available to creditors pursuant to the Plan (collectively, the “Valuation Analysis”).

9. As part of its diverse practice, the Advisor appears in numerous cases, proceedings and transactions involving many different professionals, including attorneys, accountants, investment bankers and financial consultants, some of which may represent claimants and parties-in-interest in the Debtors’ chapter 11 cases. Further, the Advisor or companies in which it has investments have in the past, and may in the future, be represented by several attorneys and law firms in the legal community, some of whom may be involved in these proceedings. In addition, the Advisor has in the past and will likely in the future be working

with or against other professionals involved in this case in matters unrelated to this case. Based on our current knowledge of the professionals involved, and to the best of my knowledge, none of these business relations constitute interests materially adverse to the Debtors herein, and none are in connection with this case.

10. Affiliates of the Advisor serve as general partners for and manage a number of investment vehicles (collectively, the “Blackstone Funds”). The investors in the Blackstone Funds include many large financial institutions, some of which may be parties in interest in the Debtors’ chapter 11 cases but also include affiliates of the Advisor and various of its officers and employees (collectively, the “Employees”), including Employees working on the Debtors’ chapter 11 cases. In their capacity as limited partners, these Employees have personal investments in the Blackstone Funds, but have no control over investment decisions or over business decisions made at the Blackstone Funds.

- a) Among other things, some of the Blackstone Funds are (a) passive investors in other funds (the “Investment Funds”) managed by a number of non-traditional money managers, (b) active direct investors in a number of portfolio companies (the “Equity Funds”), (c) active direct investors in real estate including leases, mortgages, fee interests, real estate investment trusts, real estate securities and businesses which are substantially related to real estate development, construction, and operation (“BREP”), and (d) investors in a variety of debt instruments and mezzanine loans or similar securities (“Income Funds”). In addition, an affiliate of the Advisor serves as manager of two publicly traded closed-end mutual funds (the “Mutual Funds”).
- b) As would be the case with respect to a mutual fund investment, neither the Advisor, its affiliates, the Blackstone Funds nor the Employees have any control over the investments made by the Investment Funds in which the Blackstone Funds are invested, including investment purchases,

investment divestitures, and the timing of such activities.

- c) Some of the Investment Funds may invest in distressed debt and may hold or acquire debt of the Debtors or their affiliates. To avoid any appearance of impropriety, where the Blackstone Funds may receive information that the Investment Funds are investing in companies in which the Advisor is acting as an advisor, the Advisor maintains internal procedures designed to preclude the dissemination of such information to the Employees who are providing such advisory services. No Employee working on the Debtors' chapter 11 cases receives information concerning the individual investments of the Investment Funds in which the Blackstone Funds are invested.
- d) The Advisor maintains investment control over the Equity Funds, BREP, and the Income Funds (the "Managed Funds").
- e) The Advisor maintains a strict separation between its Employees assigned to the Debtors' chapter 11 cases and the Employees assigned to the Blackstone Funds.
- f) Likewise, no confidential information concerning the Debtors is permitted to be communicated to the Employees working for the Blackstone Funds.
- g) It is possible that companies owned, in whole or in part, by some of the Blackstone Funds may have a relationship with the Debtors or otherwise appear on the list of Parties-In-Interest (as defined below). The Debtors may purchase or supply goods and services to, and may be an obligor to, or a creditor of, one or more companies that the Advisor is advising or in which some of the Blackstone Funds have an investment. These relationships are unrelated to the services the Advisor intends to provide in the Debtors' chapter 11 cases. The Advisor maintains that these relationships are subject to the internal confidentiality procedures outlined immediately above, and thus, have no meaningful bearing on the Advisor's ability to advise the Debtors. The Advisor does not possess

enough information concerning the dealings of the numerous companies in which some of the Blackstone Funds have an investment to detect connections between such companies and the Debtors or parties in interest.

11. The Advisor and certain of its members and employees may have in the past represented, may currently represent, and likely will represent, in matters wholly unrelated to the Debtors' chapter 11 cases, entities that are parties-in-interest in connection in the Debtors' chapter 11 cases.

12. Robert J. Gentile, Vice President in the Compliance Group (the "Compliance Manager") of the Advisor, is responsible for, among other things, the day-to-day-operation of the compliance function at the Advisor. As part of that job, he maintains, for purposes of monitoring and avoiding conflicts of interest, a list (the "Restricted List") of companies with which the Advisor or one of its investment vehicles is doing business, either as an advisor, an investor, or with respect to which the Advisor is in possession of material nonpublic information or has entered into a confidentiality agreement. The Compliance Manager of the Advisor and his staff have received a list of parties in interest provided by the Debtors (the "Parties-In-Interest") attached as Schedule A to the affidavit of Robert J. Gentile (the "Gentile Affidavit"), which is attached as Exhibit E to the Application, and have compared this to the Advisor's Restricted List to determine the existence of any possible conflicts (the "Conflict Check"). The results of this Conflict Check are disclosed in the Gentile Affidavit.

13. The Advisor does not believe that any of its involvement with any of the parties included in the Parties-In-Interest List will adversely affect the Debtors in any way. The Advisor has not represented, does not represent, and will not represent any entity's interest in the Debtors' chapter 11 cases nor have any relationship with any such entity which would be adverse to the Debtors. The Advisor does not believe that any potential relationship it may have with any

of the Parties-In-Interest would interfere with or impair the Advisor's representation of the Debtors in their chapter 11 cases.

14. The Advisor will periodically review its files during the pendency of its engagement by the Debtors to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, the Advisor will use reasonable efforts to identify such further developments and will promptly supplement its disclosure.

15. Other than as disclosed herein, the Advisor has no relationship with the Debtors of which I am aware after due inquiry.

16. Based on the foregoing, I believe the Advisor is disinterested as defined in section 101(14) of the Bankruptcy Code and does not hold or represent an interest adverse to the Debtors or their estates. If the Court approves the proposed engagement of the Advisor by the Debtors, the Advisor will not accept any engagement or perform any service for any entity or person other than the Debtors in connection with these chapter 11 cases.

C. Professional Services to Be Rendered and the Advisor's Compensation

17. The Advisor has provided and agrees to continue to provide assistance to the Debtors in accordance with the terms and conditions as set forth in the Application, as well as the Engagement Letter, which is annexed to the Application as Exhibit A, as such is amended pursuant to the Proposed Order.

18. All of the services that the Advisor will provide to the Debtors will be (i) at the request of the Debtors and (ii) performed in accordance with customary market practices of the investment banking and financial advisory profession.

19. It is the intention of the Advisor to seek compensation for its services as described in the Application and Engagement Letter in accordance with the Bankruptcy Code, the Bankruptcy Rules and any and all rules of this Court. Further, as described in the Application, the Advisor will make an application to this Court for final allowance of compensation with respect to the Valuation Fee and Expenses and, to the extent necessary, interim and final allowance of any Additional Fees, in accordance with sections 327 and 328 of the Bankruptcy Code, the U.S. Trustee Guidelines for Reviewing Applications for Compensation & Reimbursement of Expenses Filed under 11 U.S.C. § 330 and any orders of this Court governing such matters.

20. The Advisor charges its clients for reasonable expenses associated with an assignment. Except as necessary to comply with an applicable order, all such expense billings are in accordance with the Advisor's customary practices.

21. Based on its experience and independent analysis, the Advisor believes that the Fee and Expense Structure described in the Engagement Letter and summarized in the Application is fair and reasonable. The Advisor believes that the Fee and Expense Structure appropriately reflects the nature and scope of the services to be provided by the Advisor, the Advisor's substantial experience with respect to financial advisory services, and the fee structures typically utilized by the Advisor and other leading financial advisors which do not bill their clients on an hourly basis.

22. To the best of my knowledge, (a) no commitments have been made or received by the Advisor with respect to compensation or payment by the Debtors' estates in connection with these cases other than in accordance with the provisions of the Bankruptcy

Code, and (b) the Advisor has no agreement with any other entity to share with such entity any compensation received by the Advisor in connection with these chapter 11 cases.

Executed on April 10, 2010

BLACKSTONE ADVISORY PARTNERS
L.P.



Steven Zelin
Senior Managing Director



SOOAH PARK
NOTARY PUBLIC, State of New York
No. 01PA6042031
Certificate Filed in New York County
Commission Expires May 15, 2010

Exhibit E

Affidavit of Robert J. Gentile

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re:	:	Chapter 11
	:	
WASHINGTON MUTUAL, INC., <u>et al.</u> , ⁽¹⁾	:	Case No. 10-08-12229 (MFW)
	:	
Debtors.	:	(Joint Administration Requested)
	:	

**AFFIDAVIT OF ROBERT J. GENTILE PURSUANT TO BANKRUPTCY
RULE 2014(a) AND LOCAL RULE 2014-1 IN SUPPORT OF APPLICATION
OF THE DEBTORS PURSUANT TO SECTIONS 327(a) AND 328(a) OF
THE BANKRUPTCY CODE AND BANKRUPTCY RULE 2014(a) FOR
ORDER AUTHORIZING THE RETENTION OF BLACKSTONE ADVISORY
PARTNERS L.P. AS FINANCIAL ADVISOR *NUNC PRO TUNC* TO APRIL 9,
2010**

STATE OF New York)
) ss:
COUNTY OF New York)

I, ROBERT J. GENTILE, hereby declare under penalty of perjury under the laws of the United States of America that to the best of my knowledge and belief, and after reasonable inquiry, the following is true and correct:

1) I am a Vice President in the Compliance Department of Blackstone Advisory Partners L.P. (the "Advisor") and I am one of the professionals responsible for, among other things, the day-to-day operation of the compliance function at the Advisor and its affiliate, The Blackstone Group L.P. ("Blackstone"). As part of my job, I am one

⁽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.

of the professionals involved in maintaining, for purposes of monitoring and avoiding conflicts of interest, a list of companies with which the Advisor, Blackstone or one of its affiliates is doing business, either as an advisor or an investor, or with respect to which the Advisor, Blackstone or one of its affiliates is in possession of material, nonpublic information or has entered into a confidentiality agreement.

2) On April 8, 2010, my colleagues and I received a list of Parties-In-Interest (“PII”), which is attached hereto as Schedule A.

3) Blackstone is a multi-faceted, international financial advisory and asset management firm with numerous legally distinct and separate affiliates. (Blackstone and its affiliates other than the Advisor are referred to herein as the “Advisor Affiliates”). In that regard, the Advisor is operated as a distinct entity, separated from Blackstone and the Advisor Affiliates by strict information walls.

4) Since the Advisor is the only entity being retained by the Debtors, and the Advisor has no access to the records and is not involved with the businesses of the Advisor Affiliates, we have researched only our records relating to the Advisor to determine connections with the PII.

5) The Blackstone Compliance Department has undertaken a review of the PII to determine possible conflicts relating to the Debtors and, subject to the foregoing limitations and the following disclosures, no material conflicts have been found:

(a) Advisor Affiliates serve as general partners for and manage a number of private investment funds (the “Blackstone Funds”), of which the investors are primarily hundreds of unrelated third parties. From time to time, there may be PII that are investors in the Blackstone Funds. Furthermore, from time to time, a Blackstone Fund may hold, directly or through a pooled investment vehicle, an interest in a security or other instrument issued by or related to a PII. Blackstone maintains strict information walls so that Advisor personnel are not aware of the names of any of the investors in the Blackstone Funds and are not aware of any of the investments made by the Blackstone Funds.

(b) Some of the financial institutions that are PII and certain other PII may have co-invested with Blackstone Funds or may have extended credit or provided investment banking services to Blackstone, the Advisor Affiliates, the Blackstone Funds or companies owned by the Blackstone Funds. Such PII may engage in one or more of the foregoing activities in the future. The Advisor and its personnel have no control of, involvement with or knowledge of any of these activities.

(c) From time to time, Advisor Affiliates may enter into confidentiality agreements with PII. The Advisor and its personnel have no control of, involvement with or knowledge of these agreements.

(d) The Advisor is currently engaged to provide advisory services to nine PII. None of these engagements relate in any way to the Debtors or these Chapter 11 proceedings, and the Advisor does not believe that any of these engagements will adversely affect the Debtors. In certain cases, the existence of these engagements is subject to confidentiality obligations in agreements to which the Advisor is a party. The Advisor also believes it may adversely affect the interests of its clients if the Advisor were to publicly disclose their names at this time. To the extent disclosure nevertheless is mandated, the Advisor respectfully requests that it be allowed to make such disclosure under seal.

6) The Advisor and Advisor Affiliates currently hold no direct or indirect interest in any debt or equity securities of the Debtors.

7) The Advisor has performed reasonable due diligence for possible conflicts with PII in the Debtors' Chapter 11 cases. The following is a list of the categories that the Advisor has searched with respect to the PII:

- (A) Debtors;
- (B) Non-Debtor, Non-Banking Subsidiaries;
- (C) Non-Debtor, Banking Subsidiaries;
- (D) Current and Former Directors/Managers (Up to Three Years);
- (E) Officers;
- (F) Affiliations of Certain Directors;
- (G) Affiliations of Certain Officers;
- (H) Significant Stockholders/Investors;
- (I) Secured Creditors;
- (J) Top 30 Unsecured Creditors;
- (K) Professionals;
- (L) Governmental Authorities;
- (M) Non-Governmental Authorities;
- (N) Party to Purchase and Assumption Agreement;

- (O) Vendors, Contract Counterparties, and other Parties in Interest;
- (P) Parties That Filed a Notice of Appearance;
- (Q) Insurance Companies;
- (R) Taxing Authorities;
- (S) Litigation Parties;
- (T) Members of the Unsecured Creditors' Committee;
- (U) Holders of WMI Securities;
- (V) Parties that Filed Notices of Appearance and Pleadings;
- (W) Counsel to The Bank of New York Mellon Trust Company, N.A., as Indenture;
- (X) Counsel to Law Debenture Trust Company of New York, as Indenture Trustee;
- (Y) Equity Committee and Counsel;
- (Z) Bank Bondholders;
- (AA) WMB Noteholders Group;
- (BB) Settlement Agreement Parties;
- (CC) List of JPMC Claims in Settlement Agreement; and
- (DD) Bondholder Claims Listed in Settlement Agreement.

8) The list of PII was provided by the Debtors and may have changed without our knowledge and may change during the term of the Debtors' Chapter 11 cases. The Advisor will update this Affidavit should it be learned that a relationship should be disclosed and a supplemental Affidavit with such disclosure shall be filed.

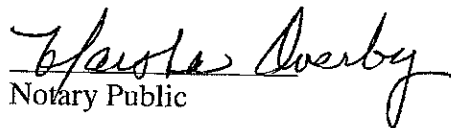
9) Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and that this Affidavit was executed on April 20, 2010.

BLACKSTONE ADVISORY PARTNERS
L.P.

By: 

Robert J. Gentile
Vice President

Sworn to and subscribed before me, a notary public for the State of New York, County of New York, this 20th day of April 2010.


Notary Public

Notary Public, State of New York
Notary No.
Registered in New York County

Commission Expires

MARSHA OVERBY
Notary Public, State of New York
No. 01OV6043988
Qualified in New York County
Commission Expires June 26, 2012

SCHEDULE A
Parties-in-Interest List

Washington Mutual, Inc.
Master Retention Checklist

Debtors

Washington Mutual, Inc.
WMI Investment 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
Charles M. Lillis
Orin C. Smith
Thomas C. Leppert
Regina T. Montoya
Stephen I. Chazen
Larry Kellner

Officers (Current and Former – 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. Krahling
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

Affiliations of Certain Directors

a. Affiliations for Stephen E. Frank

Edison International (formerly Southern California Edison)
Southern California Edison (SCE.)
Florida Power and Light Company, the principal subsidiary of the FPL Group
TRW Inc.
GTE Corporation
Director of Puget Energy Inc.
Puget Sound Energy Inc.
Northrop Grumman Corp.
LNR Property Corp.
Associated Electric & Gas Insurance Services Limited (AEGIS)
Washington Mutual Bank, FA.
Los Angeles Philharmonic Association and Town Hall Los Angeles.
Great Western Financial Corp.
Florida Power and Light Company
served on the Boards of Directors of SCE and FPL Group.
Member of the board of Trustees of Claremont McKenna College
Trustee of Autry Museum of Western Heritage.
Director of Intermec, Inc. (Formerly UNOVA Inc.) from 1997 to May 16, 2007.

b. Affiliations of Alan H. Fishman

Independence Community Bank Corp.

ContiFinancial Corp.
Columbia Financial Partners LP
Chemical Bank
Chemical Bank's Worldwide Investment Banking Operations
American International Group's Financial Services Division.
Neuberger and Berman
AIG Financial Services Group
Adler and Shaykin
KeySpan Corporation
Independence Community Bank Corp.
Independence Community Bank
New York City Investment Fund Manager, Inc.
Meridian Capital Group, LLC.
Affinity Technology Group Inc.
Keyspan Energy Corp.
ContiFinancial Corporation
Brooklyn Academy of Music,
the Brooklyn Navy Yard,
Brooklyn Chamber of Commerce.
He is a Member of the Executive Committee at the Brown University Annual Fund.

c. Affiliations of Thomas C. Leppert

Turner Corporation
Turner Construction Company.
Castle & Cooke Hawaii
Castle & Cooke Properties Inc.
Castle & Cooke
Trammell Crow Company
White House Fellow in 1984,
Board of Turner Construction Company.
Bank of Hawaii and Pacific Century Financial Corporation from 1996 to 1997.
He serves as a Trustee of the Estate of James Campbell.
Board of Directors of U.S. Chamber of Commerce, as a Member of the Chief Executive Officer
Advisory Council of the US Green Building Council (USGBC),
the Board of Trustees for Claremont McKenna College.
The Turner Corporation from 1998 to December 31, 2006.
Leighton Holdings Ltd.
Director of Aecon Group Inc.
Greater Dallas Chamber of Commerce.
Member of International Committee of Hochtief AG.

d. Affiliations of Regina T. Montoya

Chief Executive Officer of New America Alliance (NAA)
visiting Professor of the University of Texas at Dallas.
She founded Workrules
Southwest Regional Director of AARP
Assistant to the President and Director in the White House of the Office of Intergovernmental
Affairs.
Vice President of the Harvard Alumni Association.

serves as a Member of the Board of Trustees of Wellesley College.
She served as an Elected Director of the Board of the Harvard Alumni Association.
She is the Volunteer of National President of Girls Inc. (formerly, Girls Clubs of America).

e. Affiliations of Orin Smith

Chief Executive Officer and President of Starbucks Corp. from June 2000 to March 31, 2005.
Executive Vice President and Chief Financial and Administrative Officer of Danzas USA, a subsidiary of Europe's largest transportation company.
Deloitte & Touche.

He served as Chief Policy and Finance Officer in the administration of two Washington State Governors.

He has been Director of Walt Disney Co. since January 1, 2006,
Washington Mutual Inc. since July 20, 2005.

Nike Inc. since September 20, 2004.

Director of Starbucks Coffee International and Molbak's Inc.

Director of Starbucks Corp. since January 1996.

f. Affiliations of James H. Stever.

Director of Washington Mutual Bank FA.

g. Affiliations of David Bonderman

Founding Partner at TPG.

serves as the Co-Founder, Principal, and Co-Chairman at TPG Newbridge Capital.

Officer at 1996 Air G.P., Inc.

Chief Operating Officer at Keystone, Inc. since 1983.

Director of XOJET, Inc.

General Partner Advisory Board roles for Air Partners III; Aqua International; Newbridge Asia Partners; Newbridge Latin America; and TPG Ventures.

He has been the Chairman of the Board of Ryanair Holdings PLC and Ryanair Limited since December 1996 and their Director since August 23, 1996.

Vice Chairman of the Board of Gemplus International S.A. since December 19, 2001

Director of CoStar Group Inc.

Director of Ducati Motor Holding S.P.A.

Director of Gemplus International SA

Director of Agenesys Inc.;

J. Crew Group Inc.;

Virgin Cinemas Ltd.;

Urogenesys Inc.;

New SAC;

Oxford Health Plans Inc.;

Washington Mutual Inc.;

Co-Star Group Inc.;

Co-Star Realty Information Inc.;

IASIS Healthcare;

Portland General Electric Co.;

Air G.P. Inc.;

Korea First Bank Ltd.

Director of Beringer Wine Estates Holdings Inc.

Boards of Wilderness Society; the Grand Canyon Trust; and the American Himalayan Foundation.
Board of Directors of the University of Washington Foundation as well as the Harvard Law School Dean's Advisory Board.
Director of Seagate Technology Holdings
Director of IASIS Healthcare Corporation until April 2007;
Qantas Airways Ltd.;
National Education Corp. since 1993;
Seagate Software (Cayman) Holdings Corporation;
Bell & Howell Holding Co. since February 1993;
Magellan Health Services Inc. since December 1999;

h. Affiliations of Stephen I. Chazen

Officer of Occidental Petroleum Corp.
Senior Executive Vice President of Occidental Petroleum Corp.,
Director of Lyondell Chemical Co. since August 22, 2002.
Director of Sabine River Holding Corp., the General partner of Port Arthur Coker Co LP.
Director of Premcor Inc. since its formation in April 1999.
Governance Committees of Equistar Chemicals, LP and OxyVinyls L.P.

i. Affiliations of Larry Kellner

Board and Chief Executive Officer of Continental Airlines Inc.,
Executive Vice President and Chief Financial Officer of CALFINCO Inc., a parent of Calair L.L.C. and a wholly owned subsidiary of Continental Airlines Inc., since March 1998.
Continental Airlines Inc.
Director of Continental Airlines Inc. since 2001.
Director of Calfinco Inc. since July 1998.
Director of Marriott International Inc. of Marriott Hotel Services, Inc. since 2002.
Director of Belden & Blake Corp. since 1997.
Director of Orbitz Inc. since September 2000
Director of ExpressJet Holdings Inc. since July 1995.
Director of the YMCA of Greater Houston
Director on the executive advisory board for the Houston Minority Business Council.
Director of the Spring Branch Education Foundation, Boy Scouts of America, Greater Houston Partnership and the Air Transport Association.

j. Charles M. Lillis Ph.D.

Co-Founder and Managing Partner at LoneTree Capital Partners since 2000.
Managing Partner at Castle Pines Capital.
Director and Chairman of Audit Committee for Charter Communications Inc.,
Chairman and Chief Executive Officer at MediaOne Group, Inc.
Director of Supervalu Inc. since 1995.
Director of Williams Companies Inc., since 2000
Director of Medcohealth Solutions Inc. since January 2005.
Director of Agilera, Inc.
Director of MediaOne Group Inc., since 1998.
Director of SomaLogic Inc., since October 2003
Director of On Command Corporation since February 2000.

Director of Ascent Entertainment Group Inc.
Dean of the University of Colorado's College of Business and as a Professor at Washington State University.
Chairman of the University of Washington Business Advisory Board,
Member of the University of Washington Foundation Board,

k. Phillip D. Matthews

General Partner at Hayden Capital Investments LLC.
Chief Executive Officer of Sutter Securities Inc. since 1998.
Wolverine World Wide, Inc.
Worldwide Restaurant Concepts, Inc.
owner and Chief Executive Officer of Bell Helmets, Inc. a
Serves as an Advisory Partnership Executive at Pasadena Capital Partners LLC.
Director of Dayrunner Inc. since 2001.
Director of Washington Mutual Inc.
Director of Wolverine World Wide Inc. since 1981
Serves on the Boards of Panda Restaurant Group, Trojan Battery, Micro Source, Bell Auto/Bay Travel Gear, Russell Racing, Bell Sports Inc., and SIZZLER International Inc. Trustee of Massachusetts Institute of Technology since 1988.
Director of H. F. Ahmanson & Company since 1995.

l. Affiliations of Margaret Osmer Mcquade

Qualitas International, since 1993.
Director of Riverside Capital International LLC.
Trustee Emeritus of Cornell University.
Director of Dime Bancorp Inc. since 1994 and Anchor Bancorp and/or the Board of Directors of Anchor Savings Bank FSB & Dime Savings since 1980.

m. Affiliations of Michael Murphy

Investment Advisor of WM Group of Funds, subsidiary of Washington Mutual Inc.
Chairman and Chief Executive Officer of CPM Development Corporation, the parent company of Central Pre-Mix Concrete Company and Inland Asphalt Company.
Trustee of the registered investment companies that comprise the WM Group of Funds.
WM Trust I - Equity Income Fund and Principal Investors Fund Inc. - Equity Income Fund I.
Trustee of Small Cap Growth Fund and International Growth Fund.

n. Affiliations of William G. Reed Jr.

Director of Paccar Inc., since 1998,
Director of Simpson Resource Company since July 2002.
Director of its subsidiary Washington Mutual Bank, FA.
Director of Green Diamond Resource Company and The Seattle Times Company.
Director of SAFECO Corp., since 1974.

Affiliation of Certain Officers

a. Affiliations of Stephen Rotella

Chase Home Finance, LLC

JP Morgan Chase

Chase Manhattan Mortgage Company

He serves as president of the Consumer Mortgage Coalition.

He served as Chair and Director of a large regional arts company in Columbus, Ohio called BalletMet.

He serves as Chair of Chase's Housing Advisory Council,

Member of the Board of Directors of the Mortgage Bankers Association.

He serves as Member of Consumer Mortgage Coalition.

Chase Home Finance, LLC,

Chase Manhattan Mortgage Corporation,

JPMorgan Chase & Co (NYSE:JPM) (Prior)

b. Affiliations of Thomas W. Casey

General Electric Company

GE Financial Assurance (now part of GE Insurance)

He joined Citicorp in 1990 before moved to GE Capital Corp.

c. Affiliations of Alfred R. Brooks

Union Bank of California

Wells Fargo, Bank of America

California Federal Mortgage

Sanwa Bank California

d. Affiliations of David C. Schneider

St. Louis-based CitiMortgage Inc

Old Kent Financial Corporation.

Stratmor Group

e. Affiliations of Anthony F. (Tony) Vuoto

Providian Financial.

WaMu Card Services.

Washington Mutual Card Services (formerly, Providian Financial Corp.)

Served as Chief Financial Officer of Citigroup's Europe/North America Card Group, Financial Institutions and Transaction Services Group and Citicorp's U.S. Bankcard Division.

He served as Vice Chairman of Washington Mutual Card Services since April 2002.

Washington Mutual Card Services

First USA, Inc. (Prior)

f. Affiliations of Nandita Bakhshi

Managing Director of First Data Mobile Solutions since January 2005.

VP of Consumer Deposits and Payments at FleetBoston Financial Corp.

g. Affiliations of Melissa J. Ballenger

Freddie Mac, served as Vice President of Valuation Accounting, Policy and Analysis.

h. Affiliations of John C. Berens

AirNet Communications Corporation since July 2000.

i. Affiliations of Daryl D. David

MagneTek, Inc.

AlliedSignal, Inc.,

General Mills, Inc. and

Weyerhaeuser Co.

He is a member of the board of the Center for Effective Organizations and Communities in Schools of the State of Washington

j. Affiliations of Jim Gorzalski

Nacco Materials Handling Group, Inc

k. Affiliations of Fernando Hernandez

Microsoft Corporation

AT&T

l. Affiliations of Debora M. Horvath

GE Financial Assurance.

General Electric Company

Great Northern Annuity (GNA)

Genworth Financial Inc.

GE Insurance

Member of The Board of The Greater Richmond Technology Council

Serves as Member of Women in Technology International.

Genworth Financial Inc. (NYSE:GNW) (Prior)

m. Affiliations of Michelle McCarthy

Deutsche Bank Group.

Deutsche Bank Securities, Inc.

Bankers Trust.

n. Affiliations of John P. McMurray

Senior Managing Director of Countrywide Financial Corp.,

Chief Risk Officer of Countrywide Financial Corp.

Freddie Mac

BancPLUS Mortgage Corporation

Crestar Bank,

Crestar Mortgage Corporation.

o. Anthony T. Meola

Executive Officer of Morgan Stanley
Home 1-2-3 Corp.,
Morgan Stanley (NYSE:MS),
CitiMortgage, Inc. (Prior),
Mortgage Bankers Association (Prior),
New Century Financial Corp. (Prior),
PNC Mortgage Bank, NA (Prior)

p. Affiliations of Greg Sayegh

Silver Circle member of the United Way
serves on the Board of Directors for the Orange County Child Abuse Prevention Center

q. Affiliations of Michael S. Solender

The Bear Stearns Companies Inc
Bear, Stearns & Co. Inc., a subsidiary of The Bear Stearns Companies Inc.
Arnold & Porter
General Counsel for U.S. Consumer Product Safety Commission
the Board of Directors of the Lawyer's Alliance for New York
as Secretary of the New York American Inn of Court;
Lincoln Center for the Performing Arts' Counsel's Council.

r. Affiliations of Bill Steinmetz

Chase Home Finance,

s. Affiliations of Frank Vella, Jr

JP Morgan Chase

t. Affiliations of Robert J. Williams

Music Products of RealNetworks
RealNetworks
Openwave Systems Inc., a
HemoCleanse, Inc.,
Interpore Spine Ltd.,
Ash Access Technology, Inc. (Prior)

u. Affiliations of John F. Woods

Arthur Andersen
Freddie Mac

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
PEOPLESUPPORT INC
TATA AMERICAN INTERNATIONAL
AT&T
EMC
SECURITAS SECURITY SERVICES USA
COVANSYS
FIDELITY NATIONAL INFORMA
ACXIOM CORP
TAJIMA CREATIVE
WIPRO
ORACLE CORPORATION

Professionals

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

Governmental Authorities

Office of Thrift Supervision
Federal Deposit Insurance Corporation
Securities and Exchange Commission
Board of Governors of Federal Reserve

Non-Governmental Authorities

Financial Industry Regulatory Authority
New York Stock Exchange

Party to Purchase and Assumption Agreement

JP Morgan Chase Bank, N.A.

Vendors, Contract Counterparties, and Other Parties in Interest

1-800-Gift Certificate LLC
ACCENTURE LLP
ACCURATE BACKGROUND INC
ACI FKA INTRANET, INC.
ACOTT COLORADO INC.
ACS COMMERCIAL SOLUTIONS INC
ACXIOM CORPORATION - ACXIOM
ADOBE SYSTEMS INC.
ADT SECURITY SERVICES 310
AFFILIATED COMPUTER SERVICES, INC.
Aguero Photo Inc
Alston & Bird LLP
AMCOR SUNCLIPSE NORTH AMERICA
American Express
AMERICORP, INC. DBA ALTAIR GLOBAL RELOCATION
Ampco System Parking
AON RISK SERVICES, INC.
APPINTELLIGENCE, INC. NKA INTERTHINX
APPRAISAL.COM
Aptara Inc.
APTARE, INC.
AR Deposit Entry
ARCHER TECHNOLOGIES LLC

ARENSON OFFICE FURNISHINGS, A MEMBER OF THE KNOLL SMART DEALER
CONSORTIUM
ARIBA, INC.
AT&T WIRELESS
AUTHORIA, INC.
AVANADE INC.
AVAYA INC
AWS, A SUBSIDIARY OF AT & T WIRELESS
BANK OF NEW YORK, TRUSTEE
BEA SYSTEMS, INC.
BEACH CONCERTS, INC.
BEARINGPOINT, INC.
BEELING ACQUISITION CORP
BELLSOUTH TELECOMMUNICATIONS, INC., A SUBSIDIARY OF BELLSOUTH CORP
BIDDLE CONSULTING GROUP INC
Bill Small
BINDVIEW CORPORATION
BLANK RECORD
BLOOMBERG L.P.
BMC SOFTWARE DISTRIBUTION, INC.
BMC SOFTWARE, INC.
BOOKS 24X7, INC.
Bostoncoach
British Motor Coach
Broadridge Investor Comm SVCS
Browne
BUSINESS OBJECTS AMERICAS
Business Wire Inc
CA Inc
Cairncross & Hempelmann, P.S.
CALLIDUS SOFTWARE, INC.
CAN INSURANCE GROUP
CARREKER CORP
CAVE CANEM CONSULTING, INC.
CB RICHARD ELLIS SERVICES, INC.
CCH INCORPORATED
CENTERPRISE SERVICES, INC.
CENVEO CORPORATION
CGI - AMS INC.
Charles D Miller
Charles M Lillis
CHARTERED MARKETING SERVICES, INC. AND INTERSECTIONS, INC.
CHECKFREE CORPORATION
CHECKFREE FINANCIAL & COMPLIANCE SOLUTIONS
CHECKFREE SERVICES CORP.
CHINA BASIN BALLPARK COMPANY LLC
CIBAR INCORPORATED
CINGULAR INTERACTIVE
CINGULAR WIRELESS LLC
CIRRO ENERGY SERVICES, INC.
CISCO SYSTEMS CAPITAL CORPORATION

CITRIX SYSTEMS, INC.
COGNIZANT
COGNIZANT TECHNOLOGY SOLUTIONS
COLDSPARK, LLC
COMMERCIAL OFFICE INTERIORS, INC.
Compass Group Inc DBA
COMPUCOM SYSTEMS INC
COMPUCOM SYSTEMS, INC.
COMPUTER ASSOCIATES INC.
COMPUTER NETWORK TECHNOLOGY
COMPUTER SCIENCES CORPORATION
CONCUR TECHNOLOGIES, INC
CONSTRUCTWARE
CORILLIAN CORPORATION
CORPORATE CONCEPTS, A MEMBER OF THE KNOLL SMART DEALER CONSORTIUM
CORPORATE ENVIRONMENTS OF GEORGIA, A MEMBER OF THE KNOLL SMART
DEALER CONSORTIUM
CORPORATE EXECUTIVE BOARD
Corporation Service Company
COVANSYS
COVANSYS CORPORATION
CREDITSIGHTS, INC.
CSC FINANCIAL SERVICES
CVM SOLUTIONS LLC
CVM SOLUTIONS, INC.
CYOTA, AN RSA SECURITY COMPANY
DATA ANALYSIS INTERNATIONAL, LLC
DAUGHETRY SYSTEMS
David Bonderman
Davis Wright Tremaine LLP
DELAWARE ATTORNEY GENERAL'S OFFICE
DELL COMPUTERS
DELL MARKETING, LP, AN INDIRECTLY WHOLLY OWNED SUBSIDIARY OF DELL,
INC.
DELL, INC.
DELOITTE & TOUCHE
DELTA EXECUTIVE LEARNING CENTER (ELF), A UNIT OF DELTA ORGANIZATION &
LEADERSHIP F/K/A DELTA MERCER
DIALOGIC COMMUNICATIONS CORPORATION
DIGITAL HARBOR NKA NORKOM TECHNOLOGIES
DORADO CORPORATION
DORADO NETWORK SYSTEMS CORPORATION
Douglas Paul Beighle
DUFF & PHELPS
Duff & Phelps LLC
DUN & BRADSTREET, INC.
DYNAMIC CARD SOLUTIONS LLC
E TAJIMA CREATIVE INC
EAGLE ENERGY PARTNERS I, LP
Eco Securities Consulting Ltd.
ED BECK & ASSOCIATES, INC.

Edwards Angell Palmer & Dodge LLP
EFUNDS CORP AND WILDCARD SYSTEMS, INC, DBA EFUNDS PREPAID SOLUTIONS
eLitigation Solutions Inc
ELOYALTY CORPORATION
EMC
EN POINTE TECHNOLOGIES
EN POINTE TECHNOLOGIES INC DBA EN POINTE TECHNOLOGIES SALES, INC.
ENSIGNS PATTISON SIGN GROUP
EPROPERTY TAX INC
EQUIFAX CONSUMER SERVICES
EQUIFAX CREDIT INFO SVCS INC
EQUIFAX CREDIT INFORMATION SERVICES INC. - EQUIFAX
EQUIFAX INFORMATION SERVICES LLC
EXACTBID, INC.
EXECUTIVE JET AVIATION, INC.
EXECUTIVE JET SALES, INC.
EXPEDIA CORPORATE TRAVEL, LLC, A SUBSIDIARY OF EXPEDIA/INC
EXPERIAN
EXPERIAN INFORMATION SOLUTIONS, INC., AND EXPERIAN MARKETING
SOLUTIONS, INC.
F5 NETWORKS, INC.
FAIR ISAAC CORPORATION
FATHOM COMMUNICATIONS, LLC
Fidelity National Information Services.
FILE PACK & TRANSPORT INC
FILENET CORPORATION
FINANCIAL PROFORMAS, INC.
FIRST ADVANTAGE CREDCO, LLC
FIRST DATA PAYMENT SERVICES LLC
FIRST DATA RESOURCES LLC
FLORIDA ATTORNEY GENERAL'S OFFICE
FLORIDA DEPT. OF REVENUE GENERAL TAX ADMIN.
FOCUSFRAME, INC.
Foley & Lardner LLP
FORESEE RESULTS INC.
FORRESTER RESEARCH, INC.
FORSEE RESULTS INC
FORTENT AMERICAS INC.
Foster Pepper PLLC
FRAMEWORK INC
FUJITSU SOFTWARE TECHNOLOGY CORPORATION
GEORGESON SHAREHOLDER COMMUNICATIONS INC.
GEORGIA ATTORNEY GENERAL'S OFFICE
GHR SYSTEMS
Gibson Dunn & Crutcher LLP
Global Compliance Services
GOLDENGATE SOFTWARE, INC.
GRANT THORNTON LLP
Gray Line Of Seattle
GROUP 1 SOFTWARE, INC., A WHOLLY OWNED SUBSIDIARY OF PITNEY BOWES,
INC.

GROUP HEALTH COOPERATIVE
HANDS ON NETWORK, INC.
HAVER ANALYTICS, INC.
Heller Ehrman LLP
Hudson Global Resources Management Inc.
HYPERION SOFTWARE OPERATIONS INC.
I/O CONCEPTS, INCORPORATED
IBM CORP
IBM CREDIT LLC
ICT GROUP INC
IKON Office Solutions
IMAKE CONSULTING, INC.
INCENTIVE INNOVATIONS, A DIVISION OF AMCOR SUNCLIPSE NORTH AMERICA
INFOR GLOBAL SOLUTIONS
INFORMATICA CORPORATION
INSIGHT DIRECT USA INC
INTEGRATED PAYMENT SYSTEMS INC, NKA FIRST DATA PAYMENT SERVICES LLC
INTERACT COMMERCE CORPORATION NKA BEST SOFTWARE
INTERNATIONAL BUSINESS MACHINES CORPORATION
INTERNATIONAL NETWORK SERVICES INC.
INTERNATIONAL SOS
INTERSECTIONS INC
INTERVOICE BRITE INC
INTRANET, INC. (FKA ACI WORLDWIDE)
INTREPID LEARNING SOLUTIONS, INC.
IPC INFORMATION SYSTEMS, INC.
Ipreo Holdings LLC
Ivize of San Francisco Valley, LLC
IXI CORPORATION
James H Stever
James Montgomery
JEFFERSON WELLS INTERNATIONAL, INC.
JK GROUP, INC.
John V Giovenco
Jones Day
JON-JAY ASSOCIATES, INC.
Judith Chambers
JWT SPECIALIZED COMMUNICATIONS
K/P CORPORATION
KANA COMMUNICATIONS, INC.
KATHLEEN HUMPHREY
KBM WORKSPACE
KPMG LLP
LANIER WORLDWIDE, INC DBA RICOH CORP
LAWSON SOFTWARE, INC.
Levine, Blaszak, Block & Boothby LLP
Lewis, Brisbois, Bisgaard & Smith LLP
Littler Mendelson PC
LIVEPERSON INC.
LOANPERFORMANCE, A SUBSIDIARY OF FIRST AMERICAN REAL ESTATE
SOLUTIONS

Loretta Rust
Lynn Ryder
MacKenzie Partners Inc.
Marc McCall
Margaret Osmer-Mcquade
Margaret Rodgers
MARKETWATCH.COM, INC.
MARSH USA INC.
MASTERCARD INTERNATIONAL INCORPORATED - MASTERCARD
Mayer, Brown, Rowe & Maw LLP
MCCRACKEN FINANCIAL SOFTWARE, INC.
McDermott, Will & Emery
McKee Nelson LLP
Mckinsey & Company Inc U.S.
Medina & Thompson
Mellon Investor Services LLC
Mercer Delta Consulting LLC
MERCER DELTA EXECUTIVE LEARNING CENTER, A DIVISION OF MERCER DELTA
CONSULTING LLC
MERCER OLIVER WYMAN, A DIVISION OF MERCER MANAGEMENT CONSULTING,
INC., NKA OLIVER WYMAN
MERCURY INTERACTIVE
MERIDIAN CONSULTING LLC
MERIDIAN TECHNOLOGIES
METAVANTE CORPORATION
Michael K Murphy
MICROMUSE INC.
MICROSOFT
MICROSOFT LICENSING, GP
Miller & Chevalier
MITRATECH HOLDINGS, INC.
MOODY'S KMV CO
MOORE BUSINESS COMMUNICATION SERVICES, A DIVISION OF MOORE NORTH
AMERICA, INC.
Morgan Lewis & Bockius LLP
Morivillo, Abramovitz, Grand, Iason & Silberberg, P.C.
Morris, James, Hichens & Williams LLP
Morrison & Foerster LLP
MORVILLO, ABRAMOWITZ, GRAND, IASON, & SILBERBERG, P.C.
MOSS ADAMS, LLP
NCR CORPORATION
NCR CORPORATION, BY AND THROUGH ITS TERADATA DIVISION
NEC-MISUBISHI ELECTRONICS DISPLAY OF AMERICA, INC.
Netjets Aviation Inc.
NETVERSANT
NETWORK ASSOCIATES
NEUSTAR, INC.
NEW HORIZONS
NEXANS INC.
OBLIX, INC NKA ORACLE
OCE BUSINESS SERVICES INC

On-Site Sourcing Inc
OPENPAGES, INC.
ORACLE CORPORATION
ORACLE USA, INC.; ORACLE CREDIT CORP.
ORCA CREATIVE GROUP, INC.
Orin C Smith
Orrick, Herrington & Suttcliffe LLP
ORTRONICS INCORPORATED
PAR3 COMMUNICATIONS, INC.
PARADIGM DKD TAX GROUP LLC
PATTISON SIGN GROUP
PAULA J HUCHISON
PEOPLESOFT, USA INC.
PEOPLESUPPORT, INC.
Perkins Coie LLP
Phillip D Matthews
POINT & SHIP SOFTWARE INC
Point & Ship Software Inc
POINT B SOLUTIONS GROUP, LLP
PORTIVA CORPORATION
PRICE WATERHOUSE COOPERS
PROTIVITI, INC.
QUADSTONE INC.
QUAERO CORPORATION
QUEST SOFTWARE, INC.
QUESTION MARK CORPORATION
QWEST CORPORATION
RECRUITSOFT, INC. NKA TALEO CORP
Regina Montoya
RESOURCES AUDIT SOLUTIONS, LLC AND ITS AFFILIATE, RESOURCES GLOBAL
PROFESSIONALS
REVAL.COM, INC.
RICOH AMERICAS CORPORATION
ROBERT HALF INTERNATIONAL INC.
Rose Law Firm
RSA SECURITY INCORPORATED
SAFEHARBOR TECHNOLOGY CORP
SAS INSTITUTE INC
SBC GLOBAL SERVICES
SEARCHSPACE CORP. NKA FORTENT
Second and Union, LLC
SECURITAS SECURITY
SECURITAS SECURITY SERVICES USA
SEDGEWICK CLAIMS MANAGEMENT SERVICES, INC.
SERVICE COMMUNICATIONS INC
Shearman & Sterling LLP
Sidley Austin LLP
SIEMENS AKTIENGESELLSCHAFT
SIEMENS BUSINESS SERVICES INC
Simpson Thacher & Bartlett LLP
SITTIG, INC.

Skadden Arps Slate Meagher & Flom LLP
Smith Banking Consultants
SOFTWARE HOUSE INTERNATIONAL
SPECIALTY RISK SERVICES, LLC
SQN PERIPHERALS, INC.
SSI USA Inc.
STATE OF DELAWARE, DIVISION OF REVENUE
Stephen E Frank
Stephen I Chazen
STERLING COMMERCE (AMERICA), INC.
STEVE ROTELLA
SUMMIT SYSTEMS, INC, A SUSIDIARY OF MISYS
SUN MICROSYSTEMS, INC.
SUPPORTSOFT, INC.
SYMANTEC
SYMON COMMUNICATIONS, INC.
SYSTEM SOURCE
SYSTEMWARE INCORPORATED
TAJIMA CREATIVE
TALEO CORPORATION FKA RECRUITSOFT
TALX CORPORATION
TATA AMERICA INTERNATIONAL CORPORATION AND MICROSOFT LICENSING, GP
TEKSYSTEMS, INC.
TELEPRESS INC
TERADATA
TERADATA CORPORATION NKA NCR CORP
THE ABERNATHY MACGREGOR GROUP INC
THE JK GROUP INC DBA
THE MEDSTAT GROUP, INC.
THE RELIZON COMPANY DBA
THE STANDARD REGISTER COMPANY
Thomas C Leppert
THOUGHTWORKS, INC.
TOTAL SYSTEM SERVICES INC
Towers Perrin
TRANS UNION CORP
TRANSFIRST, LLC
TRANSUNION SETTLEMENT SOLUTIONS, INC.
TUBE ART DISPLAYS, INC.
TUSA OFFICE SOLUTIONS
U. S. TRUST COMPANY - SPECIAL FIDUCIARY SERVICES
UNITED HEALTHCARE SERVICES INC
VERITY, INC.
Verizon Business
VISUAL SCIENCES, LLC
VMWARE, INC.
WAGeworks
WASHINGTON ATTORNEY GENERAL'S OFFICE
Washington Mutual Bank
WEBTRENDS CORPORATION
WELLS FARGO BANK, NATIONAL ASSOCIATION ("WFB")

WESTERN OFFICE INTERIORS
William D Schulte
William G Reed Jr
WIPRO
WITNESS SYSTEMS, INC.
WOLTERS KLUWER FINANCIAL SERVICES, INC.
XEROX - XEROX
ZOOT ENTERPRISES INC

Parties That Filed a Notice of Appearance

Parker CAD
Van Zan dt CAD
Kaufman County
Wise County
Wise CAD
Rusk County
Smith County
CITY OF Memphis (TN)
Rockwall County
Rockwall CAD
Dallas County
Tarrant County
Iron Mountain Information Management, Inc.
Burleson ISD
City of Burleson
Johnson County
Arlington ISD
Mansfield ISD
Carroll ISD
Araphoe County Treasurer
Collin County, Texas
JPMorgan Chase & Co.
Office of Thrift Supervision
LaSalle Bank, N.A.
Tata American International Corporation
Tata Consultancy Services Limited
Microsoft Corporation
Microsoft Licensing, GP f/k/a MSLI, GP
Manatee County, Florida
Stephen Rotella
Julie A. Manning
Burnet Consolidated Independent School District
Old Republic Insurance Company
North Carolina Department of Revenue
Bloomberg, LP
E. Gaston Riou
Carrollton Independent School District
Lewisville Independent School District

Insurance Companies

Ace American Insurance Co.
AIG
Alleghany Holdings Group/RSUI Indemnity
American Security Insurance Company
Arch Capital Group
AWAC
Axis Insurance Company
Chubb
CNA Insurance Group
Federal Insurance Company
FM Global
Great American Insurance Co.
Great Lakes - Munich Re
Great Northern Insurance Co. (Chubb)
Hannover Re
Hartford Steam & Boiler
HCC
Houston Casualty Group
Integon
Lexington
Liberty Insurance Underwriters
Liberty Mutual
Lloyds
London Markets
Marion (WaMu Captive)
NACA
Old Republic
PIA/Liberty Insurance Underwriters
RLI Insurance Company
Scottsdale Indemnity
Starnet Insurance Co
Travelers
XL Specialty Insurance Co.
Zurich American Insurance Company

Taxing Authorities

Internal Revenue Service
Washington State Department of Revenue
Georgia Department of Revenue
Florida Department of Revenue

Litigation Parties

A Dash of Salt, L.L.C.
Adele Brody
Alameda County Employees Retirement Association
Alan Henry

Alfred Brooks
American Express Travel Related Services Company, Inc.
Andrew Cuomo
Angelita Punzalan
Attorney General of the State of New York
Barbara Alexander
Barry Solof
Bill Longbrake
Brian Roffe
Brockton Contributory Retirement Fund
Burton Rosenfield
Camille Laplaca-Post
Catholic Medical Mission
Chana Scheller
CHS Inc.
City of Philadelphia Board of Pensions and Retirement
Curt Brouwer
Dana Marra
Darlene Mitchell
Daryl David
David Beck
David C. Schneider
Dean Morris LLP
Debora Horvath
Deborah Bedwell
Dennis Koesterer
Dewone Westerfield
Diane Novak
Donald Molosky
Elizabeth Molosky
Evelyn Weingarten
Felton A. Spears
First American Corp.
Gail Sloan
Good Hill Master Fund, L.P.
Good Hill Partners
Gregory Bushansky
Gregory Sloan
Helaba Invest Kapitalanlagegesellschaft
Helen Yack
James B. Corcoran
James Gibb
Joel Abrams
John Berens
John F. Woods
Joseph Procida
June Robinson
Kenneth Z. Slater
Kerry K. Killinger
KSARRA, L.L.C.
L. Jay Agnes

Larry Patterson
Lee Family Investments
Lee Kalinsky
Leon Rosenblatt
Linda Mckell
Luz Zapien
Lynne Harrison
Marina Ware
Mark Nelson
Marta/ATU Local 732 Employees Retirement System
Martin Yack
Mary Patterson
Massachusetts Pension Reserves Investment Management Board
MasterCard
Matt McDonald
Melissa J. Ballenger
Metzler Asset Management GmbH
Michael Duff
Michele Grau-Iverson
Michelle McCarthy
Mike Amato
New Orleans Employees' Retirement System
New York City Police and Fire Pension Funds
Ontario Teachers Pension Plan
Photos Etc. Corporation
Pia Jorgenson
R.S. Bassman
Randall Wachsmuth
Richard Careaga
Robert Alexander
Robert Bauer
Robert L. Garber
Robert Ross
Robert Williams
Rolland Jurgens
Ronald J. Cathcart
Sidney Scholl
South Ferry LP #2
Stephen J. Rotella
Suzanne Krahlung
Thomas B. Breene
Thomas Green
Thomas W. Casey
Todd Baker
Tom Sneva
Tony Meola
Traditions Ltd.
Vincent Bussey
Visa USA Inc.
Walter E. Ryan
WaMu Asset Acceptance Corp.

WaMu Capital Corp.
WaMu Institutional Investor Group
WaMu Mortgage Securities Corp.
Washington Mutual Bank
Washington Mutual, Inc.

Members of the Unsecured Creditors' Committee

Bank of New York Mellon
Law Debenture Trust Company of New York
Wells Fargo Bank, N.A.
Wilmington Trust Company
Verizon Services Corp.

Holders of WMI securities¹

Holding/ Management Co.

- (1) AAM Insurance Investment Management
- (2) AIG Global Investment Corporation
- (3) AllianceBernstein Advisors
- (4) Allianz Life Insurance Company of North America
- (5) American Beacon Advisors
- (6) American Money Management Corp.
- (7) AMR Investment Management
- (8) Army & Air Force Mutual Aid Association
- (9) Asset Allocation & Management Co.
- (10) Baird Associates
- (11) Bank Hapoalim B.M.
- (12) Bank Of Utica
- (13) Bank One National Securities
- (14) Banker Bank Wisconsin
- (15) Bankers Bank Of The West
- (16) BankPlus
- (17) Banner Life Insurance Company
- (18) Barclays Capital - London
- (19) Barclays Global Investors
- (20) Bay City National Bank
- (21) BlackRock Financial Management
- (22) Bny Gcm Client Acct (M) Rb6
- (23) Boston Investment Grade Cayman Fund
- (24) Brandes Investment Partners & Co.
- (25) Broad Family Tr-The Broad Foundation
- (26) Brotherhood-A3
- (27) California Public Employees R.S.
- (28) Capital Research & Management

¹ List includes CUSIP No.'s 939322AE3, 939322-81-4, 939322AY9, and 939322AN3. This list of WMI debtholders has been provided by counsel to JPMorgan Chase Bank, N.A. (H. Feldstein from S&C).

- (29) Carolina First Bank
- (30) Chancellor Capital Management (USF&G Financial Services)
- (31) Cigna Corp.
- (32) Cincinnati Financial Corp.
- (33) Citigroup (Travelers)
- (34) Citizens Bank Of Rhode Island Trust
- (35) Country Life Insurance Company
- (36) DBL Equities
- (37) Dearborn Partners
- (38) Delaware Lincoln Investment Advisers
- (39) Deutsche Bank
- (40) Dwight Asset Management
- (41) Euro Clear Brussels
- (42) Farm Family Casualty Insurance
- (43) Federal Home Loan Bank Of Dallas
- (44) Fidelity Management & Research Co.
- (45) First American Insurance Co.
- (46) First Financial Bank
- (47) First Trust Indiana
- (48) Florida State Treasury
- (49) Fort Washington Investment Management
- (50) Frank Russell Trust Co.
- (51) Franklin Templeton Investments
- (52) Fulton Financial Advisors, Na
- (53) GE Asset Management
- (54) Global Investment Advisers
- (55) Hanover New Jersey Insurance
- (56) Hartford Investment Management Company (HIMCO)
- (57) Hewlett-Packard's Company
- (58) HVB - Clearing
- (59) ING Investment Management
- (60) Investors Independent Trust Company
- (61) Investors Insurance Corp Lmg
- (62) Israel Discount Bank
- (63) Janus Capital Corporation
- (64) JPMorgan Chase
- (65) JPMorgan Chase - London
- (66) JPMorgan Chase - Luxembourg
- (67) JPMorgan Investment Management
- (68) Keystone Health Plan
- (69) La Capital Cayman Fund
- (70) Lazard Freres Asset Management
- (71) Leader Capital Corp.
- (72) Liberty Bankers Life Insurance
- (73) Liberty Life Insurance Company
- (74) Logan Circle Partners LP
- (75) Loomis, Sayles & Company, L.P.
- (76) Marine Bank Springfield
- (77) Maryland Teachers & State Employees
- (78) McGlenn Capital Management
- (79) Metropolitan Life Insurance Company

- (80) MFC Global Investment Management
- (81) Middleburg Trust Company
- (82) Minnesota State Board Of Investment
- (83) Morgan Stanley Asset Management
- (84) National Bank Of Detroit
- (85) National City Bank - Columbus Ohio -Sub A/C
- (86) National Life Insurance Co.
- (87) National Nominees Ltd.
- (88) Nationwide Life Insurance Company
- (89) NCM Capital Management
- (90) New England Insurance Co.
- (91) New Jersey Division of Investments
- (92) Northern Trust Global Investments
- (93) Ohio National Financial Services
- (94) Pacific Investment Management Company LLC (PIMCO)
- (95) Partner Reinsurance Company Ltd.
- (96) Phoenix Investment Counsel, Inc.
- (97) Pioneer Investment Management
- (98) Police Annuity & Benefit Fund of Chicago
- (99) PPM America Inc.
- (100) Principal Global Investors
- (101) Principal Trust Company
- (102) Protective Administrative Services
- (103) Protective Life Corp.
- (104) Prudential Investments
- (105) Putnam Investment Management
- (106) Reams Asset Management Company
- (107) Respondent Bank
- (108) Russell Investment Group
- (109) Sage Advisory Services
- (110) SCOR Life Insurance Company
- (111) Securities Management & Research Inc.
- (112) Security Life Of Denver Insurance Co.
- (113) Smith Breeden Associates
- (114) Southland Life Insurance Co.
- (115) Standard Insurance Co.
- (116) State Street Global Advisors (SSgA)
- (117) State Street's Wealth Management
- (118) Stone Castle Advisors, LLC
- (119) Susquehanna Bancshres Inc
- (120) T. Rowe Price Associates, Inc.
- (121) Tennessee Farmers Life Insurance Company
- (122) The Bank & Trust Company
- (123) The Frost National Bank Trust Dept
- (124) The Guardian Insurance And Annuity Co. Inc.
- (125) Thrivent Financial
- (126) TIAA-CREF
- (127) Triton Insurance Company
- (128) Tulsa Trust Dept.
- (129) UBS Global Asset Management
- (130) Union Bank & Trust Company

- (131) United American Insurance Company
- (132) United Banker'S Bank Bloomington
- (133) Unity Management Inc.
- (134) Universal Institutional Funds, Inc
- (135) USAA Investment Management Company
- (136) Wellington Management Company, LLP
- (137) Western Asset Management Company
- (138) William Penn Life Insurance Company
- (139) Zazove Associates LLC

Hedge Fund Custodians

- (1) ABN AMRO Incorporated/Equity Finance
- (2) Banc of America Securities LLC
- (3) Banc of America Securities LLC, as Agent for BA Futures, Inc.
- (4) Bank of New York, The//DBAG London Global Markets
- (5) Bear, Stearns Securities Corp.
- (6) BNP Paribas Securities Corp.
- (7) BNP Paribas Securities Corp. /Fixed Income
- (8) BNY/DBTC Americas/Deutsche Bank AG, London
- (9) BNY/HVB Clearing
- (10) Citigroup Global Markets Inc. /Salomon Brothers
- (11) Credit Suisse Securities (USA) LLC
- (12) Deutsche Bank Securities, Inc.
- (13) Goldman Sachs Execution & Clearing, L.P.
- (14) Goldman Sachs International
- (15) Goldman, Sachs & Co.
- (16) J.P. Morgan Securities Inc.
- (17) LBI - Lehman Government Securities Inc. (LBI)
- (18) Lehman Brothers Inc. /Equity Finance
- (19) Lehman Brothers, Inc.
- (20) Merrill Lynch, Pierce, Fenner & Smith Incorporated
- (21) Morgan Stanley & Co. Incorporated
- (22) Morgan Stanley-International Limited
- (23) UBS AG Stamford Branch/As Custodian for UBS AG London Branch
- (24) UBS Securities LLC

Retail Brokerage Houses

- (1) Alliant Securities, Inc. Turner, Nord, Kienbaum
- (2) American Enterprise Investment Services Inc.
- (3) Baird (Robert W.)& Co. Incorporated
- (4) Bbandt Co
- (5) BMO Nesbitt Burns Inc. /CDS
- (6) Chapdelaine Corporate Securities & Co. (NFS LLC)
- (7) Charles Schwab & Co., Inc.
- (8) CIBC World Markets Corp.
- (9) Citigroup Global Markets Inc.
- (10) Clearview Correspondent Services, LLC
- (11) Crowell, Weedon & Co.
- (12) D.A. Davidson & Co., Inc.
- (13) Davenport & Company LLC
- (14) E*Trade Clearing LLC

- (15) Edward D. Jones & Co.
- (16) Ferris, Baker Watts, Incorporated
- (17) First Clearing, LLC
- (18) First Southwest Company
- (19) Fiserv Trust Company (TD AMERITR)
- (20) H & R Block Financial Advisors, Inc.
- (21) HSBC Securities (Canada) Inc. /CDS
- (22) Interactive Brokers Retail Equity Clearing
- (23) J.J.B. Hilliard, W.L. Lyons, Inc.
- (24) Janney Montgomery Scott Inc.
- (25) JPMorgan Chase Bank Correspondence Clearing Services 2
- (26) JPMorgan Chase Bank/PCS Shared Services
- (27) Legent Clearing LLC
- (28) LPL Financial Corporation (Linsco/Private Ledger Corp. (LPL Financial Services))
- (29) M.L. Stern & Co., LLC
- (30) Merrill Lynch Safekeeping
- (31) Mesirow Financial, Inc.
- (32) Morgan Stanley DW Inc.
- (33) Morgan, Keegan & Company, Inc.
- (34) National Financial Services LLC
- (35) North American Clearing, Inc.
- (36) Oppenheimer & Co. Inc.
- (37) OptionXpress, Inc
- (38) Penson Financial Services, Inc.
- (39) Penson Financial Services, Inc. /CDS
- (40) Pershing LLC
- (41) PrimeVest Financial Services, Inc.
- (42) Raymond, James & Associates, Inc.
- (43) RBC Dain Rauscher Inc.
- (44) RBC Dominion Securities, Inc. /CDS
- (45) Reliance Trust Company
- (46) Richards, Merrill & Peterson, Inc.
- (47) Ridge Clearing & Outstanding Solutions, Inc.
- (48) Sanford C. Bernstein & Co., LLC
- (49) Scotia Capital Inc. /CDS
- (50) Scottrade, Inc.
- (51) Southwest Securities, Inc.
- (52) Sterne, Agee & Leach, Inc.
- (53) Stifel, Nicolaus & Company Incorporated
- (54) StockCross Financial Services, Inc.
- (55) Stoeber, Glass & Co., Inc.
- (56) Swiss American Securities Inc.
- (57) TD Ameritrade Clearing, Inc.
- (58) Timber Hill LLC
- (59) UBS Financial Services LLC
- (60) US Bancorp Investments, Inc.
- (61) USAA Investment Management Company
- (62) Wachovia Capital Markets, LLC
- (63) Wachovia Securities, LLC
- (64) Wedbush Morgan Securities, Inc.
- (65) Wells Fargo Investment, LLC

Parties that filed Notices of Appearance and Pleadings (up to 2934)

145 Hudson Street Associates and Stanley D. Scott.
ACE
ACS Commercial Solutions, Inc.
Acxiom Corporation
Ad Hoc Committee of Dime Savings Umbrella Trust Beneficiaries
Adel A. Antes
ADT Security Services, Inc..
Aegis USA, Inc. (f/k/a/ Peoplesupport Inc.)
AF-Capital LLC
Akin Gump Strauss Hauer & Feld LLP
Alan Au
Alan Henry
Alan J. Guerra
Alberto Burnstein , Miami Dade Bankruptcy Unit (Counsel for Miami-Dade County Tax Collector)
Alejandro Lezama
Alfred I. Lenci
Ali S. Muhammad James and Dorthea Cornelius
Allen Systems Group, Inc. (ASG Software Solutions)
Allied Computer Services, inc.
Alston & Bird LLP (Counsel for LaSalle Bank NA)
Alvarez & Marsal North America, LLC
Alvaro Niemeyer
American Lithographers Inc.
American Savings Bank
Amram Levy
Andrew J. Eschenbach
Andrew J. Sadler
Andrew P. Miller
Andrew Vo
Andrew Yates
Andy Choi
Angelo Gordon & Co.
Anthony Armelo
Anthony Calabrese
Anthony Calahan Jr
Anthony Piccirilli
Anton Nguyen
Antonio Montero
Appaloosa Investment L.P. I (beneficial owner)
Appaloosa Investment LP
Applied Predictive Technologies, Inc.
Arapahoe County Attorney's Office (Counsel for Arapahoe County Treasurer)
Arapahoe County Treasurer
Archer & Greiner PC (Counsel to AT&T)
Arent Fox LLP (Counsel for Wilmington Trust Company)
Arnall Golden Gregory LLP (Counsel for Verizon Communications Inc)
Arnold & Porter (OCP)
Arnold & Porter LLP (Attorneys for American Savings Bank, FA, Keystone Holdings, inc. Keystone Holdings Partners, L.P., Capital Holdings, Inc. New America Capital, Inc. and New American Holdings, Inc.)
Arnold Belkin
Arthur Bennett (committee member)
Arthur Nadler
Ashby & Geddes PA (Counsel for CB Richard Ellis Inc and CB Richard Ellis Services Inc, Brandes Investment Partners LP, Misys Banking System)

AT&T
Ataollah Elahi
Atlas Van Lines Inc.
Atlas Van Lines Inc.
Attorney Generals Office for Delaware
Augustinos Boukalis
Aurelius Capital Management, L.P.
Austin Bjorke
Axel Iverson
Bailey Publishing & Communications, Inc
Baker & McKenzie LLP (Counsel for Black Horse Capital Management LLC)
Banc of America Leasing & Capital, LLC
Bank of New York Mellon (Committee of Unsecured Creditors)
Barbara Proczak
Barclays Capital, Inc.
Barry R. Ostrager
Bartlett Hackett Feinberg PC (Counsel for Iron Mountain Information Management, Inc.)
Bayard PA (Counsel for WMI Noteholders Group)
Behalf of Policeman's Annuity and Benefit Fund of the City of Chicago
Behzad Nazar
Belal Dalati
Ben Hoos
Benesch, Friedlander, Coplan & Aronoff LLP (on Behalf of the Official Committee of Equity Holders)
Berkiden Bunyamin
Bernstein Litowitz Berger & Grossmann LLP (Counsel for the Lead Plaintiff and the Putative Class)
Bert and Linda Barbers
Bhupendra D. Surti
Bifferato LLC (attorneys for compliance coach)
Bingham McCutchen LLP
BL Companies Inc.
Black Horse Capital Management LLC
Black Horse Capital Management LLC's
Blackstone, Group, LP
Blank Rome LLP (Counsel for Appaloosa Management LP and Centerbridge Partners LP)
Blu Line Media
Blue Angels Claims LLC
Bob and Susan Vinning
Bowne of Los Angeles
Bozena Magiera
Brandes Investment Partner, L.P
Breslow & Walker LLP (Counsel for PT Bank Negara Indonesia (Persaro)
Brett Bittner
Brian J Enright
Brian McCormick
Brian T. Foster
Broadbill Investment Corp
Bronwen Price (Counsel for Bowne of Los Angeles Inc.)
Brown & Connery LLP (Counsel for Business Objects Americas)
Browne of Los Angeles, Inc.
Bruce Alan Weber
Bruce M Barrett,
Bryan Li
Bryan P & Suzanne M Ehrlich
Buchalter Nemer PC (Counsel for Oracle USA Inc)
BUSS
Cairncross & Hempelmann PS (Counsel for Concur Technologies Inc)

California Department of Toxic Substances Control
Cam-Tu and Nhuong Nguyen
Capehart & Scatchard PA (Counsel for Banc of America Leasing & Capital LLC)
CapitalSource Finance LLC
Carolla Kosel
Carolyn J. Sutton
Carrie Lezama
Catherine Golder
CCP Credit Acquisition Holdings, LLC re: Aegis USA, Inc. (F/K/A Peoplesupport Inc.)
Accurate Background Inc.
Cecil Koenig
Centerbridge Capital Partners LP (interested party)
Centerbridge Partners, L.P.
Chad E. Crayton
Chana Scheller
Charles B. Rupani Sr. and Irene M. Rupani
Charles M Wheelock
Charlie C. Huang
Chinh Dinh
Chris M. Geraghty
Chris Stovic
Chris Stovic or Nancy Stovic (claim no. 132) filed letter to compel payment on note
Christian Gehlen
Christopher A. Lane
Christopher B Turcotte PC
Christopher B. Mosley (Counsel for the City of Fort Worth)
Christopher Dixon
Christopher P. Bifone (Corporate Counsel Solutions PLLC)
Chrystal Schoppmann
Citigroup, Inc.
City and County of Denver
City of Fort Worth
City of Miramar, Florida
Clifford Allen
Coach Inc,
Collin County Tax Office
Compliance Coach, Inc.
Concur Technologies, inc.
Connolly Bove Lodge & Hutz LLP (Counsel for Stephen J Rotella, Paradigm Tax Group)
Consumer Credit Counseling Service Of Greater San Antonio
Cora Roldan
Corbis Corporation
Corinne Kennedy
Corre Opportunities Fund, L.P. re Christopher B Turcotte PC
Counsel for Israel Discount Bank of New York
Countryside Management Services Corp.
County Attorneys Office for Miami Dade County Tax Collector
County of San Bernardino, California
County of San Bernardino, California, a California Taxing Authority
County of San Diego, California
County of Santa Clara
Courier Solutions, Inc.
Cox Smith Matthew Inc (Counsel for Clear Channel Communications, Inc. and Clear Channel. Inc.)
CP Energy Group, LLC (Investment Banker and Financial Advisor to the Debtors)
Credit Suisse Securities (USA) LLC
Cross & Simon LLC (Co-counsel for the Lead Plaintiff and the Putative Class)

Curtis Mallet Prevost Colt & Mosle LLP (Counsel for IBM Corporation and IBM Credit LLC)
Curtis W. Ware
Dale E. Spencer
Dan Spencer
Daniel Miyeso
Daniel Tschan
Daryl Dombrowski
David A. Williams
David B. Miller
David D Lennon (Counsel for North Carolina Dept of Revenue)
David H. Zielke
David Horne's
David J. Connolly
David Jon Buchanan
David M. Lowe
David Malinchak
David Wooldridge
Davis Cheng
Davis, Wright, Tremaine LLP (special counsel to debtors)
Dean A Bosche
Deanna Miller
Deborah Cutrer
Deborah Hoover (Claimant)
Deborah Spring
Decland Title Agency
Delaware Dept of Justice
Delaware Secretary of the State
Delaware Secretary of the Treasury
Dell Marketing LP
Denise Cassese
Denise Cassese, George Rush and Richard Schroer
Department of Labor
Derek W Loeser
Dewey & LeBoeuf LLP (counsel for McKinsey & Company)
Dexter D Joyner (Counsel for the Pasadena ISD, Pearland ISD)
Dharmesh Patel
Dianna Diebler
Dick Vandehey
Dimitrios Boukalis
DLA Piper LL (Counsel for FDIC)
Domain Assets LLC d/b/a Consor Intellectual Asset Management
Dominic LoBrutto
Dominic R. Janusky
Donald Cook, Dottie Jensen, Kevin McDonough, Kari Noomen, Geoffrey Olsen
Douglas County Treasurer's Office
Douglas L. Bazler
Douglas Poling
Douglas Sorto
Downtown Seattle Association
Dr. Kurt A. Zeller
E. Gaston Riou (interested party)
Eckert Seamans Cherin & Mellot LLC (Counsel for Workflow Solutions LLC)
Ed Hauser
Eddie Fikse
Edward L Bennett
Edwards Angell Palmer & Dodge LLP (Counsel for Law Debenture Trust Company of New York)

Egencia, LLC
Electronic Date Systems Corporation (interested party)
Elite Limousine Plus Inc.
Elizabeth D. Fernando
Elliott Greenleaf (Special Delaware Litigation and Conflicts Counsel for the Debtor)
Elvire E DeRoock
Emanuel Jason Levy
Emanuel Urquhart Oliver & Hedges LLP
EMC Corporation
Emerit Tod Lindbeck
En Pointe Technologies
Entwistle & Cappucci LLP (Counsel for New York State Comptroller)
Enzo Di Manno
ERA Realty Corp.
Eric Spence
Erich Dobida
Eris Group, LLC (f/k/a Bartlett & Brendall, LLC)
Erisa Plaintiffs and the Putative Class
ERISA Plaintiffs Gary Buus, Sydney Flor, Kellie Plumb, Tom Schoenleber and Margaret Weber
Ernest J. Ciccotelli's
Errol F. Hurlstone
ETS Acquisition, LLC/Electronic Tracking Systems
Eugen Storozenko
Eugene J Kottenstette (Counsel for the City and County of Denver)
ExcellerateHRO, LLP
Ezra Brutzkus Gubner LLP (Counsel for Paradigm Tax Group)
Federal Deposit Insurance Corp (FDIC)
Federal Deposit Insurance Corporation
Federal Home Loan Bank of San Francisco (Michael P. Morton, PA and Severson & Werson. PC)
Federal Home Loan Mortgage Corporation
FedEx Freight West
Felix McCarthy
Feng Luo
Fern S. Price
Fevronia Boukalis
First American Corelogic, Inc.
First Pacific Bancorp
First Pacific Bank of California
FIS Valuation Solutions
Fleix Marengo
Fox Hefter Swibel Levin & Carroll LLP (Counsel for Old Republic Insurance Company)
Fox Rothschild LLP (Counsel for WMI Noteholders Group)
Francisco Wence
Frank Vitolo
Freddie Palomarez
Freshfields Bruckhaus Deringer US LLP (interested party)
Fried Frank Harris Shriver & Jacobson LLP (Counsel for Appaloosa Management LP and Centerbridge Partners LP)
Friedlander Misler (Counsel for Realty Associates Iowa Corp, The Realty Associates Fund VIII LP)
Frisco ISD Tax
FTI Consulting, Inc. as Financial Advisors to the Official Committee of Unsecured Creditors
G. Karagiannis
Gail A. Straughen
Ganesan Jayaraman
Garland ISD
Garland Tax Assessor/Collector

Gartner, Inc,
Gary Buus, Sydney Flor, Kellie Plumb, Tom Shoenleber, and Margaret Weber, class representatives in the certified class action, Buus v. WaMu Pension Plan, No. 07-903 (W.D. Wash.) (the "ERISA Action")
Gay McCall Isaacks Gordon & Roberts (Counsel for Frisco ISD Tax Assessor, Collin County Tax Assessor, City of Garland Tax Assessor, Garland ISD Tax Assessor)
George A. Matalka
George David Gopen (claimant)
George N. Salovich
George Rush
George Sims & Associates. Inc.
Gerardo Montibeller Campos and Justo Montibeller Campos
Gerardo Montibeller Campos and Justo Montibeller Campos
Gibson, Dunn & Crutcher LLP as Special Tax Counsel to the Debtors
Gilbert D. Grimmett
Glenn A. Wearner
Goldman, Sachs & Co.
Goodwin Procter LLP
Goulston & Storrs PC (Counsel for MMA Financial Institutional Tax Credits XXXII)
Grant Finn
Grant Thornton LLP as Tax Advisors to Debtors
Green & Hall, APC
Greer Herz & Adams LLP (Counsel for American National Insurance Company)
Greg Katz
Gregory L. Armstrong (beneficial holder)
Gregory R. Wilson
Gretchen J. Granotti
Gulf Group Holdings Acquisitions & Applications (interested party)
Gunter Nolte
Gurbinder Sondh
Gurjinder K. & Satvinder Singh
Gwen DiMarco
H&W Computer Systems, Inc.
Hagens Berman Sobol Shapiro LLP (Co-Lead Counsel for Plaintiffs in the ERISA class action entitled In re Washington Mutual, Inc. ERISA Litig., Case No. 2:08-md-1919-MJP, Lead Case No. C-07-1874-MJP)
Haight Brown & Bonesteel LP
Hain Capital Holdings II, LLC
Hain Capital Holdings, Ltd (claims buyer)
Hangley Aronchick Segal & Pudlin (counsel for NCR Corporation)
Hans Brost (Interested Party)
Hansen Quality Loan Srv. LLC
Harold B. Weiland
Harry Moeser
Hennigan Bennet Dorman LLP (Counsel for CB Richard Ellis Inc and CB Richard Ellis Services Inc)
Hewlett Packard Company (interested party)
Hillman Group LLC
Hodges and Associates (Counsel for Janet May and Emmitee O Hozay)
Hovanes John and Linda Reed Bekeredjian
Howard Dang
Hudson Global Resources Management, Inc.
Hung Y. Liu
Hutchings Court Reporters, LLC
Hy-Test
IBM Corporation
IBM Credit LLC
Igor Mileschin
Indian River County Tax Collector

Internal Revenue Services
International Mailing Equipment
Intervoice Brite Inc.
ISM Barsa, Inc
J. Philip Max
J. Philip Max
J.P. MorganChase Bank, NA
Jack A. Matalka
Jack A. Matalka
Jake Barrett
Jake Barrett Regarding Fair Price for Shares
James C. Pedersen
James E Hanson
James Farquharson
James Kelly (committee member)
James Moorman
James Potter on Behalf of the California Department of Toxic Substances Control
Jason Plazola
Jay Agnes
Jay Rupard
Jazimime Wafer
Jean M. Gardner
Jed Prevor
Jeff Ostroff
Jeffrey D. & Sherry J. Frederick Family Trust
Jeffrey Kelly
Jeffrey Matthews
Jeffrey P. Weinstein
Jeremy Ting
Jeremy Tsao
Jerome M. Powell
Jerry L. Vogt
Jerry W. Pierce
Jeson Martajaya
Joanne Taylor
Joe Facto
Joele Frank, Wilkinson Brimmer Katcher
John Cangiano
John H. Murphy
John Maelstrom
John N Mwangi
John R. Stacho
John S. Pereira (Chapter 11 Trustee of Maywood Capital Corp.)
John Schoppmann
John W. VanderClock
John W. Wolfe P.S.
John W. Wolfe, P.A. as Special Counsel to the Debtors
John Z. Schoppmann
Johnson Pope Bokor Ruppel & Burns LLP (Counsel for Nationwide Title Clearing Inc)
Jonathan Guidi
Jorge Velazquez Villasenor and Ma Amparo De Gonzalez
Jose Manuel Aguilera Canton and Liliana Aguilera Sanchez
Josefina Flores Ochoa
Joseph A. Horning
Joseph A. Schwar
Joseph G. Sepulveda

Joseph J. Radano
Joseph M. Higareda
Joseph P. Greenwich Jr.
Joseph Procida
Joseph S. Stern, III
Joseph Sciamanna
Joseph Woodske
Josh S. Pereira as Chapter 11 Trustee of Maywood Capital Corp.
JP Morgan Chase Bank, National Association
JPMC Wind Investment LLC
JPMC Wind Investment Portfolio LLC
JPMorgan Chase Bank N.A.
JPMorgan Chase Bank, National Association
Julia Powell O'Brien
Julie Morales
Justin Nijem
JWT Specialized Communications
Kamil Magiera
Kane Russell Coleman & Logan
Kanubhai D. Surti
Karen Jones
Kasowitz Benson Torres & Friedman (Counsel for WMI Noteholders Group)
Kay Blickhan
KCC Washington Mutual Claims Processing (Claims and Noticing Agent)
Keith Liebetreu
Keller Rohrback LLP (Counsel for Plaintiffs in ERISA Class Action)
Kelley Drye & Warren LLP (Counsel for Tata American International Corp and Tata Consultancy Service Ltd)
Ken Treece
Kenneth Koch
Kenneth Slater
Kevin Hahn
Key Equipment Finance, Inc.
KFOG Radio San Francisco.
Khudiram & Subasini Barik
Kim Liebetreu
Kipnis Law Firm
Kishon Shele
Kostas Stampoulidis
Kristen M. McGuinness
Kurt M. Krol
Kurtzman Carson Consultants LLC as Claims and Noticing Agent for the Debtors
Kwing M Eng
Lan Vu
LandAmerica OneStop. In
Landis Rath & Cobb LLP (Counsel for JPMorgan Chase)
Laura M. Malafrente
Law Debenture Trust Company of New York (Committee of Unsecured Creditors)
Law Offices of Lippe & Associates (Counsel for Courier Solutions)
Law Offices of Robert E Luna PC (Counsel for Carrollton-Farmers Branch ISD and Lewisville ISD)
Leelkhan Sewsankar
Leida Polania
Leo Paolo D. Fernando
Leonard Street and Deinard
Leslie Stephen Wolfe (interested party)
Lichsinn & Haensel, S.C. (Counsel for Claimant Andrew J. Eschenbach)
Linda L. Luong

Linebarger Goggan Blair & Sampson LLP (Counsel for Parker CAD, Van Zandt CAD, Kaufman County, Wise County, Wise CAD, Rusk County, Smith County, City of Memphis (TN), Rockwall County, Rockwall CAD, Dallas County, Tarrant County)
Lisa Constantino, Executor of the Estate of Elaine Dinaples
Loeb & Loeb LLP (Counsel to Wells Fargo)
Long Beach Mortgage Loan Trust
Longacre Master Fund, Ltd. (claims buyer)
Longacre Opportunity Fund, L.P.
Los Angeles County Tax Collector
Los Angeles County Tax Collectors and Treasurer
Louis ArulDoss
Louis J. DeStefano
Louis Jasper Jr.
Lowenstein Sandler PC (Counsel for the Lead Plaintiff and the Putative Class) (Counsel to AT&T)
Lowey, Dannenberg Cohen & Hart, P.C. (counsel for Richard Schroer, George Rush and Denise Cassese, Class action movants)
Loyd B. & Deborah J. Copeland
Luis A. Osorio
Lynn Harrison
Maida Torruella
Main Soft Inc.
Manatee County Tax Collector
Manuel Aguilera Canton, Liliana Aguilera Sanchez
Marathon Creditor Claimants
Margaret M. Anderson on Behalf of Zurich American Insurance Company
Marian Caltayirone
Marilyn Nguyen
Mark E. Thompson
Mark J. Cinque
Mark J. McGuinness
Mark M. Billion
Mark Schoenbaum
Mark V. Helton
Mark Zulick
Marsha Joan Ewens
Marshall Dennehey Warner Coleman & Goggin
MARTA/ATU Employees Retirement Plan
MARTA/ATU Local 732 Employee Retirement Benefit Plan and New Orleans Employees' Retirement System
Martin Gunther
Mary E. Gawronski
Matthew D. Cochrane
Matthias Mock
Mattie Conner
Maxwell Brooks
McCreary Veselka Bragg & Allen (Counsel for Burnet Consolidated ISD)
McDermott Will & Emery LLP (Counsel for Toscafund Asset Management LLP, Tosca, Tosca Long)
McGuire Woods LLP (Counsel for Tyco International)
McKee Nelson LLP as Special Tax Counsel McKee Nelson LLP as Special Tax Counsel to Debtor
McKinsey & Company, Inc.
Melchor Balazs
Melissa Gonell
Mellon Investor Services, LLC
Metzler Investment
Miami-Dade County Tax Collector -Miami Dade Bankruptcy Unit
Michael A. Trumblee
Michael D. Krass

Michael Ho Hiep Nguyen
Michael Kushinsky
Michael Melchione
Michael Rozenfeld
Michael Savarese
Michael Schramek
Michael Scott Blomquist
Michele Grau-Iversen
Michele Grauiversen's
Michele Susanne Grau-Iversen
Microsoft Corporation
Microsoft Licensing GP f/k/a MSLI, GP
Microsoft Licensing, GP
Mike Cutrer
Miller & Chevalier Chartered as Special Tax Litigation Counsel to the Debtors
Milliman, Inc. (OCP)
Misys Banking Systems
Mitch Le
Montgomery, McCracken, Walker & Rhoads, LLP
Morgan Stanley & Co., Inc.,
Morris James LLP (Counsel for Old Republic Insurance Company)
Morrison & Foerster LLP (Counsel for Yuanta Asset Management HK Ltd and Yuanta Asset Management Limited)
MSG Media, a division of Madison Square Garden, LP
Musick, Peeler & Garrett LLP
NACHA
Nadia Youkelsone
Naeem Sayed
Nancy Ho
Nang B Luong
Nate Iler
NCR Corporation
NetVersant Solutions II, LLC
New Orleans Employees Retirement System, MARTA/ATU Employees Retirement Plan
New York State and Local Retirement System
Newstart Factors Inc (Interested Party)
Nghia Tran
Nitin J. Sabnis
Nolan County
Nolan County Hospital
O Melveny & Myers LLP (Counsel for Fir Tree Value Master Fund LP and Fir Tree Capital Opportunity Master Fund LP)
OB-C Group
Office of the Thrift Supervision
Office of the United States Trustee Delaware
Office of Thrift Supervision
Old Republic Insurance Company
Olympic Investment Partners, L.P.
On Site Sourcing Inc
On Site Sourcing Inc.
Ontario Teachers' Pension Plan Board
Oracle USA, Inc.
Oregon Department of Revenue
Oregon Dept of Justice- Oregon Department of Revenue
Owl Creek Management, L.P
Pachulski, Stang Ziehl & Jones LLP (Counsel for MSG Media)

Palomino Fund Ltd.. (beneficial owner)
Pamela Chang
Pamela LaVine
Partner Engineering & Science
Pasadena Independent School District
Pat Calabrese
Patrick O'Brien
Patterson Belknap Webb & Tyler (Counsel for Law Debenture Trust Company of New York)
Paul B. Solan
Paul Motta
Paulson & Co., Inc.
Peak Experiences International, Inc.
Pearland Independent School District
Pension Benefit Guaranty Corporation
Pepper Hamilton LLP (Co-Counsel to the Official Committee of Unsecured Creditors)
Perdue Brandon Fielder Collins & Mott LLP (Counsel for Burleson ISD, City of Burleson, Johnson County, Arlington ISD, Mansfield ISD, Carroll ISD)
Perkins Coie LLP (Co-Counsel to Debtors)
Perkins Coie LLP (Counsel for Stephen I Chazen, Anne V Farrell, Stephen E Frank, Thomas C Leppert, Charles M Lillis, Phillip D Matthews, Regina T Montoya, Michael K Murphy, Margaret Osmer-McQuade, Mary E Pugh, William G Reed Jr, Orrin C Smith, James H Stever and Willis B Wood Jr)
Peter Castro
Peter Issa
Peter J. Solomon Company
Peter Necklaws
Peter W.H. Koster
Phillips Goldman & Spence PA (Counsel for Todd H. Baker, Thomas Casey, Deborah Horvath, David Schneider, John McMurray)
Pillsbury Winthrop Shaw Pittman LLP (Counsel for Misys Banking System)
Pitney Bowes Inc.
Plains Capital Bank Building (Counsel for Collin County (TX), City of Josephine (TX), City of Allen (TX), City of Lavon (TX), Allen ISD, City of McKinney (TX), City of Anna (TX), McKinney ISD, City of Celina (TX), City of Murphy (TX), Collin County Community College Dist, City of Nevada (TX), City of Farmersville (TX), Town of New Hope (TX), Farmersville ISD, City of Parker (TX), Frisco ISD, City of Plano (TX), City of Garland (TX), Garland ISD, Plano ISD, City of Weston (TX))
Plan Participants (Geoffrey G. Olsen, Kari Noomen, Donald T. Cook, Kevin J. McDonough and Dottie Jensen)
Platzer Sergold Karlin Levine Goldberg Jaslow LLP (Counsel for 2500 Coney Island Avenue LLC)
Point B Solutions Group, LLP
Point B Solutions Group, LLP (claimant)
PricewaterhouseCoopers LLC (special accountants for the Debtor)
Procopio Cory, Hargreaves & Savitch LLP (attorneys for compliance coach)
PT Bank Negara Indonesia (Persero) Tbk
Qiming Han
Quang Tuan Le
Quinn Emanuel Urquhart Oliver & Hedges, LLP (special litigation and conflicts counsel to the debtor)
R. Tad Heydenfeldt
R.S. Bassman
Rachel Becker
Rafiq A. Sayed
Rainer Scheuch
Ramnik & Barbara Velji
Raymond Beshro
Raymond Do
Raymond F Gawronski
Raymond Freeman Jr.
Realty Associates Iowa Corporation

Reed Smith (Counsel for the Trust Committee)
Reed Smith (Counsel to the Ad Hoc Committee)
Reed Smith LLP (Counsel for the Trust Committee) (Counsel for Owl Creek Asset Management LP) (Counsel to the Ad Hoc Committee)
Relizon Company
Rentacrate LLC
Rhada Mansfield
Ricardo M. Carmenates
Richard F. Fietz Jr.
Richard J. Hasenoehrl
Richard J. McCord, Esq., Chapter 7 Trustee of the Estate of Yandoli Foods, In
Richard M. Cox
Richard P. Sommerfeld, Jr.
Richard Schroer
Richard Yu
Richards Layton & Finger PA (Co-Counsel for the Debtors)
Rico Hess
Rico Sabatini
Riddell Williams PS (Counsel for Microsoft Corp and Microsoft Licensing GP)
Rigrodsky & Long, P.A. (counsel for Richard Schroer, George Rush and Denise Cassese, Class action movants)
Rishi Jain
Riverside Claims
Riverside Claims LLC
Rob Koenig
Robbyn W. Dewar
Robco of San Antonio
Robert Alexander and James Reed, Individually and on Behalf of Others Similarly-Situated
Robert E. Bethel
Robert E. Helsom
Robert Entous
Robert J. Williams as President of Washington Mutual, Inc.
Robert Lerner
Robert M Menar (Interested Party)
Robert M. Daubert
Robert M. Stevens
Robert P. Swarts
Robert W. Magee
Robin Bellantonio
Roger Desgranges
Roger Desgranges
Romero Law Firm (Counsel for County of San Bernardino, California)
Roni Rotholz, Es
Roscoe Independent School District
Rosenthal, Monhait & Goddess, P.A.
Rosenthal, Monhait & Goddess, P.A. and Keller Rohrback L.L.P. on Behalf of ERISA Plaintiffs Gary Buus,
Sydney Flor, Kellie Plumb, Tom Schoenleber and Margaret Weber
SafeHarbor Technology Corporation
Saleem Iqbal
San Bernardino, California
San Diego Country Treasurer-Tax Collector
San Diego Treasurer Tax Collector of California
San Joaquin County Treasurer & Tax Collector
Sandra Koestlmeier
Sandy Chan
Sanjay Patel
San-Marín Contractors

Sarah Wilcox-Katz
Satruaba & Biscan LLC
Satterlee Stephens Burke & Burke LLP (Counsel for Moody's Investors Service)
Saul Ewing LLP (Counsel for Siemens IT Solutions and Services)
Saunders Construction
Schindler Family Trust
Schwabe, Williamson & Wyatt
Scott A. Burr
SCS Pong
Sean Fitzgerald
Seattle Opera
Securities and Exchange Commission
Seminole County Tax Collector
Sergio Leal Flores
Service Communications, Inc. (claimant)
Sharon Albert
Shaun Kroeger
Shearman & Sterling LLP as Special Tax Litigation Counsel to the Debtors
Shen Rackley
Sheppard Mullin Richter & Hampton LLP (Counsel for Israel Discount Bank of New York)
Shipman & Goodwin LLP (Counsel for United HealthCare Insurance Company)
Shirley P Le
Siemens IT Solutions and Services, Inc.
Silas B. Wrigley and Barbara S. Wrigley
Silverstein & Pomerantz LLP (special tax counsel to the Debtor)
Simpson Thacher & Bartlett LLP as Special Counsel
Singer & Levick PC (Counsel for Affiliated Computer Services Inc and ACS Commercial Solutions)
Sirana Software
South Ferry LP
SPCP Group, L.L.C.
Specialty Risk Services, LLC
Sponsor Direct LLC
Standard & Poor's Corporation
Stanley Paroubek
State of Delaware Division of Revenue
State of Washington Department of Revenue
State of Washington Department of Revenue
Steckbauer Weinhart Jaffe LLP (Counsel for Paradigm Tax Group)
Stephen E. Whittaker
Stroock & Stroock & Lavan LLP
Stu Stengel
Sullivan & Cromwell LLP (Counsel for JPMorgan Chase)
Survey Sampling International Inc.
Suzanne Walter
Sydney Prevor
Systemware, inc.
Tannenbaum Helpern Syracuse & Hirschtritt (Counsel for PT Bank Negara Indonesia (Persero) Tbk.)
Tasty Candies
TATA America International Corp
Tax Collector for Polk County
Taylor Helton
TBWA Worldwide Inc
TD Bank, N.A.
Ted & Susan Mitchel
Ted Lee Mitchell
Ted Mitchell

Tennessee Department of Revenue
Terry Bysom
The Bank of New York Mellon Trust Company, N.A., as Indenture Trustee.
The County of Tulare Treasurer/Tax Collector
The Development Center, Inc.
The Field Law Firm
The Garrigan Lyman Group, Inc.
The Hopp Law Firm, LLC
The Publication Company Inc
The Realty Associates Fund, VIII, LP
The San Diego County Treasurer- Tax Collector of California
The Washington Mutual, Inc. Noteholders Group
Thomas E Murphy
Thomas Hahn
Thommen Poozhikunnel
Thompson & Knight LLP
Thoroughbred Master Ltd.. (beneficial owner)
Tiffany Ngo
Timothy Cairns
Tin Ma
Tom N. Grethen
Tom Sneva
Toronto Dominion Bank
Towers, Perrin, Forster & Crosby, Inc.
Tracey Morman
Tracy A. Turman
Tracy Nicole Sturchio
Tranquility Master Fund, Ltd.
Travis County
Trevor B and Lula A. Cahdderton
Trevor Denham
Troy Racki, DDS
Tuan Q. Lee
Tube Art Displays Inc.
Tulare County Tax Collector (Tulare County, CA)
U.S. Department of Justice – Commercial Litigation Branch Civil Division
Ulrich Aubele
Union Bank, N.A.
Unisys Corporation
United States
United States Securities and Exchange Commission
US Attorneys Office – US Department of Justice
US Department of Justice
Vedder Price PC (Counsel for Siemens IT Solutions and Services)
Venable. LLP (on Behalf of the Official Committee of Equity Holders)
Verizon Services Corp (Committee of Unsecured Creditors)
Veta Boukalis
Vincent D. Mellott
Vincent Roggio
Walden Management Co. Pension Plan,
Walnut Creek Library Foundation
Walter E. Ryan Jr.
Walter R Holly Jr (Interested Party)
Washington Mutual Inc.
Weiss Serota Hellman (Counsel for City of Homestead, Florida)
Wellborn Cabinet Inc

Wells Fargo Bank NA (Committee of Unsecured Creditors)
Wells Fargo Bank, National Association, as Indenture Trustee
Webb & Sullivan (Counsel for LaSalle Bank NA)
Wes Tex Groundwater
Wesley S. Hinson
Western Office Materials
Whalen & Tusa, P.C. (counsel for Richard Schroer, George Rush and Denise Cassese, Class action movants)
White & Case LLP (Counsel for WMI Noteholders Group)
Whitfield & Eddy P.L.C.
Wilkinson Brimmer Katcher
Will Kaufmann
Willard M. & Sue Y. Locklear
William C. Kosturos
William E. Anderson
William E. Broza, Alan White,
William J. Barker
William Prevor
Willkie Farr & Gallagher LLP (Counsel for Bloomberg LP and Bloomberg Finance LP)
Wilmer Cutler Pickering Hale and Dorr LLP
Wilmington Trust Company (Committee of Unsecured Creditors)
Wilson Elser Edelman & Dicker LLP
Wilson, Elser, Moskowitz, Edelman & Dicker LLP
Wm. Robert Edwards, Jr.
WMI Investment Corp.
WOCAP Partners, LP
Young Conaway Stargatt & Taylor LLP (Counsel for FDIC)
Zachary Hartman
Zbigniew Magiera
Zurich American Insurance Company

Counsel to The Bank of New York Mellon Trust Company, N.A., as Indenture Trustee

Pillsbury Winthrop Shaw Pittman LLP
Reed Smith LLP

Counsel to Law Debenture Trust Company of New York, as Indenture Trustee)

Edwards Angell Palmer & Dodge
Patterson Belknap Webb & Tyler LLP

Equity Committee and Counsel

Ashby & Geddes, P.A.
Venable LLP
Dorothea Barr
Esopus Creek Value, LLC,
Joyce M. Presnall
Kenneth I. Feldman
Michael Willingham
Saul Sutton
Tyson Matthews

Bank Bondholders

Altma Fund Sicav P.L.C. in respect of Russell Sub Fund
Anchorage Capital Master Offshore, Ltd.
Bank of Scotland PLC
Cetus Captial, LLC
Corporate Debt Opportunities Fund, Ltd.
Fir Tree Capital Opportunity Master Fund, L.P.
Fir Tree Mortgage Opportunity Master Fund, L.P.
Fir Tree Value Master Fund, L.P.
Bank of Ireland (The)
HFR ED Select Fund IV Master Trust
Juggernaut Fund, L.P.
Lyxor/York Fund Limited
Marathon Credit Master Fund, Ltd.
Marathon Credit Opportunity Master Fund, Ltd.
Marathon Special Opportunity Master Fund, Ltd.
Permal York Ltd.
Quintessence Fund L.P.
QVT Fund, LP
Silver Point Capital Fund, L.P.
SilverPoint Capital Offshore Fund, Ltd.
The Varde Fund IX, L.P.
The Varde Fund IX-A, 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, L.P
Varde Investment Partners (Offshore), Ltd.
Varde Investment Partners, L.P.
Windmill Master Fund, 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 Master Fund, L.P.
York Select, L.P.
American Savings Bank FSB
Duquesne Capital Management, L.L.C.
QVT Associates GP LLC
Silver Point Capital., L.P.
Varde Investment Partners G.P., LLC
Varde Partners, Inc.
Varde Partners, L.P.

WMB Noteholders Group

ACP Master, Ltd.
AEGON USA Investment Management, LLC on behalf of AEGON Life Insurance (Taiwan), Inc.
Appaloosa Investment L.P. I
Appaloosa Management I, L.P.
Aurelius Capital Management, LP
Aurelius Capital Master. Ltd.
Aurelius Convergence Master. Ltd.
Babson Capital Management
Barclays Capital

Castlerigg Master Investments Ltd.
Cedar Hill Capital Partners Offshore, Ltd.
Cedar Hill Capital Partners Onshore, LP
Cedar Hill Capital Partners, LLC
Centerbridge Credit Partners Master, L.P.
Centerbridge Credit Partners, L.P.
Cerberus Associates, L.L.C.
Cerberus Institutional Associates, L.L.C.
Cerberus Institutional Partners, L.P. – Series Four
Cerberus International, Ltd.
Cerberus International, Ltd.
Cerberus Partners, L.P.
Cerberus Partners, L.P.
Cerberus Series Four Holdings, L.L.C.
Cerberus Series Four Holdings, L.L.C.
CFIP Master Fund, Ltd.
Chicago Fundamental Investment Partners, LLC
Chimney Rock Value Fund, L.P.
Citigroup Global Markets Inc.
Cooperatieve Centrale faiffeisen _ Borrenleenbank B.A
Credit Suisse Securities (USA) LLC
CVI GVF (Lux) Master S.a.r.l. c/o CarVal Investors, LLC
Davidson Kempner Advisers, inc.
Davidson Kempner Distressed Opportunities Fund LP
Davidson Kempner Distressed Opportunities International Ltd.
Davidson Kempner Institutional Partners, L.P.
Davidson Kempner International Advisors, L.L.C.
Davidson Kempner International, Ltd.
Davidson Kempner Partners
Dillingham Holdings, LLC
DK Group LLC
DK Management Partners LP
Fernwood Associates LLC
Fernwood Foundation Fund LLC
Fernwood Restructuring, Ltd.
Fintech Advisory, Inc. on behalf of FIMEX International, Ltd.
Goldman Sachs & Co.
Greenwich Capital Markets Inc.
Gruss Asset Management, L.P.
Gruss Co., L.L.C.
Gruss Global Investors Master Fund (Enhanced), Ltd.
Gruss Global Investors Master Fund, Ltd.
Gryphon Hidden Values VIII Limited
Gryphon Hidden Values VIII, L.P.
Halcyon Asset Management LLC
Halcyon Mac 19 Ltd.
Halcyon Master Fund L.P.
Halcyon Offshore Asset Management LLC
Halcyon Trading Limited
ING Direct NV, Sucursal en Espana
Institutional Benchmark Master Fund Limited, Acting in respect of Izar Event Driven Multi-Strategy Series
Jackson National Life Insurance Company
Jackson National Life Insurance Company of New York
JNL VA High Yield Bond Fund
King Street Capital, L.P.
Legal and General Investment Management America

Legal and General Investment Management America - LGPLBCCB
Legal and General Investment Management America – FB2-1718
Legal and General Investment Management America – FBB-CA
Legal and General Investment Management America – LGAS-CB
Legal and General Investment Management America – LGPL-NP
Legal and General Investment Management America- FBI-1764
Legal and General Investment Management America- TRAN-LD
M.H. Davidson & Co.
Mashreq Bank PSC
Mason Street Advisors, LLC
Massachusetts Mutual Life Insurance Company
Metropolitan Life Insurance Company
MHD Management Co.
New York Life Insurance Company
Northwestern Long Term Care Insurance Company
Northwestern Mutual Series Fund, Inc. for Its Northwestern Mutual Series Fund Select Bond Portfolio
Northwestern Mutual Series Fund, Inc. for Its Northwestern Mutual Series Fund Balanced Portfolio
Owl Creek Asia I, L.P.
Owl Creek Asia II, L.P.
Owl Creek Asia Master Fund, LTD.
Owl Creek I, L.P.
Owl Creek II, L.P.
Owl Creek Overseas Fund, LTD.
Owl Creek Socially Responsible Investment Fund, LTD.
Palomino Fund Ltd.
Partridge Hill Overseas management, LLC,
Paulsen & Co., Inc.
Paulson & Co., Inc.
PPM America, Inc.
Principal Global Investors. LLC
Principal Life Insurance Company
Prudential Assurance Company, Ltd.
Ramius LLC
RCG PB, Ltd.
Sandell Asset Management Corp
SL Capital Partners LLC
Stone Lion Capital Partners L.P.
Stone Lion GP LP
Stone Lion Portfolio L.P.
Sunrise Partners Limited Partnership
Taconic Capital Advisors L.P. on behalf of Taconic Capital Partners L.P.
Taconic Capital Advisors L.P. on behalf of Taconic Capital Partners 1.5 L.P.
Taconic Capital Advisors L.P. on behalf of Taconic Market Dislocation Fund II L.P.
Taconic Capital Advisors L.P. on behalf of Taconic Market Dislocation Master Fund II L.P.
Taconic Capital Advisors L.P. on behalf of Taconic Master Fund 1.5 L.P.
Taconic Capital Advisors L.P. on behalf of Taconic Master Fund L.P.
Taconic Capital Advisors L.P. on behalf of Taconic Opportunity Fund L.P.
Taconic Capital Advisors L.P. on behalf of Taconic Opportunity Master Fund L.P.
The Northern Trust Company as Lending Agent on behalf of Los Angeles City Employees' Retirement System
The Northern Trust Company as Lending Agent on behalf of The Nestle Group
The Northern Trust Company on behalf of Lenders in European Core Collateral Section
The Northwestern Mutual Life Insurance Company
The Royal Bank of Scotland PLC
Thoroughbred Fund L.P.
Thoroughbred Master Ltd.

Thrivent Financial for Lutherans
Transamerica Financial Life Insurance Company
Tudor Investment Corporation
VR Advisory Services, Ltd.
VR Global Partners, L.P.
VR Liquidity Crisis Recovery Fund, L.P.

Settlement Agreement Parties

JPMorgan Chase Bank, N.A.
Federal Deposit Insurance Corporation
Washington Mutual Bank fsb
Appaloosa Management L.P. on behalf of Appaloosa Investment L.P. I, Palomino Fund Ltd.,
Thoroughbred Fund, L.P., and Thoroughbred Master Ltd.
Centerbridge Partners, L.P. on behalf of Centerbridge Credit Advisors, LLC and Centerbridge Special
Credit Advisors, LLC
Owl Creek Asset Management, L.P. on behalf of Owl Creek I, L.P., Owl Creek II, L.P., Owl Creek
Overseas Fund, Ltd., Owl Creek Socially Responsible Investment Fund, Ltd., Owl Creek Asia I, L.P., Owl
Creek Asia II, L.P., and Owl Creek Asia Master Fund, Ltd.
Aurelius Capital Management, LP on behalf of Aurelius Capital Master, Ltd., Aurelius Convergence
Master, Ltd., ACP Master, Ltd.

List of JPMC Claims listed in Settlement Agreement

JMPC
JPMorgan Securities, Inc.
Second and Union LLC
WaMu Capital Corp.
JPMC Wind Investment LLC
JPMC Wind Investment Portfolio LLC

Bondholder Claims Lised in Settlement Agreement

A. C. Jenkins
Amy C. Baker
Anna M. Welhausen
Annuity Investors Life Insurance Co
B. Clyde Cohen
Bashir G. Khoury Trustee Bashir and Mary Khoury LV Trust
Charles Dale Coln
City of San Buenaventura Ventura
Colleen Engle
Continental General Insurance Company
Dan McDonald TTEE McDonald Family Trust
Deborah Lynn Fong IRA Account

Dieter Stein
Dominic R. Janusky and Patricia A. Janusky
Dorothy Jane Houghton
Dr. Robert M. Nakamura
Dwight Hollister & Carol Lee Hollister
Eva Kao
Farmers New World Life Insurance Company
Felix P. La Gioia
Fire Insurance Exchange
Frank Landoch
Gerald Engle
Gloria J. Crivello
Great American Life Insurance Company
Greg D. Hoffman
Hajek Charitable Remainder Unitrust
HDI Assicurazioni SPA
Independence Life and Annuity Company
J. Amsbuaugh or E. Davis Trustee Elizabeth Smith Davis Revocable Trust
Jack H. Wires and Nancy Anderson Wires
James E. & Sabine G. Lamar
James E. Jones
Janet L. Schmitt
Jeffrey David Peace
Jessica Cheung
Joanne Renzi
Joanne Ruggiano
John H. Sloan
John Hancock Life Insurance Company USA
Judith A. Honey
Julie Ann Smolansky
Kemper Investors Life Insurance Company
Lang Richert and Patch TTEE Plan
Linda Bennett
Linda J. Morrison
Linda S. Bell
Linzerin Ltd
Lois & Fred Dominey Family Trust

Louise M. O'Brian
Malcolm LaBar
Manfred A. Hansen
Marathon Credit Opportunity Master Fund Ltd & other Washington Mutual Bondholders
c/o Philip D. Anker
Wilmer, Cutler, Pickering, Hale & Dorr
Marcilla D. Echols
Marie Goodwin Coleman
Max L. Goren
Michael T. Doherty
National Bank of Canada NBCN Inc.
Neil Walter White & Barbara White
New Generations Federal Credit Union
Norman Crasko & Eileen Crasko
Peter J. & Candace R. Zac Living Trust of 2001 u/d/o August 31 2001
Philip Schneider
Raaj K. Sah Revocable Living Trust
DOT 02 09 2003
Richard A. Hodgson
Robert F. Weeks and Nancy D. Weeks
Robert H. Halpert
Robert M. Menar
Sherry Epstein Trust
Steven M. Rowan
Sun Life Assurance Company of Canada
Sun Life Assurance Company of Canada US
Sun Life Financial Reinsurance Barbados Ltdv.
Sun Life Financial US Reinsurance Co.
Sun Life Insurance and Annuity Company of New York
Tammy Diane Halstead
Terry Bysom
Thomas E. Murphy
Thomas L. Kay
Timothy I. Massimino
Truck Insurance Exchange
Trustees of the Comfort Employee 401k Profit Sharing Plan FBO Dana Comfort
Twin Lakes Veterinary Hospital
Union Bank

United Teacher Associates Insurance Company

Universal Investment Gesellschaft mbH acting on account of Money Fonds 6 Deposit No 1459260000 deposited with DZ Bank

Universal Investment Gesellschaft mbH acting on account of Money Fonds 1 Deposit No 1459210000 deposited with DZ Bank

Universal Investment Gesellschaft mbH acting on account of Money Fonds 2 Deposit No 1459220000 deposited with DZ Bank

Universal Investment Gesellschaft mbH acting on account of Money Fonds 8 Deposit No 1459280000 deposited with DZ Bank

Universal Investment Gesellschaft mbH acting on account of Money Fonds 7 Deposit No 1459270000 deposited with DZ Bank

Universal Investment Gesellschaft mbH acting on account of Money Fonds 3 Deposit No 1459230000 deposited with DZ Bank

Universal Investment Gesellschaft mbH acting on account of Money Fonds 5 Deposit No 1459250000 deposited with DZ Bank

Universal Investment Gesellschaft mbH acting on account of Money Fonds 4 Deposit No 1459240000 deposited with DZ Bank

Universal Underwriters Life Insurance Company

Vadim Tsozik

Vincent F. Andreano

Virginia Stockton

Walter & Grace Stenberg

WMB Noteholder Group c/o Evan D. Flaschen, Esq.
Bracewell & Giuliani, LLP.

Wray C. Hiser

Zurich American Insurance Company and certain of its subsidiaries

Zurich Specialties London Limited

Exhibit F

Proposed Order

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

-----X
: **Chapter 11**
: **Case No. 08-12229 (MFW)**
: **(Jointly Administered)**
: **Re: Docket No. _____**
-----X

In re
WASHINGTON MUTUAL, INC., et al.,¹

Debtors.

**ORDER AUTHORIZING THE DEBTORS
TO RETAIN BLACKSTONE ADVISORY PARTNERS L.P.
AS FINANCIAL ADVISOR *NUNC PRO TUNC* TO APRIL 9, 2010**

Upon the application, dated April 20, 2010 (the "Application"),² of Washington Mutual, Inc. ("WMI") and WMI Investment Corp., as debtors and debtors in possession (collectively, the "Debtors"), for entry of an order pursuant to sections 327(a) and 328(a) of title 11 of the United States Code (the "Bankruptcy Code"), and Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 2014-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), authorizing the retention and employment of Blackstone Advisory Partners L.P. ("Blackstone"), as financial advisor for the Debtors, *nunc pro tunc* to April 9, 2010, and in accordance with the terms of that certain engagement letter, dated April 9, 2010, (the "Engagement Letter"), that certain indemnification agreement, dated April 9, 2010 (the "Indemnification Agreement"), attached to the Engagement Letter, and that certain

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

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

confidentiality agreement, dated April 9, 2010 (the “Confidentiality Agreement”), a copy of which is attached as an exhibit to the Application, all as more fully set forth in the Application; and upon consideration of the Affidavits of Steven Zelin and Robert J. Gentile in support of the Application; and the Court having jurisdiction to consider the Application and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided to the parties listed therein, and it appearing that no other or further notice need be provided; and the Court having determined that the relief sought in the Application is in the best interests of the Debtors, their creditors, and all parties in interest; and the Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that the Application is granted; and it is further

ORDERED that, in accordance with sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rule 2014, and Local Rule 2014-1, the Debtors are authorized to employ and retain Blackstone as financial advisors for the Debtors on the terms set forth in the Application, the Engagement Letter, the Indemnification Agreement, and this order, *nunc pro tunc* to April 9, 2010 in the above captioned cases; and it is further

ORDERED that the terms of the Engagement Letter and Indemnification Agreement, as modified herein, are reasonable terms and conditions of employment and are approved; and it is further

ORDERED that Blackstone shall be compensated based on the rates set forth in the Engagement Letter, and that Blackstone’s compensation shall be subject to the standard of

review provided for in section 328(a) of the Bankruptcy Code and shall not be subject to the standard of review set forth in section 330 of the Bankruptcy Code; and it is further

ORDERED that the Upfront Fee is approved; and it is further

ORDERED that Blackstone will (a) file a final fee application for the allowance of the Valuation Fee and Expenses and (b) in the event that confirmation of the Plan does not occur prior to September 1, 2010, Blackstone also will file interim and final applications for the allowance of Additional Fees and Expenses, all in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the U.S. Trustee Guidelines for Reviewing Applications for Compensation & Reimbursement of Expenses Filed under 11 U.S.C. § 330, that certain Amended Administrative Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals, dated November 14, 2008, and further orders of this Court for all services performed and expenses incurred after the date hereof; and it is further

ORDERED that Blackstone shall only be required to maintain receipts for expenses greater than or equal to \$75; and it is further

ORDERED that the Debtors shall indemnify and hold harmless Blackstone and other Indemnified Parties, as that term is defined in the Indemnification Agreement, pursuant to the Indemnification Agreement and the Engagement Letter (the "Agreements"), during the pendency of these chapter 11 cases, subject to the following conditions:

- (a) Indemnified Parties shall not be entitled to indemnification, contribution or reimbursement pursuant to the Agreements for services, unless such services and the indemnification, contribution or reimbursement therefore are approved by the Court;
- (b) The Debtors shall have no obligation to indemnify Indemnified Parties, or provide contribution or reimbursement to an Indemnified Parties, for any claim or expense that is either:
 - (i) judicially determined (the determination having become final)

to have arisen from Indemnified Parties' gross negligence, willful misconduct, breach of fiduciary duty, if any, bad faith or self-dealing; (ii) for breach of Indemnified Parties' contractual obligations unless the 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) settled prior to a judicial determination as to Indemnified Parties' gross negligence, willful misconduct, breach of fiduciary duty, or bad faith, if any, or self-dealing but determined by this Court, after notice and a hearing to be a claim or expense for which Indemnified Parties' should not receive indemnity, contribution or reimbursement under the terms of the Agreements as modified by this Order;

- (c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing these chapter 11 cases, an Indemnified Party believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Agreements (as modified by this Order), including without limitation the advancement of defense costs, Indemnified Party must file an application therefore in this Court, and the Debtors may not pay any such amounts to Indemnified Party before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Indemnified Parties for indemnification, contribution or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Indemnified Parties. All parties in interest shall retain the right to object to any demand by Indemnified Parties for indemnification, contribution or reimbursement; and
- (d) Any limitation of liability or limitation on any amounts to be contributed are deemed null and void.

ORDERED that to the extent that there may be any inconsistency between the terms of the Application, the Engagement Letter, the Indemnification Agreement, and this Order, the terms of this Order shall govern; and it is further

ORDERED that, during the pendency of any of the Debtors' chapter 11 cases, this Court shall retain jurisdiction with respect to any matters, claims, rights or disputes arising from or related to the implementation or enforcement of this Order.

Dated: _____, 2010
Wilmington, Delaware

THE HONORABLE MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE