

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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In re : Chapter 11
: :
WASHINGTON MUTUAL, INC., et al.,¹ : Case No. 08-12229 (MFW)
: :
: (Jointly Administered)
Debtors. : :
: Re: Docket No. 3568 and 5549
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**NOTICE OF FILING OF FURTHER REVISED PROPOSED ORDER
(I) APPROVING THE PROPOSED DISCLOSURE STATEMENT AND
THE FORM AND MANNER OF THE NOTICE OF THE DISCLOSURE
STATEMENT HEARING, (II) ESTABLISHING SOLICITATION AND
VOTING PROCEDURES, (III) SCHEDULING A CONFIRMATION HEARING,
AND (IV) ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR
CONFIRMATION OF THE DEBTORS' SIXTH AMENDED JOINT PLAN**

PLEASE TAKE NOTICE that, on April 23, 2010, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed the **Motion of Debtors for an Order, Pursuant to Sections 105, 502, 1125, 1126, and 1128 of the Bankruptcy Code and Bankruptcy Rules 2002, 3003, 3017, 3018 and 3020, (I) Approving the Proposed Disclosure Statement and the Form and Manner of the Notice of the Disclosure Statement Hearing, (II) Establishing Solicitation and Voting Procedures, (III) Scheduling A Confirmation Hearing, and (IV) Establishing Notice and Objection Procedures for Confirmation of the Debtors' Joint Plan** [Docket No. 3568] (the "Motion") with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").

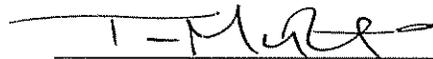
¹ The Debtors in these chapter 11 cases along with the last four digits of each Debtor's federal tax identification number are: (i) Washington Mutual, Inc. (3725); and (ii) WMI Investment Corp. (5395). The Debtors' principal offices are located at 925 Fourth Avenue, Seattle, Washington 98104.



PLEASE TAKE FURTHER NOTICE that, on June 2, 2010, the Debtors filed the **Notice of Filing of Revised Proposed Order (I) Approving the Proposed Disclosure Statement and the Form and Manner of the Notice of the Disclosure Statement Hearing, (II) Establishing Solicitation and Voting Procedures, (III) Scheduling a Confirmation Hearing, and (IV) Establishing Notice and Objection Procedures for Confirmation of the Debtors' Joint Plan** [Docket No. 4484] (the "Notice"). A revised proposed form of order (the "Revised Proposed Order") was attached to the Notice as Exhibit A.

PLEASE TAKE FURTHER NOTICE that a further revised proposed form of order (the "Further Revised Proposed Order") is attached hereto as Exhibit 1. For the convenience of parties in interest, a blackline comparing the Further Revised Order to the Revised Proposed Order filed at docket number 4484 is attached hereto as Exhibit 2.

Dated: Wilmington, Delaware
October 15, 2010



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ATTORNEYS TO THE DEBTORS
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EXHIBIT 1

(Further Revised Proposed Order)

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

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: **Chapter 11**
: **Case No. 08-12229 (MFW)**
: **(Jointly Administered)**
: **Re: Docket No. 3568**
-----X

In re: :
WASHINGTON MUTUAL, INC., et al.,¹ :
: **Debtors.** :

ORDER (I) APPROVING THE PROPOSED DISCLOSURE STATEMENT AND THE FORM AND MANNER OF THE NOTICE OF THE DISCLOSURE STATEMENT HEARING, (II) ESTABLISHING SOLICITATION AND VOTING PROCEDURES, (III) SCHEDULING A CONFIRMATION HEARING, AND (IV) ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR CONFIRMATION OF THE DEBTORS' SIXTH AMENDED JOINT PLAN

Upon the motion, dated April 23, 2010 (the "Motion"),² of Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the "Debtors"), pursuant to sections 105, 502, 1125, 1126, and 1128 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 3003, 3017, 3018, and 3020 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 2002-1 and 3017-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), for an order (i) approving the Debtors' proposed Disclosure Statement (as further amended on October 6, 2010,³ the "Proposed Disclosure Statement") for the *Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States*

¹ The Debtors in these chapter 11 cases along with the last four digits of each Debtor's federal tax identification number are: (i) Washington Mutual, Inc. (3725); and (ii) WMI Investment Corp. (5395). The Debtors' principal offices are located at 925 Fourth Avenue, Seattle, Washington 98104.

² Capitalized terms not defined herein shall have the meanings ascribed to them in the Motion or, if not defined in the Motion, the Plan.

³ *Disclosure Statement for the Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code*, filed October 6, 2010 [Docket No. 5549].

Bankruptcy Code, filed by the Debtors on March 26, 2010 (as amended on October 6, 2010,⁴ and as it may be further amended, the “Plan”) and the form and manner of the notice of the hearing on the Proposed Disclosure Statement; (ii) establishing solicitation and voting procedures; (iii) scheduling a confirmation hearing; and (iv) establishing notice and objection procedures in respect of confirmation of the Plan, all as more fully described in the Motion; and certain objections having been filed to the approval of the Disclosure Statement, as amended from time to time, including, without limitation, the Proposed Disclosure Statement (collectively, the “Objections”); and the Debtors having filed several omnibus responses to the Objections, including, without limitation, a cumulative response on October [___], 2010 (the “Responses”); and the Court having held a hearing on October 18, 2010 to consider the relief requested herein, the Objections, and the Responses (the “Hearing”) with the appearances of all interested parties noted in the record of the Hearing; and upon the record of the Hearing, and all of the proceedings before the Court, the Court hereby finds and determines the following:

Jurisdiction and Venue

- A. Consideration of the Motion and the relief requested therein is a core proceeding pursuant to 28 U.S.C. § 157(b).
- B. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.
- C. The Court has jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334.

Objections

- D. All Objections, responses to, and statements and comments, if any, in

⁴ *Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code*, filed October 6, 2010 [Docket No. 5548]

opposition to the Disclosure Statement, other than those withdrawn with prejudice in their entirety prior to, or on the record at, the Hearing, shall be, and hereby are, overruled in their entirety for the reasons stated on the record.

The Disclosure Statement

E. The Proposed Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy Code. No further information is necessary.

Balloting and Voting Procedures

F. The procedures, set forth below, for the solicitation and tabulation of votes to accept or reject the Plan provide for a fair and equitable voting process and are consistent with section 1126 of the Bankruptcy Code.

Ballots

G. The ballots substantially in the forms annexed hereto as Exhibits 4-1, 4-2, 4-3, 4-4, 4-5, 4-6, 4-7, 4-8, 4-9, 4-10, 4-11, 4-12, 4-13, 4-14, 4-15, 4-16, and 4-17 (collectively, the “Ballots”), including all voting instructions provided therein, are consistent with Official Form No. 14, address the particular needs of these chapter 11 cases, and provide adequate information and instructions for each individual entitled to vote to accept or reject the Plan. No further information or instructions are necessary.

Parties Entitled to Vote

H. Pursuant to the Plan, Allowed Claims and Equity Interests in Class 2 (Senior Notes Claims), Class 3 (Senior Subordinated Notes Claims), Class 12 (General Unsecured Claims), Class 14 (CCB-1 Guarantees Claims), Class 15 (CCB-2 Guarantees Claims), Class 16 (PIERS Claims), Class 18 (Subordinated Claims), Class 19 (REIT Series), and Class 20 (Preferred Equity Interests) are impaired and are entitled to receive distributions under the Plan and, accordingly, holders of Allowed Claims and Equity Interests in such Classes are entitled to

vote on account of such Allowed Claims and Equity Interests (collectively, “Non-WMB Voting Entities”).

I. Pursuant to the Plan, Class 17A (WMB Senior Notes Claims) consists of Claims filed by entities that hold WMB Senior Notes, with respect to which a proof of claim was timely filed. Such Claims are impaired and, accordingly, the holders thereof are entitled to vote to accept or reject the Plan (together with the Non-WMB Voting Entities, “Voting Entities”). Pursuant to the Plan, Non-Filing WMB Senior Note Holders – entities that hold WMB Senior Notes, but with respect to which the holders thereof did not file a related proof of claim against the Debtors – do not hold Claims against the Debtors’ estates with respect to their WMB Senior Notes and, as such, are not entitled to vote. Such holders, however, are entitled to receive a distribution on account of these notes if the holders thereof agree to grant the releases set forth in Section 43.6 of the Plan. Such entities shall receive a form on which to make this election (the “Non-Filing WMB Senior Note Holder Election Form”), in the form annexed hereto as Exhibit 7-1. The nominees for such entities shall receive a master form on which to transmit such information to KCC, in the form annexed hereto as Exhibit 7-2. These forms address the particular needs of these chapter 11 cases and provide adequate information and instructions to the Non-Filing WMB Senior Note Holders and their nominees. No further information or instructions is necessary.

Parties Not Entitled to Vote

J. Pursuant to the Plan, Claims in Class 1 (Priority Non-Tax Claims), Class 4 (WMI Medical Plan Claims), Class 5 (JPMC Rabbi Trust / Policy Claims), Class 6 (Other Benefit Plan Claims), Class 7 (Qualified Plan Claims), Class 8 (WMB Vendor Claims), Class 9 (Visa Claims), Class 10 (Bond Claims), Class 11 (WMI Vendor Claims), and Class 13

(Convenience Claims) are unimpaired (the “Unimpaired Classes”) and, accordingly, pursuant to section 1126(f) of the Bankruptcy Code, holders of such Claims are conclusively presumed to accept the Plan and are not entitled to vote on account of such Claims.

K. Pursuant to the Plan, Claims in Class 17B (WMB Subordinated Notes Claims) and Equity Interests in Class 21 (Dime Warrants) and Class 22 (Common Equity Interests) (the “Non-Voting Impaired Classes”) will not receive or retain any property under the Plan and, accordingly, pursuant to section 1126(g) of the Bankruptcy Code, holders of such Claims or Equity Interests are deemed to reject the Plan and are not entitled to vote on account of such Claims or Equity Interests.

L. Pursuant to decretal paragraph 5 herein, creditors to whose claims the Debtors have filed an objection on or before the Voting Record Date are not entitled to vote (together with the Unimpaired Classes and the Non-Voting Impaired Classes, the “Non-Voting Creditors and Interest Holders”).

Notice of Non-Voting Status

M. The Notices of Non-Voting Status, substantially in the forms annexed hereto as Exhibits 5-1, 5-2, and 5-3, comply with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules and, together with the Confirmation Hearing Notice, provide adequate notice to Non-Voting Creditors and Interest Holders of their non-voting status. No further notice is necessary.

Notice

N. The proposed distribution and contents of the Solicitation Packages comply with Bankruptcy Rules 2002 and 3017 and constitute sufficient notice to all interested parties of the Voting Record Date, Voting Deadline, Rights Offering Record Date, Subscription

Deadline, Plan Objection Deadline, Confirmation Hearing, and all related matters.

O. The period, set forth below, during which the Debtors may solicit acceptances to the Plan is a reasonable and sufficient period of time for Voting Entities to make an informed decision regarding whether to accept or reject the Plan and timely return Ballots evidencing such decision.

Subscription Form and Rights Offering Procedures

P. The Rights Offering Procedures, set forth below, provide for a fair and equitable Rights Offering process.

Q. The Subscription Form annexed hereto as Exhibit 6-1, including all instructions provided therein, addresses the particular needs of these chapter 11 cases and provides adequate information and instructions for individuals entitled to exercise Subscription Rights pursuant to the Plan. No further information or instructions are necessary.

The Confirmation Hearing

R. The procedures, set forth below, regarding notice to all parties in interest of the time, date, and place of the hearing to consider confirmation of the Plan (the “Confirmation Hearing”) and for filing objections or responses to the Plan, provide due, proper, and adequate notice and comply with Bankruptcy Rules 2002 and 3017(d).

Notice of the Disclosure Statement Hearing

S. On March 26, 2010, the Debtors filed their *Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code* and a related disclosure statement (the “Original Disclosure Statement”). A hearing to consider the adequacy of the information contained in the Original Disclosure Statement was set for May 19, 2010 (the “Original Hearing Date”), with objections to be filed before such date. The Debtors provided actual notice of the Original Hearing Date and the deadline for filing objections to the Original Disclosure Statement

to the Notice Parties and any other known holders of claims against or equity interests in the Debtors (the “Disclosure Statement Notice”), as attached hereto as Exhibit 2. On May 19, 2010, the Court held a status conference and scheduled the Hearing for June 3, 2010 to consider approval of the Proposed Disclosure Statement. On May 22, 2010, the Debtors provided actual notice of the June 3, 2010 hearing to the Notice Parties and any other known holders of claims against or equity interests in the Debtors (the “Amended Disclosure Statement Notice”). On June 3, 2010, the Court held a status conference and re-scheduled the hearing for June 17, 2010. On June 17, 2010, the Debtors requested to adjourn consideration of the Motion, and in response thereto, the Court held a status conference and re-scheduled the hearing for July 8, 2010. On July 8, 2010, the Court held a status conference and re-scheduled the hearing for July 20, 2010. On July 20, 2010, after the Debtors agreed on the record to the appointment of an examiner (the “Examiner”), the Court re-scheduled the hearing for September 7, 2010. Thereafter, based upon negotiations regarding the Plan, the Debtors requested to adjourn consideration of the Motion and the Court re-scheduled the hearing for September 24, 2010 and, then, to October 8, 2010. On October 6, 2010, the Debtors filed an amended Plan and the Proposed Disclosure Statement, and the Court scheduled the hearing for October 18, 2010. On the same day, the Debtors filed and served a notice of the October 18, 2010 hearing [Docket No. 5550] (the “Second Amended Disclosure Statement Notice”).

T. Actual notice of the Hearing and the deadline for filing objections to the Proposed Disclosure Statement was provided to the Notice Parties in accordance with Bankruptcy Rule 2002. The Disclosure Statement Notice, the Amended Disclosure Statement Notice, and the Second Amended Disclosure Statement Notice each constitute good and sufficient notice and no further notice is necessary.

U. The form and manner of notice of the time set for filing objections to, and the time, date, and place of, the Hearing to consider the approval of the Proposed Disclosure Statement was adequate and comports with due process and no further notice is necessary.

V. All notices to be provided pursuant to the procedures set forth herein are good and sufficient notice to all parties in interest of all matters pertinent hereto and of all matters pertinent to the Confirmation Hearing and no other or further notice need be provided.

W. The legal and factual bases set forth in the Motion establish just and sufficient cause to grant the relief requested therein.

NOW, THEREFORE, IT IS HEREBY ORDERED that:

1. The Motion is GRANTED as set forth herein.
2. All Objections, responses to, and statements and comments, if any, in opposition to the Proposed Disclosure Statement, other than those withdrawn with prejudice in their entirety prior to, or on the record at, the Hearing, are OVERRULED in their entirety.

Disclosure Statement

3. The Proposed Disclosure Statement contains adequate information in accordance with section 1125 of the Bankruptcy Code and is **APPROVED**.
4. All Objections, if any, to the Proposed Disclosure Statement that have not been withdrawn or resolved as provided for in the record of the Hearing are overruled.

Examiner's Final Report

5. The Examiner shall file his final report on or before November 1, 2010 and, within three (3) business days thereof, the Debtors shall make such report publicly available at www.kccllc.net/wamu.

Solicitation and Voting Procedures

Temporary Allowance / Disallowance of Claims

6. Solely for purposes of voting to accept or reject the Plan and not for the purpose of the allowance of, or distribution on account of, a Claim, and without prejudice to the rights of the Debtors in any other context, each Claim or Equity Interest within a Class of Claims or Equity Interests entitled to vote to accept or reject the Plan is temporarily allowed in an amount equal to the amount of such Claim as set forth in the Schedules, provided that:

- (a) If a proof of claim was timely filed in an amount that is liquidated, non-contingent, and undisputed, such claim is temporarily allowed for voting purposes in the amount set forth on the proof of claim, unless such claim is disputed as set forth in subparagraph (g) below;
- (b) If a proof of claim was timely filed in an amount that is contingent or unliquidated, such claim is accorded one vote and valued temporarily in the amount of one dollar (\$1.00), unless such claim is disputed as set forth in subparagraph (g) below;
- (c) If a claim has been estimated or otherwise allowed for voting purposes by order of the Bankruptcy Court, such claim is temporarily allowed in the amount so estimated or allowed by the Bankruptcy Court;
- (d) If a claim is listed in the Schedules as contingent, unliquidated, or disputed and a proof of claim was not (i) filed by the Bar Date or (ii) deemed timely filed by an order of the Bankruptcy Court prior to the Voting Deadline, such claim is disallowed for voting purposes and for purposes of allowance and distribution pursuant to Bankruptcy Rule 3003(c);
- (e) If a claim is listed in the Schedules or on a timely filed proof of claim as contingent, unliquidated, or disputed in part, such claim is temporarily allowed in the amount that is liquidated, non-contingent, and undisputed, unless such claim is disputed as set forth in subparagraph (g) below;
- (f) If a claim has been filed against multiple Debtors, each and every such related claim filed or to be filed in the chapter 11 cases is deemed filed against the consolidated Debtors and is deemed one claim against and obligation of the deemed consolidated Debtors and such claim is accorded one vote for voting purposes; and
- (g) If the Debtors have filed an objection to or request for estimation of a claim on or before the Voting Record Date, such claim is temporarily

disallowed, except as ordered by the Court before the Voting Deadline; provided, that, if the Debtors' objection seeks to reclassify or reduce the allowed amount of such claim, then such claim is temporarily allowed for voting purposes in the reduced amount and/or as reclassified, except as may be ordered by the Court before the Voting Deadline.

7. Notwithstanding the foregoing, WMB Senior Notes Claims shall be temporarily allowed for voting purposes only in an amount equal to the aggregate face value and interest accrued as of the Petition Date with respect to all WMB Senior Notes held by each holder of a WMB Senior Notes Claim as of October 18, 2010.

8. If any creditor seeks to challenge the allowance of its claim for voting purposes – i.e., the creditor believes it should be entitled to vote or believes it should be entitled to vote in a different class or amount – such creditor shall file with this Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such claim for voting purposes (a “Rule 3018(a) Motion”). Upon the filing of any such motion, such creditor's Ballot shall be counted in accordance with the above-designated guidelines unless temporarily allowed in a different amount by an order of this Court entered prior to or concurrent with entry of an order confirming the Plan. Any Rule 3018(a) Motion must be filed on or before the 10th day after service of notice of an objection or request for estimation, if any, as to that specific claim, but in any event no later than **October 25, 2010 at 4:00 p.m. (Eastern Time)**.

9. The deadline for the Debtors to respond to any Rule 3018(a) Motion is **November 4, 2010 at 4:00 p.m. (Eastern Time)**.

10. To the extent that a Rule 3018(a) Motion is filed and opposed by the Debtors, a hearing with respect thereto shall be held on **November 9, 2010 at 10:30 a.m. (Eastern Time)**.

11. A holder of a Disputed Claim will be deemed to have waived the right to elect to receive Reorganized Common Stock in lieu of some or all of the Creditor Cash or Cash

on account of Liquidating Trust Interests, as the case may be, attributable to any portion of such Disputed Claim that is allowed pursuant to a Final Order.

12. Each creditor that votes to accept or reject the Plan is deemed to have voted the full amount of its claim therefor.

The Voting Record Date

13. The Voting Record Date shall be set as **October 18, 2010**; provided, however, that solely for purposes of determining whether an entity is a holder of a WMB Senior Notes Claim entitled to vote on the Plan, the Voting Record Date for WMB Senior Notes Claims is the Bar Date.

14. The record holders of claims shall be determined, as of the Voting Record Date, based upon the records of the respective depository, the records of WMI, and the records of KCC. Accordingly, any notice of claim transfer received by a record holder of the Debtors' debt securities, WMI, KCC, or other similarly situated registrar after the Voting Record Date shall not be recognized for purposes of voting or receipt of Plan confirmation materials.

15. With respect to transfers of claims filed pursuant to Bankruptcy Rule 3001, the holder of a claim as of the Voting Record Date shall be the transferor of such claim and entitled to cast the ballot with respect to that claim unless the documentation evidencing such transfer was docketed by the Court on or before the Voting Record Date and no timely objection with respect to such transfer was filed by the transferor.

Solicitation Packages

16. The Solicitation Packages, as described in decretal paragraph 18 hereof, are **APPROVED**.

17. The Debtors shall mail the Solicitation Packages on or about **October 22, 2010**, but in any event not later than four (4) business days after the entry of this Order (the “Solicitation Date”), to (a) the U.S. Trustee, (b) counsel to the Creditors’ Committee; (c) counsel to the Equity Committee; (d) the SEC; (e) the IRS, (f) the Dep’t of Justice, (g) any other party requesting service of pleadings in these chapter 11 cases pursuant to Rule 2002, (h) all creditors who are listed on the Debtors’ Schedules or who have filed a proof of claim by the Bar Date, and (i) all equity interest holders.

18. If a creditor timely files a proof of claim at least **twenty (20) days** before the Voting Deadline but after the Solicitation Date, and such creditor did not previously receive a Solicitation Package, the Debtors shall send the creditor a Solicitation Package as soon as reasonably practicable.

19. Solicitation Packages shall contain a copy of –

- (a) This Order (without attachments);
- (b) The Confirmation Hearing Notice;
- (c) A CD-ROM containing the Disclosure Statement, which shall include the Plan and the Global Settlement Agreement as attachments;
- (d) Letters in support of or voicing opposition to the Plan, from the Debtors and various other constituencies;
- (e) If the recipient is entitled to vote on the Plan, a Ballot customized for such holder in the form described below, and a postage-prepaid return envelope; **OR**
- (f) If the recipient is entitled to exercise Subscription Rights, a Ballot customized for such holder in the form described below, a Subscription Form customized for such holder in the form described below, and a postage-prepaid return envelope; **OR**
- (g) If the recipient is a Non-Filing WMB Senior Note Holder, a Non-Filing WMB Senior Note Holder Election Form customized for such holder in the form described below, and postage-prepaid return envelope; **OR**

- (h) If the recipient is a Non-Voting Creditor or Interest Holder, then **only** the Confirmation Hearing Notice and a Notice of Non-Voting Status.

20. The Debtors may send the Disclosure Statement in a CD-ROM format instead of printed hard copies; provided, however, that, if service by CD-ROM imposes a hardship for any creditor, such creditor may submit to the Debtors a signed certification of hardship explaining why a paper copy should be provided to the creditor at the Debtors' cost. Upon receipt of a certification of hardship, the Debtors shall evaluate whether an actual hardship appears to exist and, in the event that it does, the Debtors will provide such creditor with a paper copy of the Plan, Disclosure Statement, and Settlement Agreement at no cost to the creditor within five (5) business days thereafter. If the Debtors determine that there is insufficient information to establish the existence of a hardship, the Debtors shall consult with the Creditors' Committee prior to making a final determination to deny any such request.

21. The Debtors shall not be required to send Solicitation Packages to creditors that have claims that have already been paid in full; provided, however, that, if, and to the extent that, any such creditor would be entitled to receive a Solicitation Package for any reason other than by virtue of the fact that such claim had been paid by the Debtors, then the Debtors shall send such creditor a Solicitation Package in accordance with the procedures set forth herein.

22. With respect to addressees from which Solicitation Packages are returned as undeliverable by the United States Postal Service, the Debtors are excused from mailing Solicitation Packages or any other materials related to voting or confirmation of the Plan to those entities listed at such addresses unless the Debtors are provided with accurate addresses for such entities before the Solicitation Date, and failure to mail Solicitation Packages or any other materials related to voting or confirmation of the Plan to such entities will not constitute

inadequate notice of the Confirmation Hearing or the Voting Deadline (as defined below) and shall not constitute a violation of Bankruptcy Rule 3017(d).

23. The Debtors are not required to distribute copies of the Plan or Disclosure Statement to any party to an executory contract who holds a claim that is not allowed, filed, or scheduled, or who holds a claim that is listed in the Schedules as contingent, unliquidated or disputed, unless such party makes a specific request in writing for same. The Debtors will distribute the Confirmation Hearing Notice to such counterparties to executory contracts that have not been assumed or rejected as of the Voting Record Date.

Ballots

24. The Ballots are **APPROVED**.

25. The Voting Deadline is set as **November 15, 2010 at 5:00 p.m. (Pacific Time)**.

26. All Ballots must be properly executed, completed, and delivered to KCC by first-class mail, overnight courier, or personal delivery, so that they are actually received by KCC no later than the Voting Deadline.

27. To holders of Allowed General Unsecured Claims in Class 12, the Debtors shall send a General Unsecured Ballot substantially in the form annexed hereto as Exhibit 4-1.

28. To holders of WMB Senior Notes Claims in Class 17A, the Debtors shall send a WMB Senior Notes Ballot substantially in the form annexed hereto as Exhibit 4-4.

29. To holders of Allowed Subordinated Claims in Class 18, the Debtors shall send a Subordinated Class Ballot substantially in the form annexed hereto as Exhibit 4-5.

30. To holders of Allowed Senior Notes Claims in Class 2, the Debtors shall send Ballots in substantially the same form as the General Ballot; provided, however, that, with

respect to entities that hold a claim for the benefit of one or more third parties (collectively, the “Voting Nominees”), the Debtors shall provide each Voting Nominee with a Class 2 Master Ballot substantially in the form attached hereto as Exhibit 4-6 and Solicitation Packages for each beneficial holder represented by the Voting Nominee which shall contain a Class 2 Beneficial Ballot substantially in the form attached hereto as Exhibit 4-7.

31. To holders of Allowed Senior Subordinated Notes Claims in Class 3, the Debtors shall send Ballots in substantially the same form as the General Ballot; provided, however, that, with respect to Voting Nominees, the Debtors shall provide each Voting Nominee with a Class 3 Master Ballot substantially in the form attached hereto as Exhibit 4-8 and Solicitation Packages for each beneficial holder represented by the Voting Nominee which shall contain a Class 3 Beneficial Ballot substantially in the form attached hereto as Exhibit 4-9.

32. To holders of Allowed CCB-1 Guarantees Claims and CCB-2 Guarantees Claims in Classes 14 and 15, respectively, the Debtors shall send a CCB Class Ballot substantially in the form annexed hereto as Exhibit 4-2; provided, however, that, with respect to Voting Nominees, the Debtors shall provide each Voting Nominee with a Class 16 Master Ballot substantially in the form attached hereto as Exhibit 4-10 and Solicitation Packages for each beneficial holder represented by the Voting Nominee which shall contain a Class 16 Beneficial Ballot substantially in the form attached hereto as Exhibit 4-11.

33. To holders of Allowed PIERS Claims in Class 16, the Debtors shall send Ballots in substantially the same form as the General Ballot; provided, however, that, with respect to Voting Nominees, the Debtors shall provide each Voting Nominee with a Class 16 Master Ballot substantially in the form attached hereto as Exhibit 4-12 and Solicitation Packages for each beneficial holder represented by the Voting Nominee which shall contain a Class 16

Beneficial Ballot substantially in the form attached hereto as Exhibit 4-13. Such Ballots shall be sent to the beneficial holders of the units representing the PIERS Preferred Securities and not to the Unit Agent, which beneficial holders shall complete such Ballots based upon the number of units they hold. To holders of PIERS Common Securities in Class 16, the Debtors shall send a PIERS Common Ballot substantially in the form annexed hereto as Exhibit 4-3.

34. To holders of REIT Series in Class 19, the Debtors shall send Ballots in substantially the same form as the General Ballot; provided, however, that, with respect to Voting Nominees, the Debtors shall provide each Voting Nominee with a Class 19 Master Ballot substantially in the form attached hereto as Exhibit 4-14 and Solicitation Packages for each beneficial holder represented by the Voting Nominee which shall contain a Class 19 Beneficial Ballot substantially based upon the form attached hereto as Exhibit 4-15; and, provided, further, that such beneficial holders shall complete such Ballots in the principal amount of the REIT Series that they hold.

35. To holders of Preferred Equity Interests in Class 20, the Debtors shall send Ballots in substantially the same form as the General Ballot; provided, however, that, with respect to Voting Nominees, the Debtors shall provide each Voting Nominee with a Class 20 Master Ballot substantially in the form attached hereto as Exhibit 4-16 and Solicitation Packages for each beneficial holder represented by the Voting Nominee which shall contain a Class 20 Beneficial Ballot substantially in the form attached hereto as Exhibit 4-17.

36. The Voting Nominee shall forward the Solicitation Package to the beneficial holder with instructions for the beneficial holder to return the Beneficial Ballot to the Voting Nominee. Upon return of the Beneficial Ballots, the Voting Nominee shall tabulate the Beneficial Ballots on a Master Ballot and return the Master Ballot to KCC. The Voting Nominee

shall provide the beneficial holder with the appropriate materials within **five (5) business** days of receipt of the Solicitation Packages.

37. The Debtors shall reimburse each Voting Nominee for its reasonable and customary costs and expenses associate with distribution of the Solicitation Packages and tabulation of the Beneficial Ballots.

Non-Filing WMB Senior Note Holder Election Form

38. To Non-Filing WMB Senior Note Holders, the Debtors shall send, through such holders' Voting Nominees, a Non-Filing WMB Senior Note Holder Election Form substantially in the form annexed hereto as Exhibit 7-1, which form is **APPROVED**. The Voting Nominee shall provide the beneficial holder with the appropriate materials within **five (5) business** days of receipt of the Solicitation Packages.

39. All Non-Filing WMB Senior Note Holder Election Forms received by beneficial holders must be properly executed, completed, and delivered to the proper Voting Nominees by first-class mail, overnight courier, or personal delivery, and the Voting Nominees shall send to KCC, so as to be received no later than the Voting Deadline, the Master Non-Filing WMB Senior Note Holder Election Form annexed hereto as Exhibit 7-2, which form is **APPROVED**, to transmit the elections of Non-Filing WMB Senior Note Holders.

Notices of Non-Voting Status

40. The Notices of Non-Voting Status are **APPROVED**.

41. To the Non-Voting Creditors whose claims are unimpaired pursuant to the Plan, the Debtors shall send a Notice of Non-Voting Status – Unimpaired Class substantially in the form attached hereto as Exhibit 5-1. To the Non-Voting Creditors and Interest Holders whose claims are impaired and not entitled to receive distributions under the Plan, the Debtors

shall send a Notice of Non-Voting Status – Impaired Class substantially in the form attached hereto as Exhibit 5-2. To creditors who are not allowed to vote in accordance with the terms of decretal paragraph 5 hererof, the Debtors shall send a Notice of Non-Voting Status substantially in the form attached hereto as Exhibit 5-3.

42. With respect to service of the Notice of Non-Voting Status – Impaired Class on the holders of the Debtors’ publicly-traded stock as reflected in the records maintained by the Debtors’ transfer agent(s) (the “Non-Voting Securities”), the Debtors shall send the Notices of Non-Voting Status as follows:

- (a) The Debtors shall provide any registered holders of Non-Voting Securities with a copy of the Notice of Non-Voting Status – Impaired Classes by first-class mail;
- (b) The Debtors shall provide the nominees with sufficient copies of the Notice of Non-Voting Status – Impaired Classes to forward to the Beneficial Holders of the Non-Voting Securities; and
- (c) The nominees shall then forward the Notice of Non-Voting Status – Impaired Classes or copies thereof to the Beneficial Holders of the Non-Voting Securities within five (5) business days of the receipt by such Non-Voting Nominees of the Notice of Non-Voting Status – Impaired Classes.

Tabulation Procedures

43. The following tabulation procedures are **APPROVED**:

- (a) Whenever a creditor casts more than one Ballot voting the same claim(s) before the Voting Deadline, the last valid Ballot received on or before the Voting Deadline shall be deemed to reflect the voter’s intent, and thus, to supersede any prior Ballot.
- (b) Whenever a creditor casts a Ballot that is properly completed, executed, and timely returned to KCC, but does not indicate either an acceptance or rejection of the Plan, the Ballot shall be deemed to reflect the voter’s intent to accept the Plan.
- (c) Except with respect to Master Ballots, whenever a creditor casts a Ballot that is properly completed, executed, and timely returned to KCC, but indicates both an acceptance and a rejection of the Plan, the Ballot shall be deemed to reflect the voter’s intent to accept the Plan.

- (d) A holder of claims shall be deemed to have voted the full amount of its claim in each class and shall not be entitled to split its vote within a particular class. Any Ballot (except a Master Ballot) that partially accepts and partially rejects the Plan shall be deemed to reflect the voter's intent to accept the Plan.
- (e) Whenever a holder of claims casts Ballots received by KCC on the same day, but which are voted inconsistently, such Ballots shall be deemed to reflect the voter's intent to accept the Plan.
- (f) The following Ballots shall not be counted:
 - 1. Any Ballot received after the Voting Deadline unless the Debtors shall have granted an extension of the Voting Deadline in writing with respect to such Ballot,
 - 2. Any Ballot that is illegible or contains insufficient information to permit the identification of the claimant,
 - 3. Any Ballot cast by a person or entity that does not hold a claim in a class that is entitled to vote to accept or reject the Plan,
 - 4. Any Ballot cast by a person who is not entitled to vote, even if such individual holds a claim in a voting class,
 - 5. Any unsigned Ballot,
 - 6. Any Ballot which the Bankruptcy Court determines, after notice and a hearing, that such vote was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code, or
 - 7. Any Ballot transmitted to KCC by facsimile or other means not specifically approved herein.
- (g) If a party that is entitled to vote has claims (either scheduled or filed or both) against both of the Debtors based on the same transaction (e.g.; a claim against one Debtor that was guaranteed by another Debtor), the Debtors propose that said party shall be entitled to one vote for numerosity purposes in a dollar amount based upon its claim against one of the Debtors.
- (h) A holder of claims in more than one (1) class must use separate Ballots for each class of claims.
- 44. With respect to Master Ballots submitted by Voting Nominees:

- (a) All Voting Nominees to which beneficial holders return their Ballots shall summarize on the Master Ballot all Ballots cast by the Beneficial Holders and return the Master Ballot to KCC; provided, however, that each Voting Nominee shall be required to retain the Ballots cast by the respective beneficial holders for inspection for a period of at least one (1) year following the Voting Deadline;
- (b) Votes cast by the Beneficial Holders through a Voting Nominee by means of a Master Ballot shall be applied against the positions held by such Voting Nominee as evidenced by a list of record holders provided by the respective depository and compiled as of the Voting Record Date; provided, however, that votes submitted by a Voting Nominee on a Master Ballot shall not be counted in excess of the position maintained by such Voting Nominee as of the Voting Record Date;
- (c) To the extent that there are over-votes submitted by a Voting Nominee, KCC will attempt to reconcile discrepancies with the Voting Nominee;
- (d) To the extent that over-votes on a Master Ballot are not reconciled prior to the preparation of the vote certification, KCC will apply the votes to accept and to reject the Plan in the same proportion as the votes to accept or reject the Plan submitted on the Master Ballot that contained the over-vote, but only to the extent of the position maintained by such Voting Nominee as of the Voting Record Date;
- (e) Multiple Master Ballots may be completed by a single Voting Nominee and delivered to KCC and such votes shall be counted, except to the extent that such votes are inconsistent with or are duplicative of other Master Ballots, in which case the latest dated Master Ballot received on or before the Voting Deadline shall supersede and revoke any prior Master Ballot; and
- (f) Each beneficial holder shall be deemed to have voted the full amount of its claim.

45. To assist in the solicitation process, KCC may, but is not obligated to, contact parties that submit incomplete or otherwise deficient ballots to cure such deficiencies.

Subscription Form

- 46. The Subscription Form is **APPROVED**.
- 47. The Rights Offering Record Date is **October 18, 2010**.

48. The Subscription Expiration Date is set as **November 29, 2010 at 5:00 p.m. (Pacific Time)**.

49. To holders of Allowed PIERS Claims in Class 16 entitled to exercise Subscription Rights, the Debtors shall send a Subscription Form substantially in the form annexed hereto as Exhibit 6-1.

50. All Subscription Forms received by beneficial holders must be properly executed, completed, and delivered to the proper Voting Nominees by first-class mail, overnight courier, or personal delivery, so that the Voting Nominees can communicate each holder's election information to the Rights Offering Agent and such information is actually received by the Rights Offering Agent on or before the Subscription Expiration Date.

51. In addition, each holder of an Allowed PIERS Claim choosing to exercise Subscription Rights must provide payment in full to the Voting Nominee, so that the Voting can forward such funds to the Debtors, such that the funds are actually received by the Debtors no later than one (1) Business Day after the Subscription Expiration Date.

Rights Offering Procedures

52. With respect to the Rights Offering, the procedures detailed in Article XXXIV of the Plan are **APPROVED**.

53. Pursuant to the Plan, payments made in accordance with the Rights Offering shall be deposited in and held by the Debtors in the Rights Offering Trust Account. The Rights Offering Trust Account will be a segregated account maintained by KCC, as Rights Offering Agent for the benefit of the Debtors, exclusively for the purpose of administration of the Rights Offering until the Effective Date or such other later date, at the option of the

Reorganized Debtors. The Debtors shall not use such funds for any other purpose and shall not encumber or permit such funds to be encumbered with any Lien or similar encumbrance.

54. The Debtors may adopt such additional procedures, consistent with the provisions of the Plan, to more efficiently administer the exercise of the Subscription Rights, as required.

55. All questions concerning the timeliness, viability, form, and eligibility of any exercise of Subscription Rights shall be determined by the Debtors, whose good-faith determinations shall be final and binding. The Debtors, in their reasonable discretion, may waive any defect or irregularity, or permit a defect or irregularity to be corrected within such times as they may determine, or reject the purported exercise of any Subscription Rights. Elections on Ballots shall be deemed not to have been received or accepted until all irregularities have been waived or cured within such time as the Debtors determine in their reasonable discretion.

Stock Election Notice

56. The Stock Election Notice Date is set as **November 22, 2010**.

57. On or prior to the Stock Election Notice Date, the Debtors shall file with the Court a notice that discloses, on a Class-by-Class basis, the percentage of Reorganized Common Stock elected by Classes 2, 3, 12, 14, 15 and 16 as a result of the right of election set forth in the Plan.

The Confirmation Hearing

58. The Confirmation Hearing will commence at **1:00 p.m. (Eastern Time) on December 1, 2010**; provided, however, that the Confirmation Hearing may be adjourned or continued from time to time by the Court or the Debtors without further notice other than

adjournments announced in open Court or as indicated in any notice of agenda of matters scheduled for hearing filed by the Debtors with the Court.

Objection Procedures

59. The Plan Objection Deadline to object or respond to confirmation of the Plan is set as **November 19, 2010 at 4:00 p.m. (Eastern Time)**.

60. Objections and responses, if any, to confirmation of the Plan, must (a) be in writing, (b) conform to the Bankruptcy Rules and the Local Rules, (c) set forth the name of the objecting party, the nature and amount of claims or interests held or asserted by the objecting party against the Debtors' estates or property, and (d) set forth the basis for the objection and the specific grounds therefor.

61. Registered users of this Court's case filing system must electronically file their objections and responses. All other parties in interest must file their objections and responses in writing with the Bankruptcy Court, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801 (Attn: Chambers of the Hon. Mary F. Walrath).

62. Any objection or response also must be served upon and received by:

- (a) Washington Mutual, Inc.
925 Fourth Avenue
Seattle, Washington 98104
Attn: Charles Edward Smith, Esq.;
- (b) Office of the U.S. Trustee for the District of Delaware
844 King Street, Suite 2207, Lockbox 35
Wilmington, Delaware 19899-0035
Attn: Jane Leamy, Esq.;
- (c) Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attn: Brian S. Rosen, Esq.;

- (d) Richards Layton & Finger P.A.
One Rodney Square
920 North King Street
Wilmington, Delaware 19899
Attn: Mark D. Collins, Esq.;
- (e) Quinn Emanuel Urquhart & Sullivan, LLP
55 Madison Avenue, 22nd Floor
New York, New York 10010
Attn: Peter Calamari, Esq.;
- (f) Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, New York 10036
Attn: Fred S. Hodara, Esq.;
- (g) Pepper Hamilton LLP
Hercules Plaza, Suite 5100
1313 N. Market Street
Wilmington, Delaware 19801
Attn: David B. Stratton, Esq.;
- (h) Susman Godfrey LLP
654 Madison Avenue, 5th Floor
New York, New York 10065
Attn: Stephen D Susman, Esq.;
- (i) Ashby & Geddes, P.A.
500 Delaware Avenue, 8th Floor
P.O. Box 1150
Wilmington, Delaware 19899
Attn: William P. Bowden, Esq.;
- (j) Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004
Attn: Stacey R. Friedman, Esq.; and
- (k) Landis Rath & Cobb LLP
919 Market Street, Suite 1800
P.O. Box 2087
Wilmington, Delaware 19899
Attn: Adam G. Landis, Esq.

no later than the Plan Objection Deadline. Pursuant to Bankruptcy Rule 3020(b), if no objection is timely filed, this Court may determine that the plan has been proposed in good faith and not by any means forbidden by law without receiving evidence on such issues.

63. The Debtors are authorized to file and serve replies or an omnibus reply to any such objections no later than **November 24, 2010 at 12:00 p.m.** The Debtors are relieved from the page limit set forth in Local Rule 7007-2(a)(iv) when filing any brief or declaration in support of Plan confirmation.

64. Objections to confirmation of the Plan that are not timely filed, served, and actually received in the manner set forth above shall not be considered and shall be deemed overruled.

Confirmation Hearing Notice

65. The notice substantially in the form annexed hereto as Exhibit 3 (the “Confirmation Hearing Notice”) is **APPROVED**.

66. The Debtors are authorized to publish the Confirmation Hearing Notice, within fifteen (15) business days of entry of this Order, or as soon thereafter as is reasonably practicable, in *The New York Times (National Edition)*, *The Wall Street Journal*, and *The Seattle Times*.

67. The Debtors are authorized, in their sole discretion, to take or refrain from taking any action necessary or appropriate to implement the terms of and the relief granted in this Order without seeking further order of the Court.

68. The Debtors are authorized to make nonsubstantive changes to the Disclosure Statement, the Plan, the Ballots, and related documents without further order of the Court, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes among the Disclosure Statement, the Plan and any other materials in the Solicitation Packages prior to mailing.

Dated: October ____, 2010
Wilmington, Delaware

UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

**Proposed Disclosure Statement, filed at Docket No. 5549
(with the Plan annexed thereto as Exhibit A)**

Exhibit 2

Disclosure Statement Notices

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

-----X
: **Chapter 11**
: **Case No. 08-12229 (MFW)**
: **(Jointly Administered)**
: **Objection Deadline: May 13, 2010 at 4:00 p.m. (ET)**
: **Hearing Date: May 19, 2010 at 11:30 a.m. (ET)**
-----X

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

**NOTICE OF HEARING TO CONSIDER APPROVAL OF
DISCLOSURE STATEMENT WITH RESPECT TO JOINT PLAN OF AFFILIATED
DEBTORS PURSUANT TO CHAPTER 11 OF THE UNITED STATES BANKRUPTCY CODE**

TO PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF:
Washington Mutual, Inc. (Case No. 08-12229 (MFW)) and
WMI Investment Corp. (Case No. 08-12228 (MFW)).

PLEASE TAKE NOTICE that, on March 26, 2010, Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “Debtors”), filed the Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code (as it may be amended, the “Plan”) and the related proposed Disclosure Statement for the Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the Bankruptcy Code (as it may be amended, the “Disclosure Statement”),² pursuant to section 1125 of title 11 of the United States Code (the “Bankruptcy Code”).

PLEASE TAKE FURTHER NOTICE that:

1. A hearing will be held before the Honorable Mary F. Walrath, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”), 824 North Market Street, 5th Floor, Wilmington, Delaware 19801, on **May 19, 2010 at 11:30 a.m. (Eastern Time)** (the “Hearing”) to consider the entry of an order, among other things, determining that the Disclosure Statement contains “adequate information” within the meaning ascribed to such term in section 1125 of the Bankruptcy Code and approving the Disclosure Statement.

2. Any party in interest wishing to obtain a copy of the Disclosure Statement and the Plan should contact Kurtzman Carson Consultants LLC at **(866) 381-9100**. Interested parties also may examine the Disclosure Statement and the Plan free of charge at www.kccllc.net/wamu. In addition, the Disclosure Statement and Plan are on file with the Court and may be examined by accessing the Court’s website: www.deb.uscourts.gov. Note that a PACER password and login are needed to access documents on the Court’s website. A PACER password can be obtained at: www.pacer.psc.uscourts.gov.

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 925 Fourth Avenue, Seattle, Washington 98104.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Disclosure Statement or, if not defined in the Disclosure Statement, in the Plan.

3. Objections, if any, to approval of the Disclosure Statement must (a) be in writing; (b) be in the English language; (c) state the name and address of the objecting party and the amount and nature of the claim or interest of such party; (d) state with particularity the basis and nature of any objection to the Disclosure Statement; and (e) be filed, together with proof of service, with the Court and served **so that they are actually received by the following parties no later than May 13, 2010 at 4:00 p.m. (Eastern Time): (i) the Debtors**, 925 Fourth Avenue, Seattle, Washington 98104 (Attn: Charles Edward Smith, Esq.), **(ii) Weil, Gotshal & Manges LLP**, 767 Fifth Avenue, New York, New York 10153 (Attn: Brian S. Rosen, Esq.), as counsel to the Debtors, **(iii) Richards Layton & Finger P.A.**, One Rodney Square, 920 North King Street, Wilmington, Delaware 19899 (Attn: Mark D. Collins, Esq.), as co-counsel to the Debtors, **(iv) Quinn Emanuel Urquhart & Sullivan, LLP**, 55 Madison Avenue, 22nd Floor, New York, New York 10010 (Attn: Peter Calamari, Esq.), as special litigation and conflicts counsel to the Debtors, **(v) the Office of the United States Trustee** for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19899-0035 (Attn: Joseph McMahon, Esq.), **(vi) Akin Gump Stauss Hauer & Feld LLP**, One Bryant Park, New York, New York 10036 (Attn: Fred S. Hodara, Esq.), as counsel to the Creditors' Committee, **(vii) Pepper Hamilton LLP**, Hercules Plaza Ste 5100, 1313 N. Market Street, Wilmington, Delaware 19801 (Attn: David B. Stratton, Esq.), as co-counsel to the Creditors' Committee, **(viii) Ashby & Geddes, P.A.**, 500 Delaware Avenue, 8th Floor, P.O. Box 1150, Wilmington, Delaware 19899 (Attn: William P. Bowden, Esq.), as co-counsel to the Equity Committee, **(ix) Sullivan & Cromwell LLP**, 125 Broad Street, New York, New York, 10004 (Attn: Stacey R. Friedman, Esq.), as counsel to JPMorgan Chase, and **(x) Landis Rath & Cobb LLP**, 919 Market Street, Suite 1800, P.O. Box 2087, Wilmington, Delaware 19899 (Attn: Adam G. Landis, Esq.), as co-counsel to JPMorgan Chase.

IF AN OBJECTION TO THE DISCLOSURE STATEMENT IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO THE DISCLOSURE STATEMENT OR THE ADEQUACY THEREOF AND MAY NOT BE HEARD AT THE HEARING.

4. Upon approval of the Disclosure Statement by the Bankruptcy Court, any party in interest that is entitled to vote on the Plan will receive a copy of the Disclosure Statement, the Plan and various documents related thereto, unless otherwise ordered by the Bankruptcy Court.

5. The Hearing may be adjourned from time to time without further notice to parties in interest other than by an announcement in Bankruptcy Court of such adjournment on the date scheduled for the Hearing or as indicated in any notice of agenda of matters scheduled for hearing filed by the Debtors with the Bankruptcy Court.

DATED: April 14, 2010
Wilmington, Delaware

<p>RICHARDS, LAYTON & FINGER, P.A. One Rodney Square 920 North King Street Wilmington, Delaware 19801 Telephone: (302) 651-7700 Facsimile: (302) 651-7701</p>	<p>WEIL, GOTSHAL & MANGES LLP 767 Fifth Avenue New York, New York 10153 Telephone: (212) 310-8000 Facsimile: (212) 310-8007</p>
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Attorneys for Debtors
and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

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In re: : **Chapter 11**

:

WASHINGTON MUTUAL, INC., et al.,¹ : **Case No. 08-12229 (MFW)**

:

Debtors. : **(Jointly Administered)**

:

: **Objection Deadline: May 28, 2010 at 4:00 p.m. (ET)**

: **Hearing Date: June 3, 2010 at 10:30 a.m. (ET)**

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**AMENDED NOTICE OF HEARING TO CONSIDER APPROVAL OF
DISCLOSURE STATEMENT WITH RESPECT TO SECOND
AMENDED JOINT PLAN OF AFFILIATED DEBTORS PURSUANT
TO CHAPTER 11 OF THE UNITED STATES BANKRUPTCY CODE**

TO PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF:
Washington Mutual, Inc. (Case No. 08-12229 (MFW)) and
WMI Investment Corp. (Case No. 08-12228 (MFW)).

PLEASE TAKE NOTICE that, on May 21, 2010, Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “Debtors”), filed the *Second Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code* [Docket No. 4241] (as it may be amended, the “Plan”) and the related proposed *Disclosure Statement for the Second Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code* [Docket No. 4242] (as it may be amended, the “Disclosure Statement”),² pursuant to section 1125 of title 11 of the United States Code (the “Bankruptcy Code”).

PLEASE TAKE FURTHER NOTICE that:

1. A hearing will be held before the Honorable Mary F. Walrath, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”), 824 North Market Street, 5th Floor, Wilmington, Delaware 19801, on **June 3, 2010 at 10:30 a.m. (Eastern Time)** (the “Hearing”) to consider the entry of an order, among other things, determining that the Disclosure Statement contains “adequate information” within the meaning ascribed to such term in section 1125 of the Bankruptcy Code and approving the Disclosure Statement.

2. Any party in interest wishing to obtain a copy of the Disclosure Statement and the Plan should contact Kurtzman Carson Consultants LLC at **(866) 381-9100**. Interested parties also may examine the Disclosure Statement and the Plan free of charge at www.kccllc.net/wamu. In addition, the Disclosure Statement and Plan are on file with the Court and may be examined by accessing the Court’s

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 925 Fourth Avenue, Seattle, Washington 98104.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Disclosure Statement or, if not defined in the Disclosure Statement, in the Plan



website: www.deb.uscourts.gov. Note that a PACER password and login are needed to access documents on the Court's website. A PACER password can be obtained at: www.pacer.psc.uscourts.gov.

3. The original deadline to file objections to the Disclosure Statement was May 14, 2010. Subsequently, the Debtors amended the Disclosure Statement and the Court continued the hearing date and permitted parties additional time to file supplemental objections to Disclosure Statement. Supplemental objections, if any, to approval of the Disclosure Statement must (a) be in writing; (b) be in the English language; (c) state the name and address of the objecting party and the amount and nature of the claim or interest of such party; (d) state with particularity the basis and nature of any objection to the Disclosure Statement; and (e) be filed, together with proof of service, with the Court and served **so that they are actually received by the following parties no later than May 28, 2010 at 4:00 p.m. (Eastern Time): (i) the Debtors**, 925 Fourth Avenue, Seattle, Washington 98104 (Attn: Charles E. Smith, Esq.), **(ii) Weil, Gotshal & Manges LLP**, 767 Fifth Avenue, New York, New York 10153 (Attn: Brian S. Rosen, Esq.), as counsel to the Debtors, **(iii) Richards Layton & Finger P.A.**, One Rodney Square, 920 North King Street, Wilmington, Delaware 19899 (Attn: Mark D. Collins, Esq.), as co-counsel to the Debtors, **(iv) Quinn Emanuel Urquhart & Sullivan, LLP**, 55 Madison Avenue, 22nd Floor, New York, New York 10010 (Attn: Peter Calamari, Esq.), as special litigation and conflicts counsel to the Debtors, **(v) the Office of the United States Trustee** for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19899-0035 (Attn: Joseph McMahon, Esq.), **(vi) Akin Gump Stauss Hauer & Feld LLP**, One Bryant Park, New York, New York 10036 (Attn: Fred S. Hodara, Esq.), as counsel to the Creditors' Committee, **(vii) Pepper Hamilton LLP**, Hercules Plaza Ste 5100, 1313 N. Market Street, Wilmington, Delaware 19801 (Attn: David B. Stratton, Esq.), as co-counsel to the Creditors' Committee, **(viii) Ashby & Geddes, P.A.**, 500 Delaware Avenue, 8th Floor, P.O. Box 1150, Wilmington, Delaware 19899 (Attn: William P. Bowden, Esq.), as co-counsel to the Equity Committee, **(ix) Susman Godfrey, L.L.P.**, 654 Madison Avenue, 5th Floor, New York, New York 10065 (Attn: Stephen D. Susman, Esq.), as co-counsel to the Equity Committee, **(x) Sullivan & Cromwell LLP**, 125 Broad Street, New York, New York, 10004 (Attn: Stacey R. Friedman, Esq.), as counsel to JPMorgan Chase, **(xi) Landis Rath & Cobb LLP**, 919 Market Street, Suite 1800, P.O. Box 2087, Wilmington, Delaware 19899 (Attn: Adam G. Landis, Esq.), as co-counsel to JPMorgan Chase, **(xii) DLA Piper US LLP**, 1251 Avenue of the Americas, New York, New York 10020 (Attn: Thomas Califano).

IF A SUPPLEMENTAL OBJECTION TO THE AMENDED DISCLOSURE STATEMENT IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO THE AMENDED DISCLOSURE STATEMENT OR THE ADEQUACY THEREOF AND MAY NOT BE HEARD AT THE HEARING.

4. Upon approval of the Disclosure Statement by the Bankruptcy Court, any party in interest that is entitled to vote on the Plan will receive a copy of the Disclosure Statement, the Plan and various documents related thereto, unless otherwise ordered by the Bankruptcy Court.

5. The Hearing may be adjourned from time to time without further notice to parties in interest other than by an announcement in Bankruptcy Court of such adjournment on the date scheduled for the Hearing or as indicated in any notice of agenda of matters scheduled for hearing filed by the Debtors with the Bankruptcy Court.

DATED: May 21, 2010
Wilmington, Delaware

RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
Telephone: (302) 651-7700
Facsimile: (302) 651-7701

WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for Debtors
and Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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In re : **Chapter 11**
: :
WASHINGTON MUTUAL, INC., et al.¹ : **Case No. 08-12229 (MFW)**
: :
: **(Jointly Administered)**
Debtors. :
: **Re: Docket Nos. 5548 & 5549**
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**NOTICE OF (A) FILING OF SIXTH AMENDED JOINT PLAN OF
AFFILIATED DEBTORS PURSUANT TO CHAPTER 11 OF THE UNITED
STATES BANKRUPTCY CODE; (B) FILING OF DISCLOSURE STATEMENT FOR
THE SIXTH AMENDED JOINT PLAN OF AFFILIATED DEBTORS
PURSUANT CHAPTER 11 OF THE UNITED STATES BANKRUPTCY CODE;
AND (C) HEARING ON MOTION OF DEBTORS FOR AN ORDER, PURSUANT TO
SECTIONS 105, 502, 1125, 1126, AND 1128 OF THE BANKRUPTCY CODE AND
BANKRUPTCY RULES 2002, 3003, 3017, 3018 AND 3020, (I) APPROVING THE
PROPOSED DISCLOSURE STATEMENT AND THE FORM AND MANNER OF THE
NOTICE OF THE DISCLOSURE STATEMENT HEARING, (II) ESTABLISHING
SOLICITATION AND VOTING PROCEDURES, (III) SCHEDULING A
CONFIRMATION HEARING, AND (IV) ESTABLISHING NOTICE AND OBJECTION
PROCEDURES FOR CONFIRMATION OF THE DEBTORS' JOINT PLAN**

PLEASE TAKE NOTICE that, on October 6, 2010, the Debtors filed the *Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code* [Docket No. 5548] (the "Sixth Amended Plan") with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").

PLEASE TAKE FURTHER NOTICE that, on October 6, 2010, the Debtors also filed the *Disclosure Statement for the Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code* [Docket No. 5549] (the "Sixth Amended Disclosure Statement") with the Bankruptcy Court.

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

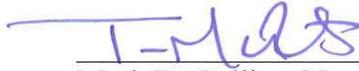


PLEASE TAKE FURTHER NOTICE that, for the convenience of parties in interest, attached hereto as Exhibit A is a blackline comparing the Sixth Amended Plan against the previous version filed on July 1, 2010 at Docket No. 4850. Attached hereto as Exhibit B is a blackline comparing the Sixth Amended Disclosure Statement against the previous version filed on July 1, 2010 at Docket No. 4851.

PLEASE TAKE FURTHER NOTICE that the previously scheduled hearing to consider the *Motion of Debtors for an Order, Pursuant to Sections 105, 502, 1125, 1126, and 1128 of the Bankruptcy Code and Bankruptcy Rules 2002, 3003, 3017, 3018 and 3020, (I) Approving the Proposed Disclosure Statement and the Form and Manner of the Notice of the Disclosure Statement Hearing, (II) Establishing Solicitation and Voting Procedures, (III) Scheduling A Confirmation Hearing, and (IV) Establishing Notice and Objection Procedures for Confirmation of the Debtors' Joint Plan* [Docket No. 3568] (the "Disclosure Statement Motion"), including the Sixth Amended Disclosure Statement, will now be held before The Honorable Mary F. Walrath at the Bankruptcy Court, 824 Market Street, 5th Floor, Courtroom 4, Wilmington, Delaware 19801 on **October 18, 2010 at 10:00 a.m. (prevailing Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that any response or objection to the Disclosure Statement Motion and the Sixth Amended Disclosure Statement must be filed in writing with the Bankruptcy Court, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801, and served upon and received by the undersigned counsel for the Debtors on or before **October 13, 2010 at 5:00 p.m. (prevailing Eastern Time)**.

Dated: October 6, 2010
Wilmington, Delaware



Mark D. Collins (No. 2981)
Chun I. Jang (No. 4790)
Travis A. McRoberts (No. 5274)
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-and-

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*Counsel for Debtors and Debtors in
Possession*

Exhibit 3

Confirmation Hearing Notice

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

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

**NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT;
(II) ESTABLISHMENT OF VOTING RECORD DATE;
(III) HEARING ON CONFIRMATION OF THE PLAN AND
PROCEDURES FOR OBJECTING TO CONFIRMATION OF THE PLAN;
AND (IV) PROCEDURES AND DEADLINE FOR VOTING ON THE PLAN**

TO PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF:
Washington Mutual, Inc. (Case No. 08-12229 (MFW)) and
WMI Investment Corp. (Case No. 08-12228 (MFW)).

PLEASE TAKE NOTICE that:

1. ***Approval of Disclosure Statement.*** On October 18, 2010, the United States Bankruptcy Court for the District of Delaware (the “Court”) entered an order (the “Order”), approving the Disclosure Statement for the Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of October 6, 2010 (as it may be further amended, the “Disclosure Statement”) ² of Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “Debtors”). The Order authorizes the Debtors to solicit votes to accept or reject the Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of October 6, 2010 (as it may be further amended, the “Plan”).
2. ***Confirmation Hearing.*** A hearing (the “Confirmation Hearing”) to consider confirmation of the Plan will commence at **1:00 p.m. (Eastern Time) on December 1, 2010**, before the Honorable Mary F. Walrath, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 5th Floor, Wilmington, Delaware 19801 (the “Bankruptcy Court”). The Confirmation Hearing may be adjourned or continued from time to time without further notice other than the announcement by the Debtors of the adjourned date(s) at the Confirmation Hearing or any continued hearing or as indicated in any notice of agenda of matters scheduled for hearing filed by the Debtors with the Bankruptcy Court. The Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing.
3. ***Record Date for Voting Purposes.*** The following creditors who hold claims against or interests in the Debtors as of October 18, 2010 (the “Voting Record Date”) are entitled to vote on the Plan:
 - a) record holders, as of the Voting Record Date, of claims listed on the Debtors’ schedules of liabilities, to the extent that such claims (i) are listed in an amount greater than zero and are not

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 925 Fourth Avenue, Seattle, Washington 98104.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Disclosure Statement or, if not defined in the Disclosure Statement, in the Plan.

identified as contingent, unliquidated or disputed, and (ii) have not been superseded by a filed proof of claim; and

- b) record holders as of the Voting Record Date, of claims, to the extent that such claims (i) are the subject of timely filed proofs of claim, (ii) have not been disallowed, expunged, disqualified or suspended prior to the Voting Record Date, and (iii) are not the subject of a pending claim objection or request for estimation as of October 18, 2010, unless a Rule 3018(a) Motion (as defined below) has been filed; provided, however, that the Voting Record Date for holders of WMB Senior Notes Claims shall be the Bar Date.

- 4. ***Voting Deadline.*** All votes to accept or reject the Plan must be actually received by the Debtors' voting and tabulation agent, Kurtzman Carson Consultants LLC, at the address set forth below, by no later than 5:00 p.m. (Pacific Time) on **November 15, 2010** (the "Voting Deadline"). Any failure to follow the voting instructions included with your Ballot may disqualify your Ballot and your vote.

Washington Mutual Ballot Processing
c/o Kurtzman Carson Consultants
2335 Alaska Avenue
El Segundo, California 90245

- 5. ***Parties in Interest Not Entitled to Vote.*** Holders of unimpaired claims in classes deemed to accept the Plan and holders of claims and equity interests in classes deemed to reject the Plan are not entitled to vote and will not receive a Ballot. Such holders will receive a Notice of Non-Voting Status rather than a Ballot. If you have timely filed a proof of claim and disagree with either (a) the Debtors' objection to your claim and believe that you should be entitled to vote on the Plan or (b) the Debtors' classification or request for estimation of your claim and believe that you should be entitled to vote on the Plan in a different amount or class, then you must serve on the parties identified in paragraph 6 below and file with the Court a motion (a "Rule 3018(a) Motion") for an order pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") temporarily allowing your claim in a different amount or in a different class for purposes of voting to accept or reject the Plan. All Rule 3018(a) Motions must be filed on or before the 10th day after service of notice of an objection or request for estimation, if any, as to your claim, but in no event later than **October 25, 2010**. As to any creditor filing a Rule 3018(a) Motion, such creditor's Ballot will not be counted except as may be otherwise ordered by the Bankruptcy Court. Creditors may contact Kurtzman Carson Consultants LLC at **(888) 830-4644** to receive an appropriate Ballot for any claim for which a proof of claim has been timely filed and a Rule 3018(a) Motion has been granted. Rule 3018(a) Motions that are not timely filed and served in the manner set forth above shall not be considered.

- 6. ***Objections to Confirmation.***

The deadline to object or respond to confirmation of the Plan is **November 19, 2010 at 4:00 p.m. (Eastern Time)** (the "Objection Deadline").

Objections and responses, if any, to confirmation of the Plan, must (a) be in writing, (b) conform to the Bankruptcy Rules and the Local Rules, (c) set forth the name of the objecting party, the nature and amount of claims or interests held or asserted by the objecting party against the Debtors' estates or property, and (d) provide the basis for the objection and the specific grounds therefore.

Registered users of the Bankruptcy Court's case filing system must electronically file their objections and responses. All other parties in interest must file their objections and responses in writing with the Bankruptcy Court, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801 (Attn: Chambers of the Hon. Mary F. Walrath).

Any objections or responses must also be served upon the following parties so as to be received by no later than the Objection Deadline:

<p><i>Debtors</i> Washington Mutual, Inc. 925 Fourth Avenue Seattle, Washington 98104 Attn: Charles Edward Smith, Esq.</p>	<p><i>Office of the U.S. Trustee</i> Office of the U.S. Trustee for the D. Del. 844 King Street, Suite 2207, Lockbox 35 Wilmington, Delaware 19899-0035 Attn: Jane Leamy, Esq.</p>
<p><i>Counsel to the Debtors</i> Weil, Gotshal & Manges LLP 767 Fifth Avenue New York, New York 10153 Attn: Brian S. Rosen, Esq.</p>	<p><i>Co-Counsel to the Debtors</i> Richards Layton & Finger P.A. One Rodney Square 920 North King Street Wilmington, Delaware 19899 Attn: Mark D. Collins, Esq.</p>
<p><i>Special Litigation and Conflicts Counsel to the Debtors</i> Quinn Emanuel Urquhart & Sullivan, LLP 55 Madison Avenue, 22nd Floor New York, New York 10010 Attn: Peter Calamari, Esq.</p>	
<p><i>Counsel to the Creditors' Committee</i> Akin Gump Strauss Hauer & Feld LLP One Bryant Park New York, New York 10036 Attn: Fred S. Hodara, Esq.</p>	<p><i>Co-Counsel to the Creditors' Committee</i> Pepper Hamilton LLP Hercules Plaza, Suite 5100 1313 N. Market Street Wilmington, Delaware 19801 Attn: David B. Stratton, Esq.</p>
<p><i>Counsel to the Equity Committee</i> Susman Godfrey LLP 654 Madison Avenue, 5th Floor New York, New York 10065 Attn: Stephen D. Susman, Esq.</p>	<p><i>Co-Counsel to the Equity Committee</i> Ashby & Geddes, P.A. 500 Delaware Avenue, 8th Floor P.O. Box 1150 Wilmington, Delaware 19899 Attn: William P. Bowden, Esq.</p>
<p><i>Counsel to JPMorgan Chase</i> Sullivan & Cromwell LLP 125 Broad Street New York, New York 10004 Attn: Stacey R. Friedman, Esq.</p>	<p><i>Co-Counsel to JPMorgan Chase</i> Landis Rath & Cobb LLP 919 Market Street, Suite 1800 P.O. Box 2087 Wilmington, Delaware 19899 Attn: Adam G. Landis, Esq.</p>

IF ANY OBJECTION TO CONFIRMATION OF THE PLAN IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN AND MAY NOT BE HEARD AT THE HEARING.

7. ***Parties That Will Not Be Entitled to Vote or Receive Any Distribution.*** Any holder of a claim that is scheduled in the Debtors' schedules of assets and liabilities, statements of financial affairs and schedules of executory contracts and unexpired leases at \$0, or in an unknown amount, or as disputed, contingent, or unliquidated, and that has not filed a timely proof of claim, shall not be treated as a creditor with respect to such claim for purposes of receiving distributions under the Plan. PLEASE NOTE THAT, NOTWITHSTANDING YOUR FAILURE TO FILE A PROOF OF CLAIM OR BE SCHEDULED, YOUR RIGHTS MAY NEVERTHELESS BE IMPAIRED BY THE PLAN.
8. ***Additional Information.*** Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement or the Plan should contact the Debtors' voting agent,

Kurtzman Carson Consultants LLC at (888) 830-4644. Interested parties may also examine the Disclosure Statement and the Plan free of charge at www.kccllc.net/wamu. In addition, the Disclosure Statement and Plan are on file with the Court and may be examined by accessing the Court's website: www.deb.uscourts.gov. Note that a PACER password and login are needed to access documents on the Court's website. A PACER password can be obtained at: www.pacer.psc.uscourts.gov.

9. *Executory Contracts.*

- a) ***Cure of Defaults for Assumed Executory Contracts and Unexpired Leases:*** Except to the extent that different treatment has been agreed to by the non-debtor party or parties to any executory contract or unexpired lease to be assumed or assumed and assigned pursuant to Section 36.1 of the Plan, the Debtors will within at least (20) days prior to the Confirmation Hearing, file with the Bankruptcy Court and serve by first class mail on each non-debtor party to such executory contracts or unexpired leases to be assumed pursuant to Section 36.1 of the Plan, a notice, which shall include the cure amount as to each executory contract or unexpired lease to be assumed or assumed and assigned. **If you are a party to such executory contracts or unexpired leases to be assumed or assumed and assigned by the Debtors, you must file and serve any objection to the assumption or the cure amounts listed by the Debtors within twenty (20) days of the date of service of such notice.** If there are any objections filed, the Bankruptcy Court shall hold a hearing on a date to be set by the Bankruptcy Court. Notwithstanding Section 36.1 of the Plan, the Debtors retain their rights to reject any of their executory contracts or unexpired leases that are subject to a dispute concerning the amounts necessary to cure any defaults as of the Effective Date.
- b) ***Bar Date for Filing Proofs of Claim Relating to Executory Contracts and Unexpired Leases Rejected Pursuant to the Plan:*** Proofs of Claim for damages, if any, arising out of the rejection of an executory contract or unexpired lease pursuant to the Plan, if not already evidenced by a filed proof of Claim, must be filed with the Bankruptcy Court and served upon the attorneys for the Debtors, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Brian S. Rosen, Esq.), or the Liquidating Trustee, no later than thirty (30) days after the later of (a) the date of entry of an order approving the rejection of such executory contract or unexpired lease, or (b) the date of entry of the Confirmation Order. **All such proofs of Claim not filed within such time will be forever barred from assertion against the Debtors, or their properties or agents, successors, or assigns, including, without limitation, the Reorganized Debtors and the Liquidating Trust.**

10. *Releases and Injunctions.*

The Plan contains releases of certain persons and entities, including, among others, the Debtors, certain of their creditors, JPMC, the Federal Deposit Insurance Corporation, and their respective officers, directors and representatives, all as more specifically set forth in the Plan, together with an injunction which, among other things, prevents all Entities, and each Related Person of such Entities, who have held, hold or may hold Claims or any other debt or liability that is discharged or Equity Interests or other right of equity interest that is terminated or cancelled pursuant to the Plan or the Global Settlement Agreement, or who have held, hold or may hold Claims or any other debt or liability that is discharged or released pursuant to Sections 43.2, 43.6, 43.7, or 43.8 of the Plan, from (a) commencing or continuing, directly or indirectly, in any manner, any action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) of any kind on any such Claim or other debt or liability or Equity Interest that is terminated or cancelled pursuant to the Plan against any of the Released Parties or any of their respective assets, property or estates, (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against any of the Released Parties or any of their respective assets, property or estates, (c) creating, perfecting, or enforcing any encumbrance of any kind against any of the Released Parties or any of their respective assets, property or estates, and (d) except to the extent provided, permitted or preserved by sections 553, 555, 556, 559 or 560 of the Bankruptcy Code or pursuant to the common law right of recoupment, asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from any of the Released Parties or any of their respective assets, property or estates, with respect to any such

Claim or other debt or liability that is discharged or Equity Interest or other right of equity interest that is terminated or cancelled pursuant to the Plan, including as follows:

“43.6 Releases by Holders of Claims and Equity Interests. Except as otherwise expressly provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, and except with respect to holders of WMB Senior Notes Claims and Non-Filing WMB Senior Note Holders who do not check the box labeled “Grant Plan Section 43.6 Release”, on the Effective Date, for good and valuable consideration, each Entity that has held, currently holds or may hold a Released Claim or any Equity Interest that is terminated, and each of its respective Related Persons, on their own behalf and on behalf of anyone claiming through them, on their behalf, or for their benefit, shall be deemed to have and hereby does irrevocably and unconditionally, fully, finally and forever waive, release, acquit and discharge each and all of the Released Parties from any and all Released Claims in connection with or related to any of the Debtors, the Reorganized Debtors, the Affiliated Banks, or their respective subsidiaries, assets, liabilities, operations, property or estates, the Chapter 11 Cases or the Plan or the Disclosure Statement, the assets to be received by JPMC pursuant to the Global Settlement Agreement, the Plan Contribution Assets, the Debtors’ Claims, the JPMC Claims, the FDIC Claim, the Purchase and Assumption Agreement, the WMI/WMB Intercompany Claims, any intercompany claims on the books of WMI or WMB related to the WaMu Pension Plan or the Lakeview Plan, claims related in any way to the Trust Preferred Securities (including, without limitation, the creation of the Trust Preferred Securities, the financing associated therewith, the requested assignment of the Trust Preferred Securities by the Office of Thrift Supervision and the transfer and the asserted assignment of the Trust Preferred Securities subsequent thereto), and/or any claim, act, fact, transaction, occurrence, statement, or omission in connection with or alleged in the Actions or in the Texas Litigation, or that could have been alleged in respect of the foregoing or other similar proceeding, including, without limitation, any such claim demand, right, liability, or cause of action for indemnification, contribution or any other basis in law or equity for damages, costs or fees incurred by the releasors herein arising directly or indirectly from or otherwise relating thereto; provided, however, that each Entity that has submitted a Ballot may elect, by checking the appropriate box on its Ballot, not to grant the releases set forth in Section 43.6 of the Plan with respect to those Released Parties other than (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Trustees, and (iv) the Creditors’ Committee and its members in such capacity and for their actions as members, their respective Related Persons, and their respective predecessors, successors and assigns (whether by operation of law or otherwise), in which case, such Entity that so elects to not grant the releases will not receive a distribution hereunder; and provided, further, that, because the Plan and the Global Settlement Agreement, and the financial contributions contained therein, are conditioned upon the aforementioned releases, and, as such, these releases are essential for the successful reorganization of the Debtors, pursuant to the Confirmation Order, those Entities that opt out of the releases provided hereunder shall be bound and shall receive the distributions they otherwise would be entitled to receive pursuant to the Plan; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, in connection with any legal action or claim brought by the United States Securities and Exchange Commission or (b) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) to the extent that (i) the Pension Plans are terminated from and after the Effective Date and (ii) the Pension Plans are underfunded as of the Effective Date, release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, from any liability as a fiduciary of the Pension Plans, under any law, government policy or regulatory provision, (b) enjoin or preclude the Pension Benefit Guaranty Corporation from enforcing such liability against such non-Debtor Entity during the applicable statute of limitations period set forth in 29 U.S.C. § 1303 following any such termination, or (c) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim. In addition to, and not in any way limiting the foregoing, each holder of an Allowed WMB Senior Notes Claim and each Accepting Non-Filing WMB Senior Notes Holder shall be deemed to have released the Debtors, the Reorganized Debtors, the Liquidating Trustee, and each of their respective Related Persons from any and all direct and derivative claims arising from or related to such holder’s WMB Senior Notes, as well as any misrepresentation or other similar claim for damages arising from the purchase or sale of such holder’s WMB Senior Notes (including, without limitation, any Section 510(b) Subordinated WMB Notes Claims that such holder may have).

“43.7 Injunction Related to Releases. Except as provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, as of the Effective Date, (i) all Entities that hold, have held, or may hold a Released Claim or Equity Interest relating to any of the Debtors or the Reorganized Debtors or any of their respective assets, property and estates, that is released pursuant to Section 43.6 of the Plan, (ii) all other parties in interest, and (iii) each of the Related Persons of each of the foregoing entities, are, and shall be, permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any of the following actions, whether directly or indirectly, derivatively or otherwise, on account of or based on the subject matter of such discharged Released Claims or such Equity Interests: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including, without limitation, any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order; (iii) creating, perfecting or in any way enforcing in any matter, directly or indirectly, any Lien; (iv) setting off, seeking

reimbursement or contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation owed to any Entity released under Section 43.6 hereof; and (v) commencing or continuing in any manner, in any place of any judicial, arbitration or administrative proceeding in any forum, that does not comply with or is inconsistent with the provisions of the Global Settlement Agreement, the Plan or the Confirmation Order.

“43.8 Exculpation. The Released Parties, members of the Plan Administration Committee and Plan Investment Committee of the WaMu Savings Plan, and each of their Related Persons shall not have or incur any liability to any Entity for any act taken or omitted to be taken in connection with the Chapter 11 Cases (including any actions taken by the Creditors’ Committee after the Effective Date), the formulation, preparation, dissemination, implementation, confirmation or approval of the Plan or any compromises or settlements contained therein, the Disclosure Statement related thereto, the Global Settlement Agreement, or any contract, instrument, release or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the Plan and the Global Settlement Agreement; provided, however, that the foregoing provisions of this Section 43.8 shall not affect the liability of any Entity that otherwise would result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted gross negligence or willful misconduct. Any of the foregoing parties in all respects shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.”

If you do not object to the Plan or if your objections are overruled, you will be bound by the confirmation of the Plan, and the Confirmation Order will make binding the releases and injunctions set forth therein as they relate to certain of the Released Parties. In addition, if you do not opt out of granting the releases on your Ballot as they relate to the opt-out Released Parties set forth in Section 43.6 of the Plan, the Confirmation Order may, nonetheless, make binding the releases and injunctions set forth therein. However, be advised that the Debtors, at the Confirmation Hearing, intend to seek enforcement of the releases, injunction and exculpation contained in the Global Settlement Agreement and in Section 43.6, 43.7 and 43.8 of the Plan as to all parties, regardless of whether you elect to opt out.

DATED: October __, 2010
Wilmington, Delaware

RICHARDS, LAYTON & FINGER, P.A. One Rodney Square 920 North King Street Wilmington, Delaware 19801 Telephone: (302) 651-7700 Facsimile: (302) 651-7701	WEIL, GOTSHAL & MANGES LLP 767 Fifth Avenue New York, New York 10153 Telephone: (212) 310-8000 Facsimile: (212) 310-8007
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Attorneys for Debtors
and Debtors in Possession

Exhibit 4-1

General Ballot for Class 12

IMPORTANT

You should review the Disclosure Statement and the Plan (including the Global Settlement Agreement) before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your claim or claims under the Plan.

All of your General Unsecured Claims against the Debtors have been placed in Class 12 under the Plan. If you hold claims in more than one class under the Plan, you will receive a Ballot for each class in which you are entitled to vote and must complete a separate Ballot for each such class of claims.

VOTING DEADLINE: 5:00 P.M. (Pacific Time) on November 15, 2010.

In order for your vote to be counted, the Ballot must be properly completed, signed, and returned so that it is actually received by the Voting Agent, Kurtzman Carson Consultants LLC, by no later than 5:00 p.m. (Pacific Time) on November 15, 2010, unless such time is extended by the Debtors. Please mail or deliver your Ballot to: Washington Mutual Ballot Processing, c/o Kurtzman Carson Consultants, 2335 Alaska Avenue, El Segundo, California 90245. **BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS OF TRANSMISSION.**

If your Ballot is not received by the Voting Agent on or before the Voting Deadline and such deadline is not extended by the Debtors, your vote will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on you whether or not you vote.

Your receipt of this Ballot does not signify that your claim(s) has been or will be allowed.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. REVIEW ITEM 1.
2. COMPLETE ITEM 2.
3. COMPLETE ITEM 3. NOTE THAT THIS ITEM IS OPTIONAL.
4. COMPLETE ITEM 4. NOTE THAT THIS ITEM IS OPTIONAL.
5. COMPLETE ITEM 5. NOTE THAT THIS ITEM IS OPTIONAL.
6. COMPLETE AND SIGN THE IRS FORM W-9 OR W-8 REQUESTED IN ITEM 6.
7. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 7.
8. **SIGN THE BALLOT.**
9. RETURN THE BALLOT IN THE PRE-ADDRESSED POSTAGE-PAID ENVELOPE (SO THAT IT IS RECEIVED BEFORE THE VOTING DEADLINE).
10. YOU MUST VOTE THE FULL AMOUNT OF THE ALLOWED PREPETITION CLAIM COVERED BY THIS BALLOT EITHER TO ACCEPT OR TO REJECT THE PLAN. YOU MAY NOT SPLIT YOUR VOTE.
11. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, WILL BE COUNTED AS AN ACCEPTANCE OF THE PLAN.

This Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than to cast votes to accept or reject the Plan.

**VOTING INSTRUCTIONS FOR COMPLETING THE BALLOT
FOR HOLDERS OF CLASS 12 (GENERAL UNSECURED CLAIMS)**

1. This Ballot is submitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan will be accepted by Class 12 if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class 12 that actually vote on the Plan. In the event that Class 12 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the holders of Claims in Class 12 and all other Classes of Claims or Equity Interests rejecting the Plan, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Equity Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby, and may be bound to the releases contained therein.
3. **Complete, sign, and return this Ballot to Kurtzman Carson Consultants LLC so that it is received by the Voting Agent by no later than 5:00 p.m. (Pacific Time) on November 15, 2010 (the “Voting Deadline”), unless such time is extended in writing by the Debtors.** Ballots must be delivered either by mail with the enclosed envelope or by hand delivery or overnight courier to the Voting Agent at the following address:

Washington Mutual Ballot Processing
c/o Kurtzman Carson Consultants
2335 Alaska Avenue
El Segundo, California 90245

Ballots will not be accepted by telecopy, facsimile, e-mail or other electronic means of transmission.

4. To properly complete the Ballot, you must follow the procedures described below:
 - a. if you have a Claim in Class 12, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;
 - b. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act);
 - c. if you also hold Claims in a Class other than Class 12, you may receive more than one Ballot, labeled for a different Class of Claims. Your vote will be counted in determining acceptance or rejection of the Plan by a particular Class of Claims only if you complete, sign, and return the Ballot labeled for that Class of Claims in accordance with the instructions on that Ballot;
 - d. if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;

- e. provide your name and mailing address;
- f. sign and date your Ballot, and provide the remaining information requested; and
- g. return your Ballot using the enclosed pre-addressed return envelope.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR IF YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT (888) 830-4644. COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT WWW.KCCLLC.NET/WAMU. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

ITEM 1. Amount of General Unsecured Claim. The face amount of your claim for voting purposes is:

\$ _____

ITEM 2. Vote on the Plan. The undersigned holder of a General Unsecured Claim in the amount identified in Item 1 above hereby votes to:

- Check one box: Accept the Plan
 Reject the Plan

ITEM 3. OPTIONAL – Opt-Out Election. By checking the box below, you elect NOT to grant the releases contained in Section 43.6 of the Plan as they relate to the opt-out release parties set forth in Section 43.6 of the Plan. Election to withhold consent is at your option. **Please be advised that if you elect NOT to grant the releases, you WILL NOT be entitled to a distribution under the Plan.** If you submit your Ballot without this box checked, you will be deemed to consent to the release. However, be advised that the Debtors, at the Confirmation Hearing, intend to seek enforcement of the releases, injunction, and exculpation contained in Sections 43.6, 43.7, and 43.8 of the Plan as to all parties regardless of whether you elect to opt out.

- Check the box: Elect to opt out

ITEM 4. OPTIONAL – Unsecured Convenience Class Election. By checking the box below, you elect to have your Claim reduced to \$50,000 and to be treated as a Convenience Claim against the Debtors, meaning that your Claim will be paid on the later of the Effective Date of the Plan, or the date such Convenience Claim becomes an Allowed Claim under the Plan, or as soon thereafter as is practicable, in Cash the full amount of such Allowed Convenience Claim. **If you elect to have your claim be treated as a Convenience Claim, (i) you will be deemed to have voted in favor of the Plan and the releases contained therein regardless of your elections in Items 2 and 3 above and (ii) you will be paid in full in Cash, and any election to receive Reorganized Common Stock in Item 5 below will be disregarded..**

- Check the box: Elect to have Claim treated as a Convenience Claim

ITEM 5. OPTIONAL – Exchange Election.

Commencing on the Effective Date, and subject to (a) the right of election described in the Plan and (b) the provisions of Section 32.1(a) of the Plan with respect to a Retention/Sale Transaction, each holder of an Allowed General Unsecured Claim shall be entitled to receive on account of such holder's Allowed General Unsecured Claim and Postpetition Interest Claim distributions in an aggregate amount equal to:

(i) such holder's *pro rata* share of Creditor Cash, and

(ii) such holder's *pro rata* share of Liquidating Trust Interests, in an aggregate amount equal to (a) such holder's Allowed General Unsecured Claim and (b) in the event that all Allowed Claims are paid in full, such holder's Postpetition Interest Claim.

Notwithstanding the foregoing, the Plan provides that each holder of an Allowed General Unsecured Claim shall be provided the right to elect, in its sole and absolute discretion, to receive Reorganized Common Stock (subject to adjustment based upon the amount of Reorganized Common Stock elected by holders of Allowed Senior Notes Claims and subject to dilution on account of the Rights Offering), in lieu of some or all of the Creditor Cash or Cash on account of Liquidating Trust Interests, as the case may be, that such holder otherwise is entitled to receive pursuant to the Plan. If you would like to make such an election, complete the information below.

- Check the box: Elect to receive Reorganized Common Stock in lieu of Creditor Cash

_____ % of such holder's *pro rata* share of Creditor Cash to be distributed as Reorganized Common Stock

- Check the box: Elect to receive Reorganized Common Stock in lieu of Cash to be received on account of Liquidating Trust Interests

_____ % of such holder's *pro rata* share of Liquidating Trust Interests to be distributed as Reorganized Common Stock

NOTE: To the extent a holder of an Allowed General Unsecured Claim receives Reorganized Common Stock, such holder's distribution of Creditor Cash or Cash to be received on account of Liquidating Trust Interests, as the case may be, shall be reduced on a dollar-for-dollar basis by the value of the Reorganized Common Stock so received (valued as of the Effective Date), so that the ultimate recovery percentage for each holder of an Allowed General Unsecured Claim is the same, regardless of whether a holder receives Reorganized Common Stock. Failure by any holder of an Allowed General Unsecured Claim to elect to exercise rights of election provided in the Plan and as described herein on or before the Voting Deadline shall constitute a deemed waiver and relinquishment of such rights by such holder. Any election made after the Voting Deadline shall not be binding upon the Debtors unless the Voting Deadline is waived, in writing, by the Debtors; provided, however, that under no circumstance may such waiver by the Debtors occur on or after the Effective Date. Any holder of an Allowed General Unsecured Claim electing to receive Reorganized Common Stock shall be subject to, and bound by a registration rights agreement, if any, a form of which will be filed with the Bankruptcy Court prior to the Voting Deadline.

NOTE: In the event that, as of the Effective Date, the Debtors have determined to enter into a Retention/Sale Transaction, all elections to receive Reorganized Common Stock **shall be deemed null and void and of no force or effect and no Reorganized Common Stock shall be issued pursuant to the Plan.**

ITEM 6. Important Tax Information Required – Potential Withholding. Distributions to holders of Claims by the Debtors or the Liquidating Trustee, and any subsequent amounts received by the Liquidating Trust allocable to a holder, are subject to any applicable tax withholding.

Under U.S. federal income tax law, interest and other reportable payments may, under certain circumstances, be subject to "backup withholding" at the then applicable backup withholding rate (currently 28%). Backup withholding generally applies if the holder (a) fails to furnish its social security number or other taxpayer identification number ("**TIN**"), (b) furnishes an incorrect TIN, (c) fails properly to report interest or dividends, or (d) under certain circumstances, fails to provide a certified statement, signed under penalty of perjury, that the TIN provided is its correct number and that it is a United States person that is not subject to backup withholding. Backup withholding is not an additional tax but merely an advance payment, which may be refunded to the extent it results in an overpayment of tax and the appropriate information is supplied to the IRS. Certain persons are exempt from backup withholding, including, in certain circumstances, corporations and financial institutions.

In addition, in the case of any Liquidating Trust Beneficiaries that are *not* U.S. persons, the Liquidating Trustee may be required to withhold up to 30% of the income or proceeds allocable to such persons, depending on the circumstances (including whether the type of income is subject to a lower treaty rate). Such withholding is not dependent on the Liquidating Trust distributing any cash or other proceeds.

To avoid unnecessary withholding, **each U.S. holder is required to properly complete and return the Substitute Form W-9 included at the end of this Ballot**, certifying that such holder is a U.S. person, that the TIN provided is correct, and that such holder is not subject to backup withholding, as per its instructions. Exempt persons should indicate their exempt status on the Substitute Form W-9 as per its instructions. **Each non-U.S. holder is required complete and return the applicable IRS Form W-8** (W-8BEN, W-8ECI or W-8IMY, as applicable), signed under penalties of perjury, certifying the holder's foreign status. These forms may be obtained from the IRS website (<http://www.irs.gov>). Holders should consult their tax advisors as to any qualification for exemption from backup withholding, or a lower rate of U.S. withholding under an applicable treaty or exemption, and the procedure for obtaining such exemption.

ITEM 7. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges that the undersigned has been provided with a copy of the Disclosure Statement, including all exhibits thereto. The undersigned certifies that (i) it is the holder of the General Unsecured Claim identified in Item 1 above as of October 18, 2010 and (ii) it has full power and authority to vote to accept or reject the Plan. The undersigned further acknowledges that the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement and the order of the Bankruptcy Court approving the Disclosure Statement and the procedures for the solicitation of votes to accept or reject the Plan contained therein. The undersigned further acknowledges that by voting to accept the Plan, any holder of a Claim against the Debtors is affirmatively agreeing to the various release and exculpation provisions of the Plan, which appear principally in Article 43 of the Plan and provide as follows:

"43.6 Releases by Holders of Claims and Equity Interests. Except as otherwise expressly provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, and except with respect to holders of WMB Senior Notes Claims and Non-Filing WMB Senior Note Holders who do not check the box labeled "Grant Plan Section 43.6 Release", on the

Effective Date, for good and valuable consideration, each Entity that has held, currently holds or may hold a Released Claim or any Equity Interest that is terminated, and each of its respective Related Persons, on their own behalf and on behalf of anyone claiming through them, on their behalf, or for their benefit, shall be deemed to have and hereby does irrevocably and unconditionally, fully, finally and forever waive, release, acquit and discharge each and all of the Released Parties from any and all Released Claims in connection with or related to any of the Debtors, the Reorganized Debtors, the Affiliated Banks, or their respective subsidiaries, assets, liabilities, operations, property or estates, the Chapter 11 Cases or the Plan or the Disclosure Statement, the assets to be received by JPMC pursuant to the Global Settlement Agreement, the Plan Contribution Assets, the Debtors' Claims, the JPMC Claims, the FDIC Claim, the Purchase and Assumption Agreement, the WMI/WMB Intercompany Claims, any intercompany claims on the books of WMI or WMB related to the WaMu Pension Plan or the Lakeview Plan, claims related in any way to the Trust Preferred Securities (including, without limitation, the creation of the Trust Preferred Securities, the financing associated therewith, the requested assignment of the Trust Preferred Securities by the Office of Thrift Supervision and the transfer and the asserted assignment of the Trust Preferred Securities subsequent thereto), and/or any claim, act, fact, transaction, occurrence, statement, or omission in connection with or alleged in the Actions or in the Texas Litigation, or that could have been alleged in respect of the foregoing or other similar proceeding, including, without limitation, any such claim demand, right, liability, or cause of action for indemnification, contribution or any other basis in law or equity for damages, costs or fees incurred by the releasors herein arising directly or indirectly from or otherwise relating thereto; provided, however, that each Entity that has submitted a Ballot may elect, by checking the appropriate box on its Ballot, not to grant the releases set forth in Section 43.6 of the Plan with respect to those Released Parties other than (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Trustees, and (iv) the Creditors' Committee and its members in such capacity and for their actions as members, their respective Related Persons, and their respective predecessors, successors and assigns (whether by operation of law or otherwise), in which case, such Entity that so elects to not grant the releases will not receive a distribution hereunder; and provided, further, that, because the Plan and the Global Settlement Agreement, and the financial contributions contained therein, are conditioned upon the aforementioned releases, and, as such, these releases are essential for the successful reorganization of the Debtors, pursuant to the Confirmation Order, those Entities that opt out of the releases provided hereunder shall be bound and shall receive the distributions they otherwise would be entitled to receive pursuant to the Plan; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, in connection with any legal action or claim brought by the United States Securities and Exchange Commission or (b) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) to the extent that (i) the Pension Plans are terminated from and after the Effective Date and (ii) the Pension Plans are underfunded as of the Effective Date, release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, from any liability as a fiduciary of the Pension Plans, under any law, government policy or regulatory provision, (b) enjoin or preclude the Pension Benefit Guaranty Corporation from enforcing such liability against such non-Debtor Entity during the applicable statute of limitations period set forth in 29 U.S.C. § 1303 following any such termination, or (c) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim. In addition to, and not in any way limiting the foregoing, each holder of an Allowed WMB Senior Notes Claim and each Accepting Non-Filing WMB Senior Notes Holder shall be deemed to have released the Debtors, the Reorganized Debtors, the Liquidating Trustee, and each of their respective Related Persons from any and all direct and derivative claims arising from or related to such holder's WMB Senior Notes, as well as any misrepresentation or other similar claim for damages arising from the purchase or sale of such holder's WMB Senior Notes (including, without limitation, any Section 510(b) Subordinated WMB Notes Claims that such holder may have).

“43.7 Injunction Related to Releases. Except as provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, as of the Effective Date, (i) all Entities that hold, have held, or may hold a Released Claim or Equity Interest relating to any of the Debtors or the Reorganized Debtors or any of their respective assets, property and estates, that is released pursuant to Section 43.6 of the Plan, (ii) all other parties in interest, and (iii) each of the Related Persons of each of the foregoing entities, are, and shall be, permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any of the following actions, whether directly or indirectly, derivatively or otherwise, on account of or based on the subject matter of such discharged Released Claims or such Equity Interests: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including, without limitation, any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order; (iii) creating, perfecting or in any way enforcing in any matter, directly or indirectly, any Lien; (iv) setting off, seeking reimbursement or contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation owed to any Entity released under Section 43.6 hereof; and (v) commencing or continuing in any manner, in any place of any judicial, arbitration or administrative proceeding in any forum, that does not comply with or is inconsistent with the provisions of the Global Settlement Agreement, the Plan or the Confirmation Order.

“43.8 Exculpation. The Released Parties, members of the Plan Administration Committee and Plan Investment Committee of the WaMu Savings Plan, and each of their Related Persons shall not have or incur any liability to any Entity for any act taken or omitted to be taken in connection with the Chapter 11 Cases (including any actions taken by the Creditors' Committee after the Effective Date), the formulation, preparation, dissemination, implementation, confirmation or approval of the Plan or any compromises or settlements contained therein, the Disclosure Statement related thereto, the Global Settlement Agreement, or any contract, instrument, release or other agreement or document provided for or contemplated in connection with the

consummation of the transactions set forth in the Plan and the Global Settlement Agreement; provided, however, that the foregoing provisions of this Section 43.8 shall not affect the liability of any Entity that otherwise would result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted gross negligence or willful misconduct. Any of the foregoing parties in all respects shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan."

Print or Type Name of Claimant: _____

Last Four (4) Digits of Social Security
or Federal Tax I.D. No. of Claimant: _____

Signature: _____

Name of Signatory (if different than claimant): _____

If by Authorized Agent, Title of Agent: _____

Street Address: _____

City, State and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

TO BE COMPLETED BY ALL U.S. HOLDERS

PAYOR:

<p>SUBSTITUTE</p> <p>Form W-9</p> <p>Department of the Treasury Internal Revenue Service (IRS)</p> <p>Request for Taxpayer Identification Number (TIN) and Certification</p>	<p>Name:</p> <p>_____</p> <p>Address:</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Check appropriate box:</p> <p>Individual/Sole Proprietor <input type="checkbox"/></p> <p>Partnership <input type="checkbox"/></p> <p>Limited Liability Company <input type="checkbox"/></p> <p>enter tax classification: (D = Disregarded entity, C = Corporation, P = Partnership) _____</p> <p>Corporation <input type="checkbox"/></p> <p>Other (specify) <input type="checkbox"/></p> <p>_____</p> <p>_____</p>
<p>PART I. Please provide your taxpayer identification number in the space at right. If awaiting TIN, write "Applied For" in space at right and complete the Certificate of Awaiting Taxpayer Identification Number below.</p>		<p align="center">SSN or EIN:</p> <p>_____</p>
<p>PART II: For Payees exempt from backup withholding, see the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" and complete as instructed therein. Exempt from Backup Withholding <input type="checkbox"/></p>		
<p>PART III: CERTIFICATION Under penalties of perjury, I certify that:</p> <p>(1) The number shown on this form is my correct Taxpayer Identification Number (or, as indicated, I am waiting for a number to be issued to me);</p> <p>(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and</p> <p>(3) I am a U.S. citizen or other U.S. person (including a U.S. resident alien).</p> <p>Certification Instructions—You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because you have failed to report all interest or dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding you received another notification from the IRS that you are no longer subject to backup withholding, do not cross out item (2).</p>		
<p>Signature: _____ Date: _____, 2009</p>		

**YOU MUST COMPLETE THE FOLLOWING CERTIFICATE
IF YOU WROTE "APPLIED FOR" IN PART I
OF THIS SUBSTITUTE FORM W-9 CERTIFICATE**

<p>CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER</p>
<p>I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (a) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office or (b) I intend to mail or deliver an application in the near future. I understand that if I do not provide my Taxpayer Identification Number by the time of payment, 28% of all reportable payments made to me will be withheld.</p>
<p>Signature: _____ Date: _____</p>

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF 28% OF ANY PAYMENTS MADE TO YOU PURSUANT TO PLAN. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

**GUIDELINES FOR CERTIFICATION OF TAXPAYER
IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9**

Guidelines for Determining the Proper Identification Number to Give the Payer—Social Security numbers have nine digits separated by two hyphens: i.e., 000-00-0000. Employer identification numbers have nine digits separated by only one hyphen: i.e., 00-0000000. The table below will help determine the number to give the payer.

For this type of account	Give the SOCIAL SECURITY number of:	For this type of account	Give the EMPLOYER IDENTIFICATION number of:
1. An individual	The individual	6. Sole proprietorship or disregarded entity not owned by an individual	The owner
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account(1)	7. A valid trust, estate, or pension trust	The legal entity(4)
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor(2)	8. Corporate or LLC electing corporate status on Form 8832	The corporation
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee(1)	9. Association, club, religious, charitable, educational or other tax exempt organization	The organization
b. So-called trust account that is not a legal or valid trust under state law	The actual owner(1)	10. Partnership or multimember LLC	The partnership
5. Sole proprietorship or disregarded entity owned by an individual	The owner(3)	11. A broker or registered nominee	The broker or nominee
		12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district or prison) that receives agricultural program payments	The public entity

- (1) List first and circle the name of the person whose number you furnish. If only one person on a joint account has a social security number, that person's number must be furnished.
- (2) Circle the minor's name and furnish the minor's social security number.
- (3) If you are an individual, you must show your individual name and you may also enter your business or "DBA" name on the second line. You may use either your social security number or employer identification number (if you have one), but the IRS encourages you to use your social security number.
- (4) List first and circle the name of the trust, estate or pension trust. (Do not furnish the identifying number of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

How to Obtain a TIN

If you do not have a taxpayer identification number or you do not know your number, obtain Form SS-5, Application for a Social Security Number Card, at the local office of the Social Security Administration (or the website www.ssa.gov) and apply for a social security number, or obtain Form W-7, Application for IRS Individual Taxpayer Identification Number, or Form SS-4, Application for Employer Identification Number, at the local office of the Internal Revenue Service (“IRS”) (or the website www.irs.gov) and apply for an individual taxpayer identification number or employer identification number, as applicable.

CAUTION: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Payees Exempt from Backup Withholding

Payees specifically exempted from backup withholding on all payments include the following:

1. An organization exempt from tax under section 501(a) of the Internal Revenue IRC of 1986, as amended (the “IRC”), an individual retirement plan, or a custodial account under section 403(b)(7) of the IRC if the account satisfies the requirements of section 401(f)(2) of the IRC.
2. The United States or any of its agencies or instrumentalities.
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
4. A foreign government or any of its political subdivisions, agencies or instrumentalities.
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation.
7. A foreign central bank of issue.
8. A dealer in securities or commodities required to register in the United States, the District of Columbia or a possession of the United States.
9. A futures commission merchant registered with the Commodity Futures Trading Commission.
10. A real estate investment trust.
11. An entity registered at all times during the tax year under the Investment Company Act of 1940, as amended.
12. A common trust fund operated by a bank under section 584(a) of the IRC.
13. A financial institution.
14. A middleman known in the investment community as a nominee or custodian.
15. A trust exempt from tax under section 664 of the IRC or described in section 4947 of the IRC.

Payments of dividends and patronage dividends not generally subject to backup withholding include the following:

- Payments to nonresident aliens subject to withholding under section 1441 of the IRC.
- Payments to partnerships not engaged in a trade or business in the United States and that have at least one non-resident alien partner.
- Payments of patronage dividends not paid in money.

- Payments made by certain foreign organizations.

The chart below shows two of the types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13; also, a person who regularly acts as a broker and who is registered under the Investment Advisers Act of 1940, as amended

Exempt payees should file the Substitute Form W-9 to avoid possible erroneous backup withholding. ENTER YOUR NAME ON THE APPROPRIATE LINE AND CHECK THE APPROPRIATE BOX FOR YOUR STATUS, THEN CHECK THE “EXEMPT PAYEE” BOX, SIGN AND DATE THE FORM, AND RETURN IT TO THE PAYER. Foreign payees who are not subject to backup withholding should complete the appropriate IRS Form W-8 and return it to the payer.

Privacy Act Notice

Section 6109 of the IRC requires most recipients of dividend, interest or other payments to give their correct taxpayer identification numbers to payers who must report the payments to the IRS. The IRS uses the numbers for identification purposes and to help verify the accuracy of tax returns. It may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia and U.S. possessions to carry out their tax laws. It may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, and to federal law enforcement and intelligence agencies to combat terrorism.

Payees must provide payers with their taxpayer identification numbers whether or not they are required to file tax returns. Payers must generally withhold 28% of taxable interest, dividend and certain other payments to a payee who does not furnish a taxpayer identification number to a payer. Certain penalties may also apply.

Penalties

1. **Penalty for Failure to Furnish Taxpayer Identification Number** — If you fail to furnish your correct taxpayer identification number to a payer, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.
2. **Civil Penalty for False Information With Respect to Withholding** — If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of \$500.
3. **Criminal Penalty for Falsifying Information** — Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.
4. **Misuse of TINs** — If the requestor discloses or uses TINs in violation of federal law, the requestor may be subject to civil and criminal penalties.

FOR ADDITIONAL INFORMATION, CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE.

Exhibit 4-2

General Ballot for Classes 14 and 15

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

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

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

**BALLOT FOR CLASS ____²
(CCB-[] GUARANTEES CLAIMS) (CUSIP NO. _____)**

Name of Debtor Entities and Case Numbers

WMI Investment Corp.	08-12228 (MFW)	Washington Mutual, Inc.	08-12229 (MFW)
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Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “*Debtors*”), each of which is identified above, are soliciting votes with respect to the Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of October 6, 2010 (as it may be further amended, the “*Plan*”), from the holders of certain impaired claims against the Debtors. The Plan is attached as Exhibit A to the Disclosure Statement for the Plan (as it may be amended, the “*Disclosure Statement*”). All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to such terms in the Plan.

If you are, as of October 18, 2010, the holder of a CCB-[] Guarantees Claim, please use this Ballot to cast your vote to accept or reject the Plan. The United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”) has approved the Disclosure Statement, which provides information to assist you in deciding how to vote on the Plan. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. If you have any questions on how to properly complete this Ballot, please contact Kurtzman Carson Consultants LLC (the “*Voting Agent*”) at (888) 830-4644. Please be advised that Kurtzman Carson Consultants LLC cannot provide legal advice.

Please note that the Debtors consented to, and the Bankruptcy Court directed, the appointment by the United States Trustee for the District of Delaware of Joshua R. Hochberg as examiner to conduct an investigation of the Debtors. The examiner will prepare a report summarizing its findings and such report, with the exception of any confidential information contained therein, will be made publicly available at www.kccllc.net/wamu prior to the deadline to vote on the Plan.

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 925 Fourth Avenue, Seattle, Washington 98104.

² [Note: This Ballot will be individualized for holders of: Allowed CCB-1 Guarantees Claims and Allowed CCB-2 Guarantees Claims in classes 14 and 15, respectively.]

IMPORTANT

You should review the Disclosure Statement and the Plan (including the Global Settlement Agreement) before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your claim or claims under the Plan.

All of your CCB-[] Guarantees Claims against the Debtors have been placed in Class __ under the Plan. If you hold claims in more than one class under the Plan, you will receive a Ballot for each class in which you are entitled to vote and must complete a separate Ballot for each such class of claims.

VOTING DEADLINE: 5:00 P.M. (Pacific Time) on November 15, 2010.

In order for your vote to be counted, the Ballot must be properly completed, signed, and returned so that it is actually received by the Voting Agent, Kurtzman Carson Consultants LLC, by no later than 5:00 p.m. (Pacific Time) on November 15, 2010, unless such time is extended by the Debtors. Please mail or deliver your Ballot to: Washington Mutual Ballot Processing, c/o Kurtzman Carson Consultants, 2335 Alaska Avenue, El Segundo, California 90245. **BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS OF TRANSMISSION.**

If your Ballot is not received by the Voting Agent on or before the Voting Deadline and such deadline is not extended by the Debtors, your vote will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on you whether or not you vote.

Your receipt of this Ballot does not signify that your claim(s) has been or will be allowed.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. REVIEW ITEM 1.
2. COMPLETE ITEM 2.
3. COMPLETE ITEM 3.
4. COMPLETE ITEM 4. NOTE THAT THIS ITEM IS OPTIONAL.
5. COMPLETE ITEM 5. NOTE THAT THIS ITEM IS OPTIONAL..
6. COMPLETE AND SIGN THE IRS FORM W-9 OR W-8 REQUESTED IN ITEM 6.
7. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 7.
8. **SIGN THE BALLOT.**
9. RETURN THE BALLOT IN THE PRE-ADDRESSED POSTAGE-PAID ENVELOPE (SO THAT IT IS RECEIVED BEFORE THE VOTING DEADLINE).
10. YOU MUST VOTE THE FULL AMOUNT OF THE ALLOWED CLAIM COVERED BY THIS BALLOT EITHER TO ACCEPT OR TO REJECT THE PLAN. YOU MAY NOT SPLIT YOUR VOTE.
11. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, WILL BE COUNTED AS AN ACCEPTANCE OF THE PLAN.

This Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than to cast votes to accept or reject the Plan.

**VOTING INSTRUCTIONS FOR COMPLETING THE BALLOT
FOR HOLDERS OF CLASS [] (CCB-[] GUARANTEES CLAIMS)**

1. This Ballot is submitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan will be accepted by Class ___ if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class ___ that actually vote on the Plan. In the event that Class ___ rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the holders of Claims in Class ___ and all other Classes of Claims or Equity Interests rejecting the Plan, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Equity Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby, and may be bound to the releases contained therein.
3. **Complete, sign, and return this Ballot to Kurtzman Carson Consultants LLC so that it is received by the Voting Agent by no later than 5:00 p.m. (Pacific Time) on November 15, 2010 (the “Voting Deadline”), unless such time is extended in writing by the Debtors.** Ballots must be delivered either by mail with the enclosed envelope or by hand delivery or overnight courier to the Voting Agent at the following address:

Washington Mutual Ballot Processing
c/o Kurtzman Carson Consultants
2335 Alaska Avenue
El Segundo, California 90245

Ballots will not be accepted by telecopy, facsimile, e-mail or other electronic means of transmission.

4. To properly complete the Ballot, you must follow the procedures described below:
 - a. if you have a Claim in Class ___, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;
 - b. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act);
 - c. if you also hold Claims in a Class other than Class ___, you may receive more than one Ballot, labeled for a different Class of Claims. Your vote will be counted in determining acceptance or rejection of the Plan by a particular Class of Claims only if you complete, sign, and return the Ballot labeled for that Class of Claims in accordance with the instructions on that Ballot;

- d. if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;
- e. provide your name and mailing address;
- f. sign and date your Ballot, and provide the remaining information requested; and
- g. return your Ballot using the enclosed pre-addressed return envelope.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR IF YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT (888) 830-4644. COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT WWW.KCCLLC.NET/WAMU. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

ITEM 1. Amount of CCB-[] Guarantees Claim. The face amount of your claim for voting purposes is:
\$ _____.

ITEM 2. Vote on the Plan. The undersigned holder of a CCB-[] Guarantees Claim in the amount identified in Item 1 above hereby votes to:

- Check one box: Accept the Plan
 Reject the Plan

ITEM 3. OPTIONAL – Opt-Out Election. By checking the box below, you elect NOT to grant the releases contained in Section 43.6 of the Plan as they relate to the opt-out release parties set forth in Section 43.6 of the Plan. Election to withhold consent is at your option. **Please be advised that if you elect NOT to grant the releases, you WILL NOT be entitled to a distribution under the Plan.** If you submit your Ballot without this box checked, you will be deemed to consent to the release. However, be advised that the Debtors, at the Confirmation Hearing, intend to seek enforcement of the releases, injunction, and exculpation contained in Sections 43.6, 43.7, and 43.8 of the Plan as to all parties regardless of whether you elect to opt out.

- Check the box: Elect to opt out

ITEM 4. OPTIONAL – Exchange Election.

Commencing on the Effective Date, and subject to (a) the right of election described in the Plan and (b) the provisions of Section 32.1(a) of the Plan with respect to a Retention/Sale Transaction, each holder of an Allowed CCB-[x] Guarantees Claim shall be entitled to receive on account of such Allowed CCB-[x] Guarantees Claim and Postpetition Interest Claim such holder's *pro rata* share of (i) Creditor Cash, and (ii) Liquidating Trust Interests, in an aggregate amount equal to (a) such holder's Allowed CCB-[x] Guarantees Claim and (b) in the event that all Allowed Claims are paid in full, such holder's Postpetition Interest Claim.

Notwithstanding the foregoing, the Plan provides that holders of Allowed CCB-[x] Guarantees Claims each shall be provided the right to elect, in their sole and absolute discretion, to receive Reorganized Common Stock (to the extent remaining after distribution to holders of Allowed Senior Notes Claims, Allowed General Unsecured Claims, and Allowed Senior Subordinated Notes Claims, subject to adjustment based upon the number of shares elected by holders of Allowed CCB-[y] Guarantees Claims, and subject to dilution on account of the Rights Offering), in lieu of some or all of the Creditor Cash or Cash on account of Liquidating Trust Interests, as the case may be, that such holder otherwise is entitled to receive pursuant to the Plan. If you would like to make such an election, complete the information below.

- Check the box: Elect to receive Reorganized Common Stock in lieu of Creditor Cash

_____ % of such holder's *pro rata* share of Creditor Cash to be distributed as Reorganized Common Stock

- Check the box: Elect to receive Reorganized Common Stock in lieu of Cash to be received on account of Liquidating Trust Interests

_____ % of such holder's *pro rata* share of Cash to be received on account of Liquidating Trust Interests to be distributed as Reorganized Common Stock

If the Plan and Confirmation Order provide that both (i) Reorganized Common Stock is subject to payover rights under the applicable contractual subordination provisions in the Indentures and Guarantee Agreements and (ii) such rights are exercisable individually per holder, please indicate below the percentage, if any, of such Reorganized Common Stock you would elect to receive

_____ % of such holder's *pro rata* share of remaining claim to be received on account of subordination and payover rights if held to be applicable and exercisable separately by each holder.

NOTE: To the extent a holder receives Reorganized Common Stock, such holder's distribution of Creditor Cash or Cash to be received on account of Liquidating Trust Interests, as the case may be, shall be reduced on a

dollar-for-dollar basis by the value of the Reorganized Common Stock so received (valued as of the Effective Date), so that the ultimate recovery percentage for each holder of an Allowed CCB-[x] Guarantees Claim is the same, regardless of whether a holder receives Reorganized Common Stock. Failure by any holder of an Allowed CCB-[x] Guarantees Claim to elect to exercise election rights on or before the Voting Deadline shall constitute a deemed waiver and relinquishment of such rights by such holder. Any election made after the Voting Deadline shall not be binding upon the Debtors unless the Voting Deadline is waived, in writing, by the Debtors; provided, however, that under no circumstance may such waiver by the Debtors occur on or after the Effective Date. Any holder electing to receive Reorganized Common Stock shall be subject to, and bound by a registration rights agreement, if any, a form of which will be filed with the Bankruptcy Court prior to the Voting Deadline if applicable.

NOTE: In the event that, as of the Effective Date, the Debtors have determined to enter into a Retention/Sale Transaction, all elections to receive Reorganized Common Stock **shall be deemed null and void and of no force or effect and no Reorganized Common Stock shall be issued pursuant to the Plan.**

Voting on the Plan or exercising an election shall not constitute or be deemed a waiver of any rights or remedies that any holder or Indenture Trustee may have with respect to subordination and subrogation rights arising under or with respect to the Senior Notes, Senior Subordinated Notes, CCB Guarantees, PIERS Common Securities and PIERS Preferred Securities, all of which rights and remedies shall be controlled and governed by the Indentures and Guarantee Agreements providing for and relating to such subordination and subrogation rights and nothing in the Plan or any annex, attachment, schedule or exhibit to the Plan, shall amend, modify or impair such rights (or any remedies in respect thereof) in any manner or fashion; provided, however, that any disagreement with the priorities or distributions set forth in the Plan or in the Subordination Model shall be raised prior to, and decided at, the Confirmation Hearing, and all issues with respect to contractual subordination and subrogation not resolved at the Confirmation Hearing shall be governed pursuant to the Subordination Model or, if the decision of the Bankruptcy Court at the Confirmation Hearing differs from the Subordination Model, then all issues with respect to contractual subordination and subrogation shall be governed pursuant to such decision.

ITEM 6. Important Tax Information Required – Potential Withholding. Distributions to holders of Claims by the Debtors or the Liquidating Trustee, and any subsequent amounts received by the Liquidating Trust allocable to a holder, are subject to any applicable tax withholding.

Under U.S. federal income tax law, interest and other reportable payments may, under certain circumstances, be subject to “backup withholding” at the then applicable backup withholding rate (currently 28%). Backup withholding generally applies if the holder (a) fails to furnish its social security number or other taxpayer identification number (“**TIN**”), (b) furnishes an incorrect TIN, (c) fails properly to report interest or dividends, or (d) under certain circumstances, fails to provide a certified statement, signed under penalty of perjury, that the TIN provided is its correct number and that it is a United States person that is not subject to backup withholding. Backup withholding is not an additional tax but merely an advance payment, which may be refunded to the extent it results in an overpayment of tax and the appropriate information is supplied to the IRS. Certain persons are exempt from backup withholding, including, in certain circumstances, corporations and financial institutions.

In addition, in the case of any Liquidating Trust Beneficiaries that are *not* U.S. persons, the Liquidating Trustee may be required to withhold up to 30% of the income or proceeds allocable to such persons, depending on the circumstances (including whether the type of income is subject to a lower treaty rate). Such withholding is not dependent on the Liquidating Trust distributing any cash or other proceeds.

To avoid unnecessary withholding, **each U.S. holder is required to properly complete and return the Substitute Form W-9 included at the end of this Ballot**, certifying that such holder is a U.S. person, that the TIN provided is correct, and that such holder is not subject to backup withholding, as per its instructions. Exempt persons should indicate their exempt status on the Substitute Form W-9 as per its instructions. **Each non-U.S. holder is required complete and return the applicable IRS Form W-8** (W-8BEN, W-8ECI or W-8IMY, as applicable), signed under penalties of perjury, certifying the holder’s foreign status. These forms may be obtained from the IRS website (<http://www.irs.gov>). Holders should consult their tax advisors as to any qualification for exemption from backup withholding, or a lower rate of U.S. withholding under an applicable treaty or exemption, and the procedure for obtaining such exemption.

ITEM 7. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges that the undersigned has been provided with a copy of the Disclosure Statement, including all exhibits thereto. The undersigned certifies that (i) it is the holder of the CCB-[] Guarantees Claims identified in Item 1 above as of

October 18, 2010 and (ii) it has full power and authority to vote to accept or reject the Plan. The undersigned further acknowledges that the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement and the order of the Bankruptcy Court approving the Disclosure Statement and the procedures for the solicitation of votes to accept or reject the Plan contained therein. The undersigned further acknowledges that by voting to accept the Plan, any holder of a Claim against the Debtors is affirmatively agreeing to the various release and exculpation provisions of the Plan, which appear principally in Article 43 of the Plan and provide as follows:

“43.6 Releases by Holders of Claims and Equity Interests. Except as otherwise expressly provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, and except with respect to holders of WMB Senior Notes Claims and Non-Filing WMB Senior Note Holders who do not check the box labeled “Grant Plan Section 43.6 Release”, on the Effective Date, for good and valuable consideration, each Entity that has held, currently holds or may hold a Released Claim or any Equity Interest that is terminated, and each of its respective Related Persons, on their own behalf and on behalf of anyone claiming through them, on their behalf, or for their benefit, shall be deemed to have and hereby does irrevocably and unconditionally, fully, finally and forever waive, release, acquit and discharge each and all of the Released Parties from any and all Released Claims in connection with or related to any of the Debtors, the Reorganized Debtors, the Affiliated Banks, or their respective subsidiaries, assets, liabilities, operations, property or estates, the Chapter 11 Cases or the Plan or the Disclosure Statement, the assets to be received by JPMC pursuant to the Global Settlement Agreement, the Plan Contribution Assets, the Debtors' Claims, the JPMC Claims, the FDIC Claim, the Purchase and Assumption Agreement, the WMI/WMB Intercompany Claims, any intercompany claims on the books of WMI or WMB related to the WaMu Pension Plan or the Lakeview Plan, claims related in any way to the Trust Preferred Securities (including, without limitation, the creation of the Trust Preferred Securities, the financing associated therewith, the requested assignment of the Trust Preferred Securities by the Office of Thrift Supervision and the transfer and the asserted assignment of the Trust Preferred Securities subsequent thereto), and/or any claim, act, fact, transaction, occurrence, statement, or omission in connection with or alleged in the Actions or in the Texas Litigation, or that could have been alleged in respect of the foregoing or other similar proceeding, including, without limitation, any such claim demand, right, liability, or cause of action for indemnification, contribution or any other basis in law or equity for damages, costs or fees incurred by the releasors herein arising directly or indirectly from or otherwise relating thereto; provided, however, that each Entity that has submitted a Ballot may elect, by checking the appropriate box on its Ballot, not to grant the releases set forth in Section 43.6 of the Plan with respect to those Released Parties other than (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Trustees, and (iv) the Creditors' Committee and its members in such capacity and for their actions as members, their respective Related Persons, and their respective predecessors, successors and assigns (whether by operation of law or otherwise), in which case, such Entity that so elects to not grant the releases will not receive a distribution hereunder; and provided, further, that, because the Plan and the Global Settlement Agreement, and the financial contributions contained therein, are conditioned upon the aforementioned releases, and, as such, these releases are essential for the successful reorganization of the Debtors, pursuant to the Confirmation Order, those Entities that opt out of the releases provided hereunder shall be bound and shall receive the distributions they otherwise would be entitled to receive pursuant to the Plan; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, in connection with any legal action or claim brought by the United States Securities and Exchange Commission or (b) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) to the extent that (i) the Pension Plans are terminated from and after the Effective Date and (ii) the Pension Plans are underfunded as of the Effective Date, release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, from any liability as a fiduciary of the Pension Plans, under any law, government policy or regulatory provision, (b) enjoin or preclude the Pension Benefit Guaranty Corporation from enforcing such liability against such non-Debtor Entity during the applicable statute of limitations period set forth in 29 U.S.C. § 1303 following any such termination, or (c) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim. In addition to, and not in any way limiting the foregoing, each holder of an Allowed WMB Senior Notes Claim and each Accepting Non-Filing WMB Senior Notes Holder shall be deemed to have released the Debtors, the Reorganized Debtors, the Liquidating Trustee, and each of their respective Related Persons from any and all direct and derivative claims arising from or related to such holder's WMB Senior Notes, as well as any misrepresentation or other similar claim for damages arising from the purchase or sale of such holder's WMB Senior Notes (including, without limitation, any Section 510(b) Subordinated WMB Notes Claims that such holder may have).

“43.7 Injunction Related to Releases. Except as provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, as of the Effective Date, (i) all Entities that hold, have held, or may hold a Released Claim or Equity Interest relating to any of the Debtors or the Reorganized Debtors or any of their respective assets, property and estates, that is released pursuant to Section 43.6 of the Plan, (ii) all other parties in interest, and (iii) each of the Related Persons of each of the foregoing entities, are, and shall be, permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any of the following actions, whether directly or indirectly, derivatively or otherwise, on account of or based on the subject matter of such discharged Released Claims or such Equity Interests: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including, without limitation, any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order; (iii) creating, perfecting or in any way enforcing in any matter, directly or indirectly, any Lien; (iv) setting off, seeking reimbursement or contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any

amount against any liability or obligation owed to any Entity released under Section 43.6 hereof; and (v) commencing or continuing in any manner, in any place of any judicial, arbitration or administrative proceeding in any forum, that does not comply with or is inconsistent with the provisions of the Global Settlement Agreement, the Plan or the Confirmation Order.

“43.8 **Exculpation.** The Released Parties, members of the Plan Administration Committee and Plan Investment Committee of the WaMu Savings Plan, and each of their Related Persons shall not have or incur any liability to any Entity for any act taken or omitted to be taken in connection with the Chapter 11 Cases (including any actions taken by the Creditors’ Committee after the Effective Date), the formulation, preparation, dissemination, implementation, confirmation or approval of the Plan or any compromises or settlements contained therein, the Disclosure Statement related thereto, the Global Settlement Agreement, or any contract, instrument, release or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the Plan and the Global Settlement Agreement; provided, however, that the foregoing provisions of this Section 43.8 shall not affect the liability of any Entity that otherwise would result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted gross negligence or willful misconduct. Any of the foregoing parties in all respects shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.”

Print or Type Name of Claimant: _____

Last Four (4) Digits of Social Security
or Federal Tax I.D. No. of Claimant: _____

Signature: _____

Name of Signatory (if different than claimant): _____

If by Authorized Agent, Title of Agent: _____

Street Address: _____

City, State and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

TO BE COMPLETED BY ALL U.S. HOLDERS

PAYOR:

<p>SUBSTITUTE</p> <p>Form W-9</p> <p>Department of the Treasury Internal Revenue Service (IRS)</p> <p>Request for Taxpayer Identification Number (TIN) and Certification</p>	<p>Name:</p> <p>_____</p> <p>Address:</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Check appropriate box:</p> <p>Individual/Sole Proprietor <input type="checkbox"/></p> <p>Partnership <input type="checkbox"/></p> <p>Limited Liability Company <input type="checkbox"/></p> <p>enter tax classification: (D = Disregarded entity, C = Corporation, P = Partnership) _____</p> <p>Corporation <input type="checkbox"/></p> <p>Other (specify) <input type="checkbox"/></p> <p>_____</p> <p>_____</p>
<p>PART I. Please provide your taxpayer identification number in the space at right. If awaiting TIN, write "Applied For" in space at right and complete the Certificate of Awaiting Taxpayer Identification Number below.</p>		<p align="center">SSN or EIN:</p> <p>_____</p>
<p>PART II: For Payees exempt from backup withholding, see the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" and complete as instructed therein. Exempt from Backup Withholding <input type="checkbox"/></p>		
<p>PART III: CERTIFICATION Under penalties of perjury, I certify that:</p> <p>(1) The number shown on this form is my correct Taxpayer Identification Number (or, as indicated, I am waiting for a number to be issued to me);</p> <p>(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and</p> <p>(3) I am a U.S. citizen or other U.S. person (including a U.S. resident alien).</p> <p>Certification Instructions—You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because you have failed to report all interest or dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding you received another notification from the IRS that you are no longer subject to backup withholding, do not cross out item (2).</p>		
<p>Signature: _____ Date: _____, 2009</p>		

**YOU MUST COMPLETE THE FOLLOWING CERTIFICATE
IF YOU WROTE "APPLIED FOR" IN PART I
OF THIS SUBSTITUTE FORM W-9 CERTIFICATE**

<p>CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER</p>
<p>I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (a) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office or (b) I intend to mail or deliver an application in the near future. I understand that if I do not provide my Taxpayer Identification Number by the time of payment, 28% of all reportable payments made to me will be withheld.</p>
<p>Signature: _____ Date: _____</p>

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF 28% OF ANY PAYMENTS MADE TO YOU PURSUANT TO PLAN. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

**GUIDELINES FOR CERTIFICATION OF TAXPAYER
IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9**

Guidelines for Determining the Proper Identification Number to Give the Payer—Social Security numbers have nine digits separated by two hyphens: i.e., 000-00-0000. Employer identification numbers have nine digits separated by only one hyphen: i.e., 00-0000000. The table below will help determine the number to give the payer.

For this type of account	Give the SOCIAL SECURITY number of:	For this type of account	Give the EMPLOYER IDENTIFICATION number of:
1. An individual	The individual	6. Sole proprietorship or disregarded entity not owned by an individual	The owner
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account(1)	7. A valid trust, estate, or pension trust	The legal entity(4)
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor(2)	8. Corporate or LLC electing corporate status on Form 8832	The corporation
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee(1)	9. Association, club, religious, charitable, educational or other tax exempt organization	The organization
b. So-called trust account that is not a legal or valid trust under state law	The actual owner(1)	10. Partnership or multimember LLC	The partnership
5. Sole proprietorship or disregarded entity owned by an individual	The owner(3)	11. A broker or registered nominee	The broker or nominee
		12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district or prison) that receives agricultural program payments	The public entity

- (1) List first and circle the name of the person whose number you furnish. If only one person on a joint account has a social security number, that person's number must be furnished.
- (2) Circle the minor's name and furnish the minor's social security number.
- (3) If you are an individual, you must show your individual name and you may also enter your business or "DBA" name on the second line. You may use either your social security number or employer identification number (if you have one), but the IRS encourages you to use your social security number.
- (4) List first and circle the name of the trust, estate or pension trust. (Do not furnish the identifying number of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

How to Obtain a TIN

If you do not have a taxpayer identification number or you do not know your number, obtain Form SS-5, Application for a Social Security Number Card, at the local office of the Social Security Administration (or the website www.ssa.gov) and apply for a social security number, or obtain Form W-7, Application for IRS Individual Taxpayer Identification Number, or Form SS-4, Application for Employer Identification Number, at the local office of the Internal Revenue Service (“IRS”) (or the website www.irs.gov) and apply for an individual taxpayer identification number or employer identification number, as applicable.

CAUTION: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Payees Exempt from Backup Withholding

Payees specifically exempted from backup withholding on all payments include the following:

1. An organization exempt from tax under section 501(a) of the Internal Revenue IRC of 1986, as amended (the “IRC”), an individual retirement plan, or a custodial account under section 403(b)(7) of the IRC if the account satisfies the requirements of section 401(f)(2) of the IRC.
2. The United States or any of its agencies or instrumentalities.
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
4. A foreign government or any of its political subdivisions, agencies or instrumentalities.
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation.
7. A foreign central bank of issue.
8. A dealer in securities or commodities required to register in the United States, the District of Columbia or a possession of the United States.
9. A futures commission merchant registered with the Commodity Futures Trading Commission.
10. A real estate investment trust.
11. An entity registered at all times during the tax year under the Investment Company Act of 1940, as amended.
12. A common trust fund operated by a bank under section 584(a) of the IRC.
13. A financial institution.
14. A middleman known in the investment community as a nominee or custodian.
15. A trust exempt from tax under section 664 of the IRC or described in section 4947 of the IRC.

Payments of dividends and patronage dividends not generally subject to backup withholding include the following:

- Payments to nonresident aliens subject to withholding under section 1441 of the IRC.
- Payments to partnerships not engaged in a trade or business in the United States and that have at least one non-resident alien partner.
- Payments of patronage dividends not paid in money.

- Payments made by certain foreign organizations.

The chart below shows two of the types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13; also, a person who regularly acts as a broker and who is registered under the Investment Advisers Act of 1940, as amended

Exempt payees should file the Substitute Form W-9 to avoid possible erroneous backup withholding. ENTER YOUR NAME ON THE APPROPRIATE LINE AND CHECK THE APPROPRIATE BOX FOR YOUR STATUS, THEN CHECK THE “EXEMPT PAYEE” BOX, SIGN AND DATE THE FORM, AND RETURN IT TO THE PAYER. Foreign payees who are not subject to backup withholding should complete the appropriate IRS Form W-8 and return it to the payer.

Privacy Act Notice

Section 6109 of the IRC requires most recipients of dividend, interest or other payments to give their correct taxpayer identification numbers to payers who must report the payments to the IRS. The IRS uses the numbers for identification purposes and to help verify the accuracy of tax returns. It may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia and U.S. possessions to carry out their tax laws. It may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, and to federal law enforcement and intelligence agencies to combat terrorism.

Payees must provide payers with their taxpayer identification numbers whether or not they are required to file tax returns. Payers must generally withhold 28% of taxable interest, dividend and certain other payments to a payee who does not furnish a taxpayer identification number to a payer. Certain penalties may also apply.

Penalties

1. **Penalty for Failure to Furnish Taxpayer Identification Number** — If you fail to furnish your correct taxpayer identification number to a payer, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.
2. **Civil Penalty for False Information With Respect to Withholding** — If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of \$500.
3. **Criminal Penalty for Falsifying Information** — Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.
4. **Misuse of TINs** — If the requestor discloses or uses TINs in violation of federal law, the requestor may be subject to civil and criminal penalties.

FOR ADDITIONAL INFORMATION, CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE.

Exhibit 4-3

General Ballot for Class 16 PIERS Common Securities

IMPORTANT

You should review the Disclosure Statement and the Plan (including the Global Settlement Agreement) before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your claim or claims under the Plan.

All of your PIERS Claims against the Debtors have been placed in Class 16 under the Plan. If you hold claims in more than one class under the Plan, you will receive a Ballot for each class in which you are entitled to vote and must complete a separate Ballot for each such class of claims.

VOTING DEADLINE: 5:00 P.M. (Pacific Time) on November 15, 2010.

In order for your vote to be counted, the Ballot must be properly completed, signed, and returned so that it is actually received by the Voting Agent, Kurtzman Carson Consultants LLC, by no later than 5:00 p.m. (Pacific Time) on November 15, 2010, unless such time is extended by the Debtors. Please mail or deliver your Ballot to: Washington Mutual Ballot Processing, c/o Kurtzman Carson Consultants, 2335 Alaska Avenue, El Segundo, California 90245. **BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS OF TRANSMISSION.**

If your Ballot is not received by the Voting Agent on or before the Voting Deadline and such deadline is not extended by the Debtors, your vote will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on you whether or not you vote.

Your receipt of this Ballot does not signify that your claim(s) has been or will be allowed.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. REVIEW ITEM 1.
2. COMPLETE ITEM 2.
3. COMPLETE ITEM 3. NOTE THAT THIS ITEM IS OPTIONAL.
4. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 4.
5. **SIGN THE BALLOT.**
6. RETURN THE BALLOT IN THE PRE-ADDRESSED POSTAGE-PAID ENVELOPE (SO THAT IT IS RECEIVED BEFORE THE VOTING DEADLINE).
7. YOU MUST VOTE THE FULL AMOUNT OF THE ALLOWED PREPETITION CLAIM COVERED BY THIS BALLOT EITHER TO ACCEPT OR TO REJECT THE PLAN. YOU MAY NOT SPLIT YOUR VOTE.
8. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, WILL BE COUNTED AS AN ACCEPTANCE OF THE PLAN.

This Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than to cast votes to accept or reject the Plan.

**VOTING INSTRUCTIONS FOR COMPLETING THE BALLOT
FOR HOLDERS OF CLASS 16 (PIERS CLAIMS)**

1. This Ballot is submitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan will be accepted by Class 16 if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class 16 that actually vote on the Plan. In the event that Class 16 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the holders of Claims in Class 16 and all other Classes of Claims or Equity Interests rejecting the Plan, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Equity Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby, and may be bound to the releases contained therein.
3. **Complete, sign, and return this Ballot to Kurtzman Carson Consultants LLC so that it is received by the Voting Agent by no later than 5:00 p.m. (Pacific Time) on November 15, 2010 (the “Voting Deadline”), unless such time is extended in writing by the Debtors.** Ballots must be delivered either by mail with the enclosed envelope or by hand delivery or overnight courier to the Voting Agent at the following address:

Washington Mutual Ballot Processing
c/o Kurtzman Carson Consultants
2335 Alaska Avenue
El Segundo, California 90245

Ballots will not be accepted by telecopy, facsimile, e-mail or other electronic means of transmission.

4. To properly complete the Ballot, you must follow the procedures described below:
 - a. if you have a Claim in Class 16, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;
 - b. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act);
 - c. if you also hold Claims in a Class other than Class 16, you may receive more than one Ballot, labeled for a different Class of Claims. Your vote will be counted in determining acceptance or rejection of the Plan by a particular Class of Claims only if you complete, sign, and return the Ballot labeled for that Class of Claims in accordance with the instructions on that Ballot;
 - d. if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;

- e. provide your name and mailing address;
- f. sign and date your Ballot, and provide the remaining information requested; and
- g. return your Ballot using the enclosed pre-addressed return envelope.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR IF YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT (888) 830-4644. COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT WWW.KCCLLC.NET/WAMU. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

ITEM 1. Amount of units representing PIERS Common Securities held. The number of your units representing PIERS Common Securities for voting purposes is:

\$ _____

ITEM 2. Vote on the Plan. The undersigned holder of units representing PIERS Common Securities in the amount identified in Item 1 above hereby votes to:

- Check one box: Accept the Plan
 Reject the Plan

ITEM 3. OPTIONAL – Opt-Out Election. By checking the box below, you elect NOT to grant the releases contained in Section 43.6 of the Plan as they relate to the opt-out release parties set forth in Section 43.6 of the Plan. Election to withhold consent is at your option. **Please be advised that if you elect NOT to grant the releases, you WILL NOT be entitled to a distribution under the Plan.** If you submit your Ballot without this box checked, you will be deemed to consent to the release. However, be advised that the Debtors, at the Confirmation Hearing, intend to seek enforcement of the releases, injunction, and exculpation contained in Sections 43.6, 43.7, and 43.8 of the Plan as to all parties regardless of whether you elect to opt out.

- Check the box: Elect to opt out

ITEM 4. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges that the undersigned has been provided with a copy of the Disclosure Statement, including all exhibits thereto. The undersigned certifies that (i) it is the holder of the units representing PIERS Common Securities identified in Item 1 above as of October 18, 2010 and (ii) it has full power and authority to vote to accept or reject the Plan. The undersigned further acknowledges that the Debtors’ solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement and the order of the Bankruptcy Court approving the Disclosure Statement and the procedures for the solicitation of votes to accept or reject the Plan contained therein. The undersigned further acknowledges that by voting to accept the Plan, any holder of a Claim against the Debtors is affirmatively agreeing to the various release and exculpation provisions of the Plan, which appear principally in Article 43 of the Plan and provide as follows:

“43.6 **Releases by Holders of Claims and Equity Interests.** Except as otherwise expressly provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, and except with respect to holders of WMB Senior Notes Claims and Non-Filing WMB Senior Note Holders who do not check the box labeled “Grant Plan Section 43.6 Release”, on the Effective Date, for good and valuable consideration, each Entity that has held, currently holds or may hold a Released Claim or any Equity Interest that is terminated, and each of its respective Related Persons, on their own behalf and on behalf of anyone claiming through them, on their behalf, or for their benefit, shall be deemed to have and hereby does irrevocably and unconditionally, fully, finally and forever waive, release, acquit and discharge each and all of the Released Parties from any and all Released Claims in connection with or related to any of the Debtors, the Reorganized Debtors, the Affiliated Banks, or their respective subsidiaries, assets, liabilities, operations, property or estates, the Chapter 11 Cases or the Plan or the Disclosure Statement, the assets to be received by JPMC pursuant to the Global Settlement Agreement, the Plan Contribution Assets, the Debtors’ Claims, the JPMC Claims, the FDIC Claim, the Purchase and Assumption Agreement, the WMI/WMB Intercompany Claims, any intercompany claims on the books of WMI or WMB related to the WaMu Pension Plan or the Lakeview Plan, claims related in any way to the Trust Preferred Securities (including, without limitation, the creation of the Trust Preferred Securities, the financing associated therewith, the requested assignment of the Trust Preferred Securities by the Office of Thrift Supervision and the transfer and the asserted assignment of the Trust Preferred Securities subsequent thereto), and/or any claim, act, fact, transaction, occurrence, statement, or omission in connection with or alleged in the Actions or in the Texas Litigation, or that could have been alleged in respect of the foregoing or other similar proceeding, including, without limitation, any such claim demand, right, liability, or cause of action for indemnification, contribution or any other basis in law or equity for damages, costs or fees incurred by the releasors herein arising directly or indirectly from or otherwise relating thereto; provided, however, that each Entity that has submitted a Ballot may elect, by checking the appropriate box on its Ballot, not to grant the releases set forth in Section 43.6 of the Plan with respect to those Released Parties other than (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Trustees, and (iv) the Creditors’ Committee and its members in such capacity and for their actions as members, their respective Related Persons, and their respective predecessors, successors and assigns (whether by operation of law or otherwise), in which case, such Entity that so elects to not grant the releases will not receive a distribution hereunder; and provided, further, that, because the Plan and the Global Settlement Agreement, and the financial contributions contained therein, are conditioned upon the aforementioned releases, and, as such, these releases are essential for the successful reorganization of the Debtors, pursuant to the Confirmation Order, those Entities that opt out of the releases provided hereunder shall be bound and shall receive the distributions they otherwise would be entitled to receive pursuant to the Plan; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, in connection with any legal action or claim brought by the United States Securities and Exchange

Commission or (b) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) to the extent that (i) the Pension Plans are terminated from and after the Effective Date and (ii) the Pension Plans are underfunded as of the Effective Date, release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, from any liability as a fiduciary of the Pension Plans, under any law, government policy or regulatory provision, (b) enjoin or preclude the Pension Benefit Guaranty Corporation from enforcing such liability against such non-Debtor Entity during the applicable statute of limitations period set forth in 29 U.S.C. § 1303 following any such termination, or (c) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim. In addition to, and not in any way limiting the foregoing, each holder of an Allowed WMB Senior Notes Claim and each Accepting Non-Filing WMB Senior Notes Holder shall be deemed to have released the Debtors, the Reorganized Debtors, the Liquidating Trustee, and each of their respective Related Persons from any and all direct and derivative claims arising from or related to such holder's WMB Senior Notes, as well as any misrepresentation or other similar claim for damages arising from the purchase or sale of such holder's WMB Senior Notes (including, without limitation, any Section 510(b) Subordinated WMB Notes Claims that such holder may have).

“43.7 Injunction Related to Releases. Except as provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, as of the Effective Date, (i) all Entities that hold, have held, or may hold a Released Claim or Equity Interest relating to any of the Debtors or the Reorganized Debtors or any of their respective assets, property and estates, that is released pursuant to Section 43.6 of the Plan, (ii) all other parties in interest, and (iii) each of the Related Persons of each of the foregoing entities, are, and shall be, permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any of the following actions, whether directly or indirectly, derivatively or otherwise, on account of or based on the subject matter of such discharged Released Claims or such Equity Interests: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including, without limitation, any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order; (iii) creating, perfecting or in any way enforcing in any matter, directly or indirectly, any Lien; (iv) setting off, seeking reimbursement or contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation owed to any Entity released under Section 43.6 hereof; and (v) commencing or continuing in any manner, in any place of any judicial, arbitration or administrative proceeding in any forum, that does not comply with or is inconsistent with the provisions of the Global Settlement Agreement, the Plan or the Confirmation Order.

“43.8 Exculpation. The Released Parties, members of the Plan Administration Committee and Plan Investment Committee of the WaMu Savings Plan, and each of their Related Persons shall not have or incur any liability to any Entity for any act taken or omitted to be taken in connection with the Chapter 11 Cases (including any actions taken by the Creditors' Committee after the Effective Date), the formulation, preparation, dissemination, implementation, confirmation or approval of the Plan or any compromises or settlements contained therein, the Disclosure Statement related thereto, the Global Settlement Agreement, or any contract, instrument, release or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the Plan and the Global Settlement Agreement; provided, however, that the foregoing provisions of this Section 43.8 shall not affect the liability of any Entity that otherwise would result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted gross negligence or willful misconduct. Any of the foregoing parties in all respects shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.”

Print or Type Name of Claimant: _____

Last Four (4) Digits of Social Security
or Federal Tax I.D. No. of Claimant: _____

Signature: _____

Name of Signatory (if different than claimant): _____

If by Authorized Agent, Title of Agent: _____

Street Address: _____

City, State and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

Exhibit 4-4

General Ballot for Class 17A

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

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

**BALLOT FOR CLASS 17A
(WMB SENIOR NOTES CLAIMS)**

Name of Debtor Entities and Case Numbers

WMI Investment Corp.	08-12228 (MFW)	Washington Mutual, Inc.	08-12229 (MFW)
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Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “**Debtors**”), each of which is identified above, are soliciting votes with respect to the Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of October 6, 2010 (as it may be further amended, the “**Plan**”), from the holders of certain impaired claims against the Debtors. The Plan is attached as Exhibit A to the Disclosure Statement for the Plan (as it may be amended, the “**Disclosure Statement**”). All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to such terms in the Plan.

If you are, as of March 31, 2009, a holder of a WMB Senior Notes Claim, please use this Ballot to cast your vote to accept or reject the Plan. The United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) has approved the Disclosure Statement, which provides information to assist you in deciding how to vote on the Plan. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. If you have any questions on how to properly complete this Ballot, please contact Kurtzman Carson Consultants LLC (the “**Voting Agent**”) at (888) 830-4644. Please be advised that Kurtzman Carson Consultants LLC cannot provide legal advice.

Please also note that the Debtors consented to, and the Bankruptcy Court directed, the appointment by the United States Trustee for the District of Delaware of Joshua R. Hochberg as examiner to conduct an investigation of the Debtors. The examiner will prepare a report summarizing its findings and such report, with the exception of any confidential information contained therein, will be made publicly available at www.kccllc.net/wamu prior to the deadline to vote on the Plan.

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 925 Fourth Avenue, Seattle, Washington 98104.

IMPORTANT

You should review the Disclosure Statement and the Plan (including the Global Settlement Agreement) before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your claim or claims under the Plan.

Your WMB Senior Notes Claim against the Debtors has been placed in Class 17A under the Plan. If you hold claims in more than one class under the Plan, you will receive a Ballot for each class in which you are entitled to vote and must complete a separate Ballot for each such class of claims.

VOTING DEADLINE: 5:00 P.M. (Pacific Time) on November 15, 2010.

In order for your vote to be counted, the Ballot must be properly completed, signed, and returned so that it is actually received by the Voting Agent, Kurtzman Carson Consultants LLC, by no later than 5:00 p.m. (Pacific Time) on November 15, 2010, unless such time is extended by the Debtors. Please mail or deliver your Ballot to: Washington Mutual Ballot Processing, c/o Kurtzman Carson Consultants, 2335 Alaska Avenue, El Segundo, California 90245. **BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS OF TRANSMISSION.**

If your Ballot is not received by the Voting Agent on or before the Voting Deadline and such deadline is not extended by the Debtors, your vote will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on you whether or not you vote.

Your receipt of this Ballot does not signify that your claim(s) has been or will be allowed. However, as set forth below, if you vote to accept the Plan through this Ballot by checking the “accept” box, your Claim will be deemed allowed as set forth under the Plan.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. REVIEW ITEM 1.
2. COMPLETE ITEM 2.
3. COMPLETE ITEM 3. NOTE THAT THIS ITEM IS OPTIONAL.
4. COMPLETE AND SIGN THE IRS FORM W-9 OR W-8 REQUESTED IN ITEM 4.
5. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 5.
6. **SIGN THE BALLOT.**
7. RETURN THE BALLOT IN THE PRE-ADDRESSED POSTAGE-PAID ENVELOPE (SO THAT IT IS RECEIVED BEFORE THE VOTING DEADLINE).
8. YOU MUST VOTE THE FULL AMOUNT OF THE ALLOWED PREPETITION CLAIM COVERED BY THIS BALLOT EITHER TO ACCEPT OR TO REJECT THE PLAN. YOU MAY NOT SPLIT YOUR VOTE.
9. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, WILL BE COUNTED AS AN ACCEPTANCE OF THE PLAN.

This Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than to cast votes to accept or reject the Plan.

Please note that all holders of WMB Senior Notes as of October 18, 2010 will be receiving through their broker, bank, or other nominee an Election Form on which, in order to qualify for a distribution under the Plan, those holders who did NOT file proofs of claim (“Non-Filing WMB Senior Note Holders”) can elect whether to grant the releases contained in Section 43.6 of the Plan. **Because you filed a proof of**

claim in these chapter 11 cases, you are not a “Non-Filing WMB Senior Note Holder”, you are receiving this Ballot on which you should vote to accept or reject the Plan as well as indicate whether you grant the releases contained in Section 43.6 of the Plan, and you should disregard any Election Form that you may receive.

**VOTING INSTRUCTIONS FOR COMPLETING THE BALLOT
FOR HOLDERS OF CLASS 17A (WMB SENIOR NOTES CLAIMS)**

1. This Ballot is submitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan will be accepted by Class 17A if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class 17A that actually vote on the Plan. In the event that Class 17A rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the holders of Claims in Class 17A and all other Classes of Claims or Equity Interests rejecting the Plan, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Equity Interests in the Debtors and Released Parties and Related Persons (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby, and may be bound to the releases contained therein.
3. **Complete, sign, and return this Ballot to Kurtzman Carson Consultants LLC so that it is received by the Voting Agent by no later than 5:00 p.m. (Pacific Time) on November 15, 2010 (the “Voting Deadline”), unless such time is extended in writing by the Debtors.** Ballots must be delivered either by mail with the enclosed envelope or by hand delivery or overnight courier to the Voting Agent at the following address:

Washington Mutual Ballot Processing
c/o Kurtzman Carson Consultants
2335 Alaska Avenue
El Segundo, California 90245

Ballots will not be accepted by telecopy, facsimile, e-mail or other electronic means of transmission.

4. To properly complete the Ballot, you must follow the procedures described below:
 - a. if you have a Claim in Class 17A, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;
 - b. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act);
 - c. if you also hold Claims in a Class other than Class 17A, you may receive more than one Ballot, labeled for a different Class of Claims. Your vote will be counted in determining acceptance or rejection of the Plan by a particular Class of Claims only if you complete, sign, and return the Ballot labeled for that Class of Claims in accordance with the instructions on that Ballot;

- d. if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;
- e. provide your name and mailing address;
- f. sign and date your Ballot, and provide the remaining information requested; and
- g. return your Ballot using the enclosed pre-addressed return envelope.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR IF YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT (888) 830-4644. COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT WWW.KCCLLC.NET/WAMU. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

ITEM 1. Amount of WMB Senior Notes Claim. For voting purposes, the face amount of WMB Senior Notes that you hold as of October 18, 2010 is:

\$ _____²

ITEM 2. Vote on the Plan. The undersigned holder of the WMB Senior Notes Claim in the amount identified in Item 1 above hereby votes to:

- Check one box:
- Accept the Plan
- Reject the Plan

ITEM 3. OPTIONAL – Grant Plan Section 43.6 Release. By checking the box below, you elect to grant the releases contained in Section 43.6 of the Plan as they relate to the release parties set forth in Section 43.6 of the Plan, as described in further detail below. Election to grant the release is at your option. **Please be advised that if you elect NOT to grant the releases, you WILL NOT be entitled to a distribution under the Plan unless your Claim is allowed as set forth below and under the Plan.** If you submit your Ballot without this box checked, you will be deemed to have not granted the release. However, be advised that the Debtors, at the Confirmation Hearing, intend to seek enforcement of the releases, injunction, and exculpation contained in Sections 43.6, 43.7, and 43.8 of the Plan as to all parties regardless of whether you elect here to grant the release.

- Check the box:
- Grant Plan Section 43.6 release

By checking the box above: (i) your WMB Senior Notes Claim shall be deemed an Allowed WMB Senior Notes Claim; (ii) the Debtors, the Liquidating Trustee, and all other parties in interest shall be deemed to have waived and released any and all objections, defenses, rights to setoff or recoupment, and rights to subordinate or recharacterize with respect to such Allowed WMB Senior Notes Claim; and (iii) you shall consent to provide on your behalf and with respect to your Allowed WMB Senior Notes Claim the releases provided in Section 43.6 of the Plan, including, without limitation, a release of the Debtors, the Reorganized Debtors, and the Liquidating Trustee from all direct and derivative claims arising from or related to your Allowed WMB Senior Notes Claim, as well as any misrepresentation or other similar claim for damages arising from the purchase or sale of your Allowed WMB Senior Notes Claim (including, without limitation, any Section 510(b) Subordinated WMB Notes Claims that you may have); provided, however, that the foregoing is not intended, nor shall it be construed, to release (i) the Debtors from their obligations pursuant to the Plan and (ii) the FDIC Receiver or the Receivership with respect to distributions to be made from the Receivership on account of WMB Senior Notes.

In the event you do not check the box above, the Debtors, the Liquidating Trustee, and all parties in interest shall reserve and maintain all of their respective rights to dispute your WMB Senior Notes Claim, including, without limitation, on the basis that the Debtors have no liability with respect thereto, the Claim is subject to other defenses, setoff, or recoupment, and/or the Claim is subject to equitable or mandatory subordination pursuant to section 510 of the Bankruptcy Code; provided, however, that, to the extent that your WMB Senior Notes Claim eventually is determined pursuant to a Final Order of the Bankruptcy Court to be an Allowed WMB Senior Notes Claim and you receive a distribution under the Plan, you shall be deemed to have consented to the releases provided in Section 43.6 of the Plan, including, without limitation, a release of the Debtors, the Reorganized Debtors, the Liquidating Trustee, and each of their respective Related Persons from any and all direct and derivative claims arising from or related to your Allowed WMB Senior Notes Claim, as well as any misrepresentation or other similar claim for damages arising from the purchase or sale of your Allowed WMB Senior Notes Claim (including, without limitation, any Section 510(b) Subordinated WMB Notes Claims that you may have). The FDIC Receiver acknowledges that amounts distributed to the holders of Allowed WMB Senior Notes Claims under the Plan shall not be credited against or otherwise reduce their claims against the Receivership; provided further that no holder of a WMB Senior Note shall be entitled to receive more from the Receivership than the amount owed under such WMB Senior Note.

² Please note that for purposes of voting and distribution, the amount of your claim, if allowed, shall be the face amount of WMB Senior Notes that you hold as of October 18, 2010, as well as interest accrued on such notes through September 26, 2008. The Debtors shall calculate this accrued interest portion of each claim prior to tabulation and distribution.

ITEM 4. Important Tax Information Required – Potential Withholding. Distributions to holders of Claims by the Debtors or the Liquidating Trustee, and any subsequent amounts received by the Liquidating Trust allocable to a holder, are subject to any applicable tax withholding.

Under U.S. federal income tax law, interest and other reportable payments may, under certain circumstances, be subject to “backup withholding” at the then applicable backup withholding rate (currently 28%). Backup withholding generally applies if the holder (a) fails to furnish its social security number or other taxpayer identification number (“**TIN**”), (b) furnishes an incorrect TIN, (c) fails properly to report interest or dividends, or (d) under certain circumstances, fails to provide a certified statement, signed under penalty of perjury, that the TIN provided is its correct number and that it is a United States person that is not subject to backup withholding. Backup withholding is not an additional tax but merely an advance payment, which may be refunded to the extent it results in an overpayment of tax and the appropriate information is supplied to the IRS. Certain persons are exempt from backup withholding, including, in certain circumstances, corporations and financial institutions.

In addition, in the case of any Liquidating Trust Beneficiaries that are *not* U.S. persons, the Liquidating Trustee may be required to withhold up to 30% of the income or proceeds allocable to such persons, depending on the circumstances (including whether the type of income is subject to a lower treaty rate). Such withholding is not dependent on the Liquidating Trust distributing any cash or other proceeds.

To avoid unnecessary withholding, **each U.S. holder is required to properly complete and return the Substitute Form W-9 included at the end of this Ballot**, certifying that such holder is a U.S. person, that the TIN provided is correct, and that such holder is not subject to backup withholding, as per its instructions. Exempt persons should indicate their exempt status on the Substitute Form W-9 as per its instructions. **Each non-U.S. holder is required complete and return the applicable IRS Form W-8** (W-8BEN, W-8ECI or W-8IMY, as applicable), signed under penalties of perjury, certifying the holder’s foreign status. These forms may be obtained from the IRS website (<http://www.irs.gov>). Holders should consult their tax advisors as to any qualification for exemption from backup withholding, or a lower rate of U.S. withholding under an applicable treaty or exemption, and the procedure for obtaining such exemption.

ITEM 5. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges that the undersigned has been provided with a copy of the Disclosure Statement, including all exhibits thereto. The undersigned certifies that (i) it is the holder of the WMB Senior Notes Claim identified in Item 1 above as of March 31, 2009 and (ii) it has full power and authority to vote to accept or reject the Plan. The undersigned further acknowledges that the Debtors’ solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement and the order of the Bankruptcy Court approving the Disclosure Statement and the procedures for the solicitation of votes to accept or reject the Plan contained therein. The undersigned further acknowledges that by voting to accept the Plan, any holder of a Claim against the Debtors is affirmatively agreeing to the various release and exculpation provisions of the Plan, which appear principally in Article 43 of the Plan and provide as follows:

“43.6 **Releases by Holders of Claims and Equity Interests.** Except as otherwise expressly provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, and except with respect to holders of WMB Senior Notes Claims and Non-Filing WMB Senior Note Holders who do not check the box labeled “Grant Plan Section 43.6 Release”, on the Effective Date, for good and valuable consideration, each Entity that has held, currently holds or may hold a Released Claim or any Equity Interest that is terminated, and each of its respective Related Persons, on their own behalf and on behalf of anyone claiming through them, on their behalf, or for their benefit, shall be deemed to have and hereby does irrevocably and unconditionally, fully, finally and forever waive, release, acquit and discharge each and all of the Released Parties from any and all Released Claims in connection with or related to any of the Debtors, the Reorganized Debtors, the Affiliated Banks, or their respective subsidiaries, assets, liabilities, operations, property or estates, the Chapter 11 Cases or the Plan or the Disclosure Statement, the assets to be received by JPMC pursuant to the Global Settlement Agreement, the Plan Contribution Assets, the Debtors’ Claims, the JPMC Claims, the FDIC Claim, the Purchase and Assumption Agreement, the WMI/WMB Intercompany Claims, any intercompany claims on the books of WMI or WMB related to the WaMu Pension Plan or the Lakeview Plan, claims related in any way to the Trust Preferred Securities (including, without limitation, the creation of the Trust Preferred Securities, the financing associated therewith, the requested assignment of the Trust Preferred Securities by the Office of Thrift Supervision and the transfer and the asserted assignment of the Trust Preferred Securities subsequent thereto), and/or any claim, act, fact, transaction, occurrence, statement, or omission in connection with or alleged in the Actions or in the Texas Litigation, or that could have been alleged in respect of the foregoing or other similar proceeding, including, without limitation, any such claim demand, right, liability, or cause of action for indemnification, contribution or any other basis in law or equity for damages, costs or fees incurred by the releasors herein arising directly or indirectly from or otherwise relating thereto; provided, however, that each Entity that has submitted a Ballot may elect, by checking the appropriate box on its Ballot, not to grant the releases set forth in Section 43.6 of the Plan with respect to those Released Parties other than (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Trustees, and (iv) the Creditors’ Committee and its

members in such capacity and for their actions as members, their respective Related Persons, and their respective predecessors, successors and assigns (whether by operation of law or otherwise), in which case, such Entity that so elects to not grant the releases will not receive a distribution hereunder; and provided, further, that, because the Plan and the Global Settlement Agreement, and the financial contributions contained therein, are conditioned upon the aforementioned releases, and, as such, these releases are essential for the successful reorganization of the Debtors, pursuant to the Confirmation Order, those Entities that opt out of the releases provided hereunder shall be bound and shall receive the distributions they otherwise would be entitled to receive pursuant to the Plan; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, in connection with any legal action or claim brought by the United States Securities and Exchange Commission or (b) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) to the extent that (i) the Pension Plans are terminated from and after the Effective Date and (ii) the Pension Plans are underfunded as of the Effective Date, release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, from any liability as a fiduciary of the Pension Plans, under any law, government policy or regulatory provision, (b) enjoin or preclude the Pension Benefit Guaranty Corporation from enforcing such liability against such non-Debtor Entity during the applicable statute of limitations period set forth in 29 U.S.C. § 1303 following any such termination, or (c) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim. In addition to, and not in any way limiting the foregoing, each holder of an Allowed WMB Senior Notes Claim and each Accepting Non-Filing WMB Senior Notes Holder shall be deemed to have released the Debtors, the Reorganized Debtors, the Liquidating Trustee, and each of their respective Related Persons from any and all direct and derivative claims arising from or related to such holder's WMB Senior Notes, as well as any misrepresentation or other similar claim for damages arising from the purchase or sale of such holder's WMB Senior Notes (including, without limitation, any Section 510(b) Subordinated WMB Notes Claims that such holder may have).

“43.7 Injunction Related to Releases. Except as provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, as of the Effective Date, (i) all Entities that hold, have held, or may hold a Released Claim or Equity Interest relating to any of the Debtors or the Reorganized Debtors or any of their respective assets, property and estates, that is released pursuant to Section 43.6 of the Plan, (ii) all other parties in interest, and (iii) each of the Related Persons of each of the foregoing entities, are, and shall be, permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any of the following actions, whether directly or indirectly, derivatively or otherwise, on account of or based on the subject matter of such discharged Released Claims or such Equity Interests: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including, without limitation, any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order; (iii) creating, perfecting or in any way enforcing in any matter, directly or indirectly, any Lien; (iv) setting off, seeking reimbursement or contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation owed to any Entity released under Section 43.6 hereof; and (v) commencing or continuing in any manner, in any place of any judicial, arbitration or administrative proceeding in any forum, that does not comply with or is inconsistent with the provisions of the Global Settlement Agreement, the Plan or the Confirmation Order.

“43.8 Exculpation. The Released Parties, members of the Plan Administration Committee and Plan Investment Committee of the WaMu Savings Plan, and each of their Related Persons shall not have or incur any liability to any Entity for any act taken or omitted to be taken in connection with the Chapter 11 Cases (including any actions taken by the Creditors' Committee after the Effective Date), the formulation, preparation, dissemination, implementation, confirmation or approval of the Plan or any compromises or settlements contained therein, the Disclosure Statement related thereto, the Global Settlement Agreement, or any contract, instrument, release or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the Plan and the Global Settlement Agreement; provided, however, that the foregoing provisions of this Section 43.8 shall not affect the liability of any Entity that otherwise would result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted gross negligence or willful misconduct. Any of the foregoing parties in all respects shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.”

Print or Type Name of Claimant: _____
 Last Four (4) Digits of Social Security
 or Federal Tax I.D. No. of Claimant: _____
 Signature: _____
 Name of Signatory (if different than claimant): _____
 If by Authorized Agent, Title of Agent: _____
 Street Address: _____

City, State and Zip Code:

Telephone Number:

E-mail Address:

Date Completed:

TO BE COMPLETED BY ALL U.S. HOLDERS

PAYOR:

<p>SUBSTITUTE</p> <p>Form W-9</p> <p>Department of the Treasury Internal Revenue Service (IRS)</p> <p>Request for Taxpayer Identification Number (TIN) and Certification</p>	<p>Name:</p> <p>_____</p>	<p>Check appropriate box:</p> <p>Individual/Sole Proprietor <input type="checkbox"/></p> <p>Partnership <input type="checkbox"/></p> <p>Limited Liability Company <input type="checkbox"/></p> <p>enter tax classification: (D = Disregarded entity, C = Corporation, P = Partnership) _____</p> <p>Corporation <input type="checkbox"/></p> <p>Other (specify) <input type="checkbox"/></p> <p>_____</p> <p>_____</p>
	<p>Address:</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p align="center">SSN or EIN:</p> <p>_____</p>
	<p>PART I. Please provide your taxpayer identification number in the space at right. If awaiting TIN, write "Applied For" in space at right and complete the Certificate of Awaiting Taxpayer Identification Number below.</p>	
	<p>PART II: For Payees exempt from backup withholding, see the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" and complete as instructed therein. Exempt from Backup Withholding <input type="checkbox"/></p>	
	<p>PART III: CERTIFICATION Under penalties of perjury, I certify that:</p> <p>(1) The number shown on this form is my correct Taxpayer Identification Number (or, as indicated, I am waiting for a number to be issued to me);</p> <p>(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and</p> <p>(3) I am a U.S. citizen or other U.S. person (including a U.S. resident alien).</p> <p>Certification Instructions—You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because you have failed to report all interest or dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding you received another notification from the IRS that you are no longer subject to backup withholding, do not cross out item (2).</p>	
<p>Signature: _____ Date: _____, 2009</p>		

**YOU MUST COMPLETE THE FOLLOWING CERTIFICATE
IF YOU WROTE "APPLIED FOR" IN PART I
OF THIS SUBSTITUTE FORM W-9 CERTIFICATE**

<p>CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER</p> <p>I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (a) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office or (b) I intend to mail or deliver an application in the near future. I understand that if I do not provide my Taxpayer Identification Number by the time of payment, 28% of all reportable payments made to me will be withheld.</p> <p>Signature: _____ Date: _____</p>
--

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF 28% OF ANY PAYMENTS MADE TO YOU PURSUANT TO PLAN. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

**GUIDELINES FOR CERTIFICATION OF TAXPAYER
IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9**

Guidelines for Determining the Proper Identification Number to Give the Payer—Social Security numbers have nine digits separated by two hyphens: i.e., 000-00-0000. Employer identification numbers have nine digits separated by only one hyphen: i.e., 00-0000000. The table below will help determine the number to give the payer.

For this type of account	Give the SOCIAL SECURITY number of:	For this type of account	Give the EMPLOYER IDENTIFICATION number of:
1. An individual	The individual	6. Sole proprietorship or disregarded entity not owned by an individual	The owner
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account(1)	7. A valid trust, estate, or pension trust	The legal entity(4)
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor(2)	8. Corporate or LLC electing corporate status on Form 8832	The corporation
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee(1)	9. Association, club, religious, charitable, educational or other tax exempt organization	The organization
b. So-called trust account that is not a legal or valid trust under state law	The actual owner(1)	10. Partnership or multimember LLC	The partnership
5. Sole proprietorship or disregarded entity owned by an individual	The owner(3)	11. A broker or registered nominee	The broker or nominee
		12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district or prison) that receives agricultural program payments	The public entity

- (1) List first and circle the name of the person whose number you furnish. If only one person on a joint account has a social security number, that person's number must be furnished.
- (2) Circle the minor's name and furnish the minor's social security number.
- (3) If you are an individual, you must show your individual name and you may also enter your business or "DBA" name on the second line. You may use either your social security number or employer identification number (if you have one), but the IRS encourages you to use your social security number.
- (4) List first and circle the name of the trust, estate or pension trust. (Do not furnish the identifying number of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

How to Obtain a TIN

If you do not have a taxpayer identification number or you do not know your number, obtain Form SS-5, Application for a Social Security Number Card, at the local office of the Social Security Administration (or the website www.ssa.gov) and apply for a social security number, or obtain Form W-7, Application for IRS Individual Taxpayer Identification Number, or Form SS-4, Application for Employer Identification Number, at the local office of the Internal Revenue Service (“IRS”) (or the website www.irs.gov) and apply for an individual taxpayer identification number or employer identification number, as applicable.

CAUTION: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Payees Exempt from Backup Withholding

Payees specifically exempted from backup withholding on all payments include the following:

16. An organization exempt from tax under section 501(a) of the Internal Revenue IRC of 1986, as amended (the “IRC”), an individual retirement plan, or a custodial account under section 403(b)(7) of the IRC if the account satisfies the requirements of section 401(f)(2) of the IRC.
17. The United States or any of its agencies or instrumentalities.
18. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
19. A foreign government or any of its political subdivisions, agencies or instrumentalities.
20. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

21. A corporation.
22. A foreign central bank of issue.
23. A dealer in securities or commodities required to register in the United States, the District of Columbia or a possession of the United States.
24. A futures commission merchant registered with the Commodity Futures Trading Commission.
25. A real estate investment trust.
26. An entity registered at all times during the tax year under the Investment Company Act of 1940, as amended.
27. A common trust fund operated by a bank under section 584(a) of the IRC.
28. A financial institution.
29. A middleman known in the investment community as a nominee or custodian.
30. A trust exempt from tax under section 664 of the IRC or described in section 4947 of the IRC.

Payments of dividends and patronage dividends not generally subject to backup withholding include the following:

- Payments to nonresident aliens subject to withholding under section 1441 of the IRC.
- Payments to partnerships not engaged in a trade or business in the United States and that have at least one non-resident alien partner.
- Payments of patronage dividends not paid in money.

- Payments made by certain foreign organizations.

The chart below shows two of the types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13; also, a person who regularly acts as a broker and who is registered under the Investment Advisers Act of 1940, as amended

Exempt payees should file the Substitute Form W-9 to avoid possible erroneous backup withholding. ENTER YOUR NAME ON THE APPROPRIATE LINE AND CHECK THE APPROPRIATE BOX FOR YOUR STATUS, THEN CHECK THE “EXEMPT PAYEE” BOX, SIGN AND DATE THE FORM, AND RETURN IT TO THE PAYER. Foreign payees who are not subject to backup withholding should complete the appropriate IRS Form W-8 and return it to the payer.

Privacy Act Notice

Section 6109 of the IRC requires most recipients of dividend, interest or other payments to give their correct taxpayer identification numbers to payers who must report the payments to the IRS. The IRS uses the numbers for identification purposes and to help verify the accuracy of tax returns. It may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia and U.S. possessions to carry out their tax laws. It may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, and to federal law enforcement and intelligence agencies to combat terrorism.

Payees must provide payers with their taxpayer identification numbers whether or not they are required to file tax returns. Payers must generally withhold 28% of taxable interest, dividend and certain other payments to a payee who does not furnish a taxpayer identification number to a payer. Certain penalties may also apply.

Penalties

5. **Penalty for Failure to Furnish Taxpayer Identification Number** — If you fail to furnish your correct taxpayer identification number to a payer, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.
6. **Civil Penalty for False Information With Respect to Withholding** — If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of \$500.
7. **Criminal Penalty for Falsifying Information** — Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.
8. **Misuse of TINs** — If the requestor discloses or uses TINs in violation of federal law, the requestor may be subject to civil and criminal penalties.

FOR ADDITIONAL INFORMATION, CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE.

Exhibit 4-5

General Ballot for Class 18

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

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

**BALLOT FOR CLASS 18
(SUBORDINATED CLAIMS)**

Name of Debtor Entities and Case Numbers

WMI Investment Corp.	08-12228 (MFW)	Washington Mutual, Inc.	08-12229 (MFW)
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Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “**Debtors**”), each of which is identified above, are soliciting votes with respect to the Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of October 6, 2010 (as it may be further amended, the “**Plan**”), from the holders of certain impaired claims against the Debtors. The Plan is attached as Exhibit A to the Disclosure Statement for the Plan (as it may be amended, the “**Disclosure Statement**”). All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to such terms in the Plan.

If you are, as of October 18, 2010, a holder of a Subordinated Claim, please use this Ballot to cast your vote to accept or reject the Plan. The United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) has approved the Disclosure Statement, which provides information to assist you in deciding how to vote on the Plan. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. If you have any questions on how to properly complete this Ballot, please contact Kurtzman Carson Consultants LLC (the “**Voting Agent**”) at (888) 830-4644. Please be advised that Kurtzman Carson Consultants LLC cannot provide legal advice.

Please note that the Debtors consented to, and the Bankruptcy Court directed, the appointment by the United States Trustee for the District of Delaware of Joshua R. Hochberg as examiner to conduct an investigation of the Debtors. The examiner will prepare a report summarizing its findings and such report, with the exception of any confidential information contained therein, will be made publicly available at www.kccllc.net/wamu prior to the deadline to vote on the Plan.

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 925 Fourth Avenue, Seattle, Washington 98104.

IMPORTANT

You should review the Disclosure Statement and the Plan (including the Global Settlement Agreement) before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your claim or claims under the Plan.

Your Subordinated Claim against the Debtors has been placed in Class 18 under the Plan. If you hold claims in more than one class under the Plan, you will receive a Ballot for each class in which you are entitled to vote and must complete a separate Ballot for each such class of claims.

VOTING DEADLINE: 5:00 P.M. (Pacific Time) on November 15, 2010.

In order for your vote to be counted, the Ballot must be properly completed, signed, and returned so that it is actually received by the Voting Agent, Kurtzman Carson Consultants LLC, by no later than 5:00 p.m. (Pacific Time) on November 15, 2010, unless such time is extended by the Debtors. Please mail or deliver your Ballot to: Washington Mutual Ballot Processing, c/o Kurtzman Carson Consultants, 2335 Alaska Avenue, El Segundo, California 90245. **BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS OF TRANSMISSION.**

If your Ballot is not received by the Voting Agent on or before the Voting Deadline and such deadline is not extended by the Debtors, your vote will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on you whether or not you vote.

Your receipt of this Ballot does not signify that your claim(s) has been or will be allowed.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. REVIEW ITEM 1.
2. COMPLETE ITEM 2.
3. COMPLETE ITEM 3. NOTE THAT THIS ITEM IS OPTIONAL.
4. COMPLETE AND SIGN THE IRS FORM W-9 OR W-8 REQUESTED IN ITEM 4.
5. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 5.
6. **SIGN THE BALLOT.**
7. RETURN THE BALLOT IN THE PRE-ADDRESSED POSTAGE-PAID ENVELOPE (SO THAT IT IS RECEIVED BEFORE THE VOTING DEADLINE).
8. YOU MUST VOTE THE FULL AMOUNT OF THE ALLOWED PREPETITION CLAIM COVERED BY THIS BALLOT EITHER TO ACCEPT OR TO REJECT THE PLAN. YOU MAY NOT SPLIT YOUR VOTE.
9. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, WILL BE COUNTED AS AN ACCEPTANCE OF THE PLAN.

This Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than to cast votes to accept or reject the Plan.

**VOTING INSTRUCTIONS FOR COMPLETING THE BALLOT
FOR HOLDERS OF CLASS 18 (SUBORDINATED CLAIMS)**

1. This Ballot is submitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan will be accepted by Class 18 if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class 18 that actually vote on the Plan. In the event that Class 18 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the holders of Claims in Class 18 and all other Classes of Claims or Equity Interests rejecting the Plan, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Equity Interests in the Debtors and Released Parties and Related Persons (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby, and may be bound to the releases contained therein.
3. **Complete, sign, and return this Ballot to Kurtzman Carson Consultants LLC so that it is received by the Voting Agent by no later than 5:00 p.m. (Pacific Time) on November 15, 2010 (the “Voting Deadline”), unless such time is extended in writing by the Debtors.** Ballots must be delivered either by mail with the enclosed envelope or by hand delivery or overnight courier to the Voting Agent at the following address:

Washington Mutual Ballot Processing
c/o Kurtzman Carson Consultants
2335 Alaska Avenue
El Segundo, California 90245

Ballots will not be accepted by telecopy, facsimile, e-mail or other electronic means of transmission.

4. To properly complete the Ballot, you must follow the procedures described below:
 - a. if you have a Claim in Class 18, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;
 - b. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act);
 - c. if you also hold Claims in a Class other than Class 18, you may receive more than one Ballot, labeled for a different Class of Claims. Your vote will be counted in determining acceptance or rejection of the Plan by a particular Class of Claims only if you complete, sign, and return the Ballot labeled for that Class of Claims in accordance with the instructions on that Ballot;

- d. if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;
- e. provide your name and mailing address;
- f. sign and date your Ballot, and provide the remaining information requested; and
- g. return your Ballot using the enclosed pre-addressed return envelope.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR IF YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT (888) 830-4644. COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT WWW.KCCLLC.NET/WAMU. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

ITEM 1. Amount of Subordinated Claim. The face amount of your claim for voting purposes is:

\$ _____

ITEM 2. Vote on the Plan. The undersigned holder of the Subordinated Claim in the amount identified in Item 1 above hereby votes to:

- Check one box: Accept the Plan
 Reject the Plan

ITEM 3. OPTIONAL – Opt-Out Election. By checking the box below, you elect NOT to grant the releases contained in Section 43.6 of the Plan as they relate to the opt-out release parties set forth in Section 43.6 of the Plan. Election to withhold consent is at your option. **Please be advised that if you elect NOT to grant the releases, you WILL NOT be entitled to a distribution under the Plan.** If you submit your Ballot without this box checked, you will be deemed to consent to the release. However, be advised that the Debtors, at the Confirmation Hearing, intend to seek enforcement of the releases, injunction, and exculpation contained in Sections 43.6, 43.7, and 43.8 of the Plan as to all parties regardless of whether you elect to opt out.

- Check the box: Elect to opt out

ITEM 4. Important Tax Information Required – Potential Withholding. Distributions to holders of Claims by the Debtors or the Liquidating Trustee, and any subsequent amounts received by the Liquidating Trust allocable to a holder, are subject to any applicable tax withholding.

Under U.S. federal income tax law, interest and other reportable payments may, under certain circumstances, be subject to “backup withholding” at the then applicable backup withholding rate (currently 28%). Backup withholding generally applies if the holder (a) fails to furnish its social security number or other taxpayer identification number (“**TIN**”), (b) furnishes an incorrect TIN, (c) fails properly to report interest or dividends, or (d) under certain circumstances, fails to provide a certified statement, signed under penalty of perjury, that the TIN provided is its correct number and that it is a United States person that is not subject to backup withholding. Backup withholding is not an additional tax but merely an advance payment, which may be refunded to the extent it results in an overpayment of tax and the appropriate information is supplied to the IRS. Certain persons are exempt from backup withholding, including, in certain circumstances, corporations and financial institutions.

In addition, in the case of any Liquidating Trust Beneficiaries that are *not* U.S. persons, the Liquidating Trustee may be required to withhold up to 30% of the income or proceeds allocable to such persons, depending on the circumstances (including whether the type of income is subject to a lower treaty rate). Such withholding is not dependent on the Liquidating Trust distributing any cash or other proceeds.

To avoid unnecessary withholding, **each U.S. holder is required to properly complete and return the Substitute Form W-9 included at the end of this Ballot**, certifying that such holder is a U.S. person, that the TIN provided is correct, and that such holder is not subject to backup withholding, as per its instructions. Exempt persons should indicate their exempt status on the Substitute Form W-9 as per its instructions. **Each non-U.S. holder is required complete and return the applicable IRS Form W-8** (W-8BEN, W-8ECI or W-8IMY, as applicable), signed under penalties of perjury, certifying the holder’s foreign status. These forms may be obtained from the IRS website (<http://www.irs.gov>). Holders should consult their tax advisors as to any qualification for exemption from backup withholding, or a lower rate of U.S. withholding under an applicable treaty or exemption, and the procedure for obtaining such exemption.

ITEM 5. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges that the undersigned has been provided with a copy of the Disclosure Statement, including all exhibits thereto. The undersigned certifies that (i) it is the holder of the Subordinated Claim identified in Item 1 above as of October 18, 2010 and (ii) it has full power and authority to vote to accept or reject the Plan. The undersigned further acknowledges that the Debtors’ solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement and the order of the Bankruptcy Court approving the Disclosure Statement and the procedures for the solicitation of votes to accept or reject the Plan contained therein. The undersigned further acknowledges that by voting to accept the Plan, any holder of a Claim against the Debtors is affirmatively agreeing to the various release and exculpation provisions of the Plan, which appear principally in Article 43 of the Plan and provide as follows:

“43.6 Releases by Holders of Claims and Equity Interests. Except as otherwise expressly provided in the Plan, the

Confirmation Order, or the Global Settlement Agreement, and except with respect to holders of WMB Senior Notes Claims and Non-Filing WMB Senior Note Holders who do not check the box labeled “Grant Plan Section 43.6 Release”, on the Effective Date, for good and valuable consideration, each Entity that has held, currently holds or may hold a Released Claim or any Equity Interest that is terminated, and each of its respective Related Persons, on their own behalf and on behalf of anyone claiming through them, on their behalf, or for their benefit, shall be deemed to have and hereby does irrevocably and unconditionally, fully, finally and forever waive, release, acquit and discharge each and all of the Released Parties from any and all Released Claims in connection with or related to any of the Debtors, the Reorganized Debtors, the Affiliated Banks, or their respective subsidiaries, assets, liabilities, operations, property or estates, the Chapter 11 Cases or the Plan or the Disclosure Statement, the assets to be received by JPMC pursuant to the Global Settlement Agreement, the Plan Contribution Assets, the Debtors’ Claims, the JPMC Claims, the FDIC Claim, the Purchase and Assumption Agreement, the WMI/WMB Intercompany Claims, any intercompany claims on the books of WMI or WMB related to the WaMu Pension Plan or the Lakeview Plan, claims related in any way to the Trust Preferred Securities (including, without limitation, the creation of the Trust Preferred Securities, the financing associated therewith, the requested assignment of the Trust Preferred Securities by the Office of Thrift Supervision and the transfer and the asserted assignment of the Trust Preferred Securities subsequent thereto), and/or any claim, act, fact, transaction, occurrence, statement, or omission in connection with or alleged in the Actions or in the Texas Litigation, or that could have been alleged in respect of the foregoing or other similar proceeding, including, without limitation, any such claim demand, right, liability, or cause of action for indemnification, contribution or any other basis in law or equity for damages, costs or fees incurred by the releasors herein arising directly or indirectly from or otherwise relating thereto; provided, however, that each Entity that has submitted a Ballot may elect, by checking the appropriate box on its Ballot, not to grant the releases set forth in Section 43.6 of the Plan with respect to those Released Parties other than (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Trustees, and (iv) the Creditors’ Committee and its members in such capacity and for their actions as members, their respective Related Persons, and their respective predecessors, successors and assigns (whether by operation of law or otherwise), in which case, such Entity that so elects to not grant the releases will not receive a distribution hereunder; and provided, further, that, because the Plan and the Global Settlement Agreement, and the financial contributions contained therein, are conditioned upon the aforementioned releases, and, as such, these releases are essential for the successful reorganization of the Debtors, pursuant to the Confirmation Order, those Entities that opt out of the releases provided hereunder shall be bound and shall receive the distributions they otherwise would be entitled to receive pursuant to the Plan; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, in connection with any legal action or claim brought by the United States Securities and Exchange Commission or (b) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) to the extent that (i) the Pension Plans are terminated from and after the Effective Date and (ii) the Pension Plans are underfunded as of the Effective Date, release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, from any liability as a fiduciary of the Pension Plans, under any law, government policy or regulatory provision, (b) enjoin or preclude the Pension Benefit Guaranty Corporation from enforcing such liability against such non-Debtor Entity during the applicable statute of limitations period set forth in 29 U.S.C. § 1303 following any such termination, or (c) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim. In addition to, and not in any way limiting the foregoing, each holder of an Allowed WMB Senior Notes Claim and each Accepting Non-Filing WMB Senior Notes Holder shall be deemed to have released the Debtors, the Reorganized Debtors, the Liquidating Trustee, and each of their respective Related Persons from any and all direct and derivative claims arising from or related to such holder’s WMB Senior Notes, as well as any misrepresentation or other similar claim for damages arising from the purchase or sale of such holder’s WMB Senior Notes (including, without limitation, any Section 510(b) Subordinated WMB Notes Claims that such holder may have).

“43.7 Injunction Related to Releases. Except as provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, as of the Effective Date, (i) all Entities that hold, have held, or may hold a Released Claim or Equity Interest relating to any of the Debtors or the Reorganized Debtors or any of their respective assets, property and estates, that is released pursuant to Section 43.6 of the Plan, (ii) all other parties in interest, and (iii) each of the Related Persons of each of the foregoing entities, are, and shall be, permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any of the following actions, whether directly or indirectly, derivatively or otherwise, on account of or based on the subject matter of such discharged Released Claims or such Equity Interests: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including, without limitation, any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order; (iii) creating, perfecting or in any way enforcing in any matter, directly or indirectly, any Lien; (iv) setting off, seeking reimbursement or contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation owed to any Entity released under Section 43.6 hereof; and (v) commencing or continuing in any manner, in any place of any judicial, arbitration or administrative proceeding in any forum, that does not comply with or is inconsistent with the provisions of the Global Settlement Agreement, the Plan or the Confirmation Order.

“43.8 Exculpation. The Released Parties, members of the Plan Administration Committee and Plan Investment Committee of the WaMu Savings Plan, and each of their Related Persons shall not have or incur any liability to any Entity for any act taken or omitted to be taken in connection with the Chapter 11 Cases (including any actions taken by the Creditors’ Committee after the Effective Date), the formulation, preparation, dissemination, implementation, confirmation or approval of the Plan or any

compromises or settlements contained therein, the Disclosure Statement related thereto, the Global Settlement Agreement, or any contract, instrument, release or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the Plan and the Global Settlement Agreement; provided, however, that the foregoing provisions of this Section 43.8 shall not affect the liability of any Entity that otherwise would result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted gross negligence or willful misconduct. Any of the foregoing parties in all respects shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan."

Print or Type Name of Claimant: _____

Last Four (4) Digits of Social Security
or Federal Tax I.D. No. of Claimant: _____

Signature: _____

Name of Signatory (if different than claimant): _____

If by Authorized Agent, Title of Agent: _____

Street Address: _____

City, State and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

TO BE COMPLETED BY ALL U.S. HOLDERS

PAYOR:

<p>SUBSTITUTE</p> <p>Form W-9</p> <p>Department of the Treasury Internal Revenue Service (IRS)</p> <p>Request for Taxpayer Identification Number (TIN) and Certification</p>	<p>Name:</p> <p>_____</p> <p>Address:</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Check appropriate box:</p> <p>Individual/Sole Proprietor <input type="checkbox"/></p> <p>Partnership <input type="checkbox"/></p> <p>Limited Liability Company <input type="checkbox"/></p> <p>enter tax classification: (D = Disregarded entity, C = Corporation, P = Partnership) _____</p> <p>Corporation <input type="checkbox"/></p> <p>Other (specify) <input type="checkbox"/></p> <p>_____</p> <p>_____</p>
	<p>PART I. Please provide your taxpayer identification number in the space at right. If awaiting TIN, write "Applied For" in space at right and complete the Certificate of Awaiting Taxpayer Identification Number below.</p>	<p align="center">SSN or EIN:</p> <p>_____</p>
	<p>PART II: For Payees exempt from backup withholding, see the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" and complete as instructed therein. Exempt from Backup Withholding <input type="checkbox"/></p>	
	<p>PART III: CERTIFICATION Under penalties of perjury, I certify that:</p> <p>(1) The number shown on this form is my correct Taxpayer Identification Number (or, as indicated, I am waiting for a number to be issued to me);</p> <p>(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and</p> <p>(3) I am a U.S. citizen or other U.S. person (including a U.S. resident alien).</p> <p>Certification Instructions—You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because you have failed to report all interest or dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding you received another notification from the IRS that you are no longer subject to backup withholding, do not cross out item (2).</p>	
<p>Signature: _____ Date: _____, 2009</p>		

**YOU MUST COMPLETE THE FOLLOWING CERTIFICATE
IF YOU WROTE "APPLIED FOR" IN PART I
OF THIS SUBSTITUTE FORM W-9 CERTIFICATE**

<p>CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER</p> <p>I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (a) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office or (b) I intend to mail or deliver an application in the near future. I understand that if I do not provide my Taxpayer Identification Number by the time of payment, 28% of all reportable payments made to me will be withheld.</p> <p>Signature: _____ Date: _____</p>
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NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF 28% OF ANY PAYMENTS MADE TO YOU PURSUANT TO PLAN. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

**GUIDELINES FOR CERTIFICATION OF TAXPAYER
IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9**

Guidelines for Determining the Proper Identification Number to Give the Payer—Social Security numbers have nine digits separated by two hyphens: i.e., 000-00-0000. Employer identification numbers have nine digits separated by only one hyphen: i.e., 00-0000000. The table below will help determine the number to give the payer.

For this type of account	Give the SOCIAL SECURITY number of:	For this type of account	Give the EMPLOYER IDENTIFICATION number of:
1. An individual	The individual	6. Sole proprietorship or disregarded entity not owned by an individual	The owner
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account(1)	7. A valid trust, estate, or pension trust	The legal entity(4)
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor(2)	8. Corporate or LLC electing corporate status on Form 8832	The corporation
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee(1)	9. Association, club, religious, charitable, educational or other tax exempt organization	The organization
b. So-called trust account that is not a legal or valid trust under state law	The actual owner(1)	10. Partnership or multimember LLC	The partnership
5. Sole proprietorship or disregarded entity owned by an individual	The owner(3)	11. A broker or registered nominee	The broker or nominee
		12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district or prison) that receives agricultural program payments	The public entity

- (1) List first and circle the name of the person whose number you furnish. If only one person on a joint account has a social security number, that person's number must be furnished.
- (2) Circle the minor's name and furnish the minor's social security number.
- (3) If you are an individual, you must show your individual name and you may also enter your business or "DBA" name on the second line. You may use either your social security number or employer identification number (if you have one), but the IRS encourages you to use your social security number.
- (4) List first and circle the name of the trust, estate or pension trust. (Do not furnish the identifying number of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

How to Obtain a TIN

If you do not have a taxpayer identification number or you do not know your number, obtain Form SS-5, Application for a Social Security Number Card, at the local office of the Social Security Administration (or the website www.ssa.gov) and apply for a social security number, or obtain Form W-7, Application for IRS Individual Taxpayer Identification Number, or Form SS-4, Application for Employer Identification Number, at the local office of the Internal Revenue Service (“IRS”) (or the website www.irs.gov) and apply for an individual taxpayer identification number or employer identification number, as applicable.

CAUTION: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Payees Exempt from Backup Withholding

Payees specifically exempted from backup withholding on all payments include the following:

1. An organization exempt from tax under section 501(a) of the Internal Revenue IRC of 1986, as amended (the “IRC”), an individual retirement plan, or a custodial account under section 403(b)(7) of the IRC if the account satisfies the requirements of section 401(f)(2) of the IRC.
2. The United States or any of its agencies or instrumentalities.
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
4. A foreign government or any of its political subdivisions, agencies or instrumentalities.
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation.
7. A foreign central bank of issue.
8. A dealer in securities or commodities required to register in the United States, the District of Columbia or a possession of the United States.
9. A futures commission merchant registered with the Commodity Futures Trading Commission.
10. A real estate investment trust.
11. An entity registered at all times during the tax year under the Investment Company Act of 1940, as amended.
12. A common trust fund operated by a bank under section 584(a) of the IRC.
13. A financial institution.
14. A middleman known in the investment community as a nominee or custodian.
15. A trust exempt from tax under section 664 of the IRC or described in section 4947 of the IRC.

Payments of dividends and patronage dividends not generally subject to backup withholding include the following:

- Payments to nonresident aliens subject to withholding under section 1441 of the IRC.
- Payments to partnerships not engaged in a trade or business in the United States and that have at least one non-resident alien partner.
- Payments of patronage dividends not paid in money.

- Payments made by certain foreign organizations.

The chart below shows two of the types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13; also, a person who regularly acts as a broker and who is registered under the Investment Advisers Act of 1940, as amended

Exempt payees should file the Substitute Form W-9 to avoid possible erroneous backup withholding. ENTER YOUR NAME ON THE APPROPRIATE LINE AND CHECK THE APPROPRIATE BOX FOR YOUR STATUS, THEN CHECK THE “EXEMPT PAYEE” BOX, SIGN AND DATE THE FORM, AND RETURN IT TO THE PAYER. Foreign payees who are not subject to backup withholding should complete the appropriate IRS Form W-8 and return it to the payer.

Privacy Act Notice

Section 6109 of the IRC requires most recipients of dividend, interest or other payments to give their correct taxpayer identification numbers to payers who must report the payments to the IRS. The IRS uses the numbers for identification purposes and to help verify the accuracy of tax returns. It may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia and U.S. possessions to carry out their tax laws. It may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, and to federal law enforcement and intelligence agencies to combat terrorism.

Payees must provide payers with their taxpayer identification numbers whether or not they are required to file tax returns. Payers must generally withhold 28% of taxable interest, dividend and certain other payments to a payee who does not furnish a taxpayer identification number to a payer. Certain penalties may also apply.

Penalties

1. **Penalty for Failure to Furnish Taxpayer Identification Number** — If you fail to furnish your correct taxpayer identification number to a payer, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.
2. **Civil Penalty for False Information With Respect to Withholding** — If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of \$500.
3. **Criminal Penalty for Falsifying Information** — Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.
4. **Misuse of TINs** — If the requestor discloses or uses TINs in violation of federal law, the requestor may be subject to civil and criminal penalties.

FOR ADDITIONAL INFORMATION, CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE.

Exhibit 4-6

Master Ballot for Class 2

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

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

**MASTER BALLOT FOR CLASS 2
(SENIOR NOTES CLAIMS) (CUSIP NO. _____)**

Name of Debtor Entities and Case Numbers

WMI Investment Corp.	08-12228 (MFW)	Washington Mutual, Inc.	08-12229 (MFW)
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Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “*Debtors*”), each of which is identified above, are soliciting votes with respect to the Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of October 6, 2010 (as it may be further amended, the “*Plan*”), from the holders of certain impaired claims against the Debtors. The Plan is attached as Exhibit A to the Disclosure Statement for the Plan (as it may be amended, the “*Disclosure Statement*”). All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to such terms in the Plan.

The United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”) has approved the Disclosure Statement, which provides information to assist you in deciding how to vote on the Plan. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. If you have any questions on how to properly complete this Ballot, please contact Kurtzman Carson Consultants LLC (the “*Voting Agent*”) at (917) 281-4800. Please be advised that Kurtzman Carson Consultants LLC cannot provide legal advice.

THIS MASTER BALLOT IS ONLY FOR CASTING VOTES ON BEHALF OF BENEFICIAL HOLDERS OF THE SENIOR NOTES CLAIMS.

This Master Ballot is to be used by you as a broker, bank, or other nominee; or as the agent of a broker, bank, or other nominee (each of the foregoing, a “Voting Nominee”); or as the proxy holder of a Voting Nominee or beneficial holder of the Senior Notes, to transmit to the Voting Agent the votes of such beneficial holders in respect of their Senior Notes Claims to accept or reject the Plan.

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 925 Fourth Avenue, Seattle, Washington 98104.

IMPORTANT

VOTING DEADLINE: 5:00 P.M. (Pacific Time) on November 15, 2010.

To have the vote of the beneficial holder(s) for whom you act as Voting Nominee count, the Master Ballot must be properly completed, signed, and returned so that it is actually received by the Voting Agent, Kurtzman Carson Consultants LLC, by no later than 5:00 p.m. (Pacific Time) on November 15, 2010, unless such time is extended by the Debtors. Please mail or deliver your Master Ballot to: Washington Mutual Ballot Processing, c/o Kurtzman Carson Consultants, 599 Lexington Avenue, 39th Floor, New York, New York 10022.

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Master Ballot is not received by the Voting Agent on or before the Voting Deadline and such deadline is not extended by the Debtors, the votes of the beneficial holder(s) for whom you act as Voting Nominee will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on the beneficial holder(s) for whom you act as Voting Nominee whether or not you vote.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 1 AND COMPLETE ITEM 1.
2. COMPLETE ITEM 2.
3. COMPLETE ITEM 3.
4. COMPLETE ITEM 4.
5. COMPLETE ITEM 5.
6. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 6, AND COMPLETE ITEM 6.
7. **SIGN THE BALLOT.**
8. RETURN THE BALLOT IN THE PRE-ADDRESSED POSTAGE-PAID ENVELOPE (SO THAT IT IS RECEIVED BEFORE THE VOTING DEADLINE).
9. BENEFICIAL HOLDERS MUST VOTE THE FULL AMOUNT OF THE ALLOWED PREPETITION CLAIM COVERED BY THEIR BALLOTS EITHER TO ACCEPT OR TO REJECT THE PLAN. BENEFICIAL HOLDERS MAY NOT SPLIT THEIR VOTES.
10. ANY EXECUTED BALLOT RECEIVED BY YOU FROM A BENEFICIAL HOLDER THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, SHOULD BE COUNTED AS AN ACCEPTANCE OF THE PLAN.

This Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than to cast votes to accept or reject the Plan.

**VOTING INSTRUCTIONS FOR COMPLETING THE MASTER BALLOT
FOR VOTING NOMINEES OF CLASS 2 (SENIOR NOTES CLAIMS)**

1. The Plan will be accepted by Class 2 if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class 2 that actually vote on the Plan. In the event that Class 2 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on beneficial holders for which you are acting as Voting Nominee if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the holders of Claims in Class 2 and all other Classes of Claims or Equity Interests rejecting the Plan, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Equity Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby, and may be bound to the releases contained therein.

2. **Complete, sign, and return this Master Ballot to Kurtzman Carson Consultants LLC so that it is received by the Voting Agent by no later than 5:00 p.m. (Pacific Time) on November 15, 2010 (the “Voting Deadline”), unless such time is extended in writing by the Debtors.** Ballots must be delivered either by mail with the enclosed envelope or by hand delivery or overnight courier to the Voting Agent at the following address:

Washington Mutual Ballot Processing
c/o Kurtzman Carson Consultants
599 Lexington Avenue, 39th Floor
New York, New York 10022

Attn: Vote Processing
Telephone: (917) 281-4800

Ballots will not be accepted by telecopy, facsimile, e-mail or other electronic means of transmission.

3. **HOW TO VOTE:**

If you are both the registered owner and the beneficial holder of any principal face amount of the Senior Notes and you wish to vote any Senior Notes Claims held by you as the beneficial holder thereof, you must complete, execute and return to the Voting Agent a Master Ballot in connection therewith.

If you are transmitting the votes of any beneficial holders of Senior Notes Claims other than yourself, you must forward the Solicitation Package to such beneficial holders, together with (i) the Beneficial Holder Ballots for voting and (ii) a return envelope provided by and addressed to you, the Voting Nominee, with the beneficial holders then returning the individual Beneficial Holder Ballots to you, the Voting Nominee. In such case, you, the Voting Nominee, will tabulate the votes of your respective beneficial holders on a Master Ballot that will be provided to you, the Voting Nominee, separately by the Voting Agent, in accordance with any instructions set forth in the instructions to the Master Ballot, and then return the Master Ballot to the Voting Agent. You, the Voting Nominee should advise the beneficial holders to return their individual Beneficial Holder Ballots to you by a date calculated by you to allow yourself sufficient time to prepare and return the Master Ballot to

the Voting Agent so that the Master Ballot is actually received by the Voting Agent by the Voting Deadline.

4. With respect to all Beneficial Holder Ballots returned to you, you must properly complete the Master Ballot, as follows:
 - a. Check the appropriate box in Item 1 on the Master Ballot;
 - b. Indicate the votes to accept or reject the Plan in Item 2 of the Master Ballot, as transmitted to you by the beneficial holders of Senior Notes Claims. To identify such beneficial holders without disclosing their names, please use the customer account number assigned by you to each such beneficial holder or, if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each beneficial holder and the assigned number). **IMPORTANT: EACH BENEFICIAL HOLDER MUST VOTE ALL OF HIS, HER, OR ITS SENIOR NOTES CLAIMS EITHER TO ACCEPT OR REJECT THE PLAN, AND MAY NOT SPLIT SUCH VOTE. IF ANY BENEFICIAL HOLDER HAS ATTEMPTED TO SPLIT SUCH VOTE, PLEASE CONTACT THE VOTING AGENT IMMEDIATELY;**
 - c. Please note that Item 3 of the Master Ballot requests that you transcribe the information provided by each beneficial holder in Item 3 of each completed Beneficial Holder Ballot relating to other Senior Notes Claims voted;
 - d. Please note that Item 4 of the Master Ballot requests that you transcribe the information provided by each beneficial holder in Item 4 of each completed Beneficial Holder Ballot relating to the granting of certain releases, and that you tender the underlying Senior Notes held by those beneficial holders electing to opt out of granting the releases to the appropriate account established at DTC for such purpose;
 - e. Please note that Item 5 of the Master Ballot requests that you transcribe the information provided by each beneficial holder in Item 5 of each completed Beneficial Holder Ballot relating to the Exchange Election, and that you tender the underlying Senior Notes held by those beneficial holders making the Exchange Election to the appropriate account established at DTC for such purpose;
 - f. Review the certification in Item 6 of the Master Ballot;
 - g. Sign and date the Master Ballot, and provide the remaining information requested;
 - h. If additional space is required to respond to any item on the Master Ballot, please use additional sheets of paper clearly marked to indicate the applicable Item of the Master Ballot to which you are responding;
 - i. Contact the Voting Agent if you need any additional information; and
 - j. Deliver the completed, executed Master Ballot so as to be received by the Voting Agent before the Voting Deadline. For each completed, executed Beneficial Holder Ballot returned to you by a beneficial holder, either forward such Beneficial Holder Ballot (along with your Master Ballot) to the Voting Agent or retain such Beneficial Holder Ballot in your files for one year from the Voting Deadline.

IF YOU HAVE ANY QUESTIONS REGARDING THE MASTER BALLOT, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR IF YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES

OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT (917) 281-4800. COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT WWW.KCCLLC.NET/WAMU. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

Item 1. Certification of Authority to Vote. The undersigned certifies that as of October 18, 2010 (the Voting Record Date under the Plan), the undersigned (please check appropriate box):

- Is a broker, bank, or other nominee for the beneficial holders of the aggregate principal face amount of the Senior Notes listed in Item 2 below, and is the registered holder of such securities, or
- Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, or other nominee that is the registered holder of the aggregate principal face amount of the Senior Notes listed in Item 2 below, or
- Has been granted a proxy (an original of which is attached hereto) from a broker, bank, or other nominee, or a beneficial holder, that is the registered holder of the aggregate principal face amount of Senior Notes listed in Item 2 below,

and accordingly, has full power and authority to vote to accept or reject the Plan, on behalf of the Senior Notes Claims held by the beneficial holders of the Senior Notes described in Item 2.

Item 2. Vote. The undersigned transmits the following votes of beneficial holders in respect of their Senior Notes Claims, and certifies that the following beneficial holders of the Senior Notes, as identified by their respective customer account numbers set forth below, are beneficial holders of such securities as of October 18, 2010, the Voting Record Date, and have delivered to the undersigned, as Voting Nominee, their ballots ("**Beneficial Holder Ballots**") casting such votes. Indicate in the appropriate column the aggregate principal face amount voted for each account, or attach such information to this Master Ballot in the form of the following table. Please note each beneficial holder must vote all of his, her, or its Senior Notes Claims to accept or to reject the Plan and may not split such vote.

Your Customer Account Number for Each Beneficial Holder of Voting Senior Notes	Principal Amount of Senior Notes Voted to ACCEPT or REJECT Plan*	
	ACCEPT	REJECT
1.	\$	\$
2.	\$	\$
3.	\$	\$
4.	\$	\$
5.	\$	\$
6.	\$	\$
7.	\$	\$
8.	\$	\$
9.	\$	\$
TOTALS:	\$	\$

* Any executed ballot received by a Voting Nominee from a beneficial holder that (a) does not indicate either an acceptance or rejection of the Plan, or (b) that indicates both an acceptance and a rejection of the Plan, should be counted as an **acceptance** of the Plan.

Item 3. Certification as to Transcription of Information from Item 3 as to Senior Notes Claims Voted Through Other Beneficial Holder Ballots. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by beneficial holders in Item 3 of the beneficial holders' original Beneficial Holder Ballots, identifying any Senior Notes Claims for which such beneficial holders have submitted other Beneficial Holder Ballots other than to the undersigned:

YOUR Customer Account Number for Each	TRANSCRIBE FROM <u>ITEM 3</u> OF THE BENEFICIAL HOLDER BALLOTS:		
	Account Number	Name of Owner	Amount of Other

Beneficial Holder Who Completed <u>Item 3</u> of the Beneficial Holder Ballots			Senior Notes Voted
1.			\$
2.			\$
3.			\$
4.			\$
5.			\$
6.			\$
7.			\$
8.			\$
9.			\$
10.			\$

Item 4. Certification as to Transcription of Information from Item 4 as to Opt-Out Election. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by beneficial holders in Item 4 of the beneficial holders' original Beneficial Holder Ballots:

YOUR Customer Account Number for Each Beneficial Holder Who Completed <u>Item 4</u> of the Beneficial Holder Ballots	VOI Number from DTC* for Each Beneficial Holder Who Elected to Opt Out of Granting Releases	Principal Amount for Each Beneficial Holder Who Elected to Opt Out of Granting Releases	TRANSCRIBE FROM <u>ITEM 4</u> OF THE BENEFICIAL HOLDER BALLOTS:
			Elect to Opt Out of granting releases
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

* The underlying Senior Notes held by those beneficial holders electing to opt out of granting releases are to be tendered into the appropriate election account established at The Depository Trust Company ("DTC") for that purpose. Input the corresponding VOI number received from DTC in the appropriate Opt-Out Election column in the table above if the beneficial holder elected the Opt-Out Election in Item 4 on its individual Beneficial Holder Ballot. Senior Notes may not be withdrawn from the DTC election account once tendered. No further trading will be permitted in the Senior Notes held in the election account at DTC. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all Senior Notes held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder.

Item 5. Certification as to Transcription of Information from Item 5 as to Exchange Election. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by beneficial holders in Item 5 of the beneficial holders' original Beneficial Holder Ballots:

YOUR Customer Account Number for Each Beneficial Holder Who Completed <u>Item 5</u> of the Beneficial Holder Ballots	VOI Number from DTC* for Each Beneficial Holder Who Completed <u>Item 5</u> of the Beneficial Holder Ballots	Principal Amount for Each Beneficial Holder Who Completed <u>Item 5</u> of the Beneficial Holder Ballots	TRANSCRIBE FROM <u>ITEM 5</u> OF THE BENEFICIAL HOLDER BALLOTS:		
			% of such beneficial holder's <i>pro rata</i> share of Creditor Cash to be Distributed as Reorganized Common Stock	% of such beneficial holder's <i>pro rata</i> share of Cash to be received as Liquidating Trust Interests to be Distributed as Reorganized Common Stock	% of such holder's <i>pro rata</i> share of remaining claim to be received on account of subordination and payover rights if held to be applicable and exercisable separately by each holder
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

* The underlying Senior Notes held by those beneficial holders making the Exchange Election are to be tendered into the appropriate election account established at The Depository Trust Company ("DTC") for that purpose. Input the corresponding VOI number received from DTC in the appropriate Exchange Election column in the table above if the beneficial holder elected the Exchange Election in Item 5 on its individual Beneficial Holder Ballot. Senior Notes may not be withdrawn from the DTC election account once tendered. No further trading will be permitted in the Senior Notes held in the election account at DTC. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all Senior Notes held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder.

Item 6. Certification. By signing this Master Ballot, the undersigned certifies that each beneficial holder of the Senior Notes listed in Item 2 above has been provided with a copy of the Disclosure Statement, including the exhibits thereto, and acknowledges that the solicitation of votes for the Plan is subject to all of the terms and conditions set forth in the Disclosure Statement.

Name of Voting Nominee: _____
(Print or Type)

Participant Number: _____

Name of Proxy Holder or Agent for Voting Nominee (if applicable): _____
(Print or Type)

Last Four (4) Digits of Social Security or Federal Tax I.D. No.: _____

Signature: _____

By: _____
(If Appropriate)

Title: _____
(If Appropriate)

Street Address: _____

City, State, Zip Code: _____

Telephone Number: () _____
(Including Area Code)

Date Completed: _____

Exhibit 4-7

Beneficial Holder Ballot for Class 2

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

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

**BENEFICIAL HOLDER BALLOT FOR CLASS 2
(SENIOR NOTES CLAIMS) (CUSIP NO. _____)**

Name of Debtor Entities and Case Numbers

WMI Investment Corp.	08-12228 (MFW)	Washington Mutual, Inc.	08-12229 (MFW)
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Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “*Debtors*”), each of which is identified above, are soliciting votes with respect to the Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of October 6, 2010 (as it may be further amended, the “*Plan*”), from the holders of certain impaired claims against the Debtors. The Plan is attached as Exhibit A to the Disclosure Statement for the Plan (as it may be amended, the “*Disclosure Statement*”). All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to such terms in the Plan.

If you are, as of October 18, 2010, the holder of a Senior Notes Claim, please use this Ballot to cast your vote to accept or reject the Plan. **THIS BALLOT IS ONLY FOR THE BENEFICIAL HOLDERS OF THE SENIOR NOTES CLAIMS.**

The United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”) has approved the Disclosure Statement, which provides information to assist you in deciding how to vote on the Plan. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. If you have any questions on how to properly complete this Ballot, please contact Kurtzman Carson Consultants LLC (the “*Voting Agent*”) at (888) 830-4644. Please be advised that Kurtzman Carson Consultants LLC cannot provide legal advice.

Please note that the Debtors consented to, and the Bankruptcy Court directed, the appointment by the United States Trustee for the District of Delaware of Joshua R. Hochberg as examiner to conduct an investigation of the Debtors. The examiner will prepare a report summarizing its findings and such report, with the exception of any confidential information contained therein, will be made publicly available at www.kccllc.net/wamu prior to the deadline to vote on the Plan.

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 925 Fourth Avenue, Seattle, Washington 98104.

IMPORTANT

You should review the Disclosure Statement and the Plan (including the Global Settlement Agreement) before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your claim or claims under the Plan.

All of your Senior Notes Claims against the Debtors have been placed in Class 2 under the Plan. If you hold claims in more than one class under the Plan, you will receive a Ballot for each class in which you are entitled to vote and must complete a separate Ballot for each such class of claims.

VOTING DEADLINE: 5:00 P.M. (Pacific Time) on November 15, 2010.

In order for your vote to be counted, the Master Ballot from your Nominee must be properly completed, signed, and returned so that it is actually received by the Voting Agent, Kurtzman Carson Consultants LLC, by no later than 5:00 p.m. (Pacific Time) on November 15, 2010, unless such time is extended by the Debtors. Please mail or deliver your Ballot to your Voting Nominee.

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If the Master Ballot from your Nominee is not received by the Voting Agent on or before the Voting Deadline and such deadline is not extended by the Debtors, your vote will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on you whether or not you vote.

Your receipt of this Ballot does not signify that your claim(s) has been or will be allowed.

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR BANK, BROKER, OR OTHER VOTING NOMINEE (EACH OF THE FOREGOING, A “VOTING NOMINEE”), YOU MUST RETURN THIS BALLOT TO SUCH VOTING NOMINEE AND NOT THE VOTING AGENT. PLEASE ALLOW SUFFICIENT TIME FOR YOUR VOTING NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. REVIEW ITEM 1.
2. COMPLETE ITEM 2.
3. COMPLETE ITEM 3.
4. COMPLETE ITEM 4. NOTE THAT THIS ITEM IS OPTIONAL.
5. COMPLETE ITEM 5. NOTE THAT THIS ITEM IS OPTIONAL.
6. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 6, AND COMPLETE ITEM 6.
7. **SIGN THE BALLOT.**
8. RETURN THE BALLOT IN THE PRE-ADDRESSED POSTAGE-PAID ENVELOPE (SO THAT IT IS RECEIVED BEFORE THE VOTING DEADLINE).
IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR BANK, BROKER, OR OTHER VOTING NOMINEE (EACH OF THE FOREGOING, A "VOTING NOMINEE"), PLEASE RETURN THE BALLOT TO SUCH VOTING NOMINEE AND ALLOW SUFFICIENT TIME FOR YOUR VOTING NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.
9. YOU MUST VOTE THE FULL AMOUNT OF THE ALLOWED CLAIM COVERED BY THIS BALLOT EITHER TO ACCEPT OR TO REJECT THE PLAN. YOU MAY NOT SPLIT YOUR VOTE.
10. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, WILL BE COUNTED AS AN ACCEPTANCE OF THE PLAN.

This Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than to cast votes to accept or reject the Plan.

**VOTING INSTRUCTIONS FOR COMPLETING THE BALLOT
FOR HOLDERS OF CLASS 2 (SENIOR NOTES CLAIMS)**

1. This Ballot is submitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan will be accepted by Class 2 if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class 2 that actually vote on the Plan. In the event that Class 2 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the holders of Claims in Class 2 and all other Classes of Claims or Equity Interests rejecting the Plan, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Equity Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby, and may be bound to the releases contained therein.
3. **Complete, sign, and return this Ballot in the envelope provided.**
4. To properly complete the Ballot, you must follow the procedures described below:
 - a. if you have a Claim in Class 2, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;
 - b. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act);
 - c. if you also hold Claims in a Class other than Class 2, you may receive more than one Ballot, labeled for a different Class of Claims. Your vote will be counted in determining acceptance or rejection of the Plan by a particular Class of Claims only if you complete, sign, and return the Ballot labeled for that Class of Claims in accordance with the instructions on that Ballot;
 - d. if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;
 - e. provide your name and mailing address;
 - f. sign and date your Ballot; and
 - g. return your Ballot using the enclosed pre-addressed return envelope.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR IF YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT (888) 830-4644. COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT WWW.KCCLLC.NET/WAMU. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

ITEM 1. Amount of Senior Notes Claim. The face amount of your claim for voting purposes is: \$ _____. If your Senior Notes are held by a Voting Nominee on your behalf and you do not know the face amount of the Senior Notes held, please contact your Voting Nominee immediately.

ITEM 2. Vote on the Plan. The undersigned holder of a Senior Notes Claim in the amount identified in Item 1 above hereby votes to:

- Check one box: Accept the Plan
 Reject the Plan

ITEM 3. Certification as to Senior Notes Claims held in Additional Accounts. By completing and returning this Ballot, the beneficial holder certifies that either (a) it has not submitted any other Ballots for other Class 2 Senior Notes Claims held in other accounts or other record names or (b) it has provided the information specified in the following table for all other Class 2 Senior Notes Claims for which it has submitted additional Ballots, each of which indicates the same vote to accept or reject the Plan (please use additional sheets of paper if necessary):

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED CLASS 2 BALLOTS OTHER THAN THIS BALLOT.

Account Number	Name of Holder ¹	Amount of Other Senior Notes Claims Voted

ITEM 4. OPTIONAL – Opt-Out Election. By checking the box below, you elect NOT to grant the releases contained in Section 43.6 of the Plan as they relate to the opt-out release parties set forth in Section 43.6 of the Plan. Election to withhold consent is at your option. **Please be advised that if you elect NOT to grant the releases, you WILL NOT be entitled to a distribution under the Plan.** If you submit your Ballot without this box checked, you will be deemed to consent to the release. However, be advised that the Debtors, at the Confirmation Hearing, intend to seek enforcement of the releases, injunction, and exculpation contained in Sections 43.6, 43.7, and 43.8 of the Plan as to all parties regardless of whether you elect to opt out.

- Check the box: Elect to opt out

In order to elect to opt out of granting the releases, the Nominee holding your Senior Notes must “tender” your notes into the appropriate election account established at The Depository Trust Company (“DTC”) for this purpose. Senior Notes may not be withdrawn from the election account after your Nominee has tendered them to the election account at DTC. Once the Senior Notes have been tendered, no further trading will be permitted in the Senior Notes held in the election account. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all Senior Notes held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder.

ITEM 5. OPTIONAL – Exchange Election.

Commencing on the Effective Date, and subject to (a) the right of election described in the Plan and (b) the provisions of Section 32.1(a) of the Plan with respect to a Retention/Sale Transaction, each holder of an Allowed Senior Notes Claim shall be entitled to receive on account of such holder’s Allowed Senior Notes Claim and Postpetition Interest Claim such holder’s *pro rata* share of (i) Creditor Cash and (ii) Liquidating Trust Interests, in an aggregate amount equal to (a) such holder’s Allowed Senior Notes Claim and (b) in the event that all Allowed Claims are paid in full, such holder’s Postpetition Interest Claim.

Notwithstanding the foregoing, the Plan provides that holders of Allowed Senior Notes Claims each shall be provided the right to elect, in their sole and absolute discretion, to receive Reorganized Common Stock (subject

¹ Insert your name if the Senior Notes are held by you in your own name or, if held in “street name,” insert the name of your broker or bank.

to adjustment based upon the amount of Reorganized Common Stock elected by holders of Allowed General Unsecured Claims and subject to dilution on account of the Rights Offering), in lieu of some or all of the Creditor Cash or Cash on account of Liquidating Trust Interests, as the case may be, that such holder otherwise is entitled to receive pursuant to the Plan. If you would like to make such an election, complete the information below.

Check the box: Elect to receive Reorganized Common Stock in lieu of Creditor Cash

_____ % of such holder's *pro rata* share of Creditor Cash to be distributed as Reorganized Common Stock

Check the box: Elect to receive Reorganized Common Stock in lieu of Cash to be received on account of Liquidating Trust Interests

_____ % of such holder's *pro rata* share of Cash to be received on account of Liquidating Trust Interests to be distributed as Reorganized Common Stock

If the Plan and Confirmation Order provide that both (i) Reorganized Common Stock is subject to payover rights under the applicable contractual subordination provisions in the Indentures and Guarantee Agreements and (ii) such rights are exercisable individually per holder, please indicate below the percentage, if any, of such Reorganized Common Stock you would elect to receive

_____ % of such holder's *pro rata* share of remaining claim to be received on account of subordination and payover rights if held to be applicable and exercisable separately by each holder.

In order to make the Exchange Election, the Voting Nominee holding your Senior Notes must "tender" your notes into the appropriate election account established at The Depository Trust Company ("DTC") for this purpose. Senior Notes may not be withdrawn from the election account after your Nominee has tendered them to the election account at DTC. Once the Senior Notes have been tendered, no further trading will be permitted in the Senior Notes held in the election account. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all Senior Notes held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder.

NOTE: To the extent a holder receives Reorganized Common Stock, such holder's distribution of Creditor Cash or Cash to be received on account of Liquidating Trust Interests, as the case may be, shall be reduced on a dollar-for-dollar basis by the value of the Reorganized Common Stock so received (valued as of the Effective Date), so that the ultimate recovery percentage for each holder of an Allowed Senior Notes Claim is the same, regardless of whether a holder receives Reorganized Common Stock. **If all Allowed Senior Notes Claims and Postpetition Interest Claims on account of Allowed Senior Notes Claims are paid in full, in Cash on the Effective Date, then holders of Allowed Senior Notes Claims who elected to receive Reorganized Common Stock shall not receive such stock and their election rights shall automatically be deemed cancelled. To the extent that all Allowed Senior Notes Claims and/or Postpetition Interest Claims on account of Allowed Senior Notes Claims are not paid in full, in Cash on the Effective Date, then holders of Allowed Senior Notes Claims who elected to receive Reorganized Common Stock shall only be entitled to receive Reorganized Common Stock with an aggregate value equal to any unpaid portion of their Allowed Senior Notes Claims and Postpetition Interest Claims in accordance with the Subordination Model attached to the Plan as Exhibit "G".** Failure by any holder of an Allowed Senior Notes Claim to elect to exercise election rights on or before the Voting Deadline shall constitute a deemed waiver and relinquishment of such rights by such holder. Any election made after the Voting Deadline shall not be binding upon the Debtors unless the Voting Deadline is waived, in writing, by the Debtors; provided, however, that under no circumstance may such waiver by the Debtors occur on or after the Effective Date. Any holder electing to receive Reorganized Common Stock shall be subject to, and bound by a registration rights agreement, if any, a form of which will be filed with the Bankruptcy Court prior to the Voting Deadline if applicable.

NOTE: In the event that, as of the Effective Date, the Debtors have determined to enter into a Retention/Sale Transaction, all elections to receive Reorganized Common Stock **shall be deemed null and void and of no force or effect and no Reorganized Common Stock shall be issued pursuant to the Plan.**

Voting on the Plan or exercising an election shall not constitute or be deemed a waiver of any rights or remedies that any holder or Indenture Trustee may have with respect to subordination and subrogation rights arising under or with

respect to the Senior Notes, Senior Subordinated Notes, CCB Guarantees, PIERS Common Securities and PIERS Preferred Securities, all of which rights and remedies shall be controlled and governed by the Indentures and Guarantee Agreements providing for and relating to such subordination and subrogation rights and nothing in the Plan or any annex, attachment, schedule or exhibit to the Plan, shall amend, modify or impair such rights (or any remedies in respect thereof) in any manner or fashion; provided, however, that any disagreement with the priorities or distributions set forth in the Plan or in the Subordination Model shall be raised prior to, and decided at, the Confirmation Hearing, and all issues with respect to contractual subordination and subrogation not resolved at the Confirmation Hearing shall be governed pursuant to the Subordination Model or, if the decision of the Bankruptcy Court at the Confirmation Hearing differs from the Subordination Model, then all issues with respect to contractual subordination and subrogation shall be governed pursuant to such decision.

ITEM 6. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges that the undersigned has been provided with a copy of the Disclosure Statement, including all exhibits thereto. The undersigned certifies that (i) it is the holder of the Senior Notes Claims identified in Item 1 above as of October 18, 2010 and (ii) it has full power and authority to vote to accept or reject the Plan. The undersigned further acknowledges that the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement and the order of the Bankruptcy Court approving the Disclosure Statement and the procedures for the solicitation of votes to accept or reject the Plan contained therein. The undersigned further acknowledges that by voting to accept the Plan, any holder of a Claim against the Debtors is affirmatively agreeing to the various release and exculpation provisions of the Plan, which appear principally in Article 43 of the Plan and provide as follows:

“43.6 Releases by Holders of Claims and Equity Interests. Except as otherwise expressly provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, and except with respect to holders of WMB Senior Notes Claims and Non-Filing WMB Senior Note Holders who do not check the box labeled “Grant Plan Section 43.6 Release”, on the Effective Date, for good and valuable consideration, each Entity that has held, currently holds or may hold a Released Claim or any Equity Interest that is terminated, and each of its respective Related Persons, on their own behalf and on behalf of anyone claiming through them, on their behalf, or for their benefit, shall be deemed to have and hereby does irrevocably and unconditionally, fully, finally and forever waive, release, acquit and discharge each and all of the Released Parties from any and all Released Claims in connection with or related to any of the Debtors, the Reorganized Debtors, the Affiliated Banks, or their respective subsidiaries, assets, liabilities, operations, property or estates, the Chapter 11 Cases or the Plan or the Disclosure Statement, the assets to be received by JPMC pursuant to the Global Settlement Agreement, the Plan Contribution Assets, the Debtors' Claims, the JPMC Claims, the FDIC Claim, the Purchase and Assumption Agreement, the WMI/WMB Intercompany Claims, any intercompany claims on the books of WMI or WMB related to the WaMu Pension Plan or the Lakeview Plan, claims related in any way to the Trust Preferred Securities (including, without limitation, the creation of the Trust Preferred Securities, the financing associated therewith, the requested assignment of the Trust Preferred Securities by the Office of Thrift Supervision and the transfer and the asserted assignment of the Trust Preferred Securities subsequent thereto), and/or any claim, act, fact, transaction, occurrence, statement, or omission in connection with or alleged in the Actions or in the Texas Litigation, or that could have been alleged in respect of the foregoing or other similar proceeding, including, without limitation, any such claim demand, right, liability, or cause of action for indemnification, contribution or any other basis in law or equity for damages, costs or fees incurred by the releasors herein arising directly or indirectly from or otherwise relating thereto; provided, however, that each Entity that has submitted a Ballot may elect, by checking the appropriate box on its Ballot, not to grant the releases set forth in Section 43.6 of the Plan with respect to those Released Parties other than (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Trustees, and (iv) the Creditors' Committee and its members in such capacity and for their actions as members, their respective Related Persons, and their respective predecessors, successors and assigns (whether by operation of law or otherwise), in which case, such Entity that so elects to not grant the releases will not receive a distribution hereunder; and provided, further, that, because the Plan and the Global Settlement Agreement, and the financial contributions contained therein, are conditioned upon the aforementioned releases, and, as such, these releases are essential for the successful reorganization of the Debtors, pursuant to the Confirmation Order, those Entities that opt out of the releases provided hereunder shall be bound and shall receive the distributions they otherwise would be entitled to receive pursuant to the Plan; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, in connection with any legal action or claim brought by the United States Securities and Exchange Commission or (b) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) to the extent that (i) the Pension Plans are terminated from and after the Effective Date and (ii) the Pension Plans are underfunded as of the Effective Date, release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, from any liability as a fiduciary of the Pension Plans, under any law, government policy or regulatory provision, (b) enjoin or preclude the Pension Benefit Guaranty Corporation from enforcing such liability against such non-Debtor Entity during the applicable statute of limitations period set forth in 29 U.S.C. § 1303 following any such termination, or (c) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim. In addition to, and not in any way limiting the foregoing, each holder of an Allowed WMB Senior Notes Claim and each Accepting Non-Filing WMB Senior Notes Holder shall be deemed to have released the Debtors, the Reorganized Debtors, the Liquidating Trustee, and each of their respective Related Persons from any and all direct and derivative claims arising from or

related to such holder's WMB Senior Notes, as well as any misrepresentation or other similar claim for damages arising from the purchase or sale of such holder's WMB Senior Notes (including, without limitation, any Section 510(b) Subordinated WMB Notes Claims that such holder may have).

“43.7 Injunction Related to Releases. Except as provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, as of the Effective Date, (i) all Entities that hold, have held, or may hold a Released Claim or Equity Interest relating to any of the Debtors or the Reorganized Debtors or any of their respective assets, property and estates, that is released pursuant to Section 43.6 of the Plan, (ii) all other parties in interest, and (iii) each of the Related Persons of each of the foregoing entities, are, and shall be, permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any of the following actions, whether directly or indirectly, derivatively or otherwise, on account of or based on the subject matter of such discharged Released Claims or such Equity Interests: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including, without limitation, any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order; (iii) creating, perfecting or in any way enforcing in any matter, directly or indirectly, any Lien; (iv) setting off, seeking reimbursement or contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation owed to any Entity released under Section 43.6 hereof; and (v) commencing or continuing in any manner, in any place of any judicial, arbitration or administrative proceeding in any forum, that does not comply with or is inconsistent with the provisions of the Global Settlement Agreement, the Plan or the Confirmation Order.

“43.8 Exculpation. The Released Parties, members of the Plan Administration Committee and Plan Investment Committee of the WaMu Savings Plan, and each of their Related Persons shall not have or incur any liability to any Entity for any act taken or omitted to be taken in connection with the Chapter 11 Cases (including any actions taken by the Creditors' Committee after the Effective Date), the formulation, preparation, dissemination, implementation, confirmation or approval of the Plan or any compromises or settlements contained therein, the Disclosure Statement related thereto, the Global Settlement Agreement, or any contract, instrument, release or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the Plan and the Global Settlement Agreement; provided, however, that the foregoing provisions of this Section 43.8 shall not affect the liability of any Entity that otherwise would result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted gross negligence or willful misconduct. Any of the foregoing parties in all respects shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.”

Print or Type Name of Claimant: _____

Last Four (4) Digits of Social Security
or Federal Tax I.D. No. of Claimant: _____

Signature: _____

Name of Signatory (if different than claimant): _____

If by Authorized Agent, Title of Agent: _____

Street Address: _____

City, State and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

Exhibit 4-8

Master Ballot for Class 3

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

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

**MASTER BALLOT FOR CLASS 3
(SENIOR SUBORDINATED NOTES CLAIMS) (CUSIP NO. [])**

Name of Debtor Entities and Case Numbers

WMI Investment Corp.	08-12228 (MFW)	Washington Mutual, Inc.	08-12229 (MFW)
----------------------	----------------	-------------------------	----------------

Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “*Debtors*”), each of which is identified above, are soliciting votes with respect to the Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of October 6, 2010 (as it may be further amended, the “*Plan*”), from the holders of certain impaired claims against the Debtors. The Plan is attached as Exhibit A to the Disclosure Statement for the Plan (as it may be amended, the “*Disclosure Statement*”). All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to such terms in the Plan.

The United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”) has approved the Disclosure Statement, which provides information to assist you in deciding how to vote on the Plan. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. If you have any questions on how to properly complete this Ballot, please contact Kurtzman Carson Consultants LLC (the “*Voting Agent*”) at (917) 281-4800. Please be advised that Kurtzman Carson Consultants LLC cannot provide legal advice.

THIS MASTER BALLOT IS ONLY FOR CASTING VOTES ON BEHALF OF BENEFICIAL HOLDERS OF THE SENIOR SUBORDINATED NOTES.

This Master Ballot is to be used by you as a broker, bank, or other nominee; or as the agent of a broker, bank, or other nominee (each of the foregoing, a “Voting Nominee”); or as the proxy holder of a Voting Nominee or beneficial holder of the Senior Subordinated Notes, to transmit to the Voting Agent the votes of such beneficial holders in respect of their Senior Subordinated Notes Claims to accept or reject the Plan.

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 925 Fourth Avenue, Seattle, Washington 98104.

IMPORTANT

VOTING DEADLINE: 5:00 P.M. (Pacific Time) on November 15, 2010.

To have the vote of the beneficial holder(s) for whom you act as Voting Nominee count, the Master Ballot must be properly completed, signed, and returned so that it is actually received by the Voting Agent, Kurtzman Carson Consultants LLC, by no later than 5:00 p.m. (Pacific Time) on November 15, 2010, unless such time is extended by the Debtors. Please mail or deliver your Master Ballot to: Washington Mutual Ballot Processing, c/o Kurtzman Carson Consultants, 599 Lexington Avenue, 39th Floor, New York, New York 10022.

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Ballot is not received by the Voting Agent on or before the Voting Deadline and such deadline is not extended by the Debtors, the votes of the beneficial holder(s) for whom you act as Voting Nominee will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on the beneficial holder(s) for whom you act as Voting Nominee whether or not you vote.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 1 AND COMPLETE ITEM 1.
2. COMPLETE ITEM 2.
3. COMPLETE ITEM 3.
4. COMPLETE ITEM 4.
5. COMPLETE ITEM 5.
6. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 6, AND COMPLETE ITEM 6.
7. **SIGN THE BALLOT.**
8. RETURN THE BALLOT IN THE PRE-ADDRESSED POSTAGE-PAID ENVELOPE (SO THAT IT IS RECEIVED BEFORE THE VOTING DEADLINE).
9. BENEFICIAL HOLDERS MUST VOTE THE FULL AMOUNT OF THE ALLOWED PREPETITION CLAIM COVERED BY THEIR BALLOTS EITHER TO ACCEPT OR TO REJECT THE PLAN. BENEFICIAL HOLDERS MAY NOT SPLIT THEIR VOTES.
10. ANY EXECUTED BALLOT RECEIVED BY YOU FROM A BENEFICIAL HOLDER THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, SHOULD BE COUNTED AS AN ACCEPTANCE OF THE PLAN.

This Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than to cast votes to accept or reject the Plan.

**VOTING INSTRUCTIONS FOR COMPLETING THE MASTER BALLOT
FOR VOTING NOMINEES OF CLASS 3 (SENIOR SUBORDINATED NOTES CLAIMS)**

1. The Plan will be accepted by Class 3 if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class 3 that actually vote on the Plan. In the event that Class 3 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on beneficial holders for which you are acting as Voting Nominee if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the holders of Claims in Class 3 and all other Classes of Claims or Equity Interests rejecting the Plan, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Equity Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby, and may be bound to the releases contained therein.

2. **Complete, sign, and return this Master Ballot to Kurtzman Carson Consultants LLC so that it is received by the Voting Agent by no later than 5:00 p.m. (Pacific Time) on November 15, 2010 (the “Voting Deadline”), unless such time is extended in writing by the Debtors.** Ballots must be delivered either by mail with the enclosed envelope or by hand delivery or overnight courier to the Voting Agent at the following address:

Washington Mutual Ballot Processing
c/o Kurtzman Carson Consultants
599 Lexington Avenue, 39th Floor
New York, New York 10022

Attn: Vote Processing
Telephone: (917) 281-4800

Ballots will not be accepted by telecopy, facsimile, e-mail or other electronic means of transmission.

3. **HOW TO VOTE:**

If you are both the registered owner and the beneficial holder of any principal face amount of the Senior Subordinated Notes and you wish to vote any Senior Subordinated Notes Claims held by you as the beneficial holder thereof, you must complete, execute and return to the Voting Agent a Master Ballot in connection therewith.

If you are transmitting the votes of any beneficial holders of Senior Subordinated Notes Claims other than yourself, you must forward the Solicitation Package to such beneficial holders, together with (i) the Beneficial Holder Ballots for voting and (ii) a return envelope provided by and addressed to you, the Voting Nominee, with the beneficial holders then returning the individual Beneficial Holder Ballots to you, the Voting Nominee. In such case, you, the Voting Nominee, will tabulate the votes of your respective beneficial holders on a Master Ballot that will be provided to you, the Voting Nominee, separately by the Voting Agent, in accordance with any instructions set forth in the instructions to the Master Ballot, and then return the Master Ballot to the Voting Agent. You, the Voting Nominee, should advise the beneficial holders to return their individual Beneficial Holder Ballots to you by a date calculated by you to allow yourself sufficient time to prepare and return the Master

Ballot to the Voting Agent so that the Master Ballot is actually received by the Voting Agent by the Voting Deadline.

4. With respect to all Beneficial Holder Ballots returned to you, you must properly complete the Master Ballot, as follows:
 - a. Check the appropriate box in Item 1 on the Master Ballot;
 - b. Indicate the votes to accept or reject the Plan in Item 2 of the Master Ballot, as transmitted to you by the beneficial holders of the Senior Subordinated Notes Claims. To identify such beneficial holders without disclosing their names, please use the customer account number assigned by you to each such beneficial holder or, if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each beneficial holder and the assigned number). **IMPORTANT: EACH BENEFICIAL HOLDER MUST VOTE ALL OF HIS, HER, OR ITS SENIOR SUBORDINATED NOTES CLAIMS EITHER TO ACCEPT OR REJECT THE PLAN, AND MAY NOT SPLIT SUCH VOTE. IF ANY BENEFICIAL HOLDER HAS ATTEMPTED TO SPLIT SUCH VOTE, PLEASE CONTACT THE VOTING AGENT IMMEDIATELY;**
 - c. Please note that Item 3 of the Master Ballot requests that you transcribe the information provided by each beneficial holder in Item 3 of each completed Beneficial Holder Ballot relating to other Senior Subordinated Notes Claims voted;
 - d. Please note that Item 4 of the Master Ballot requests that you transcribe the information provided by each beneficial holder in Item 4 of each completed Beneficial Holder Ballot relating to the granting of certain releases, and that you tender the underlying Senior Subordinated Notes held by those beneficial holders electing to opt out of granting the releases to the appropriate account established at DTC for such purpose;
 - e. Please note that Item 5 of the Master Ballot requests that you transcribe the information provided by each beneficial holder in Item 5 of each completed Beneficial Holder Ballot relating to the Exchange Election, and that you tender the underlying Senior Subordinated Notes held by those beneficial holders making the Exchange Election to the appropriate account established at DTC for such purpose;
 - f. Review the certification in Item 6 of the Master Ballot;
 - g. Sign and date the Master Ballot, and provide the remaining information requested;
 - h. If additional space is required to respond to any item on the Master Ballot, please use additional sheets of paper clearly marked to indicate the applicable Item of the Master Ballot to which you are responding;
 - i. Contact the Voting Agent if you need any additional information; and
 - j. Deliver the completed, executed Master Ballot so as to be received by the Voting Agent before the Voting Deadline. For each completed, executed Beneficial Holder Ballot returned to you by a beneficial holder, either forward such Beneficial Holder Ballot (along with your Master Ballot) to the Voting Agent or retain such Beneficial Holder Ballot in your files for one year from the Voting Deadline.

IF YOU HAVE ANY QUESTIONS REGARDING THE MASTER BALLOT, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR IF YOU DID NOT RECEIVE A

COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT (917) 281-4800. COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT WWW.KCCLLC.NET/WAMU. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

Item 1. Certification of Authority to Vote. The undersigned certifies that as of October 18, 2010 (the Voting Record Date under the Plan), the undersigned (please check appropriate box):

- Is a broker, bank, or other nominee for the beneficial holders of the aggregate principal face amount of the Senior Subordinated Notes listed in Item 2 below, and is the registered holder of such securities, or
- Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, or other nominee that is the registered holder of the aggregate principal face amount of the Senior Subordinated Notes listed in Item 2 below, or
- Has been granted a proxy (an original of which is attached hereto) from a broker, bank, or other nominee, or a beneficial holder, that is the registered holder of the aggregate principal face amount of Senior Subordinated Notes listed in Item 2 below,

and accordingly, has full power and authority to vote to accept or reject the Plan, on behalf of the Senior Subordinated Notes Claims held by the beneficial holders of the Senior Subordinated Notes described in Item 2.

Item 2. Vote. The undersigned transmits the following votes of beneficial holders in respect of their Senior Subordinated Notes Claims, and certifies that the following beneficial holders of the Senior Subordinated Notes, as identified by their respective customer account numbers set forth below, are beneficial holders of such securities as of October 18, 2010, the Voting Record Date, and have delivered to the undersigned, as Voting Nominee, their ballots (“**Beneficial Holder Ballots**”) casting such votes. Indicate in the appropriate column the aggregate principal face amount voted for each account, or attach such information to this Master Ballot in the form of the following table. Please note each beneficial holder must vote all of his, her, or its Senior Subordinated Notes Claims to accept or to reject the Plan and may not split such vote.

Your Customer Account Number for Each Beneficial Holder of Voting Senior Subordinated Notes	Principal Amount of Senior Subordinated Notes Voted to ACCEPT or REJECT Plan*	
	ACCEPT	REJECT
1.	\$	\$
2.	\$	\$
3.	\$	\$
4.	\$	\$
5.	\$	\$
6.	\$	\$
7.	\$	\$
8.	\$	\$
9.	\$	\$
TOTALS:	\$	\$

* Any executed ballot received by a Voting Nominee from a beneficial holder that (a) does not indicate either an acceptance or rejection of the Plan, or (b) that indicates both an acceptance and a rejection of the Plan, should be counted as an **acceptance** of the Plan.

Item 3. Certification as to Transcription of Information from Item 3 as to Senior Subordinated Notes Claims Voted Through Other Beneficial Holder Ballots. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by beneficial holders in Item 3 of the beneficial holders’ original Beneficial Holder Ballots, identifying any Senior Subordinated Notes Claims for which such beneficial holders have submitted other Beneficial Holder Ballots other than to the undersigned:

YOUR Customer Account Number for Each Beneficial Holder Who Completed <u>Item 3</u> of the Beneficial Holder Ballots	TRANSCRIBE FROM <u>ITEM 3</u> OF THE BENEFICIAL HOLDER BALLOTS:		
	Account Number	Name of Owner	Amount of Other Senior Subordinated Notes Voted
1.			\$
2.			\$
3.			\$
4.			\$
5.			\$
6.			\$
7.			\$
8.			\$
9.			\$
10.			\$

Item 4. Certification as to Transcription of Information from Item 4 as to Opt-Out Election. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by beneficial holders in Item 4 of the beneficial holders' original Beneficial Holder Ballots:

YOUR Customer Account Number for Each Beneficial Holder Who Completed <u>Item 4</u> of the Beneficial Holder Ballots	VOI Number from DTC* for Each Beneficial Holder Who Elected to Opt Out of Granting Releases	Principal Amount for Each Beneficial Holder Who Elected to Opt Out of Granting Releases	TRANSCRIBE FROM <u>ITEM 4</u> OF THE BENEFICIAL HOLDER BALLOTS:
			Elect to Opt Out of granting releases
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

* The underlying Senior Subordinated Notes held by those beneficial holders electing to opt out of granting releases are to be tendered into the appropriate election account established at The Depository Trust Company ("DTC") for that purpose. Input the corresponding VOI number received from DTC in the appropriate Opt-Out Election column in the table above if the beneficial holder elected the Opt-Out Election in Item 4 on its individual Beneficial Holder Ballot. Senior Subordinated Notes may not be withdrawn from the DTC election account once tendered. No further trading will be permitted in the Senior Notes held in the election account at DTC. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all Senior Notes held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder.

Item 5. Certification as to Transcription of Information from Item 5 as to Exchange Election. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by beneficial holders in Item 5 of the beneficial holders' original Beneficial Holder Ballots:

YOUR Customer Account Number for Each Beneficial Holder Who Completed <u>Item 5</u> of the Beneficial Holder Ballots	VOI Number from DTC* for Each Beneficial Holder Who Completed <u>Item 5</u> of the Beneficial Holder Ballots	Principal Amount for Each Beneficial Holder Who Completed <u>Item 5</u> of the Beneficial Holder Ballots	TRANSCRIBE FROM <u>ITEM 5</u> OF THE BENEFICIAL HOLDER BALLOTS:		
			% of such beneficial holder's <i>pro rata</i> share of Creditor Cash to be Distributed as Reorganized Common Stock	% of such beneficial holder's <i>pro rata</i> share of Cash to be received as Liquidating Trust Interests to be Distributed as Reorganized Common Stock	% of such holder's <i>pro rata</i> share of remaining claim to be received on account of subordination and payover rights if held to be applicable and exercisable separately by each holder
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

* The underlying Senior Subordinated Notes held by those beneficial holders making the Exchange Election are to be tendered into the appropriate election account established at The Depository Trust Company ("DTC") for that purpose. Input the corresponding VOI number received from DTC in the appropriate Exchange Election column in the table above if the beneficial holder elected the Exchange Election in Item 5 on its individual Beneficial Holder Ballot. Senior Subordinated Notes may not be withdrawn from the DTC election account once tendered. No further trading will be permitted in the Unsecured Notes held in the election account at DTC. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all Senior Subordinated Notes held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder.

Item 6. Certification. By signing this Master Ballot, the undersigned certifies that each beneficial holder of the Senior Subordinated Notes listed in Item 2 above has been provided with a copy of the Disclosure Statement, including the exhibits thereto, and acknowledges that the solicitation of votes for the Plan is subject to all of the terms and conditions set forth in the Disclosure Statement.

Name of Voting Nominee: _____
(Print or Type)

Participant Number: _____

Name of Proxy Holder or Agent for Voting Nominee (if applicable): _____
(Print or Type)

Last Four (4) Digits of Social Security or Federal Tax I.D. No.: _____

Signature: _____

By: _____
(If Appropriate)

Title: _____
(If Appropriate)

Street Address: _____

City, State, Zip Code: _____

Telephone Number: () _____
(Including Area Code)

Date Completed: _____

Exhibit 4-9

Beneficial Holder Ballot for Class 3

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

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

**BENEFICIAL HOLDER BALLOT FOR CLASS 3
(SENIOR SUBORDINATED NOTES CLAIMS) (CUSIP NO. [])**

Name of Debtor Entities and Case Numbers

WMI Investment Corp.	08-12228 (MFW)	Washington Mutual, Inc.	08-12229 (MFW)
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Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “*Debtors*”), each of which is identified above, are soliciting votes with respect to the Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of October 6, 2010 (as it may be further amended, the “*Plan*”), from the holders of certain impaired claims against the Debtors. The Plan is attached as Exhibit A to the Disclosure Statement for the Plan (as it may be amended, the “*Disclosure Statement*”). All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to such terms in the Plan.

If you are, as of October 18, 2010, the holder of a Senior Subordinated Notes Claim, please use this Ballot to cast your vote to accept or reject the Plan. **THIS BALLOT IS ONLY FOR THE BENEFICIAL HOLDERS OF THE SENIOR SUBORDINATED NOTES CLAIMS.**

The United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”) has approved the Disclosure Statement, which provides information to assist you in deciding how to vote on the Plan. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. If you have any questions on how to properly complete this Ballot, please contact Kurtzman Carson Consultants LLC (the “*Voting Agent*”) at (888) 830-4644. Please be advised that Kurtzman Carson Consultants LLC cannot provide legal advice.

Please note that the Debtors consented to, and the Bankruptcy Court directed, the appointment by the United States Trustee for the District of Delaware of Joshua R. Hochberg as examiner to conduct an investigation of the Debtors. The examiner will prepare a report summarizing its findings and such report, with the exception of any confidential information contained therein, will be made publicly available at www.kccllc.net/wamu prior to the deadline to vote on the Plan.

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 925 Fourth Avenue, Seattle, Washington 98104.

IMPORTANT

You should review the Disclosure Statement and the Plan (including the Global Settlement Agreement) before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your claim or claims under the Plan.

All of your Senior Subordinated Notes Claims against the Debtors have been placed in Class 3 under the Plan. If you hold claims in more than one class under the Plan, you will receive a Ballot for each class in which you are entitled to vote and must complete a separate Ballot for each such class of claims.

VOTING DEADLINE: 5:00 P.M. (Pacific Time) on November 15, 2010.

In order for your vote to be counted, the Master Ballot from your Nominee must be properly completed, signed, and returned so that it is actually received by the Voting Agent, Kurtzman Carson Consultants LLC, by no later than 5:00 p.m. (Pacific Time) on November 15, 2010, unless such time is extended by the Debtors. Please mail or deliver your Ballot to your Voting Nominee.

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If the Master Ballot from your Nominee is not received by the Voting Agent on or before the Voting Deadline and such deadline is not extended by the Debtors, your vote will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on you whether or not you vote.

Your receipt of this Ballot does not signify that your claim(s) has been or will be allowed.

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR BANK, BROKER, OR OTHER VOTING NOMINEE (EACH OF THE FOREGOING, A “VOTING NOMINEE”), YOU MUST RETURN THIS BALLOT TO SUCH VOTING NOMINEE AND NOT THE VOTING AGENT. PLEASE ALLOW SUFFICIENT TIME FOR YOUR VOTING NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. REVIEW ITEM 1.
2. COMPLETE ITEM 2.
3. COMPLETE ITEM 3.
4. COMPLETE ITEM 4. NOTE THAT THIS ITEM IS OPTIONAL.
5. COMPLETE ITEM 5. NOTE THAT THIS ITEM IS OPTIONAL.
6. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 6.
7. **SIGN THE BALLOT.**
8. RETURN THE BALLOT IN THE PRE-ADDRESSED POSTAGE-PAID ENVELOPE (SO THAT IT IS RECEIVED BEFORE THE VOTING DEADLINE).
IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR BANK, BROKER, OR OTHER VOTING NOMINEE (EACH OF THE FOREGOING, A "VOTING NOMINEE"), PLEASE RETURN THE BALLOT TO SUCH VOTING NOMINEE AND ALLOW SUFFICIENT TIME FOR YOUR VOTING NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.
9. YOU MUST VOTE THE FULL AMOUNT OF THE ALLOWED CLAIM COVERED BY THIS BALLOT EITHER TO ACCEPT OR TO REJECT THE PLAN. YOU MAY NOT SPLIT YOUR VOTE.
10. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, WILL BE COUNTED AS AN ACCEPTANCE OF THE PLAN.

This Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than to cast votes to accept or reject the Plan.

**VOTING INSTRUCTIONS FOR COMPLETING THE BALLOT
FOR HOLDERS OF CLASS 3 (SENIOR SUBORDINATED NOTES CLAIMS)**

1. This Ballot is submitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan will be accepted by Class 3 if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class 3 that actually vote on the Plan. In the event that Class 3 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the holders of Claims in Class 3 and all other Classes of Claims or Equity Interests rejecting the Plan, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Equity Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby, and may be bound to the releases contained therein.
3. **Complete, sign, and return this Ballot in the envelope provided.**
4. To properly complete the Ballot, you must follow the procedures described below:
 - a. if you have a Claim in Class 3, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;
 - b. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act);
 - c. if you also hold Claims in a Class other than Class 3, you may receive more than one Ballot, labeled for a different Class of Claims. Your vote will be counted in determining acceptance or rejection of the Plan by a particular Class of Claims only if you complete, sign, and return the Ballot labeled for that Class of Claims in accordance with the instructions on that Ballot;
 - d. if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;
 - e. provide your name and mailing address;
 - f. sign and date your Ballot, and provide the remaining information requested; and
 - g. return your Ballot using the enclosed pre-addressed return envelope.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR IF YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT (888) 830-4644. COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT WWW.KCCLLC.NET/WAMU. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

ITEM 1. Amount of Senior Subordinated Notes Claim. The face amount of your claim for voting purposes is: \$ _____. If your Senior Subordinated Notes are held by a Voting Nominee on your behalf and you do not know the face amount of the Senior Subordinated Notes held, please contact your Voting Nominee immediately.

ITEM 2. Vote on the Plan. The undersigned holder of a Senior Subordinated Notes Claim in the amount identified in Item 1 above hereby votes to:

- Check one box: Accept the Plan
 Reject the Plan

ITEM 3. Certification as to Senior Subordinated Notes Claims held in Additional Accounts. By completing and returning this Ballot, the beneficial holder certifies that either (a) it has not submitted any other Ballots for other Class 3 Senior Subordinated Notes Claims held in other accounts or other record names or (b) it has provided the information specified in the following table for all other Class 3 Senior Subordinated Notes Claims for which it has submitted additional Ballots, each of which indicates the same vote to accept or reject the Plan (please use additional sheets of paper if necessary):

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED CLASS 3 BALLOTS OTHER THAN THIS BALLOT.

Account Number	Name of Holder ¹	Amount of Other Senior Subordinated Claims Voted

ITEM 4. OPTIONAL – Opt-Out Election. By checking the box below, you elect NOT to grant the releases contained in Section 43.6 of the Plan as they relate to the opt-out release parties set forth in Section 43.6 of the Plan. Election to withhold consent is at your option. **Please be advised that if you elect NOT to grant the releases, you WILL NOT be entitled to a distribution under the Plan.** If you submit your Ballot without this box checked, you will be deemed to consent to the release. However, be advised that the Debtors, at the Confirmation Hearing, intend to seek enforcement of the releases, injunction, and exculpation contained in Sections 43.6, 43.7, and 43.8 of the Plan as to all parties regardless of whether you elect to opt out.

- Check the box: Elect to opt out

In order to elect to opt out of granting the releases, the Nominee holding your Senior Subordinated Notes must “tender” your notes into the appropriate election account established at The Depository Trust Company (“DTC”) for this purpose. Senior Subordinated Notes may not be withdrawn from the election account after your Nominee has tendered them to the election account at DTC. Once the Senior Subordinated Notes have been tendered, no further trading will be permitted in the Senior Subordinated Notes held in the election account. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all Senior Subordinated Notes held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder.

ITEM 5. OPTIONAL – Exchange Election.

Commencing on the Effective Date, and subject to (a) the right of election described in the Plan and (b) the provisions of Section 32.1(a) of the Plan with respect to a Retention/Sale Transaction, each holder of an Allowed Senior Subordinated Notes Claim shall be entitled to receive on account of such Allowed Senior Subordinated Notes Claim and Postpetition Interest Claim such holder’s *pro rata* share of (i) Creditor Cash and (ii) Liquidating Trust Interests, in an aggregate amount equal to (a) such holder’s Allowed Senior Subordinated Notes Claim and (b) in the

¹ Insert your name if the Senior Subordinated Notes are held by you in your own name or, if held in “street name,” insert the name of your broker or bank.

event that all Allowed Claims are paid in full, such holder's Postpetition Interest Claim.

Notwithstanding the foregoing, the Plan provides that holders of Allowed Senior Subordinated Notes Claims each shall be provided the right to elect, in their sole and absolute discretion, to receive Reorganized Common Stock (to the extent remaining after distribution to holders of Allowed Senior Notes Claims and Allowed General Unsecured Claims and subject to dilution on account of the Rights Offering), in lieu of some or all of the Creditor Cash or Cash on account of Liquidating Trust Interests, as the case may be, that such holder otherwise is entitled to receive pursuant to the Plan. If you would like to make such an election, complete the information below.

Check the box: Elect to receive Reorganized Common Stock in lieu of Creditor Cash

_____ % of such holder's *pro rata* share of Creditor Cash to be distributed as Reorganized Common Stock

Check the box: Elect to receive Reorganized Common Stock in lieu of Cash to be received on account of Liquidating Trust Interests

_____ % of such holder's *pro rata* share of Cash to be received on account of Liquidating Trust Interests to be distributed as Reorganized Common Stock

If the Plan and Confirmation Order provide that both (i) Reorganized Common Stock is subject to payover rights under the applicable contractual subordination provisions in the Indentures and Guarantee Agreements and (ii) such rights are exercisable individually per holder, please indicate below the percentage, if any, of such Reorganized Common Stock you would elect to receive

_____ % of such holder's *pro rata* share of remaining claim to be received on account of subordination and payover rights if held to be applicable and exercisable separately by each holder.

In order to make the Exchange Election, the Voting Nominee holding your Senior Subordinated Notes must "tender" your notes into the appropriate election account established at The Depository Trust Company ("DTC") for this purpose. Senior Subordinated Notes may not be withdrawn from the election account after your Nominee has tendered them to the election account at DTC. Once the Senior Subordinated Notes have been tendered, no further trading will be permitted in the Senior Subordinated Notes held in the election account. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all Senior Subordinated Notes held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder.

NOTE: To the extent a holder receives Reorganized Common Stock, such holder's distribution of Creditor Cash or Cash to be received on account of Liquidating Trust Interests, as the case may be, shall be reduced on a dollar-for-dollar basis by the value of the Reorganized Common Stock so received (valued as of the Effective Date), so that the ultimate recovery percentage for each holder of an Allowed Senior Subordinated Notes Claim is the same, regardless of whether a holder receives Reorganized Common Stock. Failure by any holder of an Allowed Senior Subordinated Notes Claim to elect to exercise election rights on or before the Voting Deadline shall constitute a deemed waiver and relinquishment of such rights by such holder. Any election made after the Voting Deadline shall not be binding upon the Debtors unless the Voting Deadline is waived, in writing, by the Debtors; provided, however, that under no circumstance may such waiver by the Debtors occur on or after the Effective Date. Any holder electing to receive Reorganized Common Stock shall be subject to, and bound by a registration rights agreement, if any, a form of which will be filed with the Bankruptcy Court prior to the Voting Deadline if applicable.

NOTE: In the event that, as of the Effective Date, the Debtors have determined to enter into a Retention/Sale Transaction, all elections to receive Reorganized Common Stock **shall be deemed null and void and of no force or effect and no Reorganized Common Stock shall be issued pursuant to the Plan.**

Voting on the Plan or exercising an election shall not constitute or be deemed a waiver of any rights or remedies that any holder or Indenture Trustee may have with respect to subordination and subrogation rights arising under or with respect to the Senior Notes, Senior Subordinated Notes, CCB Guarantees, PIERS Common Securities and PIERS Preferred Securities, all of which rights and remedies shall be controlled and governed by the Indentures and Guarantee Agreements providing for and relating to such subordination and subrogation rights and nothing in the Plan or any annex, attachment, schedule or exhibit to the Plan, shall amend, modify or impair such rights (or any

remedies in respect thereof) in any manner or fashion; provided, however, that any disagreement with the priorities or distributions set forth in the Plan or in the Subordination Model shall be raised prior to, and decided at, the Confirmation Hearing, and all issues with respect to contractual subordination and subrogation not resolved at the Confirmation Hearing shall be governed pursuant to the Subordination Model or, if the decision of the Bankruptcy Court at the Confirmation Hearing differs from the Subordination Model, then all issues with respect to contractual subordination and subrogation shall be governed pursuant to such decision.

ITEM 6. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges that the undersigned has been provided with a copy of the Disclosure Statement, including all exhibits thereto. The undersigned certifies that (i) it is the holder of the Senior Subordinated Notes Claims identified in Item 1 above as of October 18, 2010 and (ii) it has full power and authority to vote to accept or reject the Plan. The undersigned further acknowledges that the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement and the order of the Bankruptcy Court approving the Disclosure Statement and the procedures for the solicitation of votes to accept or reject the Plan contained therein. The undersigned further acknowledges that by voting to accept the Plan, any holder of a Claim against the Debtors is affirmatively agreeing to the various release and exculpation provisions of the Plan, which appear principally in Article 43 of the Plan and provide as follows:

“43.6 **Releases by Holders of Claims and Equity Interests.** Except as otherwise expressly provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, and except with respect to holders of WMB Senior Notes Claims and Non-Filing WMB Senior Note Holders who do not check the box labeled “Grant Plan Section 43.6 Release”, on the Effective Date, for good and valuable consideration, each Entity that has held, currently holds or may hold a Released Claim or any Equity Interest that is terminated, and each of its respective Related Persons, on their own behalf and on behalf of anyone claiming through them, on their behalf, or for their benefit, shall be deemed to have and hereby does irrevocably and unconditionally, fully, finally and forever waive, release, acquit and discharge each and all of the Released Parties from any and all Released Claims in connection with or related to any of the Debtors, the Reorganized Debtors, the Affiliated Banks, or their respective subsidiaries, assets, liabilities, operations, property or estates, the Chapter 11 Cases or the Plan or the Disclosure Statement, the assets to be received by JPMC pursuant to the Global Settlement Agreement, the Plan Contribution Assets, the Debtors' Claims, the JPMC Claims, the FDIC Claim, the Purchase and Assumption Agreement, the WMI/WMB Intercompany Claims, any intercompany claims on the books of WMI or WMB related to the WaMu Pension Plan or the Lakeview Plan, claims related in any way to the Trust Preferred Securities (including, without limitation, the creation of the Trust Preferred Securities, the financing associated therewith, the requested assignment of the Trust Preferred Securities by the Office of Thrift Supervision and the transfer and the asserted assignment of the Trust Preferred Securities subsequent thereto), and/or any claim, act, fact, transaction, occurrence, statement, or omission in connection with or alleged in the Actions or in the Texas Litigation, or that could have been alleged in respect of the foregoing or other similar proceeding, including, without limitation, any such claim demand, right, liability, or cause of action for indemnification, contribution or any other basis in law or equity for damages, costs or fees incurred by the releasors herein arising directly or indirectly from or otherwise relating thereto; provided, however, that each Entity that has submitted a Ballot may elect, by checking the appropriate box on its Ballot, not to grant the releases set forth in Section 43.6 of the Plan with respect to those Released Parties other than (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Trustees, and (iv) the Creditors' Committee and its members in such capacity and for their actions as members, their respective Related Persons, and their respective predecessors, successors and assigns (whether by operation of law or otherwise), in which case, such Entity that so elects to not grant the releases will not receive a distribution hereunder; and provided, further, that, because the Plan and the Global Settlement Agreement, and the financial contributions contained therein, are conditioned upon the aforementioned releases, and, as such, these releases are essential for the successful reorganization of the Debtors, pursuant to the Confirmation Order, those Entities that opt out of the releases provided hereunder shall be bound and shall receive the distributions they otherwise would be entitled to receive pursuant to the Plan; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, in connection with any legal action or claim brought by the United States Securities and Exchange Commission or (b) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) to the extent that (i) the Pension Plans are terminated from and after the Effective Date and (ii) the Pension Plans are underfunded as of the Effective Date, release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, from any liability as a fiduciary of the Pension Plans, under any law, government policy or regulatory provision, (b) enjoin or preclude the Pension Benefit Guaranty Corporation from enforcing such liability against such non-Debtor Entity during the applicable statute of limitations period set forth in 29 U.S.C. § 1303 following any such termination, or (c) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim. In addition to, and not in any way limiting the foregoing, each holder of an Allowed WMB Senior Notes Claim and each Accepting Non-Filing WMB Senior Notes Holder shall be deemed to have released the Debtors, the Reorganized Debtors, the Liquidating Trustee, and each of their respective Related Persons from any and all direct and derivative claims arising from or related to such holder's WMB Senior Notes, as well as any misrepresentation or other similar claim for damages arising from the purchase or sale of such holder's WMB Senior Notes (including, without limitation, any Section 510(b) Subordinated WMB Notes Claims that such holder may have).

“43.7 Injunction Related to Releases. Except as provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, as of the Effective Date, (i) all Entities that hold, have held, or may hold a Released Claim or Equity Interest relating to any of the Debtors or the Reorganized Debtors or any of their respective assets, property and estates, that is released pursuant to Section 43.6 of the Plan, (ii) all other parties in interest, and (iii) each of the Related Persons of each of the foregoing entities, are, and shall be, permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any of the following actions, whether directly or indirectly, derivatively or otherwise, on account of or based on the subject matter of such discharged Released Claims or such Equity Interests: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including, without limitation, any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order; (iii) creating, perfecting or in any way enforcing in any matter, directly or indirectly, any Lien; (iv) setting off, seeking reimbursement or contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation owed to any Entity released under Section 43.6 hereof; and (v) commencing or continuing in any manner, in any place of any judicial, arbitration or administrative proceeding in any forum, that does not comply with or is inconsistent with the provisions of the Global Settlement Agreement, the Plan or the Confirmation Order.

“43.8 Exculpation. The Released Parties, members of the Plan Administration Committee and Plan Investment Committee of the WaMu Savings Plan, and each of their Related Persons shall not have or incur any liability to any Entity for any act taken or omitted to be taken in connection with the Chapter 11 Cases (including any actions taken by the Creditors’ Committee after the Effective Date), the formulation, preparation, dissemination, implementation, confirmation or approval of the Plan or any compromises or settlements contained therein, the Disclosure Statement related thereto, the Global Settlement Agreement, or any contract, instrument, release or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the Plan and the Global Settlement Agreement; provided, however, that the foregoing provisions of this Section 43.8 shall not affect the liability of any Entity that otherwise would result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted gross negligence or willful misconduct. Any of the foregoing parties in all respects shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.”

Print or Type Name of Claimant: _____

Last Four (4) Digits of Social Security
or Federal Tax I.D. No. of Claimant: _____

Signature: _____

Name of Signatory (if different than claimant): _____

If by Authorized Agent, Title of Agent: _____

Street Address: _____

City, State and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

Exhibit 4-10

Master Ballot for Classes 14 and 15

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

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

**MASTER BALLOT FOR CLASS ²
(CCB-[] GUARANTEES CLAIMS) (CUSIP NO.)**

Name of Debtor Entities and Case Numbers

WMI Investment Corp.	08-12228 (MFW)	Washington Mutual, Inc.	08-12229 (MFW)
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Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “*Debtors*”), each of which is identified above, are soliciting votes with respect to the Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of October 6, 2010 (as it may be further amended, the “*Plan*”), from the holders of certain impaired claims against the Debtors. The Plan is attached as Exhibit A to the Disclosure Statement for the Plan (as it may be amended, the “*Disclosure Statement*”). All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to such terms in the Plan.

The United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”) has approved the Disclosure Statement, which provides information to assist you in deciding how to vote on the Plan. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. If you have any questions on how to properly complete this Ballot, please contact Kurtzman Carson Consultants LLC (the “*Voting Agent*”) at (917) 281-4800. Please be advised that Kurtzman Carson Consultants LLC cannot provide legal advice.

THIS MASTER BALLOT IS ONLY FOR CASTING VOTES ON BEHALF OF BENEFICIAL HOLDERS OF THE CCB-[] GUARANTEES CLAIMS.

This Master Ballot is to be used by you as a broker, bank, or other nominee; or as the agent of a broker, bank, or other nominee (each of the foregoing, a “Voting Nominee”); or as the proxy holder of a Voting Nominee or beneficial holder of the CCB-[] Guarantees, to transmit to the Voting Agent the votes of such beneficial holders in respect of their Allowed CCB-[] Guarantees Claims to accept or reject the Plan.

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 925 Fourth Avenue, Seattle, Washington 98104.

² [Note: This Ballot will be customized for holders of record that hold for the benefit of a third party: Allowed CCB-1 Guarantees Claims and Allowed CCB-2 Guarantees Claims, in Classes 14 and 15, respectively.]

IMPORTANT

VOTING DEADLINE: 5:00 P.M. (Pacific Time) on November 15, 2010.

To have the vote of the beneficial holder(s) for whom you act as Voting Nominee count, the Master Ballot must be properly completed, signed, and returned so that it is actually received by the Voting Agent, Kurtzman Carson Consultants LLC, by no later than 5:00 p.m. (Pacific Time) on November 15, 2010, unless such time is extended by the Debtors. Please mail or deliver your Master Ballot to: Washington Mutual Ballot Processing, c/o Kurtzman Carson Consultants, 599 Lexington Avenue, 39th Floor, New York, New York 10022.

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Master Ballot is not received by the Voting Agent on or before the Voting Deadline and such deadline is not extended by the Debtors, the votes of the beneficial holder(s) for whom you act as Voting Nominee will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on the beneficial holder(s) for whom you act as Voting Nominee whether or not you vote.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 1 AND COMPLETE ITEM 1.
2. COMPLETE ITEM 2.
3. COMPLETE ITEM 3.
4. COMPLETE ITEM 4.
5. COMPLETE ITEM 5.
6. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 6, AND COMPLETE ITEM 6.
7. **SIGN THE BALLOT.**
8. RETURN THE BALLOT IN THE PRE-ADDRESSED POSTAGE-PAID ENVELOPE (SO THAT IT IS RECEIVED BEFORE THE VOTING DEADLINE).
9. BENEFICIAL HOLDERS MUST VOTE THE FULL AMOUNT OF THE ALLOWED PREPETITION CLAIM COVERED BY THEIR BALLOTS EITHER TO ACCEPT OR TO REJECT THE PLAN. BENEFICIAL HOLDERS MAY NOT SPLIT THEIR VOTES.
10. ANY EXECUTED BALLOT RECEIVED BY YOU FROM A BENEFICIAL HOLDER THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, SHOULD BE COUNTED AS AN ACCEPTANCE OF THE PLAN.

This Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than to cast votes to accept or reject the Plan.

**VOTING INSTRUCTIONS FOR COMPLETING THE MASTER BALLOT
FOR VOTING NOMINEES OF CLASS [___] (CCB-[] GUARANTEES CLAIMS)**

1. The Plan will be accepted by Class ___ if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class ___ that actually vote on the Plan. In the event that Class ___ rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on beneficial holders for which you are acting as Voting Nominee if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the holders of Claims in Class ___ and all other Classes of Claims or Equity Interests rejecting the Plan, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Equity Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby, and may be bound to the releases contained therein.

2. **Complete, sign, and return this Master Ballot to Kurtzman Carson Consultants LLC so that it is received by the Voting Agent by no later than 5:00 p.m. (Pacific Time) on November 15, 2010 (the “Voting Deadline”), unless such time is extended in writing by the Debtors.** Ballots must be delivered either by mail with the enclosed envelope or by hand delivery or overnight courier to the Voting Agent at the following address:

Washington Mutual Ballot Processing
c/o Kurtzman Carson Consultants
599 Lexington Avenue, 39th Floor
New York, New York 10022

Attn: Vote Processing
Telephone: (917) 281-4800

Ballots will not be accepted by telecopy, facsimile, e-mail or other electronic means of transmission.

3. **HOW TO VOTE:**

If you are both the registered owner and the beneficial holder of any principal face amount of the liabilities guaranteed by the CCB-[] Guarantees and you wish to vote any CCB-[] Guarantees Claims held by you as the beneficial holder thereof, you must complete, execute and return to the Voting Agent a Master Ballot in connection therewith.

If you are transmitting the votes of any beneficial holders of CCB-[] Guarantees Claims other than yourself, you must forward the Solicitation Package to such beneficial holders, together with (i) the Beneficial Holder Ballots for voting and (ii) a return envelope provided by and addressed to you, the Voting Nominee, with the beneficial holders then returning the individual Beneficial Holder Ballots to you, the Voting Nominee. In such case, you, the Voting Nominee, will tabulate the votes of your respective beneficial holders on a Master Ballot that will be provided to you, the Voting Nominee, separately by the Voting Agent, in accordance with any instructions set forth in the instructions to the Master Ballot, and then return the Master Ballot to the Voting Agent. You, the Voting Nominee should advise the beneficial holders to return their individual Beneficial Holder Ballots to you by a date calculated by you to allow yourself sufficient time to prepare and return the Master Ballot to

the Voting Agent so that the Master Ballot is actually received by the Voting Agent by the Voting Deadline.

4. With respect to all Beneficial Holder Ballots returned to you, you must properly complete the Master Ballot, as follows:
 - a. Check the appropriate box in Item 1 on the Master Ballot;
 - b. Indicate the votes to accept or reject the Plan in Item 2 of the Master Ballot, as transmitted to you by the beneficial holders of the CCB-[] Guarantees Claims. To identify such beneficial holders without disclosing their names, please use the customer account number assigned by you to each such beneficial holder or, if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each beneficial holder and the assigned number). **IMPORTANT: EACH BENEFICIAL HOLDER MUST VOTE ALL OF HIS, HER, OR ITS CCB-[] GUARANTEES CLAIMS EITHER TO ACCEPT OR REJECT THE PLAN, AND MAY NOT SPLIT SUCH VOTE. IF ANY BENEFICIAL HOLDER HAS ATTEMPTED TO SPLIT SUCH VOTE, PLEASE CONTACT THE VOTING AGENT IMMEDIATELY;**
 - c. Please note that Item 3 of the Master Ballot requests that you transcribe the information provided by each beneficial holder in Item 3 of each completed Beneficial Holder Ballot relating to other CCB-[] Guarantees Claims voted;
 - d. Please note that Item 4 of the Master Ballot requests that you transcribe the information provided by each beneficial holder in Item 4 of each completed Beneficial Holder Ballot relating to the granting of certain releases, and that you tender the underlying securities, related to the CCB-[] Guarantees Claims, held by those beneficial holders electing to opt out of granting the releases to the appropriate account established at DTC for such purpose;
 - e. Please note that Item 5 of the Master Ballot requests that you transcribe the information provided by each beneficial holder in Item 5 of each completed Beneficial Holder Ballot relating to the Exchange Election, and that you tender the underlying securities, related to the CCB-[] Guarantees Claims, held by those beneficial holders making the Exchange Election to the appropriate account established at DTC for such purpose;
 - f. Review the certification in Item 6 of the Master Ballot;
 - g. Sign and date the Master Ballot, and provide the remaining information requested;
 - h. If additional space is required to respond to any item on the Master Ballot, please use additional sheets of paper clearly marked to indicate the applicable Item of the Master Ballot to which you are responding;
 - i. Contact the Voting Agent if you need any additional information; and
 - j. Deliver the completed, executed Master Ballot so as to be received by the Voting Agent before the Voting Deadline. For each completed, executed Beneficial Holder Ballot returned to you by a beneficial holder, either forward such Beneficial Holder Ballot (along with your Master Ballot) to the Voting Agent or retain such Beneficial Holder Ballot in your files for one year from the Voting Deadline.

IF YOU HAVE ANY QUESTIONS REGARDING THE MASTER BALLOT, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR IF YOU DID NOT RECEIVE A

COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT (917) 281-4800. COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT WWW.KCCLLC.NET/WAMU. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

Item 1. Certification of Authority to Vote. The undersigned certifies that as of October 18, 2010 (the Voting Record Date under the Plan), the undersigned (please check appropriate box):

- Is a broker, bank, or other nominee for the beneficial holders of the aggregate principal face amount of the underlying securities related the CCB-[] Guarantees listed in Item 2 below, and is the registered holder of such securities, or
- Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, or other nominee that is the registered holder of the aggregate principal face amount of the underlying securities related the CCB-[] Guarantees listed in Item 2 below, or
- Has been granted a proxy (an original of which is attached hereto) from a broker, bank, or other nominee, or a beneficial holder, that is the registered holder of the aggregate principal face amount of the underlying securities related the CCB-[] Guarantees listed in Item 2 below,

and accordingly, has full power and authority to vote to accept or reject the Plan, on behalf of the CCB-[] Guarantees Claims held by the beneficial holders of the underlying securities related the CCB-[] Guarantees described in Item 2.

Item 2. Vote. The undersigned transmits the following votes of beneficial holders in respect of their CCB-[] Guarantees Claims, and certifies that the following beneficial holders of the underlying securities related the CCB-[] Guarantees, as identified by their respective customer account numbers set forth below, are beneficial holders of such securities as of October 18, 2010, the Voting Record Date, and have delivered to the undersigned, as Voting Nominee, their ballots (“*Beneficial Holder Ballots*”) casting such votes. Indicate in the appropriate column the aggregate principal face amount voted for each account, or attach such information to this Master Ballot in the form of the following table. Please note each beneficial holder must vote all of his, her, or its CCB-[] Guarantees Claims to accept or to reject the Plan and may not split such vote.

Your Customer Account Number for Each Beneficial Holder of Voting underlying securities related the CCB-[] Guarantees	Principal Amount of underlying securities related the CCB-[] Guarantees Voted to ACCEPT or REJECT Plan*	
	ACCEPT	REJECT
1.	\$	\$
2.	\$	\$
3.	\$	\$
4.	\$	\$
5.	\$	\$
6.	\$	\$
7.	\$	\$
8.	\$	\$
9.	\$	\$
TOTALS:	\$	\$

* Any executed ballot received by a Voting Nominee from a beneficial holder that (a) does not indicate either an acceptance or rejection of the Plan, or (b) that indicates both an acceptance and a rejection of the Plan, should be counted as an **acceptance** of the Plan.

Item 3. Certification as to Transcription of Information from Item 3 as to CCB-[] Guarantees Claims Voted Through Other Beneficial Holder Ballots. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by beneficial holders in Item 3 of the beneficial holders’ original Beneficial Holder Ballots, identifying any CCB-[] Guarantees Claims for which such beneficial holders have submitted other Beneficial Holder Ballots other than to the undersigned:

YOUR Customer Account Number for Each Beneficial Holder Who Completed <u>Item 3</u> of the Beneficial Holder Ballots	TRANSCRIBE FROM <u>ITEM 3</u> OF THE BENEFICIAL HOLDER BALLOTS:		
	Account Number	Name of Owner	Amount of Other CCB-[] Guarantees Claims Voted
1.			\$
2.			\$
3.			\$
4.			\$
5.			\$
6.			\$
7.			\$
8.			\$
9.			\$
10.			\$

Item 4. Certification as to Transcription of Information from Item 4 as to Opt-Out Election. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by beneficial holders in Item 4 of the beneficial holders’ original Beneficial Holder Ballots:

YOUR Customer Account Number for Each Beneficial Holder Who Completed <u>Item 4</u> of the Beneficial Holder Ballots	VOI Number from DTC* for Each Beneficial Holder Who Elected to Opt Out of Granting Releases	Principal Amount for Each Beneficial Holder Who Elected to Opt Out of Granting Releases	TRANSCRIBE FROM <u>ITEM 4</u> OF THE BENEFICIAL HOLDER BALLOTS:
			Elect to Opt Out of granting releases
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

* The underlying securities related to the CCB-[] Guarantees held by those beneficial holders electing to opt out of granting releases are to be tendered into the appropriate election account established at The Depository Trust Company (“DTC”) for that purpose. Input the corresponding VOI number received from DTC in the appropriate Opt-Out Election column in the table above if the beneficial holder elected the Opt-Out Election in Item 4 on its individual Beneficial Holder Ballot. Such securities may not be withdrawn from the DTC election account once tendered. No further trading will be permitted in such securities held in the election account at DTC. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all such securities held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder.

Item 5. Certification as to Transcription of Information from Item 5 as to Exchange Election. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by beneficial holders in Item 5 of the beneficial holders' original Beneficial Holder Ballots:

YOUR Customer Account Number for Each Beneficial Holder Who Completed <u>Item 5</u> of the Beneficial Holder Ballots	VOI Number from DTC* for Each Beneficial Holder Who Completed <u>Item 5</u> of the Beneficial Holder Ballots	Principal Amount for Each Beneficial Holder Who Completed <u>Item 5</u> of the Beneficial Holder Ballots	TRANSCRIBE FROM <u>ITEM 5</u> OF THE BENEFICIAL HOLDER BALLOTS:		
			% of such beneficial holder's <i>pro rata</i> share of Creditor Cash to be Distributed as Reorganized Common Stock	% of such beneficial holder's <i>pro rata</i> share of Cash to be received as Liquidating Trust Interests to be Distributed as Reorganized Common Stock	% of such holder's <i>pro rata</i> share of remaining claim to be received on account of subordination and payover rights if held to be applicable and exercisable separately by each holder
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

* The underlying securities related to the CCB-[] Guarantees held by those beneficial holders making the Exchange Election are to be tendered into the appropriate election account established at The Depository Trust Company ("DTC") for that purpose. Input the corresponding VOI number received from DTC in the appropriate Exchange Election column in the table above if the beneficial holder elected the Exchange Election in Item 5 on its individual Beneficial Holder Ballot. Such securities may not be withdrawn from the DTC election account once tendered. No further trading will be permitted in such securities held in the election account at DTC. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all such securities held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder.

Item 6. Certification. By signing this Master Ballot, the undersigned certifies that each beneficial holder of the underlying securities related the CCB-[] Guarantees listed in Item 2 above has been provided with a copy of the Disclosure Statement, including the exhibits thereto, and acknowledges that the solicitation of votes for the Plan is subject to all of the terms and conditions set forth in the Disclosure Statement.

Name of Voting Nominee: _____
(Print or Type)

Participant Number: _____

Name of Proxy Holder or Agent for Voting Nominee (if applicable): _____
(Print or Type)

Last Four (4) Digits of Social Security or Federal Tax I.D. No.: _____

Signature: _____

By: _____
(If Appropriate)

Title: _____
(If Appropriate)

Street Address: _____

City, State, Zip Code: _____

Telephone Number: () _____
(Including Area Code)

Date Completed: _____

Exhibit 4-11

Beneficial Holder Ballot for Classes 14 and 15

IMPORTANT

You should review the Disclosure Statement and the Plan (including the Global Settlement Agreement) before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your claim or claims under the Plan.

All of your CCB-[] Guarantees Claims against the Debtors have been placed in Class __ under the Plan. If you hold claims in more than one class under the Plan, you will receive a Ballot for each class in which you are entitled to vote and must complete a separate Ballot for each such class of claims.

VOTING DEADLINE: 5:00 P.M. (Pacific Time) on November 15, 2010.

In order for your vote to be counted, the Ballot must be properly completed, signed, and returned so that it is actually received by the Voting Agent, Kurtzman Carson Consultants LLC, by no later than 5:00 p.m. (Pacific Time) on November 15, 2010, unless such time is extended by the Debtors. Please mail or deliver your Ballot to your Voting Nominee.

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Ballot is not received by the Voting Agent on or before the Voting Deadline and such deadline is not extended by the Debtors, your vote will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on you whether or not you vote.

Your receipt of this Ballot does not signify that your claim(s) has been or will be allowed.

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR BANK, BROKER, OR OTHER VOTING NOMINEE (EACH OF THE FOREGOING, A “VOTING NOMINEE”), YOU MUST RETURN THIS BALLOT TO SUCH VOTING NOMINEE AND NOT THE VOTING AGENT. PLEASE ALLOW SUFFICIENT TIME FOR YOUR VOTING NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. REVIEW ITEM 1.
2. COMPLETE ITEM 2.
3. COMPLETE ITEM 3.
4. COMPLETE ITEM 4. NOTE THAT THIS ITEM IS OPTIONAL.
5. COMPLETE ITEM 5. NOTE THAT THIS ITEM IS OPTIONAL.
6. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 6, AND COMPLETE ITEM 6.
7. **SIGN THE BALLOT.**
8. RETURN THE BALLOT IN THE PRE-ADDRESSED POSTAGE-PAID ENVELOPE (SO THAT IT IS RECEIVED BEFORE THE VOTING DEADLINE).
IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR BANK, BROKER, OR OTHER VOTING NOMINEE (EACH OF THE FOREGOING, A "VOTING NOMINEE"), PLEASE RETURN THE BALLOT TO SUCH VOTING NOMINEE AND ALLOW SUFFICIENT TIME FOR YOUR VOTING NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.
9. YOU MUST VOTE THE FULL AMOUNT OF THE ALLOWED CLAIM COVERED BY THIS BALLOT EITHER TO ACCEPT OR TO REJECT THE PLAN. YOU MAY NOT SPLIT YOUR VOTE.
10. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, WILL BE COUNTED AS AN ACCEPTANCE OF THE PLAN.

This Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than to cast votes to accept or reject the Plan.

**VOTING INSTRUCTIONS FOR COMPLETING THE BALLOT
FOR HOLDERS OF CLASS [___] (CCB-[] GUARANTEES CLAIMS)**

1. This Ballot is submitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan will be accepted by Class ___ if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class ___ that actually vote on the Plan. In the event that Class ___ rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the holders of Claims in Class ___ and all other Classes of Claims or Equity Interests rejecting the Plan, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Equity Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby, and may be bound to the releases contained therein.
3. **Complete, sign, and return this Ballot in the envelope provided.**
4. To properly complete the Ballot, you must follow the procedures described below:
 - a. if you have a Claim in Class ___, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;
 - b. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act);
 - c. if you also hold Claims in a Class other than Class ___, you may receive more than one Ballot, labeled for a different Class of Claims. Your vote will be counted in determining acceptance or rejection of the Plan by a particular Class of Claims only if you complete, sign, and return the Ballot labeled for that Class of Claims in accordance with the instructions on that Ballot;
 - d. if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;
 - e. provide your name and mailing address;
 - f. sign and date your Ballot; and
 - g. return your Ballot using the enclosed pre-addressed return envelope.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR IF YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT (866) 381-9100. COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ON THE VOTING AGENT'S

WEBSITE AT WWW.KCCLLC.NET/WAMU. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

ITEM 1. Amount of CCB-[] Guarantees Claim. The face amount of your claim for voting purposes is: \$ _____. If your underlying securities related to the CCB-[] Guarantees are held by a Voting Nominee on your behalf and you do not know the face amount of the underlying securities related to the CCB-[] Guarantees held, please contact your Voting Nominee immediately.

ITEM 2. Vote on the Plan. The undersigned holder of a CCB-[] Guarantees Claim in the amount identified in Item 1 above hereby votes to:

- Check one box: Accept the Plan
 Reject the Plan

ITEM 3. Certification as to CCB-[] Guarantees Claims held in Additional Accounts. By completing and returning this Ballot, the beneficial holder certifies that either (a) it has not submitted any other Ballots for other Class ____ CCB-[] Guarantees Claims held in other accounts or other record names or (b) it has provided the information specified in the following table for all other Class ____ CCB-[] Guarantees Claims for which it has submitted additional Ballots, each of which indicates the same vote to accept or reject the Plan (please use additional sheets of paper if necessary):

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED CLASS __ BALLOTS OTHER THAN THIS BALLOT.

Account Number	Name of Holder ¹	Amount of Other CCB-[] Guarantees Claims Voted

ITEM 4. OPTIONAL – Opt-Out Election. By checking the box below, you elect NOT to grant the releases contained in Section 43.6 of the Plan as they relate to the opt-out release parties set forth in Section 43.6 of the Plan. Election to withhold consent is at your option. **Please be advised that if you elect NOT to grant the releases, you WILL NOT be entitled to a distribution under the Plan.** If you submit your Ballot without this box checked, you will be deemed to consent to the release. However, be advised that the Debtors, at the Confirmation Hearing, intend to seek enforcement of the releases, injunction, and exculpation contained in Sections 43.6, 43.7, and 43.8 of the Plan as to all parties regardless of whether you elect to opt out.

- Check the box: Elect to opt out

In order to elect to opt out of granting the releases, the Nominee holding your underlying securities related to the CCB-[] Guarantees must “tender” your notes into the appropriate election account established at The Depository Trust Company (“DTC”) for this purpose. The underlying securities related to the CCB-[] Guarantees may not be withdrawn from the election account after your Nominee has tendered them to the election account at DTC. Once the underlying securities related to the CCB-[] Guarantees have been tendered, no further trading will be permitted in the underlying securities related to the CCB-[] Guarantees held in the election account. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all underlying securities related to the CCB-[] Guarantees held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder.

ITEM 5. OPTIONAL – Exchange Election.

Commencing on the Effective Date, and subject to (a) the right of election described in the Plan and (b) the provisions of Section 32.1(a) of the Plan with respect to a Retention/Sale Transaction, each holder of an Allowed CCB-[x] Guarantees Claim shall be entitled to receive on account of such Allowed CCB-[x] Guarantees Claim and Postpetition Interest Claim such holder’s *pro rata* share of (i) Creditor Cash, and (ii) Liquidating Trust Interests, in

¹ Insert your name if the underlying securities related to the CCB-[] Guarantees are held by you in your own name or, if held in “street name,” insert the name of your broker or bank.

an aggregate amount equal to (a) such holder's Allowed CCB-[x] Guarantees Claim and (b) in the event that all Allowed Claims are paid in full, such holder's Postpetition Interest Claim.

Notwithstanding the foregoing, the Plan provides that holders of Allowed CCB-[x] Guarantees Claims each shall be provided the right to elect, in their sole and absolute discretion, to receive Reorganized Common Stock (to the extent remaining after distribution to holders of Allowed Senior Notes Claims, Allowed General Unsecured Claims, and Allowed Senior Subordinated Notes Claims, subject to adjustment based upon the number of shares elected by holders of Allowed CCB-[y] Guarantees Claims, and subject to dilution on account of the Rights Offering), in lieu of some or all of the Creditor Cash or Cash on account of Liquidating Trust Interests, as the case may be, that such holder otherwise is entitled to receive pursuant to the Plan. If you would like to make such an election, complete the information below.

Check the box: Elect to receive Reorganized Common Stock in lieu of Creditor Cash

_____ % of such holder's *pro rata* share of Creditor Cash to be distributed as Reorganized Common Stock

Check the box: Elect to receive Reorganized Common Stock in lieu of Cash to be received on account of Liquidating Trust Interests

_____ % of such holder's *pro rata* share of Cash to be received on account of Liquidating Trust Interests to be distributed as Reorganized Common Stock

If the Plan and Confirmation Order provide that both (i) Reorganized Common Stock is subject to payover rights under the applicable contractual subordination provisions in the Indentures and Guarantee Agreements and (ii) such rights are exercisable individually per holder, please indicate below the percentage, if any, of such Reorganized Common Stock you would elect to receive

_____ % of such holder's *pro rata* share of remaining claim to be received on account of subordination and payover rights if held to be applicable and exercisable separately by each holder.

In order to make the Exchange Election, the Voting Nominee holding your underlying securities related to the CCB-[] Guarantees must "tender" your notes into the appropriate election account established at The Depository Trust Company ("DTC") for this purpose. The underlying securities related to the CCB-[] Guarantees may not be withdrawn from the election account after your Nominee has tendered them to the election account at DTC. Once the underlying securities related to the CCB-[] Guarantees have been tendered, no further trading will be permitted in the underlying securities related to the CCB-[] Guarantees held in the election account. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all underlying securities related to the CCB-[] Guarantees held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder.

NOTE: To the extent a holder receives Reorganized Common Stock, such holder's distribution of Creditor Cash or Cash to be received on account of Liquidating Trust Interests, as the case may be, shall be reduced on a dollar-for-dollar basis by the value of the Reorganized Common Stock so received (valued as of the Effective Date), so that the ultimate recovery percentage for each holder of an Allowed CCB-[x] Guarantees Claim is the same, regardless of whether a holder receives Reorganized Common Stock. Failure by any holder of an Allowed CCB-[x] Guarantees Claim to elect to exercise election rights on or before the Voting Deadline shall constitute a deemed waiver and relinquishment of such rights by such holder. Any election made after the Voting Deadline shall not be binding upon the Debtors unless the Voting Deadline is waived, in writing, by the Debtors; provided, however, that under no circumstance may such waiver by the Debtors occur on or after the Effective Date. Any holder electing to receive Reorganized Common Stock shall be subject to, and bound by a registration rights agreement, if any, a form of which will be filed with the Bankruptcy Court prior to the Voting Deadline if applicable.

NOTE: In the event that, as of the Effective Date, the Debtors have determined to enter into a Retention/Sale Transaction, all elections to receive Reorganized Common Stock **shall be deemed null and void and of no force or effect and no Reorganized Common Stock shall be issued pursuant to the Plan.**

Voting on the Plan or exercising an election shall not constitute or be deemed a waiver of any rights or remedies that any holder or Indenture Trustee may have with respect to subordination and subrogation rights arising under or with

respect to the Senior Notes, Senior Subordinated Notes, CCB Guarantees, PIERS Common Securities and PIERS Preferred Securities, all of which rights and remedies shall be controlled and governed by the Indentures and Guarantee Agreements providing for and relating to such subordination and subrogation rights and nothing in the Plan or any annex, attachment, schedule or exhibit to the Plan, shall amend, modify or impair such rights (or any remedies in respect thereof) in any manner or fashion; provided, however, that any disagreement with the priorities or distributions set forth in the Plan or in the Subordination Model shall be raised prior to, and decided at, the Confirmation Hearing, and all issues with respect to contractual subordination and subrogation not resolved at the Confirmation Hearing shall be governed pursuant to the Subordination Model or, if the decision of the Bankruptcy Court at the Confirmation Hearing differs from the Subordination Model, then all issues with respect to contractual subordination and subrogation shall be governed pursuant to such decision.

ITEM 6. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges that the undersigned has been provided with a copy of the Disclosure Statement, including all exhibits thereto. The undersigned certifies that (i) it is the holder of the CCB-[] Guarantees Claims identified in Item 1 above as of October 18, 2010 and (ii) it has full power and authority to vote to accept or reject the Plan. The undersigned further acknowledges that the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement and the order of the Bankruptcy Court approving the Disclosure Statement and the procedures for the solicitation of votes to accept or reject the Plan contained therein. The undersigned further acknowledges that by voting to accept the Plan, any holder of a Claim against the Debtors is affirmatively agreeing to the various release and exculpation provisions of the Plan, which appear principally in Article 43 of the Plan and provide as follows:

“43.6 Releases by Holders of Claims and Equity Interests. Except as otherwise expressly provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, and except with respect to holders of WMB Senior Notes Claims and Non-Filing WMB Senior Note Holders who do not check the box labeled “Grant Plan Section 43.6 Release”, on the Effective Date, for good and valuable consideration, each Entity that has held, currently holds or may hold a Released Claim or any Equity Interest that is terminated, and each of its respective Related Persons, on their own behalf and on behalf of anyone claiming through them, on their behalf, or for their benefit, shall be deemed to have and hereby does irrevocably and unconditionally, fully, finally and forever waive, release, acquit and discharge each and all of the Released Parties from any and all Released Claims in connection with or related to any of the Debtors, the Reorganized Debtors, the Affiliated Banks, or their respective subsidiaries, assets, liabilities, operations, property or estates, the Chapter 11 Cases or the Plan or the Disclosure Statement, the assets to be received by JPMC pursuant to the Global Settlement Agreement, the Plan Contribution Assets, the Debtors' Claims, the JPMC Claims, the FDIC Claim, the Purchase and Assumption Agreement, the WMI/WMB Intercompany Claims, any intercompany claims on the books of WMI or WMB related to the WaMu Pension Plan or the Lakeview Plan, claims related in any way to the Trust Preferred Securities (including, without limitation, the creation of the Trust Preferred Securities, the financing associated therewith, the requested assignment of the Trust Preferred Securities by the Office of Thrift Supervision and the transfer and the asserted assignment of the Trust Preferred Securities subsequent thereto), and/or any claim, act, fact, transaction, occurrence, statement, or omission in connection with or alleged in the Actions or in the Texas Litigation, or that could have been alleged in respect of the foregoing or other similar proceeding, including, without limitation, any such claim demand, right, liability, or cause of action for indemnification, contribution or any other basis in law or equity for damages, costs or fees incurred by the releasors herein arising directly or indirectly from or otherwise relating thereto; provided, however, that each Entity that has submitted a Ballot may elect, by checking the appropriate box on its Ballot, not to grant the releases set forth in Section 43.6 of the Plan with respect to those Released Parties other than (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Trustees, and (iv) the Creditors' Committee and its members in such capacity and for their actions as members, their respective Related Persons, and their respective predecessors, successors and assigns (whether by operation of law or otherwise), in which case, such Entity that so elects to not grant the releases will not receive a distribution hereunder; and provided, further, that, because the Plan and the Global Settlement Agreement, and the financial contributions contained therein, are conditioned upon the aforementioned releases, and, as such, these releases are essential for the successful reorganization of the Debtors, pursuant to the Confirmation Order, those Entities that opt out of the releases provided hereunder shall be bound and shall receive the distributions they otherwise would be entitled to receive pursuant to the Plan; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, in connection with any legal action or claim brought by the United States Securities and Exchange Commission or (b) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) to the extent that (i) the Pension Plans are terminated from and after the Effective Date and (ii) the Pension Plans are underfunded as of the Effective Date, release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, from any liability as a fiduciary of the Pension Plans, under any law, government policy or regulatory provision, (b) enjoin or preclude the Pension Benefit Guaranty Corporation from enforcing such liability against such non-Debtor Entity during the applicable statute of limitations period set forth in 29 U.S.C. § 1303 following any such termination, or (c) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim. In addition to, and not in any way limiting the foregoing, each holder of an Allowed WMB Senior Notes Claim and each Accepting Non-Filing WMB Senior Notes Holder shall be deemed to have released the Debtors, the Reorganized Debtors, the Liquidating Trustee, and each of their respective Related Persons from any and all direct and derivative claims arising from or

related to such holder's WMB Senior Notes, as well as any misrepresentation or other similar claim for damages arising from the purchase or sale of such holder's WMB Senior Notes (including, without limitation, any Section 510(b) Subordinated WMB Notes Claims that such holder may have).

“43.7 Injunction Related to Releases. Except as provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, as of the Effective Date, (i) all Entities that hold, have held, or may hold a Released Claim or Equity Interest relating to any of the Debtors or the Reorganized Debtors or any of their respective assets, property and estates, that is released pursuant to Section 43.6 of the Plan, (ii) all other parties in interest, and (iii) each of the Related Persons of each of the foregoing entities, are, and shall be, permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any of the following actions, whether directly or indirectly, derivatively or otherwise, on account of or based on the subject matter of such discharged Released Claims or such Equity Interests: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including, without limitation, any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order; (iii) creating, perfecting or in any way enforcing in any matter, directly or indirectly, any Lien; (iv) setting off, seeking reimbursement or contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation owed to any Entity released under Section 43.6 hereof; and (v) commencing or continuing in any manner, in any place of any judicial, arbitration or administrative proceeding in any forum, that does not comply with or is inconsistent with the provisions of the Global Settlement Agreement, the Plan or the Confirmation Order.

“43.8 Exculpation. The Released Parties, members of the Plan Administration Committee and Plan Investment Committee of the WaMu Savings Plan, and each of their Related Persons shall not have or incur any liability to any Entity for any act taken or omitted to be taken in connection with the Chapter 11 Cases (including any actions taken by the Creditors' Committee after the Effective Date), the formulation, preparation, dissemination, implementation, confirmation or approval of the Plan or any compromises or settlements contained therein, the Disclosure Statement related thereto, the Global Settlement Agreement, or any contract, instrument, release or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the Plan and the Global Settlement Agreement; provided, however, that the foregoing provisions of this Section 43.8 shall not affect the liability of any Entity that otherwise would result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted gross negligence or willful misconduct. Any of the foregoing parties in all respects shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.”

Print or Type Name of Claimant: _____

Last Four (4) Digits of Social Security
or Federal Tax I.D. No. of Claimant: _____

Signature: _____

Name of Signatory (if different than claimant): _____

If by Authorized Agent, Title of Agent: _____

Street Address: _____

City, State and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

Exhibit 4-12

Master Ballot for Class 16

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

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

**MASTER BALLOT FOR CLASS 16
(PIERS CLAIMS) (CUSIP NO. _____)**

Name of Debtor Entities and Case Numbers

WMI Investment Corp.	08-12228 (MFW)	Washington Mutual, Inc.	08-12229 (MFW)
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Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “**Debtors**”), each of which is identified above, are soliciting votes with respect to the Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of October 6, 2010 (as it may be further amended, the “**Plan**”), from the holders of certain impaired claims against the Debtors. The Plan is attached as Exhibit A to the Disclosure Statement for the Plan (as it may be amended, the “**Disclosure Statement**”). All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to such terms in the Plan.

The United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) has approved the Disclosure Statement, which provides information to assist you in deciding how to vote on the Plan. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. If you have any questions on how to properly complete this Ballot, please contact Kurtzman Carson Consultants LLC (the “**Voting Agent**”) at (917) 281-4800. Please be advised that Kurtzman Carson Consultants LLC cannot provide legal advice.

THIS MASTER BALLOT IS ONLY FOR CASTING VOTES ON BEHALF OF BENEFICIAL HOLDERS OF THE PIERS CLAIMS.

This Master Ballot is to be used by you as a broker, bank, or other nominee; or as the agent of a broker, bank, or other nominee (each of the foregoing, a “Voting Nominee”); or as the proxy holder of a Voting Nominee or beneficial holder of the units representing PIERS Preferred Securities, to transmit to the Voting Agent the votes of such beneficial holders in respect of their PIERS Claims to accept or reject the Plan.

Holders of Allowed PIERS Claims are also entitled to participate in the Rights Offering, as more fully described in the Plan and Disclosure Statement. Holders of PIERS Claims who wish to participate in the Rights Offering must complete the subscription form that is being provided under separate cover. If you

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 925 Fourth Avenue, Seattle, Washington 98104.

are the Voting Nominee for a holder of a PIERS Claim and did not receive a Subscription Form to forward to such holder, please contact the Voting Agent.

IMPORTANT

VOTING DEADLINE: 5:00 P.M. (Pacific Time) on November 15, 2010.

To have the vote of the beneficial holder(s) for whom you act as Voting Nominee count, the Master Ballot must be properly completed, signed, and returned so that it is actually received by the Voting Agent, Kurtzman Carson Consultants LLC, by no later than 5:00 p.m. (Pacific Time) on November 15, 2010, unless such time is extended by the Debtors. Please mail or deliver your Master Ballot to: Washington Mutual Ballot Processing, c/o Kurtzman Carson Consultants, 599 Lexington Avenue, 39th Floor, New York, New York 10022.

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Master Ballot is not received by the Voting Agent on or before the Voting Deadline and such deadline is not extended by the Debtors, the votes of the beneficial holder(s) for whom you act as Voting Nominee will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on the beneficial holder(s) for whom you act as Voting Nominee whether or not you vote.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 1 AND COMPLETE ITEM 1.
2. COMPLETE ITEM 2.
3. COMPLETE ITEM 3.
4. COMPLETE ITEM 4.
5. COMPLETE ITEM 5.
6. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 6, AND COMPLETE ITEM 6.
7. **SIGN THE BALLOT.**
8. RETURN THE BALLOT IN THE PRE-ADDRESSED POSTAGE-PAID ENVELOPE (SO THAT IT IS RECEIVED BEFORE THE VOTING DEADLINE).
9. BENEFICIAL HOLDERS MUST VOTE THE FULL AMOUNT OF THE ALLOWED PREPETITION CLAIM COVERED BY THEIR BALLOTS EITHER TO ACCEPT OR TO REJECT THE PLAN. BENEFICIAL HOLDERS MAY NOT SPLIT THEIR VOTES.
10. ANY EXECUTED BALLOT RECEIVED BY YOU FROM A BENEFICIAL HOLDER THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, SHOULD BE COUNTED AS AN ACCEPTANCE OF THE PLAN.

This Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than to cast votes to accept or reject the Plan.

**VOTING INSTRUCTIONS FOR COMPLETING THE MASTER BALLOT
FOR VOTING NOMINEES OF CLASS 16 (PIERS CLAIMS)**

1. The Plan will be accepted by Class 16 if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class 16 that actually vote on the Plan. In the event that Class 16 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on beneficial holders for which you are acting as Voting Nominee if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the holders of Claims in Class 16 and all other Classes of Claims or Equity Interests rejecting the Plan, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Equity Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby, and may be bound to the releases contained therein.

2. **Complete, sign, and return this Master Ballot to Kurtzman Carson Consultants LLC so that it is received by the Voting Agent by no later than 5:00 p.m. (Pacific Time) on November 15, 2010 (the “Voting Deadline”), unless such time is extended in writing by the Debtors.** Ballots must be delivered either by mail with the enclosed envelope or by hand delivery or overnight courier to the Voting Agent at the following address:

Washington Mutual Ballot Processing
c/o Kurtzman Carson Consultants
599 Lexington Avenue, 39th Floor
New York, New York 10022

Attn: Vote Processing
Telephone: (917) 281-4800

Ballots will not be accepted by telecopy, facsimile, e-mail or other electronic means of transmission.

3. **HOW TO VOTE:**

If you are both the registered owner and the beneficial holder of any units representing PIERS Preferred Securities and you wish to vote any PIERS Claims held by you as the beneficial holder thereof, you must complete, execute and return to the Voting Agent a Master Ballot in connection therewith.

If you are transmitting the votes of any beneficial holders of PIERS Claims other than yourself, you must forward the Solicitation Package to such beneficial holders, together with (i) the Beneficial Holder Ballots for voting and (ii) a return envelope provided by and addressed to you, the Voting Nominee, with the beneficial holders then returning the individual Beneficial Holder Ballots to you, the Voting Nominee. In such case, you, the Voting Nominee, will tabulate the votes of your respective beneficial holders on the Master Ballot that is attached to these instructions, and then return the Master Ballot to the Voting Agent. You, the Voting Nominee, should advise the beneficial holders to return their individual Beneficial Holder Ballots to you by a date calculated by you to allow yourself sufficient time to prepare and return the Master Ballot to the Voting Agent so that the Master Ballot is actually received by the Voting Agent by the Voting Deadline.

4. With respect to all Beneficial Holder Ballots returned to you, you must properly complete the Master Ballot, as follows:
 - a. Check the appropriate box in Item 1 on the Master Ballot;
 - b. Indicate the votes to accept or reject the Plan in Item 2 of the Master Ballot, as transmitted to you by the beneficial holders of the PIERS Claims. To identify such beneficial holders without disclosing their names, please use the customer account number assigned by you to each such beneficial holder or, if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each beneficial holder and the assigned number). **IMPORTANT: EACH BENEFICIAL HOLDER MUST VOTE ALL OF HIS, HER, OR ITS PIERS CLAIMS EITHER TO ACCEPT OR REJECT THE PLAN, AND MAY NOT SPLIT SUCH VOTE. IF ANY BENEFICIAL HOLDER HAS ATTEMPTED TO SPLIT SUCH VOTE, PLEASE CONTACT THE VOTING AGENT IMMEDIATELY;**
 - c. Please note that Item 3 of the Master Ballot requests that you transcribe the information provided by each beneficial holder in Item 3 of each completed Beneficial Holder Ballot relating to other PIERS Claims voted;
 - d. Please note that Item 4 of the Master Ballot requests that you transcribe the information provided by each beneficial holder in Item 4 of each completed Beneficial Holder Ballot relating to the granting of certain releases, and that you tender the units representing the underlying PIERS Preferred Securities held by those beneficial holders electing to opt out of granting the releases to the appropriate account established at DTC for such purpose;
 - e. Please note that Item 5 of the Master Ballot requests that you transcribe the information provided by each beneficial holder in Item 5 of each completed Beneficial Holder Ballot relating to the Exchange Election, and that you tender the units representing PIERS Preferred Securities held by those beneficial holders making the Exchange Election to the appropriate account established at DTC for such purpose;
 - f. Review the certification in Item 6 of the Master Ballot;
 - g. Sign and date the Master Ballot, and provide the remaining information requested;
 - h. If additional space is required to respond to any item on the Master Ballot, please use additional sheets of paper clearly marked to indicate the applicable Item of the Master Ballot to which you are responding;
 - i. Contact the Voting Agent if you need any additional information; and
 - j. Deliver the completed, executed Master Ballot so as to be received by the Voting Agent before the Voting Deadline. For each completed, executed Beneficial Holder Ballot returned to you by a beneficial holder, either forward such Beneficial Holder Ballot (along with your Master Ballot) to the Voting Agent or retain such Beneficial Holder Ballot in your files for one year from the Voting Deadline.

IF YOU HAVE ANY QUESTIONS REGARDING THE MASTER BALLOT, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR IF YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT (917) 281-4800. COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ON THE VOTING AGENT'S

WEBSITE AT WWW.KCCLLC.NET/WAMU. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

Item 1. Certification of Authority to Vote. The undersigned certifies that as of October 18, 2010 (the Voting Record Date under the Plan), the undersigned (please check appropriate box):

- Is a broker, bank, or other nominee for the beneficial holders of the units representing PIERS Preferred Securities listed in Item 2 below, and is the registered holder of such units, or
- Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, or other nominee that is the registered holder of the units representing the PIERS Preferred Securities listed in Item 2 below, or
- Has been granted a proxy (an original of which is attached hereto) from a broker, bank, or other nominee, or a beneficial holder, that is the registered holder of the units representing PIERS Preferred Securities listed in Item 2 below,

and accordingly, has full power and authority to vote to accept or reject the Plan, on behalf of the PIERS Claims held by the beneficial holders of the units representing the PIERS Preferred Securities described in Item 2.

Item 2. Vote. The undersigned transmits the following votes of beneficial holders in respect of their PIERS Claims, and certifies that the following beneficial holders of the units representing PIERS Preferred Securities, as identified by their respective customer account numbers set forth below, are beneficial holders of such securities as of October 18, 2010, the Voting Record Date, and have delivered to the undersigned, as Voting Nominee, their ballots (“**Beneficial Holder Ballots**”) casting such votes. Indicate in the appropriate column the aggregate number of units voted for each account, or attach such information to this Master Ballot in the form of the following table. Please note each beneficial holder must vote all of his, her, or its PIERS Claims to accept or to reject the Plan and may not split such vote.

Your Customer Account Number for Each Beneficial Holder of Voting Units Representing PIERS Preferred Securities	Number of Units Representing PIERS Preferred Securities Voted to ACCEPT or REJECT Plan*	
	ACCEPT	REJECT
1.	\$	\$
2.	\$	\$
3.	\$	\$
4.	\$	\$
5.	\$	\$
6.	\$	\$
7.	\$	\$
8.	\$	\$
9.	\$	\$
TOTALS:	\$	\$

* Any executed ballot received by a Voting Nominee from a beneficial holder that (a) does not indicate either an acceptance or rejection of the Plan, or (b) that indicates both an acceptance and a rejection of the Plan, should be counted as an **acceptance** of the Plan.

Item 3. Certification as to Transcription of Information from Item 3 as to PIERS Claims Voted Through Other Beneficial Holder Ballots. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by beneficial holders in Item 3 of the beneficial holders’

original Beneficial Holder Ballots, identifying any PIERS Claims for which such beneficial holders have submitted other Beneficial Holder Ballots other than to the undersigned:

YOUR Customer Account Number for Each Beneficial Holder Who Completed <u>Item 3</u> of the Beneficial Holder Ballots	TRANSCRIBE FROM <u>ITEM 3</u> OF THE BENEFICIAL HOLDER BALLOTS:		
	Account Number	Name of Owner	Number of Other Units Representing PIERS Preferred Securities Voted
1.			\$
2.			\$
3.			\$
4.			\$
5.			\$
6.			\$
7.			\$
8.			\$
9.			\$
10.			\$

Item 4. Certification as to Transcription of Information from Item 4 as to Opt-Out Election. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by beneficial holders in Item 4 of the beneficial holders' original Beneficial Holder Ballots:

YOUR Customer Account Number for Each Beneficial Holder Who Completed <u>Item 4</u> of the Beneficial Holder Ballots	VOI Number from DTC* for Each Beneficial Holder Who Elected to Opt Out of Granting Releases	Number of Units for Each Beneficial Holder Who Elected to Opt Out of Granting Releases	TRANSCRIBE FROM <u>ITEM 4</u> OF THE BENEFICIAL HOLDER BALLOTS:
			Elect to Opt Out of granting releases
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

* The underlying units, related to the PIERS Claims, held by those beneficial holders electing to opt out of granting releases are to be tendered into the appropriate election account established at The Depository Trust Company (“DTC”) for that purpose. Input the corresponding VOI number received from DTC in the appropriate Opt-Out Election column in the table above if the beneficial holder elected the Opt-Out Election in Item 4 on its individual Beneficial Holder Ballot. Such units may not be withdrawn from the DTC election account once tendered. No further trading will be permitted in such units held in the election account at DTC. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all such units held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder.

Item 5. Certification as to Transcription of Information from Item 5 as to Exchange Election. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by beneficial holders in Item 5 of the beneficial holders' original Beneficial Holder Ballots:

YOUR Customer Account Number for Each Beneficial Holder Who Completed <u>Item 5</u> of the Beneficial Holder Ballots	VOI Number from DTC* for Each Beneficial Holder Who Completed <u>Item 5</u> of the Beneficial Holder Ballots	Number of Units for Each Beneficial Holder Who Completed <u>Item 5</u> of the Beneficial Holder Ballots	TRANSCRIBE FROM <u>ITEM 5</u> OF THE BENEFICIAL HOLDER BALLOTS:		
			% of such beneficial holder's distribution to be received as Creditor Cash	% of such beneficial holder's distribution to be received as Liquidating Trust Interests	% of such beneficial holder's distribution to be received as Reorganized Common Stock
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

* The underlying units related to the PIERS Claims held by those beneficial holders making the Exchange Election are to be tendered into the appropriate election account established at The Depository Trust Company ("DTC") for that purpose. Input the corresponding VOI number received from DTC in the appropriate Exchange Election column in the table above if the beneficial holder elected the Exchange Election in Item 5 on its individual Beneficial Holder Ballot. Such units may not be withdrawn from the DTC election account once tendered. No further trading will be permitted in such units held in the election account at DTC. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all such units held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder.

Item 6. Certification. By signing this Master Ballot, the undersigned certifies that each beneficial holder of the units representing PIERS Preferred Securities listed in Item 2 above has been provided with a copy of the Disclosure Statement, including the exhibits thereto, and acknowledges that the solicitation of votes for the Plan is subject to all of the terms and conditions set forth in the Disclosure Statement.

Name of Voting Nominee: _____
(Print or Type)

Participant Number: _____

Name of Proxy Holder or Agent for Voting Nominee (if applicable): _____
(Print or Type)

Last Four (4) Digits of Social Security or Federal Tax I.D. No.: _____

Signature: _____

By: _____
(If Appropriate)

Title: _____
(If Appropriate)

Street Address: _____

City, State, Zip Code: _____

Telephone Number: (____) _____
(Including Area Code)

Date Completed: _____

Exhibit 4-13

Beneficial Holder Ballot for Class 16

Please note that the Debtors consented to, and the Bankruptcy Court directed, the appointment by the United States Trustee for the District of Delaware of Joshua R. Hochberg as examiner to conduct an investigation of the Debtors. The examiner will prepare a report summarizing its findings and such report, with the exception of any confidential information contained therein, will be made publicly available at www.kccllc.net/wamu prior to the deadline to vote on the Plan.

IMPORTANT

You should review the Disclosure Statement and the Plan (including the Global Settlement Agreement) before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your claim or claims under the Plan.

All of your PIERS Claims against the Debtors have been placed in Class 16 under the Plan. If you hold claims in more than one class under the Plan, you will receive a Ballot for each class in which you are entitled to vote and must complete a separate Ballot for each such class of claims.

VOTING DEADLINE: 5:00 P.M. (Pacific Time) on November 15, 2010.

In order for your vote to be counted, the Master Ballot from your Nominee must be properly completed, signed, and returned so that it is actually received by the Voting Agent, Kurtzman Carson Consultants LLC, by no later than 5:00 p.m. (Pacific Time) on November 15, 2010, unless such time is extended by the Debtors. Please mail or deliver your Ballot to your Voting Nominee.

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If the Master Ballot from your Nominee is not received by the Voting Agent on or before the Voting Deadline and such deadline is not extended by the Debtors, your vote will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on you whether or not you vote.

Your receipt of this Ballot does not signify that your claim(s) has been or will be allowed.

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR BANK, BROKER, OR OTHER VOTING NOMINEE (EACH OF THE FOREGOING, A “VOTING NOMINEE”), YOU MUST RETURN THIS BALLOT TO SUCH VOTING NOMINEE AND NOT THE VOTING AGENT. PLEASE ALLOW SUFFICIENT TIME FOR YOUR VOTING NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. REVIEW ITEM 1.
2. COMPLETE ITEM 2.
3. COMPLETE ITEM 3.
4. COMPLETE ITEM 4. NOTE THAT THIS ITEM IS OPTIONAL.
5. COMPLETE ITEM 5. NOTE THAT THIS ITEM IS OPTIONAL.
6. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 6, AND COMPLETE ITEM 6.
7. **SIGN THE BALLOT.**
8. RETURN THE BALLOT IN THE PRE-ADDRESSED POSTAGE-PAID ENVELOPE (SO THAT IT IS RECEIVED BEFORE THE VOTING DEADLINE).

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR BANK, BROKER, OR OTHER VOTING NOMINEE (EACH OF THE FOREGOING, A "VOTING NOMINEE"), PLEASE RETURN THE BALLOT TO SUCH VOTING NOMINEE AND ALLOW SUFFICIENT TIME FOR YOUR VOTING NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.
9. YOU MUST VOTE THE FULL AMOUNT OF THE ALLOWED CLAIM COVERED BY THIS BALLOT EITHER TO ACCEPT OR TO REJECT THE PLAN. YOU MAY NOT SPLIT YOUR VOTE.
10. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, WILL BE COUNTED AS AN ACCEPTANCE OF THE PLAN.

This Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than to cast votes to accept or reject the Plan.

**VOTING INSTRUCTIONS FOR COMPLETING THE BALLOT
FOR HOLDERS OF CLASS 16 (PIERS CLAIMS)**

1. This Ballot is submitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan will be accepted by Class 16 if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class 16 that actually vote on the Plan. In the event that Class 16 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the holders of Claims in Class 16 and all other Classes of Claims or Equity Interests rejecting the Plan, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Equity Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby, and may be bound to the releases contained therein.
3. **Complete, sign, and return this Ballot in the envelope provided. IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR BANK, BROKER, OR OTHER VOTING NOMINEE (EACH OF THE FOREGOING, A “VOTING NOMINEE”), PLEASE ALLOW SUFFICIENT TIME FOR YOUR VOTING NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.**
4. To properly complete the Ballot, you must follow the procedures described below:
 - a. if you have a Claim in Class 16, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;
 - b. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act);
 - c. if you also hold Claims in a Class other than Class 16, you may receive more than one Ballot, labeled for a different Class of Claims. Your vote will be counted in determining acceptance or rejection of the Plan by a particular Class of Claims only if you complete, sign, and return the Ballot labeled for that Class of Claims in accordance with the instructions on that Ballot;
 - d. if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;
 - e. provide your name and mailing address;
 - f. sign and date your Ballot; and
 - g. return your Ballot using the enclosed pre-addressed return envelope.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR IF YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES

OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT (888) 830-4644. COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT WWW.KCCLLC.NET/WAMU. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

ITEM 1. Amount of PIERS Claim. The number of units representing PIERS Preferred Securities you hold, for voting purposes, is: _____. If your units representing PIERS Preferred Securities are held by a Voting Nominee on your behalf and you do not know the number of units representing PIERS Preferred Securities held, please contact your Voting Nominee immediately.

ITEM 2. Vote on the Plan. The undersigned holder of a PIERS Claim in the amount identified in Item 1 above hereby votes to:

- Check one box: Accept the Plan
 Reject the Plan

ITEM 3. Certification as to PIERS Claims held in Additional Accounts. By completing and returning this Ballot, the beneficial holder certifies that either (a) it has not submitted any other Ballots for other Class 16 PIERS Claims held in other accounts or other record names or (b) it has provided the information specified in the following table for all other Class 16 PIERS Claims for which it has submitted additional Ballots, each of which indicates the same vote to accept or reject the Plan (please use additional sheets of paper if necessary):

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED CLASS 16 BALLOTS OTHER THAN THIS BALLOT.

Account Number	Name of Holder ¹	Number of Other Units Representing PIERS Preferred Securities Voted

ITEM 4. OPTIONAL – Opt-Out Election. By checking the box below, you elect NOT to grant the releases contained in Section 43.6 of the Plan as they relate to the opt-out release parties set forth in Section 43.6 of the Plan. Election to withhold consent is at your option. **Please be advised that if you elect NOT to grant the releases, you WILL NOT be entitled to a distribution under the Plan.** If you submit your Ballot without this box checked, you will be deemed to consent to the release. However, be advised that the Debtors, at the Confirmation Hearing, intend to seek enforcement of the releases, injunction, and exculpation contained in Sections 43.6, 43.7, and 43.8 of the Plan as to all parties regardless of whether you elect to opt out.

- Check the box: Elect to opt out

In order to elect to opt out of granting the releases, the Nominee holding your underlying units related to your PIERS Claims must “tender” your units into the appropriate election account established at The Depository Trust Company (“DTC”) for this purpose. The units may not be withdrawn from the election account after your Nominee has tendered them to the election account at DTC. Once the units have been tendered, no further trading will be permitted in the units held in the election account. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all underlying units held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder.

ITEM 5. OPTIONAL – Exchange Election.

Commencing on the Effective Date, and subject to (a) the right of election described in the Plan and (b) the provisions of Section 32.1(a) of the Plan with respect to a Retention/Sale Transaction, each holder of an Allowed PIERS Claim shall be entitled to receive on account of such Allowed PIERS Claim and Postpetition Interest Claim such holder’s *pro rata* share of (i) Reorganized Common Stock (to the extent remaining after distribution to holders of Allowed Senior Notes Claims, Allowed General Unsecured Claims, Allowed Senior Subordinated Notes Claims, Allowed CCB-1 Guarantees Claims, and Allowed CCB-2 Guarantees Claims and subject to dilution on account of

¹ Insert your name if the units representing PIERS Preferred Securities are held by you in your own name or, if held in “street name,” insert the name of your broker or bank.

the Rights Offering), (ii) Creditor Cash, and (iii) Liquidating Trust Interests, in an aggregate amount equal to (a) such holder's Allowed PIERS Claim and (b) in the event that all Allowed Claims are paid in full, such holder's Postpetition Interest Claim.

Notwithstanding the foregoing, the Plan provides that holders of Allowed PIERS Claims each shall be provided the right to elect, in their sole and absolute discretion, to receive additional Creditor Cash, Cash on account of Liquidating Trust Interests, or Reorganized Common Stock (to the extent remaining after distribution to holders of Allowed Senior Notes Claims, Allowed General Unsecured Claims, Allowed Senior Subordinated Notes Claims, Allowed CCB-1 Guarantees Claims, and Allowed CCB-2 Guarantees Claims and subject to dilution on account of the Rights Offering), as the case may be, in lieu of some or all of the Reorganized Common Stock, Creditor Cash or Cash on account of Liquidating Trust Interests, as the case may be, that such holder otherwise is entitled to receive pursuant to the Plan. If you would like to make such an election, complete the information below.

_____ % of the distribution to be received as Creditor Cash

_____ % of the distribution to be received as Cash on account of Liquidating Trust Interests

_____ % of the distribution to be received as Reorganized Common Stock

In order to make the Exchange Election, the Voting Nominee holding the underlying units, related to your PIERS Claims, must "tender" your units into the appropriate election account established at The Depository Trust Company ("DTC") for this purpose. The units may not be withdrawn from the election account after your Nominee has tendered them to the election account at DTC. Once the units have been tendered, no further trading will be permitted in the units held in the election account. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all units held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder.

NOTE: To the extent that there is an imbalance between the amount of Creditor Cash or Cash on account of Liquidating Trust Interests, as the case may be, and the number of Reorganized Common Stock shares elected by holders of Allowed PIERS Claims, either the Creditor Cash, Cash on account of Liquidating Trust Interests or Reorganized Common Stock shares elected shall be reduced, on a Pro Rata Share basis, to each holder to eliminate such imbalance. The ultimate recovery percentage for each holder of an Allowed PIERS Claim shall be the same, regardless of whether a holder elects to receive more or less Reorganized Common Stock. Failure by any holder of an Allowed PIERS Claim to elect to exercise election rights on or before the Voting Deadline shall constitute a deemed waiver and relinquishment of such rights by such holder. Any election made after the Voting Deadline shall not be binding upon the Debtors unless the Voting Deadline is waived, in writing, by the Debtors; provided, however, that under no circumstance may such waiver by the Debtors occur on or after the Effective Date. Any holder receiving Reorganized Common Stock shall be subject to, and bound by a registration rights agreement, if any, a form of which will be filed with the Bankruptcy Court prior to the Voting Deadline if applicable.

NOTE: In the event that, as of the Effective Date, the Debtors have determined to enter into a Retention/Sale Transaction, all elections to receive Reorganized Common Stock **shall be deemed null and void and of no force or effect and no Reorganized Common Stock shall be issued pursuant to the Plan.**

ITEM 6. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges that the undersigned has been provided with a copy of the Disclosure Statement, including all exhibits thereto. The undersigned certifies that (i) it is the holder of the PIERS Claims identified in Item 1 above as of October 18, 2010 and (ii) it has full power and authority to vote to accept or reject the Plan. The undersigned further acknowledges that the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement and the order of the Bankruptcy Court approving the Disclosure Statement and the procedures for the solicitation of votes to accept or reject the Plan contained therein. The undersigned further acknowledges that by voting to accept the Plan, any holder of a Claim against the Debtors is affirmatively agreeing to the various release and exculpation provisions of the Plan, which appear principally in Article 43 of the Plan and provide as follows:

"43.6 Releases by Holders of Claims and Equity Interests. Except as otherwise expressly provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, and except with respect to holders of WMB Senior Notes Claims and Non-Filing WMB Senior Note Holders who do not check the box labeled "Grant Plan Section 43.6 Release", on the Effective Date, for good and valuable consideration, each Entity that has held, currently holds or may hold a Released Claim or any Equity Interest that is terminated, and each of its respective Related Persons, on their own behalf and on behalf of

anyone claiming through them, on their behalf, or for their benefit, shall be deemed to have and hereby does irrevocably and unconditionally, fully, finally and forever waive, release, acquit and discharge each and all of the Released Parties from any and all Released Claims in connection with or related to any of the Debtors, the Reorganized Debtors, the Affiliated Banks, or their respective subsidiaries, assets, liabilities, operations, property or estates, the Chapter 11 Cases or the Plan or the Disclosure Statement, the assets to be received by JPMC pursuant to the Global Settlement Agreement, the Plan Contribution Assets, the Debtors' Claims, the JPMC Claims, the FDIC Claim, the Purchase and Assumption Agreement, the WMI/WMB Intercompany Claims, any intercompany claims on the books of WMI or WMB related to the WaMu Pension Plan or the Lakeview Plan, claims related in any way to the Trust Preferred Securities (including, without limitation, the creation of the Trust Preferred Securities, the financing associated therewith, the requested assignment of the Trust Preferred Securities by the Office of Thrift Supervision and the transfer and the asserted assignment of the Trust Preferred Securities subsequent thereto), and/or any claim, act, fact, transaction, occurrence, statement, or omission in connection with or alleged in the Actions or in the Texas Litigation, or that could have been alleged in respect of the foregoing or other similar proceeding, including, without limitation, any such claim demand, right, liability, or cause of action for indemnification, contribution or any other basis in law or equity for damages, costs or fees incurred by the releasors herein arising directly or indirectly from or otherwise relating thereto; provided, however, that each Entity that has submitted a Ballot may elect, by checking the appropriate box on its Ballot, not to grant the releases set forth in Section 43.6 of the Plan with respect to those Released Parties other than (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Trustees, and (iv) the Creditors' Committee and its members in such capacity and for their actions as members, their respective Related Persons, and their respective predecessors, successors and assigns (whether by operation of law or otherwise), in which case, such Entity that so elects to not grant the releases will not receive a distribution hereunder; and provided, further, that, because the Plan and the Global Settlement Agreement, and the financial contributions contained therein, are conditioned upon the aforementioned releases, and, as such, these releases are essential for the successful reorganization of the Debtors, pursuant to the Confirmation Order, those Entities that opt out of the releases provided hereunder shall be bound and shall receive the distributions they otherwise would be entitled to receive pursuant to the Plan; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, in connection with any legal action or claim brought by the United States Securities and Exchange Commission or (b) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) to the extent that (i) the Pension Plans are terminated from and after the Effective Date and (ii) the Pension Plans are underfunded as of the Effective Date, release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, from any liability as a fiduciary of the Pension Plans, under any law, government policy or regulatory provision, (b) enjoin or preclude the Pension Benefit Guaranty Corporation from enforcing such liability against such non-Debtor Entity during the applicable statute of limitations period set forth in 29 U.S.C. § 1303 following any such termination, or (c) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim. In addition to, and not in any way limiting the foregoing, each holder of an Allowed WMB Senior Notes Claim and each Accepting Non-Filing WMB Senior Notes Holder shall be deemed to have released the Debtors, the Reorganized Debtors, the Liquidating Trustee, and each of their respective Related Persons from any and all direct and derivative claims arising from or related to such holder's WMB Senior Notes, as well as any misrepresentation or other similar claim for damages arising from the purchase or sale of such holder's WMB Senior Notes (including, without limitation, any Section 510(b) Subordinated WMB Notes Claims that such holder may have).

“43.7 Injunction Related to Releases. Except as provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, as of the Effective Date, (i) all Entities that hold, have held, or may hold a Released Claim or Equity Interest relating to any of the Debtors or the Reorganized Debtors or any of their respective assets, property and estates, that is released pursuant to Section 43.6 of the Plan, (ii) all other parties in interest, and (iii) each of the Related Persons of each of the foregoing entities, are, and shall be, permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any of the following actions, whether directly or indirectly, derivatively or otherwise, on account of or based on the subject matter of such discharged Released Claims or such Equity Interests: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including, without limitation, any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order; (iii) creating, perfecting or in any way enforcing in any matter, directly or indirectly, any Lien; (iv) setting off, seeking reimbursement or contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation owed to any Entity released under Section 43.6 hereof; and (v) commencing or continuing in any manner, in any place of any judicial, arbitration or administrative proceeding in any forum, that does not comply with or is inconsistent with the provisions of the Global Settlement Agreement, the Plan or the Confirmation Order.

“43.8 Exculpation. The Released Parties, members of the Plan Administration Committee and Plan Investment Committee of the WaMu Savings Plan, and each of their Related Persons shall not have or incur any liability to any Entity for any act taken or omitted to be taken in connection with the Chapter 11 Cases (including any actions taken by the Creditors' Committee after the Effective Date), the formulation, preparation, dissemination, implementation, confirmation or approval of the Plan or any compromises or settlements contained therein, the Disclosure Statement related thereto, the Global Settlement Agreement, or any contract, instrument, release or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the Plan and the Global Settlement Agreement; provided, however, that the foregoing provisions of this Section 43.8 shall not affect the liability of any Entity that otherwise would result from any such

act or omission to the extent that such act or omission is determined in a Final Order to have constituted gross negligence or willful misconduct. Any of the foregoing parties in all respects shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan."

Print or Type Name of Claimant: _____

Last Four (4) Digits of Social Security
or Federal Tax I.D. No. of Claimant: _____

Signature: _____

Name of Signatory (if different than claimant): _____

If by Authorized Agent, Title of Agent: _____

Street Address: _____

City, State and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

Exhibit 4-14

Master Ballot for Class 19

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

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

**MASTER BALLOT FOR CLASS 19
(REIT SERIES) (CUSIP NO. _____)**

Name of Debtor Entities and Case Numbers

WMI Investment Corp.	08-12228 (MFW)	Washington Mutual, Inc.	08-12229 (MFW)
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Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “*Debtors*”), each of which is identified above, are soliciting votes with respect to the Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of October 6, 2010 (as it may be further amended, the “*Plan*”), from the holders of certain impaired claims against the Debtors. The Plan is attached as Exhibit A to the Disclosure Statement for the Plan (as it may be amended, the “*Disclosure Statement*”). All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to such terms in the Plan.

The United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”) has approved the Disclosure Statement, which provides information to assist you in deciding how to vote on the Plan. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. If you have any questions on how to properly complete this Ballot, please contact Kurtzman Carson Consultants LLC (the “*Voting Agent*”) at (917) 281-4800. Please be advised that Kurtzman Carson Consultants LLC cannot provide legal advice.

THIS MASTER BALLOT IS ONLY FOR CASTING VOTES ON BEHALF OF BENEFICIAL HOLDERS OF REIT SERIES SHARES.

This Master Ballot is to be used by you as a broker, bank, or other nominee; or as the agent of a broker, bank, or other nominee (each of the foregoing, a “Voting Nominee”); or as the proxy holder of a Voting Nominee or beneficial holder of the REIT Series shares, to transmit to the Voting Agent the votes of such beneficial holders in respect of their REIT Series shares to accept or reject the Plan.

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 925 Fourth Avenue, Seattle, Washington 98104.

IMPORTANT

VOTING DEADLINE: 5:00 P.M. (Pacific Time) on November 15, 2010.

To have the vote of the beneficial holder(s) for whom you act as Voting Nominee count, the Master Ballot must be properly completed, signed, and returned so that it is actually received by the Voting Agent, Kurtzman Carson Consultants LLC, by no later than 5:00 p.m. (Pacific Time) on November 15, 2010, unless such time is extended by the Debtors. Please mail or deliver your Master Ballot to: Washington Mutual Ballot Processing, c/o Kurtzman Carson Consultants, 599 Lexington Avenue, 39th Floor, New York, New York 10022.

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Ballot is not received by the Voting Agent on or before the Voting Deadline and such deadline is not extended by the Debtors, the votes of the beneficial holder(s) for whom you act as Voting Nominee will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on the beneficial holder(s) for whom you act as Voting Nominee whether or not you vote.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 1 AND COMPLETE ITEM 1.
2. COMPLETE ITEM 2.
3. COMPLETE ITEM 3.
4. COMPLETE ITEM 4.
5. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 5, AND COMPLETE ITEM 5.
6. **SIGN THE BALLOT.**
7. RETURN THE BALLOT IN THE PRE-ADDRESSED POSTAGE-PAID ENVELOPE (SO THAT IT IS RECEIVED BEFORE THE VOTING DEADLINE).
8. BENEFICIAL HOLDERS MUST VOTE THE FULL AMOUNT OF THE ALLOWED PREPETITION CLAIM COVERED BY THEIR BALLOTS EITHER TO ACCEPT OR TO REJECT THE PLAN. BENEFICIAL HOLDERS MAY NOT SPLIT THEIR VOTES.
9. ANY EXECUTED BALLOT RECEIVED BY YOU FROM A BENEFICIAL HOLDER THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, SHOULD BE COUNTED AS AN ACCEPTANCE OF THE PLAN.

This Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than to cast votes to accept or reject the Plan.

**VOTING INSTRUCTIONS FOR COMPLETING THE MASTER BALLOT
FOR VOTING NOMINEES OF CLASS 19 (REIT SERIES)**

1. The Plan will be accepted by Class 19 if it is accepted by the holders of two-thirds in amount of Interests in Class 19 that actually vote on the Plan. In the event that Class 19 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on beneficial holders for which you are acting as Voting Nominee if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the holders of Interests in Class 19 and all other Classes of Claims or Equity Interests rejecting the Plan, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Equity Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby, and may be bound to the releases contained therein.

2. **Complete, sign, and return this Master Ballot to Kurtzman Carson Consultants LLC so that it is received by the Voting Agent by no later than 5:00 p.m. (Pacific Time) on November 15, 2010 (the “Voting Deadline”), unless such time is extended in writing by the Debtors.** Ballots must be delivered either by mail with the enclosed envelope or by hand delivery or overnight courier to the Voting Agent at the following address:

Washington Mutual Ballot Processing
c/o Kurtzman Carson Consultants
599 Lexington Avenue, 39th Floor
New York, New York 10022

Attn: Vote Processing
Telephone: (917) 281-4800

Ballots will not be accepted by telecopy, facsimile, e-mail or other electronic means of transmission.

3. **HOW TO VOTE:**

If you are both the registered owner and the beneficial holder of any principal face amount of the REIT Series shares and you wish to vote any REIT Series held by you as the beneficial holder thereof, you must complete, execute and return to the Voting Agent a Master Ballot in connection therewith.

If you are transmitting the votes of any beneficial holders of REIT Series other than yourself, you must forward the Solicitation Package to such beneficial holders, together with (i) the Beneficial Holder Ballots for voting and (ii) a return envelope provided by and addressed to you, the Voting Nominee, with the beneficial holders then returning the individual Beneficial Holder Ballots to you, the Voting Nominee. In such case, you, the Voting Nominee, will tabulate the votes of your respective beneficial holders on a Master Ballot that will be provided to you, the Voting Nominee, separately by the Voting Agent, in accordance with any instructions set forth in the instructions to the Master Ballot, and then return the Master Ballot to the Voting Agent. You, the Voting Nominee should advise the beneficial holders to return their individual Beneficial Holder Ballots to you by a date calculated by you to allow

yourself sufficient time to prepare and return the Master Ballot to the Voting Agent so that the Master Ballot is actually received by the Voting Agent by the Voting Deadline.

4. With respect to all Beneficial Holder Ballots returned to you, you must properly complete the Master Ballot, as follows:
 - a. Check the appropriate box in Item 1 on the Master Ballot;
 - b. Indicate the votes to accept or reject the Plan in Item 2 of the Master Ballot, as transmitted to you by the beneficial holders of the REIT Series. To identify such beneficial holders without disclosing their names, please use the customer account number assigned by you to each such beneficial holder or, if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each beneficial holder and the assigned number). **IMPORTANT: EACH BENEFICIAL HOLDER MUST VOTE ALL OF HIS, HER, OR ITS REIT SERIES EITHER TO ACCEPT OR REJECT THE PLAN, AND MAY NOT SPLIT SUCH VOTE. IF ANY BENEFICIAL HOLDER HAS ATTEMPTED TO SPLIT SUCH VOTE, PLEASE CONTACT THE VOTING AGENT IMMEDIATELY;**
 - c. Please note that Item 3 of the Master Ballot requests that you transcribe the information provided by each beneficial holder in Item 3 of each completed Beneficial Holder Ballot relating to other REIT Series voted;
 - d. Please note that Item 4 of the Master Ballot requests that you transcribe the information provided by each beneficial holder in Item 4 of each completed Beneficial Holder Ballot relating to the granting of certain releases, and that you tender the underlying REIT Series shares held by those beneficial holders electing to opt out of granting the releases to the appropriate account established at DTC for such purpose;
 - e. Review the certification in Item 5 of the Master Ballot;
 - f. Sign and date the Master Ballot, and provide the remaining information requested;
 - g. If additional space is required to respond to any item on the Master Ballot, please use additional sheets of paper clearly marked to indicate the applicable Item of the Master Ballot to which you are responding;
 - h. Contact the Voting Agent if you need any additional information; and
 - i. Deliver the completed, executed Master Ballot so as to be received by the Voting Agent before the Voting Deadline. For each completed, executed Beneficial Holder Ballot returned to you by a beneficial holder, either forward such Beneficial Holder Ballot (along with your Master Ballot) to the Voting Agent or retain such Beneficial Holder Ballot in your files for one year from the Voting Deadline.

IF YOU HAVE ANY QUESTIONS REGARDING THE MASTER BALLOT, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR IF YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT (917) 281-4800. COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT WWW.KCCLLC.NET/WAMU. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

Item 1. Certification of Authority to Vote. The undersigned certifies that as of October 18, 2010 (the Voting Record Date under the Plan), the undersigned (please check appropriate box):

- Is a broker, bank, or other nominee for the beneficial holders of the aggregate principal face amount of the REIT Series shares listed in Item 2 below, and is the registered holder of such securities, or
- Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, or other nominee that is the registered holder of the aggregate principal face amount of the REIT Series shares listed in Item 2 below, or
- Has been granted a proxy (an original of which is attached hereto) from a broker, bank, or other nominee, or a beneficial holder, that is the registered holder of the aggregate principal face amount of REIT Series shares listed in Item 2 below,

and accordingly, has full power and authority to vote to accept or reject the Plan, on behalf of the REIT Series held by the beneficial holders of the REIT Series shares described in Item 2.

Item 2. Vote. The undersigned transmits the following votes of beneficial holders in respect of their REIT Series, and certifies that the following beneficial holders of the REIT Series, as identified by their respective customer account numbers set forth below, are beneficial holders of such securities as of October 18, 2010, the Voting Record Date, and have delivered to the undersigned, as Voting Nominee, their ballots (“**Beneficial Holder Ballots**”) casting such votes. Indicate in the appropriate column the aggregate principal face amount voted for each account, or attach such information to this Master Ballot in the form of the following table. Please note each beneficial holder must vote all of his, her, or its REIT Series to accept or to reject the Plan and may not split such vote.

Your Customer Account Number for Each Beneficial Holder of Voting REIT Series shares	Principal amount of REIT Series (\$) Voted to ACCEPT or REJECT Plan*	
	ACCEPT	REJECT
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
TOTALS:		

* Any executed ballot received by a Voting Nominee from a beneficial holder that (a) does not indicate either an acceptance or rejection of the Plan, or (b) that indicates both an acceptance and a rejection of the Plan, should be counted as an **acceptance** of the Plan.

Item 3. Certification as to Transcription of Information from Item 3 as to REIT Series Voted Through Other Beneficial Holder Ballots. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by beneficial holders in Item 3 of the beneficial holders’ original Beneficial Holder Ballots, identifying any REIT Series for which such beneficial holders have submitted other Beneficial Holder Ballots other than to the undersigned:

YOUR Customer Account Number for Each Beneficial Holder Who	TRANSCRIBE FROM ITEM 3 OF THE BENEFICIAL HOLDER BALLOTS:		
	Account Number	Name of Owner	Principal Amount of Other REIT Series Voted

Completed <u>Item 3</u> of the Beneficial Holder Ballots			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Item 4. Certification as to Transcription of Information from Item 4 as to Release Election. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by beneficial holders in Item 4 of the beneficial holders’ original Beneficial Holder Ballots:

YOUR Customer Account Number for Each Beneficial Holder Who Completed <u>Item 4</u> of the Beneficial Holder Ballots	VOI Number from DTC* for Each Beneficial Holder Who Elected to Grant Releases	Principal Amount of REIT Series (\$) for Each Beneficial Holder Who Elected to Grant Releases	TRANSCRIBE FROM <u>ITEM 4</u> OF THE BENEFICIAL HOLDER BALLOTS:
			Elect to Grant Releases
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

* The underlying REIT Series shares held by those beneficial holders electing to grant releases are to be tendered into the appropriate election account established at The Depository Trust Company (“DTC”) for that purpose. Input the corresponding VOI number received from DTC in the appropriate Release Election column in the table above if the beneficial holder elected the Release Election in Item 4 on its individual Beneficial Holder Ballot. REIT Series shares may not be withdrawn from the DTC election account once tendered. No further trading will be permitted in the Senior Notes held in the election account at DTC. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all REIT Series shares held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder.

Item 5. Certification. By signing this Master Ballot, the undersigned certifies that each beneficial holder of the REIT Series shares listed in Item 2 above has been provided with a copy of the Disclosure Statement, including the exhibits thereto, and acknowledges that the solicitation of votes for the Plan is subject to all of the terms and conditions set forth in the Disclosure Statement.

Name of Voting Nominee: _____
(Print or Type)

Participant Number: _____

Name of Proxy Holder or Agent
for Voting Nominee (if applicable): _____
(Print or Type)

Last Four (4) Digits of Social Security or Federal Tax I.D. No.: _____

Signature: _____

By: _____
(If Appropriate)

Title: _____
(If Appropriate)

Street Address: _____

City, State, Zip Code: _____

Telephone Number: () _____
(Including Area Code)

Date Completed: _____

Exhibit 4-15

Beneficial Holder Ballot for Class 19

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

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

**BENEFICIAL HOLDER BALLOT FOR CLASS 19
(REIT SERIES) (CUSIP NO. _____)**

Name of Debtor Entities and Case Numbers

WMI Investment Corp.	08-12228 (MFW)	Washington Mutual, Inc.	08-12229 (MFW)
----------------------	----------------	-------------------------	----------------

Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “*Debtors*”), each of which is identified above, are soliciting votes with respect to the Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of October 6, 2010 (as it may be further amended, the “*Plan*”), from the holders of certain impaired claims against the Debtors. The Plan is attached as Exhibit A to the Disclosure Statement for the Plan (as it may be amended, the “*Disclosure Statement*”). All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to such terms in the Plan.

If you are, as of October 18, 2010, the holder of REIT Series shares, please use this Ballot to cast your vote to accept or reject the Plan. **THIS BALLOT IS ONLY FOR THE BENEFICIAL HOLDERS OF REIT SERIES SHARES.**

The United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”) has approved the Disclosure Statement, which provides information to assist you in deciding how to vote on the Plan. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. If you have any questions on how to properly complete this Ballot, please contact Kurtzman Carson Consultants LLC (the “*Voting Agent*”) at (888) 830-4644. Please be advised that Kurtzman Carson Consultants LLC cannot provide legal advice.

Please note that the Debtors consented to, and the Bankruptcy Court directed, the appointment by the United States Trustee for the District of Delaware of Joshua R. Hochberg as examiner to conduct an investigation of the Debtors. The examiner will prepare a report summarizing its findings and such report, with the exception of any confidential information contained therein, will be made publicly available at www.kccllc.net/wamu prior to the deadline to vote on the Plan.

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 925 Fourth Avenue, Seattle, Washington 98104.

IMPORTANT

You should review the Disclosure Statement and the Plan (including the Global Settlement Agreement) before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your claim or claims under the Plan.

All of your REIT Series interests in the Debtors have been placed in Class 19 under the Plan. If you hold equity interests in more than one class under the Plan, you will receive a Ballot for each class in which you are entitled to vote and must complete a separate Ballot for each such class of equity interests.

VOTING DEADLINE: 5:00 P.M. (Pacific Time) on November 15, 2010.

In order for your vote to be counted, the Master Ballot from your Nominee must be properly completed, signed, and returned so that it is actually received by the Voting Agent, Kurtzman Carson Consultants LLC, by no later than 5:00 p.m. (Pacific Time) on November 15, 2010, unless such time is extended by the Debtors. Please mail or deliver your Ballot to your Voting Nominee.

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If the Master Ballot from your Nominee is not received by the Voting Agent on or before the Voting Deadline and such deadline is not extended by the Debtors, your vote will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on you whether or not you vote.

Your receipt of this Ballot does not signify that your claim(s) has been or will be allowed.

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR BANK, BROKER, OR OTHER VOTING NOMINEE (EACH OF THE FOREGOING, A “VOTING NOMINEE”), YOU MUST RETURN THIS BALLOT TO SUCH VOTING NOMINEE AND NOT THE VOTING AGENT. PLEASE ALLOW SUFFICIENT TIME FOR YOUR VOTING NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. REVIEW ITEM 1.
2. COMPLETE ITEM 2.
3. COMPLETE ITEM 3.
4. COMPLETE ITEM 4. NOTE THAT THIS ITEM IS OPTIONAL.
5. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 5.
6. **SIGN THE BALLOT.**
7. RETURN THE BALLOT IN THE PRE-ADDRESSED POSTAGE-PAID ENVELOPE (SO THAT IT IS RECEIVED BEFORE THE VOTING DEADLINE).
IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR BANK, BROKER, OR OTHER VOTING NOMINEE (EACH OF THE FOREGOING, A “VOTING NOMINEE”), PLEASE RETURN THE BALLOT TO SUCH VOTING NOMINEE AND ALLOW SUFFICIENT TIME FOR YOUR VOTING NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.
8. YOU MUST VOTE THE FULL AMOUNT OF THE EQUITY INTERESTS COVERED BY THIS BALLOT EITHER TO ACCEPT OR TO REJECT THE PLAN. YOU MAY NOT SPLIT YOUR VOTE.
9. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, WILL BE COUNTED AS AN ACCEPTANCE OF THE PLAN.

This Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than to cast votes to accept or reject the Plan.

**VOTING INSTRUCTIONS FOR COMPLETING THE BALLOT
FOR HOLDERS OF CLASS 19 (REIT SERIES)**

1. This Ballot is submitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan will be accepted by Class 19 if it is accepted by the holders of two-thirds in amount of REIT Series shares in Class 19 that actually vote on the Plan. In the event that Class 19 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the holders of REIT Series shares in Class 19 and all other Classes rejecting the Plan, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Equity Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby, and may be bound to the releases contained therein.
3. **Complete, sign, and return this Ballot in the envelope provided.**
4. To properly complete the Ballot, you must follow the procedures described below:
 - a. if you have an Equity Interest in Class 19, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;
 - b. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act);
 - c. if you also hold Equity Interests in a Class other than Class 19, you may receive more than one Ballot, labeled for a different Class of Equity Interests. Your vote will be counted in determining acceptance or rejection of the Plan by a particular Class only if you complete, sign, and return the Ballot labeled for that Class in accordance with the instructions on that Ballot;
 - d. if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;
 - e. provide your name and mailing address;
 - f. sign and date your Ballot, and provide the remaining information requested; and
 - g. return your Ballot using the enclosed pre-addressed return envelope.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR IF YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT (888) 830-4644. COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT WWW.KCCLLC.NET/WAMU. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED CLASS 19 BALLOTS OTHER THAN THIS BALLOT.

Account Number	Name of Holder ¹	Principal Amount of Other REIT Series Voted

ITEM 4. OPTIONAL – Grant Plan Section 43.6 Release. By checking the box below, you elect to GRANT the releases contained in Section 43.6 of the Plan herein, ACKNOWLEDGE that JPMC or its designee is the sole legal, equitable, and beneficial owner of the Trust Preferred Securities for all purposes and you have no legal, equitable, or beneficial interest in the Trust Preferred Securities and agree to comply with all other requirements of a Releasing REIT Trust Holder. Election to withhold consent is at your option. **Please be advised that if you elect NOT to grant the releases, you WILL NOT be entitled to a distribution under the Plan from either the Debtors or JPMC, unless Class 19 votes to accept the Plan, in which case you will receive a distribution from JPMC, or from the Disbursing Agent from consideration paid by JPMC, as provided in the Plan.** If you submit your Ballot without this box checked, you will be deemed to not consent to the release. However, be advised that the Debtors, at the Confirmation Hearing, intend to seek enforcement of the releases, injunction, and exculpation contained in Sections 43.6, 43.7, and 43.8 of the Plan as to all parties regardless of whether you elect to grant the release or not.

Check the box: Elect to grant release and hereby become a Releasing REIT Trust Holder

In order to elect to grant the release, the Nominee holding your REIT Series shares must “tender” your shares into the appropriate election account established at The Depository Trust Company (“DTC”) for this purpose. REIT Series shares may not be withdrawn from the election account after your Nominee has tendered them to the election account at DTC. Once REIT Series shares have been tendered, no further trading will be permitted in the REIT Series shares held in the election account. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all REIT Series shares held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder.

ITEM 5. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges that the undersigned has been provided with a copy of the Disclosure Statement, including all exhibits thereto. The undersigned certifies that (i) it is the holder of the REIT Series shares identified in Item 1 above as of October 18, 2010 and (ii) it has full power and authority to vote to accept or reject the Plan. The undersigned further acknowledges that the Debtors’ solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement and the order of the Bankruptcy Court approving the Disclosure Statement and the procedures for the solicitation of votes to accept or reject the Plan contained therein. The undersigned further acknowledges that by voting to accept the Plan, any holder of a Claim against or Equity Interest in the Debtors is affirmatively agreeing to the various release and exculpation provisions of the Plan, which appear principally in Article 43 of the Plan and provide as follows:

“43.6 **Releases by Holders of Claims and Equity Interests.** Except as otherwise expressly provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, and except with respect to holders of WMB Senior Notes Claims and Non-Filing WMB Senior Note Holders who do not check the box labeled “Grant Plan Section 43.6 Release”, on the Effective Date, for good and valuable consideration, each Entity that has held, currently holds or may hold a Released Claim or any Equity Interest that is terminated, and each of its respective Related Persons, on their own behalf and on behalf of anyone claiming through them, on their behalf, or for their benefit, shall be deemed to have and hereby does irrevocably and unconditionally, fully, finally and forever waive, release, acquit and discharge each and all of the Released Parties from any and all Released Claims in connection with or related to any of the Debtors, the Reorganized Debtors, the Affiliated Banks, or their respective subsidiaries, assets, liabilities, operations, property or estates, the Chapter 11 Cases or the Plan or the Disclosure Statement, the assets to be received by JPMC pursuant to the Global Settlement Agreement, the Plan Contribution Assets, the Debtors’ Claims, the JPMC Claims, the FDIC Claim, the Purchase and Assumption Agreement, the WMI/WMB Intercompany Claims, any intercompany claims on the books of WMI or WMB related to the WaMu Pension Plan or the Lakeview Plan, claims related in any way to the Trust Preferred Securities (including, without limitation, the creation of the

¹ Insert your name if the REIT Series are held by you in your own name or, if held in “street name,” insert the name of your broker or bank.

Trust Preferred Securities, the financing associated therewith, the requested assignment of the Trust Preferred Securities by the Office of Thrift Supervision and the transfer and the asserted assignment of the Trust Preferred Securities subsequent thereto), and/or any claim, act, fact, transaction, occurrence, statement, or omission in connection with or alleged in the Actions or in the Texas Litigation, or that could have been alleged in respect of the foregoing or other similar proceeding, including, without limitation, any such claim demand, right, liability, or cause of action for indemnification, contribution or any other basis in law or equity for damages, costs or fees incurred by the releasors herein arising directly or indirectly from or otherwise relating thereto; provided, however, that each Entity that has submitted a Ballot may elect, by checking the appropriate box on its Ballot, not to grant the releases set forth in Section 43.6 of the Plan with respect to those Released Parties other than (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Trustees, and (iv) the Creditors' Committee and its members in such capacity and for their actions as members, their respective Related Persons, and their respective predecessors, successors and assigns (whether by operation of law or otherwise), in which case, such Entity that so elects to not grant the releases will not receive a distribution hereunder; and provided, further, that, because the Plan and the Global Settlement Agreement, and the financial contributions contained therein, are conditioned upon the aforementioned releases, and, as such, these releases are essential for the successful reorganization of the Debtors, pursuant to the Confirmation Order, those Entities that opt out of the releases provided hereunder shall be bound and shall receive the distributions they otherwise would be entitled to receive pursuant to the Plan; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, in connection with any legal action or claim brought by the United States Securities and Exchange Commission or (b) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) to the extent that (i) the Pension Plans are terminated from and after the Effective Date and (ii) the Pension Plans are underfunded as of the Effective Date, release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, from any liability as a fiduciary of the Pension Plans, under any law, government policy or regulatory provision, (b) enjoin or preclude the Pension Benefit Guaranty Corporation from enforcing such liability against such non-Debtor Entity during the applicable statute of limitations period set forth in 29 U.S.C. § 1303 following any such termination, or (c) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim. In addition to, and not in any way limiting the foregoing, each holder of an Allowed WMB Senior Notes Claim and each Accepting Non-Filing WMB Senior Notes Holder shall be deemed to have released the Debtors, the Reorganized Debtors, the Liquidating Trustee, and each of their respective Related Persons from any and all direct and derivative claims arising from or related to such holder's WMB Senior Notes, as well as any misrepresentation or other similar claim for damages arising from the purchase or sale of such holder's WMB Senior Notes (including, without limitation, any Section 510(b) Subordinated WMB Notes Claims that such holder may have).

“43.7 Injunction Related to Releases. Except as provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, as of the Effective Date, (i) all Entities that hold, have held, or may hold a Released Claim or Equity Interest relating to any of the Debtors or the Reorganized Debtors or any of their respective assets, property and estates, that is released pursuant to Section 43.6 of the Plan, (ii) all other parties in interest, and (iii) each of the Related Persons of each of the foregoing entities, are, and shall be, permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any of the following actions, whether directly or indirectly, derivatively or otherwise, on account of or based on the subject matter of such discharged Released Claims or such Equity Interests: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including, without limitation, any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order; (iii) creating, perfecting or in any way enforcing in any matter, directly or indirectly, any Lien; (iv) setting off, seeking reimbursement or contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation owed to any Entity released under Section 43.6 hereof; and (v) commencing or continuing in any manner, in any place of any judicial, arbitration or administrative proceeding in any forum, that does not comply with or is inconsistent with the provisions of the Global Settlement Agreement, the Plan or the Confirmation Order.

“43.8 Exculpation. The Released Parties, members of the Plan Administration Committee and Plan Investment Committee of the WaMu Savings Plan, and each of their Related Persons shall not have or incur any liability to any Entity for any act taken or omitted to be taken in connection with the Chapter 11 Cases (including any actions taken by the Creditors' Committee after the Effective Date), the formulation, preparation, dissemination, implementation, confirmation or approval of the Plan or any compromises or settlements contained therein, the Disclosure Statement related thereto, the Global Settlement Agreement, or any contract, instrument, release or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the Plan and the Global Settlement Agreement; provided, however, that the foregoing provisions of this Section 43.8 shall not affect the liability of any Entity that otherwise would result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted gross negligence or willful misconduct. Any of the foregoing parties in all respects shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.”

Print or Type Name of Claimant: _____

Last Four (4) Digits of Social Security
or Federal Tax I.D. No. of Claimant: _____

Signature: _____

Name of Signatory (if different than claimant): _____

If by Authorized Agent, Title of Agent: _____

Street Address: _____

City, State and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

Exhibit 4-16

Master Ballot for Class 20

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

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

**MASTER BALLOT FOR CLASS 20
(PREFERRED EQUITY INTERESTS) (CUSIP NO.)**

Name of Debtor Entities and Case Numbers

WMI Investment Corp.	08-12228 (MFW)	Washington Mutual, Inc.	08-12229 (MFW)
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Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “*Debtors*”), each of which is identified above, are soliciting votes with respect to the Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of October 6, 2010 (as it may be further amended, the “*Plan*”), from the holders of certain impaired claims against the Debtors. The Plan is attached as Exhibit A to the Disclosure Statement for the Plan (as it may be amended, the “*Disclosure Statement*”). All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to such terms in the Plan.

The United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”) has approved the Disclosure Statement, which provides information to assist you in deciding how to vote on the Plan. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. If you have any questions on how to properly complete this Ballot, please contact Kurtzman Carson Consultants LLC (the “*Voting Agent*”) at (917) 281-4800. Please be advised that Kurtzman Carson Consultants LLC cannot provide legal advice.

THIS MASTER BALLOT IS ONLY FOR CASTING VOTES ON BEHALF OF BENEFICIAL HOLDERS OF THE PREFERRED EQUITY INTEREST SHARES.

This Master Ballot is to be used by you as a broker, bank, or other nominee; or as the agent of a broker, bank, or other nominee (each of the foregoing, a “Voting Nominee”); or as the proxy holder of a Voting Nominee or beneficial holder of Preferred Equity Interest shares, to transmit to the Voting Agent the votes of such beneficial holders in respect of their Preferred Equity Interest shares to accept or reject the Plan.

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 925 Fourth Avenue, Seattle, Washington 98104.

IMPORTANT

VOTING DEADLINE: 5:00 P.M. (Pacific Time) on November 15, 2010.

To have the vote of the beneficial holder(s) for whom you act as Voting Nominee count, the Master Ballot must be properly completed, signed, and returned so that it is actually received by the Voting Agent, Kurtzman Carson Consultants LLC, by no later than 5:00 p.m. (Pacific Time) on November 15, 2010, unless such time is extended by the Debtors. Please mail or deliver your Master Ballot to: Washington Mutual Ballot Processing, c/o Kurtzman Carson Consultants, 599 Lexington Avenue, 39th Floor, New York, New York 10022.

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Ballot is not received by the Voting Agent on or before the Voting Deadline and such deadline is not extended by the Debtors, the votes of the beneficial holder(s) for whom you act as Voting Nominee will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on the beneficial holder(s) for whom you act as Voting Nominee whether or not you vote.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 1 AND COMPLETE ITEM 1.
2. COMPLETE ITEM 2.
3. COMPLETE ITEM 3.
4. COMPLETE ITEM 4.
5. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 5, AND COMPLETE ITEM 5.
6. **SIGN THE BALLOT.**
7. RETURN THE BALLOT IN THE PRE-ADDRESSED POSTAGE-PAID ENVELOPE (SO THAT IT IS RECEIVED BEFORE THE VOTING DEADLINE).
8. BENEFICIAL HOLDERS MUST VOTE THE FULL AMOUNT OF THE EQUITY INTERESTS COVERED BY THEIR BALLOTS EITHER TO ACCEPT OR TO REJECT THE PLAN. BENEFICIAL HOLDERS MAY NOT SPLIT THEIR VOTES.
9. ANY EXECUTED BALLOT RECEIVED BY YOU FROM A BENEFICIAL HOLDER THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, SHOULD BE COUNTED AS AN ACCEPTANCE OF THE PLAN.

This Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than to cast votes to accept or reject the Plan.

**VOTING INSTRUCTIONS FOR COMPLETING THE MASTER BALLOT
FOR VOTING NOMINEES OF CLASS 20 (PREFERRED EQUITY INTERESTS)**

1. The Plan will be accepted by Class 20 if it is accepted by the holders of two-thirds in amount of Preferred Equity Interests in Class 20 that actually vote on the Plan. In the event that Class 20 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on beneficial holders for which you are acting as Voting Nominee if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the holders of Preferred Equity Interests in Class 20 and all other Classes rejecting the Plan, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Equity Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby, and may be bound to the releases contained therein.

2. **Complete, sign, and return this Master Ballot to Kurtzman Carson Consultants LLC so that it is received by the Voting Agent by no later than 5:00 p.m. (Pacific Time) on November 15, 2010 (the “Voting Deadline”), unless such time is extended in writing by the Debtors.** Ballots must be delivered either by mail with the enclosed envelope or by hand delivery or overnight courier to the Voting Agent at the following address:

Washington Mutual Ballot Processing
c/o Kurtzman Carson Consultants
599 Lexington Avenue, 39th Floor
New York, New York 10022

Attn: Vote Processing
Telephone: (917) 281-4800

Ballots will not be accepted by telecopy, facsimile, e-mail or other electronic means of transmission.

3. **HOW TO VOTE:**

If you are both the registered owner and the beneficial holder of any principal face amount of Preferred Equity Interest shares and you wish to vote any Preferred Equity Interest shares held by you as the beneficial holder thereof, you must complete, execute and return to the Voting Agent a Master Ballot in connection therewith.

If you are transmitting the votes of any beneficial holders of Preferred Equity Interest shares other than yourself, you must forward the Solicitation Package to such beneficial holders, together with (i) the Beneficial Holder Ballots for voting and (ii) a return envelope provided by and addressed to you, the Voting Nominee, with the beneficial holders then returning the individual Beneficial Holder Ballots to you, the Voting Nominee. In such case, you, the Voting Nominee, will tabulate the votes of your respective beneficial holders on a Master Ballot that will be provided to you, the Voting Nominee, separately by the Voting Agent, in accordance with any instructions set forth in the instructions to the Master Ballot, and then return the Master Ballot to the Voting Agent. You, the Voting Nominee should advise the beneficial holders to return their individual Beneficial Holder Ballots to you by a date calculated by you to allow yourself sufficient time to prepare and return the Master Ballot to

the Voting Agent so that the Master Ballot is actually received by the Voting Agent by the Voting Deadline.

4. With respect to all Beneficial Holder Ballots returned to you, you must properly complete the Master Ballot, as follows:
 - a. Check the appropriate box in Item 1 on the Master Ballot;
 - b. Indicate the votes to accept or reject the Plan in Item 2 of the Master Ballot, as transmitted to you by the beneficial holders of Preferred Equity Interests. To identify such beneficial holders without disclosing their names, please use the customer account number assigned by you to each such beneficial holder or, if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each beneficial holder and the assigned number). **IMPORTANT: EACH BENEFICIAL HOLDER MUST VOTE ALL OF HIS, HER, OR ITS PREFERRED EQUITY INTERESTS EITHER TO ACCEPT OR REJECT THE PLAN, AND MAY NOT SPLIT SUCH VOTE. IF ANY BENEFICIAL HOLDER HAS ATTEMPTED TO SPLIT SUCH VOTE, PLEASE CONTACT THE VOTING AGENT IMMEDIATELY;**
 - c. Please note that Item 3 of the Master Ballot requests that you transcribe the information provided by each beneficial holder in Item 3 of each completed Beneficial Holder Ballot relating to other Preferred Equity Interests voted;
 - d. Please note that Item 4 of the Master Ballot requests that you transcribe the information provided by each beneficial holder in Item 4 of each completed Beneficial Holder Ballot relating to the granting of certain releases, and that you tender the underlying Preferred Equity Interests held by those beneficial holders electing to opt out of granting the releases to the appropriate account established at DTC for such purpose;
 - e. Review the certification in Item 5 of the Master Ballot;
 - f. Sign and date the Master Ballot, and provide the remaining information requested;
 - g. If additional space is required to respond to any item on the Master Ballot, please use additional sheets of paper clearly marked to indicate the applicable Item of the Master Ballot to which you are responding;
 - h. Contact the Voting Agent if you need any additional information; and
 - i. Deliver the completed, executed Master Ballot so as to be received by the Voting Agent before the Voting Deadline. For each completed, executed Beneficial Holder Ballot returned to you by a beneficial holder, either forward such Beneficial Holder Ballot (along with your Master Ballot) to the Voting Agent or retain such Beneficial Holder Ballot in your files for one year from the Voting Deadline.

IF YOU HAVE ANY QUESTIONS REGARDING THE MASTER BALLOT, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR IF YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT (917) 281-4800. COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT WWW.KCCLLC.NET/WAMU. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

Item 1. Certification of Authority to Vote. The undersigned certifies that as of October 18, 2010 (the Voting Record Date under the Plan), the undersigned (please check appropriate box):

- Is a broker, bank, or other nominee for the beneficial holders of the aggregate principal face amount of the Preferred Equity Interest shares listed in Item 2 below, and is the registered holder of such securities, or
- Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, or other nominee that is the registered holder of the aggregate principal face amount of the Preferred Equity Interest shares listed in Item 2 below, or
- Has been granted a proxy (an original of which is attached hereto) from a broker, bank, or other nominee, or a beneficial holder, that is the registered holder of the aggregate principal face amount of Preferred Equity Interest shares listed in Item 2 below,

and accordingly, has full power and authority to vote to accept or reject the Plan, on behalf of the Preferred Equity Interests held by the beneficial holders of the Preferred Equity Interest shares described in Item 2.

Item 2. Vote. The undersigned transmits the following votes of beneficial holders in respect of their Preferred Equity Interests, and certifies that the following beneficial holders of Preferred Equity Interest shares, as identified by their respective customer account numbers set forth below, are beneficial holders of such securities as of October 18, 2010, the Voting Record Date, and have delivered to the undersigned, as Voting Nominee, their ballots (“**Beneficial Holder Ballots**”) casting such votes. Indicate in the appropriate column the aggregate principal face amount voted for each account, or attach such information to this Master Ballot in the form of the following table. Please note each beneficial holder must vote all of his, her, or its Preferred Equity Interests to accept or to reject the Plan and may not split such vote.

Your Customer Account Number for Each Beneficial Holder of Voting Preferred Equity Interest Shares	Number of Preferred Equity Interest Shares Voted to ACCEPT or REJECT Plan*	
	ACCEPT	REJECT
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
TOTALS:		

* Any executed ballot received by a Voting Nominee from a beneficial holder that (a) does not indicate either an acceptance or rejection of the Plan, or (b) that indicates both an acceptance and a rejection of the Plan, should be counted as an **acceptance** of the Plan.

Item 3. Certification as to Transcription of Information from Item 3 as to Preferred Equity Interests Voted Through Other Beneficial Holder Ballots. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by beneficial holders in Item 3 of the beneficial holders’ original Beneficial Holder Ballots, identifying any Preferred Equity Interests for which such beneficial holders have submitted other Beneficial Holder Ballots other than to the undersigned:

YOUR Customer Account Number for Each Beneficial Holder Who Completed <u>Item 3</u> of the Beneficial Holder Ballots	TRANSCRIBE FROM <u>ITEM 3</u> OF THE BENEFICIAL HOLDER BALLOTS:		
	Account Number	Name of Owner	Amount of Other Preferred Equity Interests Voted
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Item 4. Certification as to Transcription of Information from Item 4 as to Opt-Out Election. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by beneficial holders in Item 4 of the beneficial holders’ original Beneficial Holder Ballots:

YOUR Customer Account Number for Each Beneficial Holder Who Completed <u>Item 4</u> of the Beneficial Holder Ballots	VOI Number from DTC* for Each Beneficial Holder Who Elected to Opt Out of Granting Releases	Amount of Preferred Equity Interests for Each Beneficial Holder Who Elected to Opt Out of Granting Releases	TRANSCRIBE FROM <u>ITEM 4</u> OF THE BENEFICIAL HOLDER BALLOTS:
			Elect to Opt Out of granting releases
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

* The underlying Preferred Equity Shares held by those beneficial holders electing to opt out of granting releases are to be tendered into the appropriate election account established at The Depository Trust Company (“DTC”) for that purpose. Input the corresponding VOI number received from DTC in the appropriate Exchange Election column in the table above if the beneficial holder elected the Exchange Election in Item 5 on its individual Beneficial Holder Ballot. Preferred Equity Shares may not be withdrawn from the DTC election account once tendered. No further trading will be permitted in the Senior Notes held in the election account at DTC. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all Preferred Equity Shares held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder.

Item 5. Certification. By signing this Master Ballot, the undersigned certifies that each beneficial holder of the Preferred Equity Shares listed in Item 2 above has been provided with a copy of the Disclosure Statement, including the exhibits thereto, and acknowledges that the solicitation of votes for the Plan is subject to all of the terms and conditions set forth in the Disclosure Statement.

Name of Voting Nominee: _____
(Print or Type)

Participant Number: _____

Name of Proxy Holder or Agent
for Voting Nominee (if applicable): _____
(Print or Type)

Last Four (4) Digits of Social Security or Federal Tax I.D. No.: _____

Signature: _____

By: _____
(If Appropriate)

Title: _____
(If Appropriate)

Street Address: _____

City, State, Zip Code: _____

Telephone Number: () _____
(Including Area Code)

Date Completed: _____

Exhibit 4-17

Beneficial Holder Ballot for Class 20

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

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

**BENEFICIAL HOLDER BALLOT FOR CLASS 20
(PREFERRED EQUITY INTERESTS) (CUSIP NO. _____)**

Name of Debtor Entities and Case Numbers

WMI Investment Corp.	08-12228 (MFW)	Washington Mutual, Inc.	08-12229 (MFW)
----------------------	----------------	-------------------------	----------------

Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “*Debtors*”), each of which is identified above, are soliciting votes with respect to the Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of October 6, 2010 (as it may be further amended, the “*Plan*”), from the holders of certain impaired claims against the Debtors. The Plan is attached as Exhibit A to the Disclosure Statement for the Plan (as it may be amended, the “*Disclosure Statement*”). All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to such terms in the Plan.

If you are, as of October 18, 2010, the holder of a Preferred Equity Interest, please use this Ballot to cast your vote to accept or reject the Plan. **THIS BALLOT IS ONLY FOR THE BENEFICIAL HOLDERS OF PREFERRED EQUITY INTERESTS.**

The United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”) has approved the Disclosure Statement, which provides information to assist you in deciding how to vote on the Plan. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. If you have any questions on how to properly complete this Ballot, please contact Kurtzman Carson Consultants LLC (the “*Voting Agent*”) at (888) 830-4644. Please be advised that Kurtzman Carson Consultants LLC cannot provide legal advice.

Please note that the Debtors consented to, and the Bankruptcy Court directed, the appointment by the United States Trustee for the District of Delaware of Joshua R. Hochberg as examiner to conduct an investigation of the Debtors. The examiner will prepare a report summarizing its findings and such report, with the exception of any confidential information contained therein, will be made publicly available at www.kccllc.net/wamu prior to the deadline to vote on the Plan.

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 925 Fourth Avenue, Seattle, Washington 98104.

IMPORTANT

You should review the Disclosure Statement and the Plan (including the Global Settlement Agreement) before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your claim or claims under the Plan.

All of your Preferred Equity Interests against the Debtors have been placed in Class 20 under the Plan. If you hold Equity Interests in more than one class under the Plan, you will receive a Ballot for each class in which you are entitled to vote and must complete a separate Ballot for each such class.

VOTING DEADLINE: 5:00 P.M. (Pacific Time) on November 15, 2010.

In order for your vote to be counted, the Master Ballot from your Nominee must be properly completed, signed, and returned so that it is actually received by the Voting Agent, Kurtzman Carson Consultants LLC, by no later than 5:00 p.m. (Pacific Time) on November 15, 2010, unless such time is extended by the Debtors. Please mail or deliver your Ballot to your Voting Nominee.

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If the Master Ballot from your Nominee is not received by the Voting Agent on or before the Voting Deadline and such deadline is not extended by the Debtors, your vote will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on you whether or not you vote.

Your receipt of this Ballot does not signify that your claim(s) has been or will be allowed.

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR BANK, BROKER, OR OTHER VOTING NOMINEE (EACH OF THE FOREGOING, A “VOTING NOMINEE”), YOU MUST RETURN THIS BALLOT TO SUCH VOTING NOMINEE AND NOT THE VOTING AGENT. PLEASE ALLOW SUFFICIENT TIME FOR YOUR VOTING NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. REVIEW ITEM 1.
2. COMPLETE ITEM 2.
3. COMPLETE ITEM 3.
4. COMPLETE ITEM 4. NOTE THAT THIS ITEM IS OPTIONAL.
5. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 5.
6. **SIGN THE BALLOT.**
7. RETURN THE BALLOT IN THE PRE-ADDRESSED POSTAGE-PAID ENVELOPE (SO THAT IT IS RECEIVED BEFORE THE VOTING DEADLINE).
IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR BANK, BROKER, OR OTHER VOTING NOMINEE (EACH OF THE FOREGOING, A “VOTING NOMINEE”), PLEASE RETURN THE BALLOT TO SUCH VOTING NOMINEE AND ALLOW SUFFICIENT TIME FOR YOUR VOTING NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.
8. YOU MUST VOTE THE FULL AMOUNT OF THE EQUITY INTERESTS COVERED BY THIS BALLOT EITHER TO ACCEPT OR TO REJECT THE PLAN. YOU MAY NOT SPLIT YOUR VOTE.
9. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, WILL BE COUNTED AS AN ACCEPTANCE OF THE PLAN.

This Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than to cast votes to accept or reject the Plan.

**VOTING INSTRUCTIONS FOR COMPLETING THE BALLOT
FOR HOLDERS OF CLASS 20 (PREFERRED EQUITY INTERESTS)**

1. This Ballot is submitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan will be accepted by Class 20 if it is accepted by the holders of two-thirds in amount of Preferred Equity Interests in Class 20 that actually vote on the Plan. In the event that Class 20 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the holders of Preferred Equity Interests in Class 20 and all other Classes rejecting the Plan, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Equity Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby, and may be bound to the releases contained therein.
3. **Complete, sign, and return this Ballot in the envelope provided.**
4. To properly complete the Ballot, you must follow the procedures described below:
 - a. if you have a Preferred Equity Interest in Class 20, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;
 - b. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act);
 - c. if you also hold Equity Interests in a Class other than Class 20, you may receive more than one Ballot, labeled for a different Class. Your vote will be counted in determining acceptance or rejection of the Plan by a particular Class only if you complete, sign, and return the Ballot labeled for that Class in accordance with the instructions on that Ballot;
 - d. if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;
 - e. provide your name and mailing address;
 - f. sign and date your Ballot, and provide the remaining information requested; and
 - g. return your Ballot using the enclosed pre-addressed return envelope.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR IF YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT (888) 830-4644. COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT WWW.KCCLLC.NET/WAMU. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

ITEM 1. Amount of Preferred Equity Interest Shares. The number of shares held for voting purposes is: _____ . If your Preferred Equity Interest shares are held by a Voting Nominee on your behalf and you do not know the face amount of the Preferred Equity Interest shares held, please contact your Voting Nominee immediately.

ITEM 2. Vote on the Plan. The undersigned holder of Preferred Equity Interest shares in the amount identified in Item 1 above hereby votes to:

- Check one box: Accept the Plan
 Reject the Plan

ITEM 3. Certification as to Preferred Equity Interest shares held in Additional Accounts. By completing and returning this Ballot, the beneficial holder certifies that either (a) it has not submitted any other Ballots for other Class 20 Preferred Equity Interest shares held in other accounts or other record names or (b) it has provided the information specified in the following table for all other Class 20 Preferred Equity Interest shares for which it has submitted additional Ballots, each of which indicates the same vote to accept or reject the Plan (please use additional sheets of paper if necessary):

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED CLASS 20 BALLOTS OTHER THAN THIS BALLOT.

Account Number	Name of Holder ¹	Amount of Other Preferred Equity Interest Shares Voted

ITEM 4. OPTIONAL – Opt-Out Election. By checking the box below, you elect NOT to grant the releases contained in Section 43.6 of the Plan as they relate to the opt-out release parties set forth in Section 43.6 of the Plan. Election to withhold consent is at your option. **Please be advised that if you elect NOT to grant the releases, you WILL NOT be entitled to a distribution under the Plan.** If you submit your Ballot without this box checked, you will be deemed to consent to the release. However, be advised that the Debtors, at the Confirmation Hearing, intend to seek enforcement of the releases, injunction, and exculpation contained in Sections 43.6, 43.7, and 43.8 of the Plan as to all parties regardless of whether you elect to opt out.

- Check the box: Elect to opt out

In order to elect to opt out of granting the releases, the Nominee holding your Preferred Equity shares must “tender” your notes into the appropriate election account established at The Depository Trust Company (“DTC”) for this purpose. Preferred Equity shares may not be withdrawn from the election account after your Nominee has tendered them to the election account at DTC. Once Preferred Equity shares have been tendered, no further trading will be permitted in the Preferred Equity shares held in the election account. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all Preferred Equity shares held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder.

ITEM 5. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges that the undersigned has been provided with a copy of the Disclosure Statement, including all exhibits thereto. The undersigned certifies that (i) it is the holder of the Preferred Equity Interest shares identified in Item 1 above as of October 18, 2010 and (ii) it has full power and authority to vote to accept or reject the Plan. The undersigned further acknowledges that the Debtors’ solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement and the order of the Bankruptcy Court approving the Disclosure Statement and the procedures for the solicitation of votes to accept or reject the Plan contained therein. The undersigned further acknowledges that by

¹ Insert your name if the Preferred Equity shares are held by you in your own name or, if held in “street name,” insert the name of your broker or bank.

voting to accept the Plan, any holder of a Claim against or Equity Interest in the Debtors is affirmatively agreeing to the various release and exculpation provisions of the Plan, which appear principally in Article 43 of the Plan and provide as follows:

“43.6 Releases by Holders of Claims and Equity Interests. Except as otherwise expressly provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, and except with respect to holders of WMB Senior Notes Claims and Non-Filing WMB Senior Note Holders who do not check the box labeled “Grant Plan Section 43.6 Release”, on the Effective Date, for good and valuable consideration, each Entity that has held, currently holds or may hold a Released Claim or any Equity Interest that is terminated, and each of its respective Related Persons, on their own behalf and on behalf of anyone claiming through them, on their behalf, or for their benefit, shall be deemed to have and hereby does irrevocably and unconditionally, fully, finally and forever waive, release, acquit and discharge each and all of the Released Parties from any and all Released Claims in connection with or related to any of the Debtors, the Reorganized Debtors, the Affiliated Banks, or their respective subsidiaries, assets, liabilities, operations, property or estates, the Chapter 11 Cases or the Plan or the Disclosure Statement, the assets to be received by JPMC pursuant to the Global Settlement Agreement, the Plan Contribution Assets, the Debtors’ Claims, the JPMC Claims, the FDIC Claim, the Purchase and Assumption Agreement, the WMI/WMB Intercompany Claims, any intercompany claims on the books of WMI or WMB related to the WaMu Pension Plan or the Lakeview Plan, claims related in any way to the Trust Preferred Securities (including, without limitation, the creation of the Trust Preferred Securities, the financing associated therewith, the requested assignment of the Trust Preferred Securities by the Office of Thrift Supervision and the transfer and the asserted assignment of the Trust Preferred Securities subsequent thereto), and/or any claim, act, fact, transaction, occurrence, statement, or omission in connection with or alleged in the Actions or in the Texas Litigation, or that could have been alleged in respect of the foregoing or other similar proceeding, including, without limitation, any such claim demand, right, liability, or cause of action for indemnification, contribution or any other basis in law or equity for damages, costs or fees incurred by the releasors herein arising directly or indirectly from or otherwise relating thereto; provided, however, that each Entity that has submitted a Ballot may elect, by checking the appropriate box on its Ballot, not to grant the releases set forth in Section 43.6 of the Plan with respect to those Released Parties other than (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Trustees, and (iv) the Creditors’ Committee and its members in such capacity and for their actions as members, their respective Related Persons, and their respective predecessors, successors and assigns (whether by operation of law or otherwise), in which case, such Entity that so elects to not grant the releases will not receive a distribution hereunder; and provided, further, that, because the Plan and the Global Settlement Agreement, and the financial contributions contained therein, are conditioned upon the aforementioned releases, and, as such, these releases are essential for the successful reorganization of the Debtors, pursuant to the Confirmation Order, those Entities that opt out of the releases provided hereunder shall be bound and shall receive the distributions they otherwise would be entitled to receive pursuant to the Plan; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, in connection with any legal action or claim brought by the United States Securities and Exchange Commission or (b) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) to the extent that (i) the Pension Plans are terminated from and after the Effective Date and (ii) the Pension Plans are underfunded as of the Effective Date, release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, from any liability as a fiduciary of the Pension Plans, under any law, government policy or regulatory provision, (b) enjoin or preclude the Pension Benefit Guaranty Corporation from enforcing such liability against such non-Debtor Entity during the applicable statute of limitations period set forth in 29 U.S.C. § 1303 following any such termination, or (c) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim. In addition to, and not in any way limiting the foregoing, each holder of an Allowed WMB Senior Notes Claim and each Accepting Non-Filing WMB Senior Notes Holder shall be deemed to have released the Debtors, the Reorganized Debtors, the Liquidating Trustee, and each of their respective Related Persons from any and all direct and derivative claims arising from or related to such holder’s WMB Senior Notes, as well as any misrepresentation or other similar claim for damages arising from the purchase or sale of such holder’s WMB Senior Notes (including, without limitation, any Section 510(b) Subordinated WMB Notes Claims that such holder may have).

“43.7 Injunction Related to Releases. Except as provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, as of the Effective Date, (i) all Entities that hold, have held, or may hold a Released Claim or Equity Interest relating to any of the Debtors or the Reorganized Debtors or any of their respective assets, property and estates, that is released pursuant to Section 43.6 of the Plan, (ii) all other parties in interest, and (iii) each of the Related Persons of each of the foregoing entities, are, and shall be, permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any of the following actions, whether directly or indirectly, derivatively or otherwise, on account of or based on the subject matter of such discharged Released Claims or such Equity Interests: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including, without limitation, any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order; (iii) creating, perfecting or in any way enforcing in any matter, directly or indirectly, any Lien; (iv) setting off, seeking reimbursement or contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation owed to any Entity released under Section 43.6 hereof; and (v) commencing or continuing in any manner, in any place of any judicial, arbitration or administrative proceeding in any forum, that does not comply with or is inconsistent with the provisions of the Global Settlement Agreement, the Plan or the Confirmation Order.

“43.8 Exculpation. The Released Parties, members of the Plan Administration Committee and Plan Investment Committee of the WaMu Savings Plan, and each of their Related Persons shall not have or incur any liability to any Entity for any act taken or omitted to be taken in connection with the Chapter 11 Cases (including any actions taken by the Creditors’ Committee after the Effective Date), the formulation, preparation, dissemination, implementation, confirmation or approval of the Plan or any compromises or settlements contained therein, the Disclosure Statement related thereto, the Global Settlement Agreement, or any contract, instrument, release or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the Plan and the Global Settlement Agreement; provided, however, that the foregoing provisions of this Section 43.8 shall not affect the liability of any Entity that otherwise would result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted gross negligence or willful misconduct. Any of the foregoing parties in all respects shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.”

Print or Type Name of Claimant: _____

Last Four (4) Digits of Social Security
or Federal Tax I.D. No. of Claimant: _____

Signature: _____

Name of Signatory (if different than claimant): _____

If by Authorized Agent, Title of Agent: _____

Street Address: _____

City, State and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

Exhibit 5-1

Notice of Non-Voting Status – Unimpaired Class

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

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

NOTICE OF NON-VOTING STATUS TO UNIMPAIRED CLASSES²

PLEASE TAKE NOTICE THAT, on October 18, 2010, the United States Bankruptcy Court for the District of Delaware (the “*Court*”) entered an order (the “*Order*”) approving the Disclosure Statement for the Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of October 6, 2010 (as it may be amended, the “*Disclosure Statement*”) filed by Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “*Debtors*”).³ The Order authorizes the Debtors to solicit votes to accept or reject the Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of October 6, 2010 (as it may be further amended, the “*Plan*”), a copy of which is annexed as Exhibit A to the Disclosure Statement. You can find information about the Debtors’ confirmation hearing in the enclosed Confirmation Hearing Notice.

PURSUANT TO THE TERMS OF THE PLAN, YOUR CLAIM(S) AGAINST THE DEBTORS IS/ARE NOT IMPAIRED AND, THEREFORE, PURSUANT TO SECTION 1126(f) OF TITLE 11 OF THE UNITED STATES CODE, YOU ARE (i) DEEMED TO HAVE ACCEPTED THE PLAN AND (ii) NOT ENTITLED TO VOTE ON THE PLAN. IF YOU HAVE ANY QUESTIONS ABOUT THE STATUS OF YOUR CLAIM(S), YOU MAY CONTACT THE DEBTORS’ VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, IN WRITING AT KURTZMAN CARSON CONSULTANTS, 2335 ALASKA AVENUE, EL SEGUNDO, CALIFORNIA 90245, OR BY TELEPHONE AT (888) 830-4644. COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ONLINE AT WWW.KCCLLC.NET/WAMU. PLEASE BE ADVISED THAT KURTZMAN CARSON CONSULTANTS LLC CANNOT PROVIDE LEGAL ADVICE.

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 925 Fourth Avenue, Seattle, Washington 98104.

² Pursuant to the Plan, the Unimpaired Classes are Class 1 (Priority Non-Tax Claims), Class 4 (WMI Medical Plan Claims), Class 5 (JPMC Rabbi Trust / Policy Claims), Class 6 (Other Benefit Plan Claims), Class 7 (Qualified Plan Claims), Class 8 (WMB Vendor Claims), Class 9 (Visa Shares Claims), Class 10 (Bond Claims), Class 11 (WMI Vendor Claims), and Class 13 (Convenience Claims).

³ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Disclosure Statement.

PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

DATED: October __, 2010
Wilmington, Delaware

RICHARDS, LAYTON & FINGER, P.A. One Rodney Square 920 North King Street Wilmington, Delaware 19801 Telephone: (302) 651-7700 Facsimile: (302) 651-7701	WEIL, GOTSHAL & MANGES LLP 767 Fifth Avenue New York, New York 10153 Telephone: (212) 310-8000 Facsimile: (212) 310-8007
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Attorneys for Debtors
and Debtors in Possession

Exhibit 5-2

Notice of Non-Voting Status – Impaired Class

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

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

NOTICE OF NON-VOTING STATUS TO IMPAIRED CLASSES²

PLEASE TAKE NOTICE THAT, on October 18, 2010, the United States Bankruptcy Court for the District of Delaware (the “*Court*”) entered an order (the “*Order*”) approving the Disclosure Statement for the Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of October 6, 2010 (as it may be amended, the “*Disclosure Statement*”) filed by Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “*Debtors*”).³ The Order authorizes the Debtors to solicit votes to accept or reject the Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of October 6, 2010 (as it may be further amended, the “*Plan*”), a copy of which is annexed as Exhibit A to the Disclosure Statement. You can find information about the Debtors’ confirmation hearing in the enclosed Confirmation Hearing Notice.

PURSUANT TO THE TERMS OF THE PLAN, YOU ARE NOT ENTITLED TO RECEIVE OR RETAIN ANY PROPERTY ON ACCOUNT OF YOUR CLAIM(S) OR EQUITY INTEREST(S) IN, THE DEBTORS AND, THEREFORE, PURSUANT TO SECTION 1126(g) OF TITLE 11 OF THE UNITED STATES CODE, YOU ARE (i) DEEMED TO HAVE REJECTED THE PLAN AND (ii) NOT ENTITLED TO VOTE ON THE PLAN. IF YOU HAVE ANY QUESTIONS ABOUT THE STATUS OF YOUR CLAIM(S) OR EQUITY INTEREST(S), YOU MAY CONTACT THE DEBTORS’ VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, IN WRITING AT KURTZMAN CARSON CONSULTANTS, 2335 ALASKA AVENUE, EL SEGUNDO, CALIFORNIA 90245, OR BY TELEPHONE AT (888) 830-4644. COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ONLINE AT WWW.KCCLLC.NET/WAMU. PLEASE BE ADVISED THAT KURTZMAN CARSON CONSULTANTS LLC CANNOT PROVIDE LEGAL ADVICE.

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 925 Fourth Avenue, Seattle, Washington 98104.

² Pursuant to the Plan, the Impaired Classes who are not entitled to vote consist of Class 17B (WMB Subordinated Notes Claims), Class 21 (Dime Warrants), and Class 22 (Common Equity Interests).

³ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Disclosure Statement.

PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

DATED: October __, 2010
Wilmington, Delaware

<p>RICHARDS, LAYTON & FINGER, P.A. One Rodney Square 920 North King Street Wilmington, Delaware 19801 Telephone: (302) 651-7700 Facsimile: (302) 651-7701</p>	<p>WEIL, GOTSHAL & MANGES LLP 767 Fifth Avenue New York, New York 10153 Telephone: (212) 310-8000 Facsimile: (212) 310-8007</p>
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Attorneys for Debtors
and Debtors in Possession

Exhibit 5-3

Notice of Non-Voting Status – Claims Facing Objections

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

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

NOTICE OF NON-VOTING STATUS TO CLAIMS FACING OBJECTIONS

PLEASE TAKE NOTICE THAT, on October 18, 2010, the United States Bankruptcy Court for the District of Delaware (the “*Court*”) entered an order (the “*Order*”) approving the Disclosure Statement for the Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of October 6, 2010 (as it may be amended, the “*Disclosure Statement*”) filed by Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “*Debtors*”).² The Order authorizes the Debtors to solicit votes to accept or reject the Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of October 6, 2010 (as it may be further amended, the “*Plan*”), a copy of which is annexed as Exhibit A to the Disclosure Statement. You can find information about the Debtors’ confirmation hearing in the enclosed Confirmation Hearing Notice.

PURSUANT TO THE TERMS OF PARAGRAPH 5 OF THE ORDER, YOU ARE NOT ENTITLED TO VOTE ON THE PLAN. IF YOU HAVE ANY QUESTIONS ABOUT THE STATUS OF YOUR CLAIM, YOU MAY CONTACT THE DEBTORS’ VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, IN WRITING AT KURTZMAN CARSON CONSULTANTS, 2335 ALASKA AVENUE, EL SEGUNDO, CALIFORNIA 90245, OR BY TELEPHONE AT (888) 830-4644. COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ONLINE AT WWW.KCCLLC.NET/WAMU. PLEASE BE ADVISED THAT KURTZMAN CARSON CONSULTANTS LLC CANNOT PROVIDE LEGAL ADVICE.

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 925 Fourth Avenue, Seattle, Washington 98104.

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

PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

DATED: October __, 2010
Wilmington, Delaware

RICHARDS, LAYTON & FINGER, P.A. One Rodney Square 920 North King Street Wilmington, Delaware 19801 Telephone: (302) 651-7700 Facsimile: (302) 651-7701	WEIL, GOTSHAL & MANGES LLP 767 Fifth Avenue New York, New York 10153 Telephone: (212) 310-8000 Facsimile: (212) 310-8007
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Attorneys for Debtors
and Debtors in Possession

Exhibit 6-1

Subscription Form

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

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

SUBSCRIPTION FORM

Name of Debtor Entities and Case Numbers

WMI Investment Corp.	08-12228 (MFW)	Washington Mutual, Inc.	08-12229 (MFW)
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On October 18, 2010, the United States Bankruptcy Court for the District of Delaware (the “*Court*”) entered an order (the “*Order*”), approving the Disclosure Statement for the Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of October 6, 2010 (as it may be amended, the “*Disclosure Statement*”) of Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “*Debtors*”).² The Order authorizes the Debtors to solicit votes to accept or reject the Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of October 6, 2010 (as it may be further amended, the “*Plan*”), a copy of which is annexed as Exhibit A to the Disclosure Statement.

Pursuant to the Plan, but subject to redistribution in accordance with the enforcement, pursuant to section 510(a) of the Bankruptcy Code, of contractual subordination provisions, as set forth in the Subordination Model attached to the Plan as Exhibit “G”, each holder of an Allowed PIERS Claim that was a holder as of October 18, 2010, the Rights Offering Record Date, has Subscription Rights entitling such holder to purchase shares of Additional Common Stock, if such holder, based on its Pro Rata Share of Subscription Rights, is entitled to subscribe for shares of Additional Common Stock for an aggregate Subscription Price of at least Two Million Dollars (\$2,000,000).³ Such Additional Common Stock shall be issued on the Effective Date or as soon thereafter as is practicable.

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 925 Fourth Avenue, Seattle, Washington 98104.

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

³ With respect to the distribution of Subscription Rights to holders of Allowed PIERS Claims relating to the PIERS Preferred Securities, “Pro Rata Share” means the proportion that the face value of such holder’s claim bears to the aggregate face value of the PIERS Preferred Securities. Accordingly, only holders having Allowed PIERS Claims (relating to the PIERS Preferred Securities) in an amount equal to or greater than \$15,313,483.99 are eligible to participate in the Rights Offering. Stated differently, only holders of PIERS Claims relating to the PIERS Preferred

You have received this Subscription Form because you are a holder of Allowed PIERS Claims as of October 18, 2010, which may entitle you to participate in the Rights Offering and purchase shares of Additional Common Stock. Please utilize this Subscription Form to execute your election in the Rights Offering.

Please be advised that, pursuant to the Plan, the value attributable to Subscription Rights (but not the Subscription Rights) shall be subject to redistribution in accordance with the enforcement, pursuant to section 510(a) of the Bankruptcy Code, of contractual subordination provisions, as set forth in the Subordination Model attached to the Plan as Exhibit "G". Please be further advised that the Subscription Rights are nontransferable. To the extent a holder of an Allowed PIERS Claim that relates to a unit representing a PIERS Preferred Security elects to exercise Subscription Rights and receives shares of Additional Common Stock pursuant thereto, such holder's distribution of Creditor Cash or Cash to be received on account of Liquidating Trust Interests, as the case may be, shall be reduced, on a dollar-for-dollar basis, by the value attributable to the Subscription Rights exercised (but not the value of the Additional Common Stock received), so that the ultimate recovery percentage for each holder of an Allowed PIERS Claim is the same, regardless of whether a holder exercises Subscription Rights.

Please also note that, in the event a Retention/Sale Transaction has occurred, or an agreement for a Retention/Sale Transaction has been entered into and has not been terminated, prior to the Effective Date, **the Additional Common Stock shall not be issued and, in accordance with the provisions of Section 34.10 of the Plan, the Debtors shall return all payments made pursuant to the Rights Offering to the Voting Nominees** (unless the agreement for such Retention/Sale Transaction terminates subsequent to the satisfaction of such applicable conditions, in which case, the Additional Common Stock shall be distributed pursuant to Section 34.7 of the Plan).

IF YOU HAVE ANY QUESTIONS REGARDING THE SUBSCRIPTION FORM, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR SUBSCRIPTION FORM, OR IF YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE SUBSCRIPTION FORM OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' RIGHTS OFFERING AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT (888) 830-4644. COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ON THE RIGHTS OFFERING AGENT'S WEBSITE AT WWW.KCCLLC.NET/WAMU. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

DATED: October __, 2010
Wilmington, Delaware

RICHARDS, LAYTON & FINGER, P.A. One Rodney Square 920 North King Street Wilmington, Delaware 19801 Telephone: (302) 651-7700 Facsimile: (302) 651-7701	WEIL, GOTSHAL & MANGES LLP 767 Fifth Avenue New York, New York 10153 Telephone: (212) 310-8000 Facsimile: (212) 310-8007
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Attorneys for Debtors
and Debtors in Possession

Securities having claims corresponding to a face amount equal to or greater than \$23,000,000.00 (or 460,000 units) of Preferred Securities are eligible to participate in the Rights Offering.

IMPORTANT

The payments made in connection with your exercise of Subscription Rights will be deposited and held in an account administered by the Debtors. The account will be maintained by the Debtors exclusively for the purpose of holding the funds for the administration of the Rights Offering. The funds will not be used for any other purpose prior to the Effective Date, and the Debtors shall not encumber or permit such funds to be encumbered with any lien or similar encumbrance. Payments for the exercise of Subscription Rights must be received by the Debtors no later than one (1) Business Day after the Subscription Expiration Date, in accordance with the instructions below.

SUBSCRIPTION EXPIRATION DATE: 5:00 P.M. (Pacific Time) on November 29, 2010.

The Debtors will use commercially reasonable efforts to give notice to any holder of Subscription Rights regarding any defect or irregularity in connection with any purported exercise of Subscription Rights by such holder and may permit such defect or irregularity to be cured within such time as they may determine in good faith to be appropriate; provided, however, that none of the Debtors, their officers, directors, employees, agents, or advisors, or their respective affiliates or Kurtzman Carson Consultants LLC (the "Rights Offering Agent") will incur any liability for failure to give such notification.

Please mail or deliver your Subscription Form indicating your instructions with respect to the Rights Offering, WITH PAYMENT IN FULL, to the address of your bank, broker, or other nominee (each of the foregoing, a "Nominee") listed on the return envelope enclosed with this Subscription Form, or as instructed by your Nominee. PLEASE ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO PROCESS YOUR INSTRUCTIONS WITH THE DEPOSITORY TRUST COMPANY ("DTC") THROUGH THEIR AUTOMATED SUBSCRIPTION OFFERING PROGRAM BEFORE THE SUBSCRIPTION EXPIRATION DATE, AND TO PROCESS PAYMENT WITH DTC IN ACCORDANCE WITH THE RIGHTS OFFERING PROCEDURES.

If the Rights Offering Agent and the Debtors for any reason do not timely receive from your Nominee, on your behalf, (i) information regarding your election to exercise your Subscription Rights and (ii) immediately available funds as set forth herein, you shall be deemed to have relinquished and waived your right to participate in the Rights Offering.

Questions. If you have any questions about the Subscription Form or the exercise procedures described herein, please contact the Rights Offering Agent at (888) 830-4644.

TO ELECT TO PARTICIPATE IN THE RIGHTS OFFERING YOU MUST FOLLOW THE INSTRUCTIONS BELOW:

1. Review Item 1.
2. Complete Item 2.
3. Complete Item 3; note that this item is optional.
4. Complete Item 4; note that this item is optional.
5. Review the certifications contained in Item 5.
6. **Sign the Subscription Form.**
7. Return the Subscription Form in the pre-addressed postage-paid envelope, with payment in full (so that it is received by your Voting Nominee in time to process the information and payment before the Subscription Expiration Date).

ITEM 1. Number of Units Representing PIERS Preferred Securities.

I certify, as authorized signatory of the undersigned holder, that as of the Rights Offering Record Date of October 18, 2010, the undersigned was the beneficial holder of Class 16 PIERS Claims in the following amount, which is the number of units representing PIERS Preferred Securities held by you (Please contact your Nominee if you do not know the number of units you hold as of the Rights Offering Record Date):

_____ Units

ITEM 2. Subscription.

Pursuant to the Plan, each beneficial holder of Class 16 PIERS Claims is entitled to participate in the Rights Offering for up to each beneficial holder's *pro rata* share of 100,000,000 shares of Additional Common Stock, which shall be issued on the Effective Date or as soon as practicable thereafter, if such holder, based on its Pro Rata Share of Subscription Rights, is entitled to subscribe for shares of Additional Common Stock for an aggregate Subscription Price of at least Two Million Dollars (\$2,000,000). To subscribe, review and fill out Item 2a below, fill out Item 2b below, and read and complete Item 3 below.

Item 2a. To calculate the maximum number of shares of Additional Common Stock for which you may subscribe, please use the following formula.

$$\frac{\text{_____}}{23,000,000} \times 100,000,000 = \text{[_____]}$$

Insert number of units from Item 1 Total number of units representing PIERS Preferred Securities Round DOWN to nearest whole number

Item 2b. By filling in the following blanks, you are agreeing to purchase the number of shares of Additional Common Stock specified at the price of \$1.00 per share on the terms of and subject to the conditions set forth in the Plan.

$$\text{_____} \times \$1.00 = \$\text{[_____]}$$

Number of shares you elect to purchase (if less than 2,000,000, you are NOT eligible to participate) Total subscription purchase price

Item 2c. Oversubscription. By filling in the following blanks, you are agreeing to purchase an additional number of shares of Additional Common Stock specified at the price of \$1.00 per share on the terms of and subject to the conditions set forth in the Plan. You may exercise such oversubscription right to purchase any shares of Additional Common Stock not purchased by other eligible holders of Subscription Rights pursuant to the Rights Offering, IF you exercised your initial Subscription Rights in full, in Item 2b above.

$$\text{_____} \times \$1.00 = \$\text{[_____]}$$

Number of additional shares you elect to purchase Total subscription purchase price

Payment in full for the Additional Common Stock that the undersigned holder has elected to purchase through the exercise of the Subscription Rights must be delivered to the Debtors by your Nominee so that it is received by the Debtors no later than one (1) Business Day after the Subscription Expiration Date. Any failure to timely pay for the exercise of Subscription Rights will result in a revocation and forfeiture of such Subscription Rights.

ITEM 3. Acknowledgements and Certification. By signing this Subscription Form, the undersigned acknowledges that the undersigned has been provided with a copy of the Disclosure Statement, including all exhibits thereto. The undersigned certifies that (i) it is the holder of the Class 16 PIERS Claim identified in Item 1 above as of the Rights Offering Record Date, (ii) it has full power and authority to elect to participate in the Rights Offering, (iii) instructs its Nominee, or agent or proxy holder, as applicable, to arrange for the proper payment through DTC, and (iv) it agrees that the Subscription Form constitutes a valid and binding agreement, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and similar laws affecting creditors rights and remedies generally and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or at equity). The undersigned further acknowledges that the Rights Offering is subject to all terms and conditions set forth in the

Disclosure Statement and the order of the Bankruptcy Court approving the Disclosure Statement and the procedures for the Rights Offering contained therein.

Print or Type Name of Claimant: _____
Last Four (4) Digits of Social Security
or Federal Tax I.D. No. of Claimant: _____
Signature: _____
Name of Signatory (if different than claimant): _____
If by Authorized Agent, Title of Agent: _____
Street Address: _____
City, State and Zip Code: _____
Telephone Number: _____
E-mail Address: _____
Date Completed: _____

PLEASE ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO PROCESS YOUR INSTRUCTIONS WITH THE DEPOSITORY TRUST COMPANY (“DTC”) THROUGH THEIR AUTOMATED SUBSCRIPTION OFFERING PROGRAM BEFORE THE SUBSCRIPTION EXPIRATION DATE, AND TO PROCESS PAYMENT WITH DTC IN ACCORDANCE WITH THE RIGHTS OFFERING PROCEDURES.

Exhibit 7-1

Non-Filing WMB Senior Note Holder Election Form

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

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

**NON-FILING WMB SENIOR NOTE HOLDER
ELECTION FORM**

Name of Debtor Entities and Case Numbers

WMI Investment Corp.	08-12228 (MFW)	Washington Mutual, Inc.	08-12229 (MFW)
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On October 18, 2010, the United States Bankruptcy Court for the District of Delaware (the “*Court*”) entered an order (the “*Order*”), approving the Disclosure Statement for the Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of October 6, 2010 (as it may be amended, the “*Disclosure Statement*”) of Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “*Debtors*”).² The Order authorizes the Debtors to solicit votes to accept or reject the Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of October 6, 2010 (as it may be further amended, the “*Plan*”), a copy of which is annexed as Exhibit A to the Disclosure Statement.

Pursuant to the Plan, each Non-Filing WMB Senior Note Holder that was a holder as of October 18, 2010, shall not receive a Ballot, but shall receive a Non-Filing WMB Senior Note Holder Election Form (the “*Election Form*”). You have received this Non-Filing WMB Senior Note Holder Election Form because you are a Non-Filing WMB Senior Note Holder as of October 18, 2010. Please utilize this Election Form to execute your election to grant or not grant the releases provided in Section 43.6 of the Plan and, depending on which you choose, receive a distribution pursuant to the Plan.

IF YOU HAVE ANY QUESTIONS REGARDING THE ELECTION FORM, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR ELECTION FORM, OR IF YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE ELECTION FORM OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS’ VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT (888) 830-4644. COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ON THE VOTING AGENT’S WEBSITE AT WWW.KCCLLC.NET/WAMU. PLEASE DO NOT

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 925 Fourth Avenue, Seattle, Washington 98104.

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

DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

IMPORTANT

You should review the Disclosure Statement and the Plan (including the Global Settlement Agreement) before you submit this form. You may wish to seek legal advice concerning the Plan and the classification and treatment of Non-Filing WMB Senior Notes Holders under the Plan.

DEADLINE: 5:00 P.M. (Pacific Time) on November 15, 2010.

In order for your election to be processed, the Election Form must be properly completed, signed, and returned so that it is actually received by the Voting Agent, Kurtzman Carson Consultants LLC, by no later than 5:00 p.m. (Pacific Time) on November 15, 2010, unless such time is extended by the Debtors. Please mail or deliver your Election Form to your Voting Nominee.

ELECTION FORMS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Election Form is not received by the Voting Agent on or before the Voting Deadline and such deadline is not extended by the Debtors, your election will not count as an election either to grant or not grant the releases provided in Section 43.6 of the Plan.

If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on you whether or not you return an Election Form.

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR BANK, BROKER, OR OTHER VOTING NOMINEE (EACH OF THE FOREGOING, A “VOTING NOMINEE”), YOU MUST RETURN THIS ELECTION FORM TO SUCH VOTING NOMINEE AND NOT THE VOTING AGENT. PLEASE ALLOW SUFFICIENT TIME FOR YOUR VOTING NOMINEE TO PROCESS YOUR ELECTION ON A MASTER ELECTION FORM AND RETURN THE MASTER ELECTION FORM TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.

HOW TO COMPLETE THE ELECTION FORM (AS MORE FULLY SET FORTH IN THE ATTACHED ELECTION FORM INSTRUCTIONS):

1. REVIEW ITEM 1.
2. COMPLETE ITEM 2.
3. COMPLETE ITEM 3.
4. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 4.
5. **SIGN THE ELECTION FORM.**
6. RETURN THE ELECTION FORM IN THE PRE-ADDRESSED POSTAGE-PAID ENVELOPE (SO THAT IT IS RECEIVED BEFORE THE VOTING DEADLINE).

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR BANK, BROKER, OR OTHER VOTING NOMINEE (EACH OF THE FOREGOING, A “VOTING NOMINEE”), PLEASE RETURN THE ELECTION FORM TO SUCH VOTING NOMINEE AND ALLOW SUFFICIENT TIME FOR YOUR VOTING NOMINEE TO PROCESS YOUR VOTE ON A MASTER ELECTION FORM AND RETURN THE MASTER ELECTION FORM TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.

7. ANY EXECUTED ELECTION FORM RECEIVED THAT (A) DOES NOT INDICATE AN ELECTION EITHER TO GRANT OR NOT GRANT THE RELEASES PROVIDED IN SECTION 43.6 OF THE PLAN, OR (B) THAT INDICATES BOTH AN ELECTION TO GRANT AND TO NOT GRANT THE RELEASES PROVIDED IN SECTION 43.6 OF THE PLAN, WILL BE COUNTED AS AN ELECTION TO GRANT SUCH RELEASES.

This Election Form is *not* a letter of transmittal and may *not* be used for any purpose other than to elect to grant or not grant the releases provided in Section 43.6 of the Plan.

**INSTRUCTIONS FOR COMPLETING THE ELECTION FORM
FOR NON-FILING WMB SENIOR NOTE HOLDERS**

1. This Election Form is submitted to you to solicit your decision to elect to grant or not grant the releases provided in Section 43.6 of the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS ELECTION FORM.**
2. **Complete, sign, and return this Election Form in the envelope provided.:**
3. To properly complete the Election Form, you must follow the procedures described below:
 - a. if you are a Non-Filing WMB Senior Notes Holder, elect whether on not to grant the releases provided in Section 43.6 of the Plan by checking the appropriate box in Item 2;
 - b. if you are completing this Election Form on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act);
 - c. provide your name and mailing address;
 - d. sign and date your Election Form, and provide the remaining information requested; and
 - e. **return your Election Form using the enclosed pre-addressed return envelope.**

ITEM 1. Amount of WMB Senior Notes. Please indicate the face amount of WMB Senior Notes that you hold as of October 18, 2010: \$ _____. If your WMB Senior Notes are held by a Voting Nominee on your behalf and you do not know the face amount of the WMB Senior Notes held, please contact your Voting Nominee immediately.³

ITEM 2. Grant Plan Section 43.6 Release. By checking the first box below, you elect to grant the releases contained in Section 43.6 of the Plan as set forth below. Election to grant the release is at your option. **Please be advised that if you elect NOT to grant the releases, you WILL NOT be entitled to a distribution under the Plan.** If you submit your Election Form without either box checked, you will be deemed to have granted the release. If you submit your Election Form with both boxes checked, you will be deemed to have granted the release. However, be advised that the Debtors, at the Confirmation Hearing, intend to seek enforcement of the releases, injunction, and exculpation contained in Sections 43.6, 43.7, and 43.8 of the Plan as to all parties regardless of whether you elect to grant the release or not.

- Check the box:
- Grant Plan Section 43.6 release
 - Elect to not grant the release

By checking the first box above: (i) you shall be deemed to be an Accepting Non-Filing WMB Senior Note Holder, (ii) you shall be entitled to receive your Pro Rata Share of BB Liquidating Trust Interests (those certain Liquidating Trust Interests that are to be distributed to holders of Allowed WMB Senior Notes Claims and Accepting Non-Filing WMB Senior Note Holders, which interests, in the aggregate, shall represent an undivided interest in WMI's share of the Homeownership Carryback Refund Amount, as defined and set forth in Section 2.4 of the Global Settlement Agreement, in an amount equal to Three Hundred Thirty-Five Million Dollars (\$335,000,000.00)), and (iii) you shall consent to provide on your behalf and with respect to your WMB Senior Notes the releases provided in Section 43.6 of the Plan, including, without limitation, a release of the Debtors, the Reorganized Debtors, and the Liquidating Trustee from all direct and derivative claims arising from or related to your WMB Senior Notes, as well as any misrepresentation or other similar claim for damages arising from the purchase or sale of your WMB Senior Notes (including, without limitation, any Section 510(b) Subordinated WMB Notes Claims that you may have); provided, however, that the foregoing is not intended, nor shall it be construed, to release (i) the Debtors from their obligations pursuant to the Plan and (ii) the FDIC Receiver or the Receivership with respect to distributions to be made from the Receivership on account of WMB Senior Notes. The FDIC Receiver acknowledges that amounts distributed to Accepting Non-Filing WMB Senior Note Holders under the Plan shall not be credited against or otherwise reduce their claims against the Receivership; and, provided, further, that no Accepting Non-Filing WMB Senior Note Holder shall be entitled to receive more from the Receivership than the amount owed to such Accepting Non-Filing WMB Senior Note Holder with respect to its WMB Senior Notes.

In order to elect to grant the releases, the Nominee holding your WMB Senior Notes must "tender" your notes into the appropriate election account established at The Depository Trust Company ("DTC") for this purpose, or instruct Euroclear Bank S.A./N.V. ("Euroclear") or Clearstream Banking, société anonyme ("Clearstream") to "block" your notes. WMB Senior Notes may not be withdrawn from the election account after your Nominee has tendered them to the election account at DTC, or be unblocked at Euroclear or Clearstream. Once the WMB Senior Notes have been tendered or blocked, no further trading will be permitted in the WMB Senior Notes held in the election account or for those that are blocked. If the Plan is not confirmed, DTC, Euroclear and Clearstream will, in accordance with their customary practices and procedures, return all WMB Senior Notes held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder, or unblock all blocked WMB Senior Notes.

³ Please note that for purposes of this election and distribution, the amount of your claim, if allowed, shall be the face amount of WMB Senior Notes that you hold as of October 18, 2010, as well as interest accrued on such notes through September 26, 2008. The Debtors shall calculate this accrued interest portion of each claim prior to tabulation and distribution.

ITEM 3. Certification as to WMB Senior Notes held in Additional Accounts. By completing and returning this Election Form, the beneficial holder certifies that either (a) it has not submitted any other Election Forms for other WMB Senior Notes held in other accounts or other record names or (b) it has provided the information specified in the following table for all other WMB Senior Notes for which it has submitted additional Election Forms, each of which indicates the same election to grant or not grant the releases provided in Section 43.6 of the Plan (please use additional sheets of paper if necessary):

ONLY COMPLETE THIS SECTION IF YOU HAVE COMPLETED ELECTION FORMS OTHER THAN THIS ELECTION FORM

Account Number	Name of Holder ¹	Amount of Other WMB Senior Notes in such Account

ITEM 4. Acknowledgements and Certification. By signing this Election Form, the undersigned acknowledges that the undersigned has been provided with a copy of the Disclosure Statement, including all exhibits thereto. The undersigned certifies that (i) it is the Non-Filing WMB Senior Note Holder identified in Item 1 above as of October 18, 2010 and (ii) it has full power and authority to elect to grant the releases in Section 43.6 of the Plan. The undersigned further acknowledges that the Debtors’ solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement and the order of the Bankruptcy Court approving the Disclosure Statement and the procedures for the solicitation of votes to accept or reject the Plan contained therein. The undersigned further acknowledges that any Non-Filing WMB Senior Note Holder electing to grant such releases is affirmatively agreeing to the various release and exculpation provisions of the Plan, which appear principally in Article 43 of the Plan and provide as follows:

“43.6 **Releases by Holders of Claims and Equity Interests.** Except as otherwise expressly provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, and except with respect to holders of WMB Senior Notes Claims and Non-Filing WMB Senior Note Holders who do not check the box labeled “Grant Plan Section 43.6 Release”, on the Effective Date, for good and valuable consideration, each Entity that has held, currently holds or may hold a Released Claim or any Equity Interest that is terminated, and each of its respective Related Persons, on their own behalf and on behalf of anyone claiming through them, on their behalf, or for their benefit, shall be deemed to have and hereby does irrevocably and unconditionally, fully, finally and forever waive, release, acquit and discharge each and all of the Released Parties from any and all Released Claims in connection with or related to any of the Debtors, the Reorganized Debtors, the Affiliated Banks, or their respective subsidiaries, assets, liabilities, operations, property or estates, the Chapter 11 Cases or the Plan or the Disclosure Statement, the assets to be received by JPMC pursuant to the Global Settlement Agreement, the Plan Contribution Assets, the Debtors’ Claims, the JPMC Claims, the FDIC Claim, the Purchase and Assumption Agreement, the WMI/WMB Intercompany Claims, any intercompany claims on the books of WMI or WMB related to the WaMu Pension Plan or the Lakeview Plan, claims related in any way to the Trust Preferred Securities (including, without limitation, the creation of the Trust Preferred Securities, the financing associated therewith, the requested assignment of the Trust Preferred Securities by the Office of Thrift Supervision and the transfer and the asserted assignment of the Trust Preferred Securities subsequent thereto), and/or any claim, act, fact, transaction, occurrence, statement, or omission in connection with or alleged in the Actions or in the Texas Litigation, or that could have been alleged in respect of the foregoing or other similar proceeding, including, without limitation, any such claim demand, right, liability, or cause of action for indemnification, contribution or any other basis in law or equity for damages, costs or fees incurred by the releasors herein arising directly or indirectly from or otherwise relating thereto; provided, however, that each Entity that has submitted a Ballot may elect, by checking the appropriate box on its Ballot, not to grant the releases set forth in Section 43.6 of the Plan with respect to those Released Parties other than (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Trustees, and (iv) the Creditors’ Committee and its members in such capacity and for their actions as members, their respective Related Persons, and their respective predecessors, successors and assigns (whether by operation of law or otherwise), in which case, such Entity that so elects to not grant the releases will not receive a distribution hereunder; and provided, further, that, because the Plan and the Global Settlement Agreement, and the financial contributions contained therein, are conditioned upon the aforementioned releases, and, as such, these releases are essential for the successful reorganization of the Debtors, pursuant to the Confirmation Order, those Entities that opt out of the releases provided hereunder shall be bound and shall receive the distributions they otherwise would be entitled to receive pursuant to the Plan; and provided, further, that nothing contained in the Plan or the Confirmation

¹ Insert your name if the WMB Senior Notes are held by you in your own name or, if held in “street name,” insert the name of your broker or bank.

Order shall (a) release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, in connection with any legal action or claim brought by the United States Securities and Exchange Commission or (b) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) to the extent that (i) the Pension Plans are terminated from and after the Effective Date and (ii) the Pension Plans are underfunded as of the Effective Date, release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, from any liability as a fiduciary of the Pension Plans, under any law, government policy or regulatory provision, (b) enjoin or preclude the Pension Benefit Guaranty Corporation from enforcing such liability against such non-Debtor Entity during the applicable statute of limitations period set forth in 29 U.S.C. § 1303 following any such termination, or (c) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim. In addition to, and not in any way limiting the foregoing, each holder of an Allowed WMB Senior Notes Claim and each Accepting Non-Filing WMB Senior Notes Holder shall be deemed to have released the Debtors, the Reorganized Debtors, the Liquidating Trustee, and each of their respective Related Persons from any and all direct and derivative claims arising from or related to such holder's WMB Senior Notes, as well as any misrepresentation or other similar claim for damages arising from the purchase or sale of such holder's WMB Senior Notes (including, without limitation, any Section 510(b) Subordinated WMB Notes Claims that such holder may have).

“43.7 Injunction Related to Releases. Except as provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, as of the Effective Date, (i) all Entities that hold, have held, or may hold a Released Claim or Equity Interest relating to any of the Debtors or the Reorganized Debtors or any of their respective assets, property and estates, that is released pursuant to Section 43.6 of the Plan, (ii) all other parties in interest, and (iii) each of the Related Persons of each of the foregoing entities, are, and shall be, permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any of the following actions, whether directly or indirectly, derivatively or otherwise, on account of or based on the subject matter of such discharged Released Claims or such Equity Interests: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including, without limitation, any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order; (iii) creating, perfecting or in any way enforcing in any matter, directly or indirectly, any Lien; (iv) setting off, seeking reimbursement or contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation owed to any Entity released under Section 43.6 hereof; and (v) commencing or continuing in any manner, in any place of any judicial, arbitration or administrative proceeding in any forum, that does not comply with or is inconsistent with the provisions of the Global Settlement Agreement, the Plan or the Confirmation Order.

“43.8 Exculpation. The Released Parties, members of the Plan Administration Committee and Plan Investment Committee of the WaMu Savings Plan, and each of their Related Persons shall not have or incur any liability to any Entity for any act taken or omitted to be taken in connection with the Chapter 11 Cases (including any actions taken by the Creditors' Committee after the Effective Date), the formulation, preparation, dissemination, implementation, confirmation or approval of the Plan or any compromises or settlements contained therein, the Disclosure Statement related thereto, the Global Settlement Agreement, or any contract, instrument, release or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the Plan and the Global Settlement Agreement; provided, however, that the foregoing provisions of this Section 43.8 shall not affect the liability of any Entity that otherwise would result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted gross negligence or willful misconduct. Any of the foregoing parties in all respects shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.”

Print or Type Name of Claimant: _____
 Last Four (4) Digits of Social Security
 or Federal Tax I.D. No. of Claimant: _____
 Signature: _____
 Name of Signatory (if different than claimant): _____
 If by Authorized Agent, Title of Agent: _____
 Street Address: _____
 City, State and Zip Code: _____
 Telephone Number: _____

E-mail Address:

Date Completed:

Exhibit 7-2

Master Non-Filing WMB Senior Note Holder Election Form

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

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

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

**MASTER NON-FILING WMB SENIOR NOTE HOLDER
ELECTION FORM**

Name of Debtor Entities and Case Numbers

WMI Investment Corp.	08-12228 (MFW)	Washington Mutual, Inc.	08-12229 (MFW)
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Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “**Debtors**”), each of which is identified above, are soliciting elections with respect to the Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of October 6, 2010 (as it may be further amended, the “**Plan**”) and the releases contained in Section 43.6 therein, from holders of WMB Senior Notes as of October 18, 2010 who did NOT file proofs of claim (“Non-Filing WMB Senior Note Holders”). The Plan is attached as Exhibit A to the Disclosure Statement for the Plan (as it may be amended, the “**Disclosure Statement**”). All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to such terms in the Plan

The United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) has approved the Disclosure Statement, which provides information to assist you in deciding whether or not to elect to grant the releases set forth in Section 43.6 of the Plan. If you have any questions on how to properly complete this Master Election Form, please contact Kurtzman Carson Consultants LLC (the “**Voting Agent**”) at (917) 281-4800. Please be advised that Kurtzman Carson Consultants LLC cannot provide legal advice.

THIS MASTER ELECTION FORM IS ONLY FOR SUBMITTING ELECTIONS ON BEHALF OF BENEFICIAL HOLDERS OF WMB SENIOR NOTES.

This Master Election Form is to be used by you as a broker, bank, or other nominee; or as the agent of a broker, bank, or other nominee (each of the foregoing, a “Voting Nominee”); or as the proxy holder of a Voting Nominee or beneficial holder of the WMB Senior Notes, to transmit to the Voting Agent the elections of such beneficial holders in respect of their WMB Senior Notes Claims to grant or not grant the releases set forth in Section 43.6 of the Plan.

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 925 Fourth Avenue, Seattle, Washington 98104.

IMPORTANT

DEADLINE: 5:00 P.M. (Pacific Time) on November 15, 2010.

To have the election of the beneficial holder(s) for whom you act as Voting Nominee count, the Master Election Form, along with copies of the beneficial election forms, must be properly completed, signed, and returned so that it is actually received by the Voting Agent, Kurtzman Carson Consultants LLC, by no later than 5:00 p.m. (Pacific Time) on November 15, 2010, unless such time is extended by the Debtors. Please mail or deliver your Master Election Form to: Washington Mutual Election Form Processing, c/o Kurtzman Carson Consultants, 599 Lexington Avenue, 39th Floor, New York, New York 10022.

ELECTION FORMS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Master Election Form, and copies of the beneficial election forms, are not received by the Voting Agent on or before the Voting Deadline and such deadline is not extended by the Debtors, the elections of the beneficial holder(s) for whom you act as Voting Nominee will not count as an election to either grant or not grant the releases set forth in Section 43.6 of the Plan.

HOW TO COMPLETE THE ELECTION FORM (AS MORE FULLY SET FORTH IN THE ATTACHED ELECTION FORM INSTRUCTIONS):

1. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 1 AND COMPLETE ITEM 1.
2. COMPLETE ITEM 2.
3. COMPLETE ITEM 3.
4. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 4, AND COMPLETE ITEM 4.
5. **SIGN THE ELECTION FORM.**
6. RETURN THE ELECTION FORM IN THE PRE-ADDRESSED POSTAGE-PAID ENVELOPE (SO THAT IT IS RECEIVED BEFORE THE VOTING DEADLINE).
7. ANY EXECUTED ELECTION FORM RECEIVED BY YOU FROM A BENEFICIAL HOLDER THAT (A) DOES NOT INDICATE AN ELECTION EITHER TO GRANT OR NOT GRANT THE RELEASES PROVIDED IN SECTION 43.6 OF THE PLAN, OR (B) THAT INDICATES BOTH AN ELECTION TO GRANT AND TO NOT GRANT THE RELEASES PROVIDED IN SECTION 43.6 OF THE PLAN, SHOULD BE COUNTED AS AN ELECTION TO GRANT SUCH RELEASES.

This Election Form is *not* a letter of transmittal and may *not* be used for any purpose other than to elect to grant or not grant the releases provided in Section 43.6 of the Plan.

**INSTRUCTIONS FOR COMPLETING THE MASTER ELECTION FORM
FOR VOTING NOMINEES OF NON-FILING WMB SENIOR NOTE HOLDERS**

1. **Complete, sign, and return this Master Election Form, along with copies of the beneficial election forms, to Kurtzman Carson Consultants LLC so that they are received by the Voting Agent by no later than 5:00 p.m. (Pacific Time) on November 15, 2010 (the “Voting Deadline”), unless such time is extended in writing by the Debtors.** Election Forms must be delivered either by mail with the enclosed envelope or by hand delivery or overnight courier to the Voting Agent at the following address:

Washington Mutual Election Form Processing
c/o Kurtzman Carson Consultants
599 Lexington Avenue, 39th Floor
New York, New York 10022

Attn: Vote Processing
Telephone: (917) 281-4800

Election Forms will not be accepted by telecopy, facsimile, e-mail or other electronic means of transmission.

3. **HOW TO COMPLETE THE FORM:**

You must forward the Solicitation Package to such beneficial holders, together with (i) the Non-Filing WMB Senior Note Holder Election Forms and (ii) a return envelope provided by and addressed to you, the Voting Nominee, with the beneficial holders then returning the individual Non-Filing WMB Senior Note Holder Election Forms to you, the Voting Nominee. You, the Voting Nominee, will tabulate the elections of your respective beneficial holders on this Master Election Form in accordance with any instructions set forth in the instructions to the Master Election Form, and then return the Master Election Form, along with copies of the beneficial election forms, to the Voting Agent. You, the Voting Nominee should advise the beneficial holders to return their individual Non-Filing WMB Senior Note Holder Election Forms to you by a date calculated by you to allow yourself sufficient time to prepare and return the Master Election Form, along with copies of the beneficial election forms, to the Voting Agent so that they are actually received by the Voting Agent by the Voting Deadline.

4. With respect to all Non-Filing WMB Senior Note Holder Election Forms returned to you, you must properly complete the Master Election Form, as follows:
 - a. Check the appropriate box in Item 1 on the Master Ballot;
 - b. Please note that Item 4 of the Master Election Form requests that you transcribe the information provided by each beneficial holder in Item 4 of each completed Non-Filing WMB Senior Note Holder Election Form relating to the granting of certain releases, and that you tender the underlying WMB Senior Notes held by those beneficial holders electing to grant the releases to the appropriate account established at DTC for such purpose, or instruct Euroclear or Clearstream to block the position, as appropriate;

- c. Please note that Item 3 of the Master Ballot requests that you transcribe the information provided by each beneficial holder in Item 3 of each completed Non-Filing WMB Senior Note Holder Election Form relating to other WMB Senior Notes held by such beneficial holder;
- d. Review the certification in Item 4 of the Master Election Form;
- e. Sign and date the Master Election Form, and provide the remaining information requested;
- f. If additional space is required to respond to any item on the Master Election Form, please use additional sheets of paper clearly marked to indicate the applicable Item of the Master Election Form to which you are responding;
- g. Contact the Voting Agent if you need any additional information; and
- h. Deliver the completed, executed Master Election Form, along with copies of the beneficial election forms, so as to be received by the Voting Agent before the Voting Deadline. For each completed, executed Non-Filing WMB Senior Note Holder Election Form returned to you by a beneficial holder, forward such Non-Filing WMB Senior Note Holder Election Form (along with your Master Election Form) to the Voting Agent.

IF YOU HAVE ANY QUESTIONS REGARDING THE MASTER ELECTION FORM, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR ELECTION FORM, OR IF YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE ELECTION FORM OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT (917) 281-4800. COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT WWW.KCCLLC.NET/WAMU. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

Item 1. Certification of Authority. The undersigned certifies that as of October 18, 2010 (the Voting Record Date under the Plan), the undersigned (please check appropriate box):

- Is a broker, bank, or other nominee for the beneficial holders of the aggregate principal face amount and accrued interest (as of September 26, 2008) of the WMB Senior Notes listed in Item 2 below, and is the registered holder of such securities, or
- Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, or other nominee that is the registered holder of the aggregate principal face amount and accrued interest (as of September 26, 2008) of the WMB Senior Notes listed in Item 2 below, or
- Has been granted a proxy (an original of which is attached hereto) from a broker, bank, or other nominee, or a beneficial holder, that is the registered holder of the aggregate principal face amount and accrued interest (as of September 26, 2008) of the WMB Senior Notes listed in Item 2 below,

and accordingly, has full power and authority to elect to grant or not grant the releases set forth in Section 43.6 of the Plan, on behalf of the beneficial holders of the WMB Senior Notes described in Item 2.

Item 2. Certification as to Transcription of Information from Item 2 as to Election to Grant Releases. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by beneficial holders in Item 2 of the beneficial holders' original Non-Filing WMB Senior Note Holder Election Forms:

YOUR Customer Account Number for Each Beneficial Holder Who Completed <u>Item 4</u> of the Non-Filing WMB Senior Note Holder Election Forms	VOI Number from DTC or Blocking Confirmation Number from Euroclear or Clearstream * for Each Beneficial Holder Who Elected Grant Releases	Principal Amount for Each Beneficial Holder Who Elected Grant Releases	TRANSCRIBE FROM <u>ITEM 2</u> OF THE NON-FILING WMB SENIOR NOTE HOLDER ELECTION FORMS:
			Elect to Grant Releases
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

* The underlying WMB Senior Notes held by those beneficial holders electing to grant releases are to be tendered into the appropriate election account established at The Depository Trust Company (“DTC”) for that purpose, or blocked at Euroclear Bank S.A./N.V. (“Euroclear”) or Clearstream Banking, société anonyme (“Clearstream”). Input the corresponding VOI number received from DTC or the Blocking Confirmation number received from Euroclear or Clearstream in the appropriate Election column in the table above if the beneficial holder elected the Election in Item 2 on its individual Non-Filing WMB Senior Note Holder Election Form. WMB Senior Notes may not be withdrawn from the DTC election account once tendered, or unblocked at Euroclear or Clearstream. No further trading will be permitted in the WMB Senior Notes held in the election account at DTC, or for those blocked at Euroclear or Clearstream. If the Plan is not confirmed, DTC, Euroclear and Clearstream will, in accordance with their customary practices and procedures, return all WMB Senior Notes held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder, or unblock all blocked WMB Senior Notes.

Item 3. Certification as to Transcription of Information from Item 3. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by beneficial holders in Item 3 of the beneficial holders' original Non-Filing WMB Senior Note Holder Election Forms, identifying any WMB Senior Notes for which such beneficial holders have submitted other Non-Filing WMB Senior Note Holder Election Forms other than to the undersigned:

YOUR Customer Account Number for Each Beneficial Holder Who Completed <u>Item 3</u> of the Non-Filing WMB Senior Note Holder Election Forms	TRANSCRIBE FROM <u>ITEM 3</u> OF THE NON-FILING WMB SENIOR NOTE HOLDER ELECTION FORM:		
	Account Number	Name of Owner	Amount of Other WMB Senior Notes
1.			\$
2.			\$
3.			\$
4.			\$
5.			\$
6.			\$
7.			\$
8.			\$
9.			\$
10.			\$

Item 4. Certification. By signing this Master Election Form, the undersigned certifies that each beneficial holder of the WMB Senior Notes listed in Item 2 above has been provided with a copy of the Disclosure Statement, including the exhibits thereto, and acknowledges that the solicitation of votes for the Plan is subject to all of the terms and conditions set forth in the Disclosure Statement.

Name of Voting Nominee: _____
(Print or Type)

Participant Number: _____

Name of Proxy Holder or Agent
for Voting Nominee (if applicable): _____
(Print or Type)

Last Four (4) Digits of Social Security or Federal Tax I.D. No.: _____

Signature: _____

By: _____
(If Appropriate)

Title: _____
(If Appropriate)

Street Address: _____

City, State, Zip Code: _____

Telephone Number: () _____
(Including Area Code)

Date Completed: _____

EXHIBIT 2

(Blackline)

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

-----X
: **Chapter 11**
: **Case No. 08-12229 (MFW)**
: **(Jointly Administered)**
: **Re: Docket No. 3568**
-----X

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

ORDER (I) APPROVING THE PROPOSED DISCLOSURE STATEMENT AND THE FORM AND MANNER OF THE NOTICE OF THE DISCLOSURE STATEMENT HEARING, (II) ESTABLISHING SOLICITATION AND VOTING PROCEDURES, (III) SCHEDULING A CONFIRMATION HEARING, AND (IV) ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR CONFIRMATION OF THE DEBTORS' ~~THIRD~~SIXTH AMENDED JOINT PLAN

Upon the motion ~~(the “Motion”)~~², dated April 23, ~~2010~~2010 (the “Motion”),³ of Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “Debtors”), pursuant to sections 105, 502, 1125, 1126, and 1128 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2002, 3003, 3017, 3018, and 3020 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2002-1 and 3017-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), for an order (i) approving the Debtors’ proposed Disclosure Statement (as further amended on ~~June 2~~October 6, 2010,⁴ the “Proposed Disclosure

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 925 Fourth Avenue, Seattle, Washington 98104.

~~² Capitalized terms not defined herein shall have the meanings ascribed to them in the Motion or, if not defined in the Motion, the Plan.~~

³ Capitalized terms not defined herein shall have the meanings ascribed to them in the Motion or, if not defined in the Motion, the Plan.

⁴ Disclosure Statement for the ~~Third~~Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, filed ~~June 2~~October 6, 2010 [Docket No. ~~4470~~5549].

Statement”) for the *Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code*, filed by the Debtors on March 26, 2010 (as amended on ~~June 2, 2010~~,⁵ [October 6, 2010](#),⁵ and as it may be further amended, the “Plan”) and the form and manner of the notice of the hearing on the Proposed Disclosure Statement; (ii) establishing solicitation and voting procedures; (iii) scheduling a confirmation hearing; and (iv) establishing notice and objection procedures in respect of confirmation of the Plan, all as more fully described in the Motion; and certain objections having been filed to the approval of the Disclosure Statement ~~as amended from time to time, including, without limitation, the Proposed Disclosure Statement (collectively,~~ the “Objections”); and the Debtors having filed ~~an~~ [several](#) omnibus ~~response~~ [responses](#) to the Objections ~~(the “Response, including, without limitation, a cumulative response on October [__], 2010 (the “Responses”)~~); and the Court having held a hearing [on October 18, 2010](#) to consider the relief requested herein, the Objections, and the ~~Response~~ [Responses](#) (the “Hearing”) with the appearances of all interested parties noted in the record of the Hearing; and upon the record of the Hearing, and all of the proceedings before the Court, the Court hereby finds and determines the following:

Jurisdiction and Venue

- A. Consideration of the Motion and the relief requested therein is a core proceeding pursuant to 28 U.S.C. § 157(b).
- B. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.
- C. The Court has jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334.

⁵ ~~Third~~ [Sixth](#) Amended *Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code*, filed ~~June 2,~~ [October 6,](#) 2010 [Docket No. ~~4456~~ [5548](#)]

Objections

D. All ~~objections~~Objections, responses to, and statements and comments, if any, in opposition to the Disclosure Statement, other than those withdrawn with prejudice in their entirety prior to, or on the record at, the Hearing, shall be, and hereby are, overruled in their entirety for the reasons stated on the record.

The Disclosure Statement

E. The Proposed Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy Code. No further information is necessary.

Balloting and Voting Procedures

F. The procedures, set forth below, for the solicitation and tabulation of votes to accept or reject the Plan provide for a fair and equitable voting process and are consistent with section 1126 of the Bankruptcy Code.

Ballots

G. The ballots substantially in the forms annexed hereto as Exhibits 4-1, 4-2, 4-3, 4-4, 4-5, 4-6, 4-7, 4-8, 4-9, 4-10, 4-11, 4-12, 4-13, 4-14, 4-15, 4-16, and 4-~~15~~17 (collectively, the “Ballots”), including all voting instructions provided therein, are consistent with Official Form No. 14, address the particular needs of these chapter 11 cases, and provide adequate information and instructions for each individual entitled to vote to accept or reject the Plan. No further information or instructions are necessary.

Parties Entitled to Vote

H. Pursuant to the Plan, Allowed Claims and Equity Interests in Class 2 (Senior Notes Claims), Class 3 (Senior Subordinated Notes Claims), Class 12 (General Unsecured Claims), Class 14 (CCB-1 Guarantees Claims), Class 15 (CCB-2 Guarantees Claims), Class 16 (PIERS Claims), ~~Class 17 (Non-Subordinated Bank Bondholder Claims)~~, Class 18

(Subordinated Claims), Class 19 (REIT Series), and Class 20 (Preferred Equity Interests) are impaired and are entitled to receive distributions under the Plan and, accordingly, holders of Allowed Claims and Equity Interests in such Classes are entitled to vote on account of such Allowed Claims and Equity Interests (collectively, “Non-WMB Voting Entities”).

I. Pursuant to the Plan, Class 17A (WMB Senior Notes Claims) consists of Claims filed by entities that hold WMB Senior Notes, with respect to which a proof of claim was timely filed. Such Claims are impaired and, accordingly, the holders thereof are entitled to vote to accept or reject the Plan (together with the Non-WMB Voting Entities, “Voting Entities”). Pursuant to the Plan, Non-Filing WMB Senior Note Holders – entities that hold WMB Senior Notes, but with respect to which the holders thereof did not file a related proof of claim against the Debtors – do not hold Claims against the Debtors’ estates with respect to their WMB Senior Notes and, as such, are not entitled to vote. Such holders, however, are entitled to receive a distribution on account of these notes if the holders thereof agree to grant the releases set forth in Section 43.6 of the Plan. Such entities shall receive a form on which to make this election (the “Non-Filing WMB Senior Note Holder Election Form”), in the form annexed hereto as Exhibit 7-1. The nominees for such entities shall receive a master form on which to transmit such information to KCC, in the form annexed hereto as Exhibit 7-2. These forms address the particular needs of these chapter 11 cases and provide adequate information and instructions to the Non-Filing WMB Senior Note Holders and their nominees. No further information or instructions is necessary.

Parties Not Entitled to Vote

J. Pursuant to the Plan, Claims in Class 1 (Priority Non-Tax Claims), Class 4 (WMI Medical Plan Claims), Class 5 (JPMC Rabbi Trust / Policy Claims), Class 6 (Other

Benefit Plan Claims), Class 7 (Qualified Plan Claims), Class 8 (WMB Vendor Claims), Class 9 (Visa Claims), Class 10 (Bond Claims), Class 11 (WMI Vendor Claims), and Class 13 (Convenience Claims) are unimpaired (the “Unimpaired Classes”) and, accordingly, pursuant to section 1126(f) of the Bankruptcy Code, holders of such Claims are conclusively presumed to accept the Plan and are not entitled to vote on account of such Claims.

K. Pursuant to the Plan, Claims in Class 17B (WMB Subordinated Notes Claims) and Equity Interests in Class 21 (Dime Warrants) and Class 22 (Common Equity Interests) (the “Non-Voting Impaired Classes”) will not receive or retain any property under the Plan and, accordingly, pursuant to section 1126(g) of the Bankruptcy Code, holders of such Claims or Equity Interests are deemed to reject the Plan and are not entitled to vote on account of such Claims or Equity Interests ~~(together with the Unimpaired Classes, the “Non-Voting Creditors and Interest Holders”).~~

L. Pursuant to decretal paragraph 5 herein, creditors to whose claims the Debtors have filed an objection on or before the Voting Record Date are not entitled to vote (together with the Unimpaired Classes and the Non-Voting Impaired Classes, the “Non-Voting Creditors and Interest Holders”).

Notice of Non-Voting Status

M. The Notices of Non-Voting Status, substantially in the forms annexed hereto as Exhibits 5-1, 5-2, and 5-2,3, comply with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules and, together with the Confirmation Hearing Notice, provide adequate notice to Non-Voting Creditors and Interest Holders of their non-voting status. No further notice is necessary.

Notice

N. The proposed distribution and contents of the Solicitation Packages comply with Bankruptcy Rules 2002 and 3017 and constitute sufficient notice to all interested parties of the Voting Record Date, Voting Deadline, Rights Offering Record Date, Subscription Deadline, Plan Objection Deadline, Confirmation Hearing, and all related matters.

O. The period, set forth below, during which the Debtors may solicit acceptances to the Plan is a reasonable and sufficient period of time for Voting Entities to make an informed decision regarding whether to accept or reject the Plan and timely return Ballots evidencing such decision.

Subscription Form and Rights Offering Procedures

P. The Rights Offering Procedures, set forth below, provide for a fair and equitable Rights Offering process.

Q. The Subscription Form annexed hereto as Exhibit 6-1, including all instructions provided therein, addresses the particular needs of these chapter 11 cases and provides adequate information and instructions for individuals entitled to exercise Subscription Rights pursuant to the Plan. No further information or instructions are necessary.

The Confirmation Hearing

R. The procedures, set forth below, regarding notice to all parties in interest of the time, date, and place of the hearing to consider confirmation of the Plan (the “Confirmation Hearing”) and for filing objections or responses to the Plan, provide due, proper, and adequate notice and comply with Bankruptcy Rules 2002 and 3017(d).

Notice of the Disclosure Statement Hearing

S. On March 26, 2010, the Debtors filed their *Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code* and a related disclosure statement

(the “Original Disclosure Statement”). A hearing to consider the adequacy of the information contained in the Original Disclosure Statement was set for May 19, 2010 (the “Original Hearing Date”), with objections to be filed before such date. The Debtors provided actual notice of the Original Hearing Date and the deadline for filing objections to the Original Disclosure Statement to the Notice Parties and any other known holders of claims against or equity interests in the Debtors (the “Disclosure Statement Notice”), as attached hereto as Exhibit 2,2. On May 19, 2010, the Court held a status conference and scheduled the Hearing for June 3, 2010 to consider approval of the Proposed Disclosure Statement. On May 22, 2010, the Debtors provided actual notice of the June 3, 2010 hearing to the Notice Parties and any other known holders of claims against or equity interests in the Debtors (the “Amended Disclosure Statement Notice”). On June 3, 2010, the Court held a status conference and re-scheduled the hearing for June 17, 2010. On June 17, 2010, the Debtors requested to adjourn consideration of the Motion, and in response thereto, the Court held a status conference and re-scheduled the hearing for July 8, 2010. On July 8, 2010, the Court held a status conference and re-scheduled the hearing for July 20, 2010. On July 20, 2010, after the Debtors agreed on the record to the appointment of an examiner (the “Examiner”), the Court re-scheduled the hearing for September 7, 2010. Thereafter, based upon negotiations regarding the Plan, the Debtors requested to adjourn consideration of the Motion and the Court re-scheduled the hearing for September 24, 2010 and, then, to October 8, 2010. On October 6, 2010, the Debtors filed an amended Plan and the Proposed Disclosure Statement, and the Court scheduled the hearing for October 18, 2010. On the same day, the Debtors filed and served a notice of the October 18, 2010 hearing [Docket No. 5550] (the “Second Amended Disclosure Statement Notice”).

T. Actual notice of the Hearing and the deadline for filing objections to the Proposed Disclosure Statement (~~the “Amended Disclosure Statement Notice”~~) was provided to the Notice Parties in accordance with Bankruptcy Rule 2002. The Disclosure Statement Notice, [the Amended Disclosure Statement Notice](#), and the [Second](#) Amended Disclosure Statement Notice each constitute good and sufficient notice and no further notice is necessary.

U. The form and manner of notice of the time set for filing objections to, and the time, date, and place of, the Hearing to consider the approval of the Proposed Disclosure Statement was adequate and comports with due process and no further notice is necessary.

V. All notices to be provided pursuant to the procedures set forth herein are good and sufficient notice to all parties in interest of all matters pertinent hereto and of all matters pertinent to the Confirmation Hearing and no other or further notice need be provided.

W. The legal and factual bases set forth in the Motion establish just and sufficient cause to grant the relief requested therein.

NOW, THEREFORE, IT IS HEREBY ORDERED that:

1. The Motion is GRANTED as set forth herein.
2. All ~~objections~~[Objections](#), responses to, and statements and comments, if any, in opposition to the Proposed Disclosure Statement, other than those withdrawn with prejudice in their entirety prior to, or on the record at, the Hearing, are OVERRULED in their entirety.

Disclosure Statement

3. The Proposed Disclosure Statement contains adequate information in accordance with section 1125 of the Bankruptcy Code and is **APPROVED**.

4. All ~~objections~~Objections, if any, to the Proposed Disclosure Statement that have not been withdrawn or resolved as provided for in the record of the Hearing are overruled.

Examiner's Final Report

5. The Examiner shall file his final report on or before November 1, 2010 and, within three (3) business days thereof, the Debtors shall make such report publicly available at www.kccllc.net/wamu.

Solicitation and Voting Procedures

Temporary Allowance / Disallowance of Claims

6. Solely for purposes of voting to accept or reject the Plan and not for the purpose of the allowance of, or distribution on account of, a Claim, and without prejudice to the rights of the Debtors in any other context, each Claim or Equity Interest within a Class of Claims or Equity Interests entitled to vote to accept or reject the Plan is temporarily allowed in an amount equal to the amount of such Claim as set forth in the Schedules, provided that:

- (a) If a proof of claim was timely filed in an amount that is liquidated, non-contingent, and undisputed, such claim is temporarily allowed for voting purposes in the amount set forth on the proof of claim, unless such claim is disputed as set forth in subparagraph (g) below;
- (b) If a proof of claim was timely filed in an amount that is contingent or unliquidated, such claim is accorded one vote and valued temporarily in the amount of one dollar (\$1.00), unless such claim is disputed as set forth in subparagraph (g) below;
- (c) If a claim has been estimated or otherwise allowed for voting purposes by order of the Bankruptcy Court, such claim is temporarily allowed in the amount so estimated or allowed by the Bankruptcy Court;
- (d) If a claim is listed in the Schedules as contingent, unliquidated, or disputed and a proof of claim was not (i) filed by the Bar Date or (ii) deemed timely filed by an order of the Bankruptcy Court prior to the Voting Deadline, such claim is disallowed for voting purposes and for purposes of allowance and distribution pursuant to Bankruptcy Rule 3003(c);

- (e) If a claim is listed in the Schedules or on a timely filed proof of claim as contingent, unliquidated, or disputed in part, such claim is temporarily allowed in the amount that is liquidated, non-contingent, and undisputed, unless such claim is disputed as set forth in subparagraph (g) below;
- (f) If a claim has been filed against multiple Debtors, each and every such related claim filed or to be filed in the chapter 11 cases is deemed filed against the consolidated Debtors and is deemed one claim against and obligation of the deemed consolidated Debtors and such claim is accorded one vote for voting purposes; and
- (g) If the Debtors have filed an objection to or request for estimation of a claim on or before the Voting Record Date, such claim is temporarily disallowed, except as ordered by the Court before the Voting Deadline; provided, that, if the Debtors' objection seeks to reclassify or reduce the allowed amount of such claim, then such claim is temporarily allowed for voting purposes in the reduced amount and/or as reclassified, except as may be ordered by the Court before the Voting Deadline.

7. Notwithstanding the foregoing, WMB Senior Notes Claims shall be temporarily allowed for voting purposes only in an amount equal to the aggregate face value and interest accrued as of the Petition Date with respect to all WMB Senior Notes held by each holder of a WMB Senior Notes Claim as of October 18, 2010.

8. If any creditor seeks to challenge the allowance of its claim for voting purposes, ~~– i.e., the creditor believes it should be entitled to vote or believes it should be entitled to vote in a different class or amount –~~ such creditor shall file with this Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such claim for voting purposes ~~in a different amount~~ (a “Rule 3018(a) Motion”). Upon the filing of any such motion, such creditor’s Ballot shall be counted in accordance with the above-designated guidelines unless temporarily allowed in a different amount by an order of this Court entered prior to or concurrent with entry of an order confirming the Plan. Any Rule 3018(a) Motion must be filed on or before the 10th day after service of notice of an objection or request for estimation, if any, as to that

specific claim, but in any event no later than ~~June 18, 2010~~October 25, 2010 at 4:00 p.m.
(Eastern Time).

9. The deadline for the Debtors to respond to any Rule 3018(a) Motion is ~~June 30, 2010~~November 4, 2010 at 4:00 p.m. (Eastern Time).

10. To the extent that a Rule 3018(a) Motion is filed and opposed by the Debtors, a hearing with respect thereto shall be held on November 9, 2010 at 10:30 a.m. (Eastern Time).

11. A holder of a Disputed Claim will be deemed to have waived the right to elect to receive Reorganized Common Stock in lieu of some or all of the Creditor Cash or Cash on account of Liquidating Trust Interests, as the case may be, attributable to any portion of such Disputed Claim that is allowed pursuant to a Final Order.

12. Each creditor that votes to accept or reject the Plan is deemed to have voted the full amount of its claim ~~therefore~~therefor.

The Voting Record Date

13. The Voting Record Date shall be set as ~~June 3, 2010~~October 18, 2010provided, however, that solely for purposes of determining whether an entity is a holder of a WMB Senior Notes Claim entitled to vote on the Plan, the Voting Record Date for WMB Senior Notes Claims is the Bar Date.

14. The record holders of claims shall be determined, as of the Voting Record Date, based upon the records of the respective depository, the records of WMI, and the records of KCC. Accordingly, any notice of claim transfer received by a record holder of the Debtors' debt securities, WMI, KCC, or other similarly situated registrar after the Voting Record Date shall not be recognized for purposes of voting or receipt of Plan confirmation materials.

15. With respect to transfers of claims filed pursuant to Bankruptcy Rule 3001, the holder of a claim as of the Voting Record Date shall be the transferor of such claim and entitled to cast the ballot with respect to that claim unless the documentation evidencing such transfer was docketed by the Court on or before the Voting Record Date and no timely objection with respect to such transfer was filed by the transferor.

Solicitation Packages

16. The Solicitation Packages as described in decretal paragraph 18 hereof, are **APPROVED**.

17. The Debtors shall mail the Solicitation Packages on or about ~~June 10, 2010~~October 22, 2010, but in any event not later than ~~five~~four (5) business days after the entry of this Order (the “Solicitation Date”), to (a) the U.S. Trustee, (b) counsel to the Creditors’ Committee; (c) counsel to the Equity Committee; (d) the SEC; (e) the IRS, (f) the Dep’t of Justice, (g) any other party requesting service of pleadings in these chapter 11 cases pursuant to Rule 2002, (h) all creditors who are listed on the Debtors’ Schedules or who have filed a proof of claim by the Bar Date, and (i) all equity interest holders.

18. If a creditor timely files a ~~timely~~-proof of claim at least **twenty (20) days** before the Voting Deadline but after the Solicitation Date, and such creditor did not previously receive a Solicitation Package, the Debtors shall send the creditor a Solicitation Package as soon as reasonably practicable.

19. Solicitation Packages shall contain a copy of –

- (a) This Order (without attachments);
- (b) The Confirmation Hearing Notice;
- (c) A CD-ROM containing the Disclosure Statement, which shall include the Plan and the Global Settlement Agreement as attachments;

- (d) [Letters in support of or voicing opposition to the Plan, from the Debtors and various other constituencies;](#)
- (e) If the recipient is entitled to vote on the Plan, a Ballot customized for such holder in the form described below, and a postage-prepaid return envelope; **OR**
- (f) If the recipient is entitled to exercise Subscription Rights, a Ballot customized for such holder in the form described below, a Subscription Form customized for such holder in the form described below, and a postage-prepaid return envelope; **OR**
- (g) [If the recipient is a Non-Filing WMB Senior Note Holder, a Non-Filing WMB Senior Note Holder Election Form customized for such holder in the form described below, and postage-prepaid return envelope; OR](#)
- (h) If the recipient is a Non-Voting Creditor or Interest Holder, then **only** the Confirmation Hearing Notice and a Notice of Non-Voting Status.

20. The Debtors may send the Disclosure Statement in a CD-ROM format instead of printed hard copies; provided, however, that, if service by CD-ROM imposes a hardship for any creditor, such creditor may submit to the Debtors a signed certification of hardship explaining why a paper copy should be provided to the creditor at the Debtors' cost. Upon receipt of a certification of hardship, the Debtors shall evaluate whether an actual hardship appears to exist and, in the event that it does, the Debtors will provide such creditor with a paper copy of the Plan, Disclosure Statement, and Settlement Agreement at no cost to the creditor within five (5) business days thereafter. If the Debtors determine that there is insufficient information to establish the existence of a hardship, the Debtors shall consult with the Creditors' Committee prior to making a final determination to deny any such request.

21. The Debtors shall not be required to send Solicitation Packages to creditors that have claims that have already been paid in full; provided, however, that, if, and to the extent that, any such creditor would be entitled to receive a Solicitation Package for any reason other than by virtue of the fact that such claim had been paid by the Debtors, then the

Debtors shall send such creditor a Solicitation Package in accordance with the procedures set forth herein.

22. With respect to addressees from which Solicitation Packages are returned as undeliverable by the United States Postal Service, the Debtors are excused from mailing Solicitation Packages or any other materials related to voting or confirmation of the Plan to those entities listed at such addresses unless the Debtors are provided with accurate addresses for such entities before the Solicitation Date, and failure to mail Solicitation Packages or any other materials related to voting or confirmation of the Plan to such entities will not constitute inadequate notice of the Confirmation Hearing or the Voting Deadline (as defined below) and shall not constitute a violation of Bankruptcy Rule 3017(d).

23. The Debtors are not required to distribute copies of the Plan or Disclosure Statement to any party to an executory contract who holds a claim that is not allowed, filed, or scheduled, or who holds a claim that is listed in the Schedules as contingent, unliquidated or disputed, unless such party makes a specific request in writing for same. The Debtors will distribute the Confirmation Hearing Notice to such counterparties to executory contracts that have not been assumed or rejected as of the Voting Record Date.

Ballots

24. The Ballots are **APPROVED**.

25. The Voting Deadline is set as ~~July 21,~~ November 15, 2010 at 5:00 p.m. (Pacific Time).

26. All Ballots must be properly executed, completed, and delivered to KCC by first-class mail, overnight courier, or personal delivery, so that they are actually received by KCC no later than the Voting Deadline.

27. To holders of Allowed General Unsecured Claims in Class 12, the Debtors shall send a General Unsecured Ballot substantially in the form annexed hereto as Exhibit 4-1.

28. To holders of ~~Non-Subordinated Bank Bondholder~~ WMB Senior Notes Claims in Class ~~17, 17A~~, the Debtors shall send a ~~Bank Bondholder~~ WMB Senior Notes Ballot substantially in the form annexed hereto as Exhibit 4-~~2~~4.

29. To holders of Allowed Subordinated Claims in Class 18, the Debtors shall send a Subordinated Class Ballot substantially in the form annexed hereto as Exhibit 4-~~3~~5.

30. To holders of Allowed Senior Notes Claims in Class 2, the Debtors shall send Ballots in substantially the same form as the General Ballot; provided, however, that, with respect to entities that hold a claim for the benefit of one or more third parties (collectively, the “Voting Nominees”), the Debtors shall provide each Voting Nominee with a Class 2 Master Ballot substantially in the form attached hereto as Exhibit 4-46 and Solicitation Packages for each beneficial holder represented by the Voting Nominee which shall contain a Class 2 Beneficial Ballot substantially in the form attached hereto as Exhibit 4-~~5~~7.

31. To holders of Allowed Senior Subordinated Notes Claims in Class 3, the Debtors shall send Ballots in substantially the same form as the General Ballot; provided, however, that, with respect to Voting Nominees, the Debtors shall provide each Voting Nominee with a Class 3 Master Ballot substantially in the form attached hereto as Exhibit 4-~~6~~8 and Solicitation Packages for each beneficial holder represented by the Voting Nominee which shall contain a Class 3 Beneficial Ballot substantially in the form attached hereto as Exhibit 4-~~7~~9.

32. To holders of Allowed CCB-1 Guarantees Claims and CCB-2 Guarantees Claims in Classes 14 and 15, respectively, the Debtors shall send ~~Ballots in a CCB Class Ballot~~ substantially in the same form as the General Ballot form annexed hereto as Exhibit 4-2;

provided, however, that, with respect to Voting Nominees, the Debtors shall provide each Voting Nominee with a ~~CCB~~-Class 16 Master Ballot substantially in the form attached hereto as Exhibit 4-8-10 and Solicitation Packages for each beneficial holder represented by the Voting Nominee which shall contain a ~~CCB~~-Class 16 Beneficial Ballot substantially in the form attached hereto as Exhibit 4-9-11.

33. To holders of Allowed PIERS Claims in Class 16, the Debtors shall send Ballots in substantially the same form as the General Ballot; provided, however, that, with respect to Voting Nominees, the Debtors shall provide each Voting Nominee with a Class 16 Master Ballot substantially in the form attached hereto as Exhibit 4-10-12 and Solicitation Packages for each beneficial holder represented by the Voting Nominee which shall contain a Class 16 Beneficial Ballot substantially in the form attached hereto as Exhibit 4-11-13. Such Ballots shall be sent to the beneficial holders of the units representing the PIERS Preferred Securities and not to the Unit Agent, which beneficial holders shall complete such Ballots based upon the number of units they hold. To holders of PIERS Common Securities in Class 16, the Debtors shall send a PIERS Common Ballot substantially in the form annexed hereto as Exhibit 4-3.

34. To holders of REIT Series in Class 19, the Debtors shall send Ballots in substantially the same form as the General Ballot; provided, however, that, with respect to Voting Nominees, the Debtors shall provide each Voting Nominee with a Class 19 Master Ballot substantially in the form attached hereto as Exhibit 4-12-14 and Solicitation Packages for each beneficial holder represented by the Voting Nominee which shall contain a Class 19 Beneficial Ballot substantially ~~in~~based upon the form attached hereto as Exhibit 4-13-15; and, provided,

further, that such beneficial holders shall complete such Ballots in the principal amount of the REIT Series that they hold.

35. To holders of Preferred Equity Interests in Class 20, the Debtors shall send Ballots in substantially the same form as the General Ballot; provided, however, that, with respect to Voting Nominees, the Debtors shall provide each Voting Nominee with a Class 20 Master Ballot substantially in the form attached hereto as Exhibit 4-~~14~~16 and Solicitation Packages for each beneficial holder represented by the Voting Nominee which shall contain a Class 20 Beneficial Ballot substantially in the form attached hereto as Exhibit 4-~~15~~17.

36. The Voting Nominee shall forward the Solicitation Package to the beneficial holder with instructions for the beneficial holder to return the Beneficial Ballot to the Voting Nominee. Upon return of the Beneficial Ballots, the Voting Nominee shall tabulate the Beneficial Ballots on a Master Ballot and return the Master Ballot to KCC. The Voting Nominee shall provide the beneficial holder with the appropriate materials within **five (5) business** days of receipt of the Solicitation Packages.

37. The Debtors shall reimburse each Voting Nominee for its reasonable and customary costs and expenses associate with distribution of the Solicitation Packages and tabulation of the Beneficial Ballots.

Non-Filing WMB Senior Note Holder Election Form

38. To Non-Filing WMB Senior Note Holders, the Debtors shall send, through such holders' Voting Nominees, a Non-Filing WMB Senior Note Holder Election Form substantially in the form annexed hereto as Exhibit 7-1, which form is **APPROVED**. The Voting Nominee shall provide the beneficial holder with the appropriate materials within **five (5) business** days of receipt of the Solicitation Packages.

39. All Non-Filing WMB Senior Note Holder Election Forms received by beneficial holders must be properly executed, completed, and delivered to the proper Voting Nominees by first-class mail, overnight courier, or personal delivery, and the Voting Nominees shall send to KCC, so as to be received no later than the Voting Deadline, the Master Non-Filing WMB Senior Note Holder Election Form annexed hereto as Exhibit 7-2, which form is APPROVED, to transmit the elections of Non-Filing WMB Senior Note Holders.

Notices of Non-Voting Status

40. The Notices of Non-Voting Status are **APPROVED**.

41. To the Non-Voting Creditors whose claims are unimpaired pursuant to the Plan, the Debtors shall send a Notice of Non-Voting Status – Unimpaired Class substantially in the form attached hereto as Exhibit 5-1. To the Non-Voting Creditors and Interest Holders whose claims are impaired and not entitled to receive distributions under the Plan, the Debtors shall send a Notice of Non-Voting Status – Impaired Class substantially in the form attached hereto as Exhibit 5-2. To creditors who are not allowed to vote in accordance with the terms of decretal paragraph 5 hererof, the Debtors shall send a Notice of Non-Voting Status substantially in the form attached hereto as Exhibit 5-3.

42. With respect to service of the Notice of Non-Voting Status – Impaired Class on the holders of the Debtors’ publicly-traded stock as reflected in the records maintained by the Debtors’ transfer agent(s) (the “Non-Voting Securities”), the Debtors shall send the Notices of Non-Voting Status as follows:

- (a) The Debtors shall provide any registered holders of Non-Voting Securities with a copy of the Notice of Non-Voting Status – Impaired Classes by first-class mail;
- (b) The Debtors shall provide the nominees with sufficient copies of the Notice of Non-Voting Status – Impaired Classes to forward to the Beneficial Holders of the Non-Voting Securities; and

- (c) The nominees shall then forward the Notice of Non-Voting Status – Impaired Classes or copies thereof to the Beneficial Holders of the Non-Voting Securities within five (5) business days of the receipt by such Non-Voting Nominees of the Notice of Non-Voting Status – Impaired Classes.

Tabulation Procedures

- 43. The following tabulation procedures are **APPROVED**:
 - (a) Whenever a creditor casts more than one Ballot voting the same claim(s) before the Voting Deadline, the last valid Ballot received on or before the Voting Deadline shall be deemed to reflect the voter’s intent, and thus, to supersede any prior Ballot.
 - (b) Whenever a creditor casts a Ballot that is properly completed, executed, and timely returned to KCC, but does not indicate either an acceptance or rejection of the Plan, the Ballot shall be deemed to reflect the voter’s intent to accept the Plan.
 - (c) Except with respect to Master Ballots, whenever a creditor casts a Ballot that is properly completed, executed, and timely returned to KCC, but indicates both an acceptance and a rejection of the Plan, the Ballot shall be deemed to reflect the voter’s intent to accept the Plan.
 - (d) A holder of claims shall be deemed to have voted the full amount of its claim in each class and shall not be entitled to split its vote within a particular class. Any Ballot (except a Master Ballot) that partially accepts and partially rejects the Plan shall be deemed to reflect the voter’s intent to accept the Plan.
 - (e) Whenever a holder of claims casts Ballots received by KCC on the same day, but which are voted inconsistently, such Ballots shall be deemed to reflect the voter’s intent to accept the Plan.
 - (f) The following Ballots shall not be counted:
 - 1. Any Ballot received after the Voting Deadline unless the Debtors shall have granted an extension of the Voting Deadline in writing with respect to such Ballot,
 - 2. Any Ballot that is illegible or contains insufficient information to permit the identification of the claimant,
 - 3. Any Ballot cast by a person or entity that does not hold a claim in a class that is entitled to vote to accept or reject the Plan,
 - 4. Any Ballot cast by a person who is not entitled to vote, even if such individual holds a claim in a voting class,

5. Any unsigned Ballot,
 6. Any Ballot which the Bankruptcy Court determines, after notice and a hearing, that such vote was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code, or
 7. Any Ballot transmitted to KCC by facsimile or other means not specifically approved herein.
- (g) If a party that is entitled to vote has claims (either scheduled or filed or both) against both of the Debtors based on the same transaction (e.g.; a claim against one Debtor that was guaranteed by another Debtor), the Debtors propose that said party shall be entitled to one vote for numerosity purposes in a dollar amount based upon its claim against one of the Debtors.
- (h) A holder of claims in more than one (1) class must use separate Ballots for each class of claims.
44. With respect to Master Ballots submitted by Voting Nominees:
- (a) All Voting Nominees to which beneficial holders return their Ballots shall summarize on the Master Ballot all Ballots cast by the Beneficial Holders and return the Master Ballot to KCC; provided, however, that each Voting Nominee shall be required to retain the Ballots cast by the respective beneficial holders for inspection for a period of at least one (1) year following the Voting Deadline;
 - (b) Votes cast by the Beneficial Holders through a Voting Nominee by means of a Master Ballot shall be applied against the positions held by such Voting Nominee as evidenced by a list of record holders provided by the respective depository and compiled as of the Voting Record Date; provided, however, that votes submitted by a Voting Nominee on a Master Ballot shall not be counted in excess of the position maintained by such Voting Nominee as of the Voting Record Date;
 - (c) To the extent that there are over-votes submitted by a Voting Nominee, KCC will attempt to reconcile discrepancies with the Voting Nominee;
 - (d) To the extent that over-votes on a Master Ballot are not reconciled prior to the preparation of the vote certification, KCC will apply the votes to accept and to reject the Plan in the same proportion as the votes to accept or reject the Plan submitted on the Master Ballot that contained the over-vote, but only to the extent of the position maintained by such Voting Nominee as of the Voting Record Date;

- (e) Multiple Master Ballots may be completed by a single Voting Nominee and delivered to KCC and such votes shall be counted, except to the extent that such votes are inconsistent with or are duplicative of other Master Ballots, in which case the latest dated Master Ballot received on or before the Voting Deadline shall supersede and revoke any prior Master Ballot; and
- (f) Each beneficial holder shall be deemed to have voted the full amount of its claim.

45. To assist in the solicitation process, KCC may, but is not obligated to, contact parties that submit incomplete or otherwise deficient ballots to cure such deficiencies.

Subscription Form

- 46. The Subscription Form is **APPROVED**.
- 47. The Rights Offering Record Date is ~~June 3,~~October 18, 2010.
- 48. The Subscription ~~Deadline~~Expiration Date is set as ~~July 21,~~November 29,

2010 at 5:00 p.m. (Pacific Time).

49. To holders of Allowed PIERS Claims in Class 16 entitled to exercise Subscription Rights, the Debtors shall send a Subscription Form substantially in the form annexed hereto as Exhibit 6-1.

50. All Subscription Forms received by beneficial holders must be properly executed, completed, and delivered to the proper Voting Nominees by first-class mail, overnight courier, or personal delivery, so that the Voting Nominees can communicate each holder's election information to the Rights Offering Agent and such information is actually received by the Rights Offering Agent on or before the Subscription Expiration Date.

51. In addition, each holder of an Allowed PIERS Claim choosing to exercise Subscription Rights must provide payment in full to the Voting Nominee, so that the Voting can forward such funds to the Debtors, such that the funds are actually received by the Debtors no later than one (1) Business Day after the Subscription Expiration Date.

Rights Offering Procedures

52. With respect to the Rights Offering, the procedures detailed in Article XXXIV of the Plan ~~area~~ are **APPROVED**.

53. Pursuant to the Plan, payments made in accordance with the Rights Offering shall be deposited in and held by the Debtors in the Rights Offering Trust Account. The Rights Offering Trust Account will be a segregated account maintained by KCC, as Rights Offering Agent for the benefit of the Debtors, exclusively for the purpose of administration of the Rights Offering until the Effective Date or such other later date, at the option of the Reorganized Debtors. The Debtors shall not use such funds for any other purpose and shall not encumber or permit such funds to be encumbered with any Lien or similar encumbrance.

54. The Debtors may adopt such additional procedures, consistent with the provisions of the Plan, to more efficiently administer the exercise of the Subscription Rights, as required.

55. All questions concerning the timeliness, viability, form, and eligibility of any exercise of Subscription Rights shall be determined by the Debtors, whose good-faith determinations shall be final and binding. The Debtors, in their reasonable discretion, may waive any defect or irregularity, or permit a defect or irregularity to be corrected within such times as they may determine, or reject the purported exercise of any Subscription Rights. Elections on Ballots shall be deemed not to have been received or accepted until all irregularities have been waived or cured within such time as the Debtors determine in their reasonable discretion.

Stock Election Notice

56. The Stock Election Notice Date is set as **November 22, 2010**.

57. On or prior to the Stock Election Notice Date, the Debtors shall file with the Court a notice that discloses, on a Class-by-Class basis, the percentage of Reorganized Common Stock elected by Classes 2, 3, 12, 14, 15 and 16 as a result of the right of election set forth in the Plan.

The Confirmation Hearing

58. The Confirmation Hearing will commence at ~~91:30-a~~00 p.m. (Eastern Time) on ~~August 2,~~December 1, 2010; provided, however, that the Confirmation Hearing may be adjourned or continued from time to time by the Court or the Debtors without further notice other than adjournments announced in open Court or as indicated in any notice of agenda of matters scheduled for hearing filed by the Debtors with the Court.

Objection Procedures

59. The ~~Final~~ Plan Objection Deadline to object or respond to confirmation of the Plan is set as ~~July~~November 19, 2010 at 4:00 p.m. (Eastern Time).

~~51. —The Initial Plan Objection Deadline to object or respond to confirmation of the Plan, such that the objecting party may seek discovery pursuant to the discovery procedures order entered by this Court (the “Discovery Procedures Order”),⁶ is set as June 21, 2010 at 4:00 p.m. (Eastern Time). Any party filing an objection to confirmation of the Plan after the Initial Plan Objection Deadline will not be allowed to seek discovery of the Debtors or other Settling Parties.⁷~~

60. Objections and responses, if any, to confirmation of the Plan, must (a) be in writing, (b) conform to the Bankruptcy Rules and the Local Rules, (c) set forth the name of the

~~⁶Order Establishing, Among Other Things, Procedures and Deadlines Concerning Objections to Confirmation and Discovery in Connection Therewith, entered June ____, 2010 [Docket No. ____].~~

~~⁷As defined in the Discovery Procedures Order.~~

objecting party, the nature and amount of claims or interests held or asserted by the objecting party against the Debtors' estates or property, and (d) set forth the basis for the objection and the specific grounds ~~therefore~~[therefor](#).

61. Registered users of this Court's case filing system must electronically file their objections and responses. All other parties in interest must file their objections and responses in writing with the Bankruptcy Court, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801 (Attn: Chambers of the Hon. Mary F. Walrath).

62. Any objection or response also must be served upon and received by:

- (a) Washington Mutual, Inc.
925 Fourth Avenue
Seattle, Washington 98104
Attn: Charles Edward Smith, Esq.;
- (b) Office of the U.S. Trustee for the District of Delaware
844 King Street, Suite 2207, Lockbox 35
Wilmington, Delaware 19899-0035
Attn: ~~Joseph McMahon~~[Jane Leamy](#), Esq.;
- (c) Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attn: Brian S. Rosen, Esq.;
- (d) Richards Layton & Finger P.A.
One Rodney Square
920 North King Street
Wilmington, Delaware 19899
Attn: Mark D. Collins, Esq.;
- (e) Quinn Emanuel Urquhart & Sullivan, LLP
55 Madison Avenue, 22nd Floor
New York, New York 10010
Attn: Peter Calamari, Esq.;
- (f) Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, New York 10036
Attn: Fred S. Hodara, Esq.;

- (g) Pepper Hamilton LLP
Hercules Plaza, Suite 5100
1313 N. Market Street
Wilmington, Delaware 19801
Attn: David B. Stratton, Esq.;
- (h) Susman Godfrey LLP
654 Madison Avenue, 5th Floor
New York, New York 10065
Attn: Stephen D Susman, Esq.;
- (i) Ashby & Geddes, P.A.
500 Delaware Avenue, 8th Floor
P.O. Box 1150
Wilmington, Delaware 19899
Attn: William P. Bowden, Esq.;
- (j) Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004
Attn: Stacey R. Friedman, Esq.; and
- (k) Landis Rath & Cobb LLP
919 Market Street, Suite 1800
P.O. Box 2087
Wilmington, Delaware 19899
Attn: Adam G. Landis, Esq.

no later than the Plan Objection Deadline. Pursuant to Bankruptcy Rule 3020(b), if no objection is timely filed, this Court may determine that the plan has been proposed in good faith and not by any means forbidden by law without receiving evidence on such issues.

63. The Debtors are authorized to file and serve replies or an omnibus reply to any such objections no later than ~~two (2) business days prior to the Confirmation Hearing.~~ November 24, 2010 at 12:00 p.m. The Debtors are relieved from the page limit set forth in Local Rule 7007-2(a)(iv) when filing any brief or declaration in support of Plan confirmation.

64. Objections to confirmation of the Plan that are not timely filed, served, and actually received in the manner set forth above shall not be considered and shall be deemed overruled.

Confirmation Hearing Notice

65. The notice substantially in the form annexed hereto as Exhibit 3 (the “Confirmation Hearing Notice”) is **APPROVED**.

66. The Debtors are authorized to publish the Confirmation Hearing Notice, within ~~five~~fifteen (~~5~~15) business days of entry of this Order, or as soon thereafter as is reasonably practicable, in *The New York Times (National Edition)*, *The Wall Street Journal*, and *The Seattle Times*.

67. The Debtors are authorized, in their sole discretion, to take or refrain from taking any action necessary or appropriate to implement the terms of and the relief granted in this Order without seeking further order of the Court.

68. The Debtors are authorized to make nonsubstantive changes to the Disclosure Statement, the Plan, the Ballots, and related documents without further order of the Court, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes among the Disclosure Statement, the Plan and any other materials in the Solicitation Packages prior to mailing.

Dated: ~~June~~October ____, 2010
Wilmington, Delaware

UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

**Proposed Disclosure Statement, filed at Docket No. ~~4470~~[5549](#)
(with the Plan annexed thereto as Exhibit A)**

Exhibit 2

Disclosure Statement ~~Notice~~[Notices](#)

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

-----X
:
In re: : **Chapter 11**
:
WASHINGTON MUTUAL, INC., et al.,¹ : **Case No. 08-12229 (MFW)**
:
Debtors. : **(Jointly Administered)**
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-----X **Objection Deadline: May 13, 2010 at 4:00 p.m. (ET)**
Hearing Date: May 19, 2010 at 11:30 a.m. (ET)

**NOTICE OF HEARING TO CONSIDER APPROVAL OF
DISCLOSURE STATEMENT WITH RESPECT TO JOINT PLAN OF AFFILIATED
DEBTORS PURSUANT TO CHAPTER 11 OF THE UNITED STATES BANKRUPTCY CODE**

TO PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF:
Washington Mutual, Inc. (Case No. 08-12229 (MFW)) and
WMI Investment Corp. (Case No. 08-12228 (MFW)).

PLEASE TAKE NOTICE that, on March 26, 2010, Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “Debtors”), filed the Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code (as it may be amended, the “Plan”) and the related proposed Disclosure Statement for the Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the Bankruptcy Code (as it may be amended, the “Disclosure Statement”),² pursuant to section 1125 of title 11 of the United States Code (the “Bankruptcy Code”).

PLEASE TAKE FURTHER NOTICE that:

1. A hearing will be held before the Honorable Mary F. Walrath, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”), 824 North Market Street, 5th Floor, Wilmington, Delaware 19801, on **May 19, 2010 at 11:30 a.m. (Eastern Time)** (the “Hearing”) to consider the entry of an order, among other things, determining that the Disclosure Statement contains “adequate information” within the meaning ascribed to such term in section 1125 of the Bankruptcy Code and approving the Disclosure Statement.

2. Any party in interest wishing to obtain a copy of the Disclosure Statement and the Plan should contact Kurtzman Carson Consultants LLC at **(866) 381-9100**. Interested parties also may examine the Disclosure Statement and the Plan free of charge at www.kccllc.net/wamu. In addition, the Disclosure Statement and Plan are on file with the Court and may be examined by accessing the Court’s website: www.deb.uscourts.gov. Note that a PACER password and login are needed to access documents on the Court’s website. A PACER password can be obtained at: www.pacer.psc.uscourts.gov.

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 925 Fourth Avenue, Seattle, Washington 98104.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Disclosure Statement or, if not defined in the Disclosure Statement, in the Plan.

3. Objections, if any, to approval of the Disclosure Statement must (a) be in writing; (b) be in the English language; (c) state the name and address of the objecting party and the amount and nature of the claim or interest of such party; (d) state with particularity the basis and nature of any objection to the Disclosure Statement; and (e) be filed, together with proof of service, with the Court and served **so that they are actually received by the following parties no later than May 13, 2010 at 4:00 p.m. (Eastern Time): (i) the Debtors**, 925 Fourth Avenue, Seattle, Washington 98104 (Attn: Charles Edward Smith, Esq.), **(ii) Weil, Gotshal & Manges LLP**, 767 Fifth Avenue, New York, New York 10153 (Attn: Brian S. Rosen, Esq.), as counsel to the Debtors, **(iii) Richards Layton & Finger P.A.**, One Rodney Square, 920 North King Street, Wilmington, Delaware 19899 (Attn: Mark D. Collins, Esq.), as co-counsel to the Debtors, **(iv) Quinn Emanuel Urquhart & Sullivan, LLP**, 55 Madison Avenue, 22nd Floor, New York, New York 10010 (Attn: Peter Calamari, Esq.), as special litigation and conflicts counsel to the Debtors, **(v) the Office of the United States Trustee** for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19899-0035 (Attn: Joseph McMahan, Esq.), **(vi) Akin Gump Stauss Hauer & Feld LLP**, One Bryant Park, New York, New York 10036 (Attn: Fred S. Hodara, Esq.), as counsel to the Creditors' Committee, **(vii) Pepper Hamilton LLP**, Hercules Plaza Ste 5100, 1313 N. Market Street, Wilmington, Delaware 19801 (Attn: David B. Stratton, Esq.), as co-counsel to the Creditors' Committee, **(viii) Ashby & Geddes, P.A.**, 500 Delaware Avenue, 8th Floor, P.O. Box 1150, Wilmington, Delaware 19899 (Attn: William P. Bowden, Esq.), as co-counsel to the Equity Committee, **(ix) Sullivan & Cromwell LLP**, 125 Broad Street, New York, New York, 10004 (Attn: Stacey R. Friedman, Esq.), as counsel to JPMorgan Chase, and **(x) Landis Rath & Cobb LLP**, 919 Market Street, Suite 1800, P.O. Box 2087, Wilmington, Delaware 19899 (Attn: Adam G. Landis, Esq.), as co-counsel to JPMorgan Chase.

IF AN OBJECTION TO THE DISCLOSURE STATEMENT IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO THE DISCLOSURE STATEMENT OR THE ADEQUACY THEREOF AND MAY NOT BE HEARD AT THE HEARING.

4. Upon approval of the Disclosure Statement by the Bankruptcy Court, any party in interest that is entitled to vote on the Plan will receive a copy of the Disclosure Statement, the Plan and various documents related thereto, unless otherwise ordered by the Bankruptcy Court.

5. The Hearing may be adjourned from time to time without further notice to parties in interest other than by an announcement in Bankruptcy Court of such adjournment on the date scheduled for the Hearing or as indicated in any notice of agenda of matters scheduled for hearing filed by the Debtors with the Bankruptcy Court.

DATED: April 14, 2010
Wilmington, Delaware

<p>RICHARDS, LAYTON & FINGER, P.A. One Rodney Square 920 North King Street Wilmington, Delaware 19801 Telephone: (302) 651-7700 Facsimile: (302) 651-7701</p>	<p>WEIL, GOTSHAL & MANGES LLP 767 Fifth Avenue New York, New York 10153 Telephone: (212) 310-8000 Facsimile: (212) 310-8007</p>
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Attorneys for Debtors
and Debtors in Possession

(add May 22, 2010 notice)

(add October 6, 2010 notice)

Exhibit 3

Confirmation Hearing Notice

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

-----X
:
In re: : Chapter 11
:
WASHINGTON MUTUAL, INC., et al.,³ : Case No. 08-12229 (MFW)
:
Debtors. : (Jointly Administered)
:
-----X

**NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT;
(II) ESTABLISHMENT OF VOTING RECORD DATE;
(III) HEARING ON CONFIRMATION OF THE PLAN AND
PROCEDURES FOR OBJECTING TO CONFIRMATION OF THE PLAN;
AND (IV) PROCEDURES AND DEADLINE FOR VOTING ON THE PLAN**

TO PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF:
Washington Mutual, Inc. (Case No. 08-12229 (MFW)) and
WMI Investment Corp. (Case No. 08-12228 (MFW)).

PLEASE TAKE NOTICE that:

1. **Approval of Disclosure Statement.** On ~~June 3,~~October 18, 2010, the United States Bankruptcy Court for the District of Delaware (the “Court”) entered an order (the “Order”), approving the Disclosure Statement for the ~~Third~~Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of ~~June 2,~~October 6, 2010 (as it may be further amended, the “Disclosure Statement”) ⁴ of Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “Debtors”). The Order authorizes the Debtors to solicit votes to accept or reject the ~~Third~~Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of ~~June 2,~~October 6, 2010 (as it may be further amended, the “Plan”).
2. **Confirmation Hearing.** A hearing (the “Confirmation Hearing”) to consider ~~the~~ confirmation of the Plan will commence at ~~9:30 a~~1:00 p.m. (Eastern Time) on August 2, December 1, 2010, before the Honorable Mary F. Walrath, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 5th Floor, Wilmington, Delaware 19801 (the “Bankruptcy Court”). The Confirmation Hearing may be adjourned or continued from time to time without further notice other than the announcement by the Debtors of the adjourned date(s) at the Confirmation Hearing or any continued hearing or as indicated in any notice of agenda of matters scheduled for hearing filed by the Debtors with the Bankruptcy Court. The Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing.
3. **Record Date for Voting Purposes.** The following creditors who hold claims against or interests in the Debtors as of ~~June 3,~~October 18, 2010 (the “Voting Record Date”) are entitled to vote on the Plan:

³ 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 925 Fourth Avenue, Seattle, Washington 98104.

⁴ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Disclosure Statement or, if not defined in the Disclosure Statement, in the Plan.

- a) record holders, as of the Voting Record Date, of claims listed on the Debtors' schedules of liabilities, to the extent that such claims (i) are listed in an amount greater than zero and are not identified as contingent, unliquidated or disputed, and (ii) have not been superseded by a filed proof of claim; and
- b) record holders as of the Voting Record Date, of claims, to the extent that such claims (i) are the subject of timely filed proofs of claim, (ii) have not been disallowed, expunged, disqualified or suspended prior to the Voting Record Date, and (iii) are not the subject of a pending claim objection or request for estimation as of ~~June 3, October 18,~~ 2010, unless a Rule 3018(a) Motion (as defined below) has been filed: provided, however, that the Voting Record Date for holders of WMB Senior Notes Claims shall be the Bar Date.
4. **Voting Deadline.** All votes to accept or reject the Plan must be actually received by the Debtors' voting and tabulation agent, Kurtzman Carson Consultants LLC, at the address set forth below, by no later than 5:00 p.m. (Pacific Time) on ~~July 21, November 15,~~ 2010 (the "Voting Deadline"). Any failure to follow the voting instructions included with your Ballot may disqualify your Ballot and your vote.

Washington Mutual Ballot Processing
c/o Kurtzman Carson Consultants
2335 Alaska Avenue
El Segundo, California 90245

5. **Parties in Interest Not Entitled to Vote.** Holders of unimpaired claims in classes deemed to accept the Plan and holders of claims and equity interests in classes deemed to reject the Plan are not entitled to vote and will not receive a ~~ballot. Holders of unimpaired claims in classes deemed to accept the Plan and holders of claims and equity interests in classes deemed to reject the Plan~~ Ballot. Such holders will receive a Notice of Non-Voting Status rather than a Ballot. If you have timely filed a proof of claim and disagree with either (a) the Debtors' objection to your claim and believe that you should be entitled to vote on the Plan or (b) the Debtors' classification ~~of, objection to,~~ or request for estimation of your claim and believe that you should be entitled to vote on the Plan in a different amount or class, then you must serve on the parties identified in paragraph 6 below and file with the Court a motion (a "Rule 3018(a) Motion") for an order pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") temporarily allowing your claim in a different amount or in a different class for purposes of voting to accept or reject the Plan. All Rule 3018(a) Motions must be filed on or before the 10th day after service of notice of an objection or request for estimation, if any, as to your claim, but in no event later than ~~June 18, October 25,~~ 2010. As to any creditor filing a Rule 3018(a) Motion, such creditor's Ballot will not be counted except as may be otherwise ordered by the Bankruptcy Court. Creditors may contact Kurtzman Carson Consultants LLC at ~~(866) 381-9100~~ (866) 381-9100 ~~888) 830-4644~~ to receive an appropriate Ballot for any claim for which a proof of claim has been timely filed and a Rule 3018(a) Motion has been granted. Rule 3018(a) Motions that are not timely filed and served in the manner set forth above shall not be considered.
6. **Objections to Confirmation.**

The deadline to object or respond to confirmation of the Plan is ~~July~~ November 19, 2010 at 4:00 p.m. (Eastern Time) (the "Objection Deadline").

Objections and responses, if any, to confirmation of the Plan, must (a) be in writing, (b) conform to the Bankruptcy Rules and the Local Rules, (c) set forth the name of the objecting party, the nature and amount of claims or interests held or asserted by the objecting party against the Debtors' estates or property, and (d) provide the basis for the objection and the specific grounds therefore.

Registered users of the Bankruptcy Court's case filing system must electronically file their objections and responses. All other parties in interest must file their objections and responses in writing with the Bankruptcy Court, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801 (Attn: Chambers of the Hon. Mary F. Walrath).

Any objections or responses must also be served upon the following parties so as to be received by no later than the Objection Deadline:

<p><i>Debtors</i> Washington Mutual, Inc. 925 Fourth Avenue Seattle, Washington 98104 Attn: Charles Edward Smith, Esq.</p>	<p><i>Office of the U.S. Trustee</i> Office of the U.S. Trustee for the D. Del. 844 King Street, Suite 2207, Lockbox 35 Wilmington, Delaware 19899-0035 Attn: Joseph McMahon Jane Leamy, Esq.</p>
<p><i>Counsel to the Debtors</i> Weil, Gotshal & Manges LLP 767 Fifth Avenue New York, New York 10153 Attn: Brian S. Rosen, Esq.</p>	<p><i>Co-Counsel to the Debtors</i> Richards Layton & Finger P.A. One Rodney Square 920 North King Street Wilmington, Delaware 19899 Attn: Mark D. Collins, Esq.</p>
<p><i>Special Litigation and Conflicts Counsel to the Debtors</i> Quinn Emanuel Urquhart & Sullivan, LLP 55 Madison Avenue, 22nd Floor New York, New York 10010 Attn: Peter Calamari, Esq.</p>	
<p><i>Counsel to the Creditors' Committee</i> Akin Gump Strauss Hauer & Feld LLP One Bryant Park New York, New York 10036 Attn: Fred S. Hodara, Esq.</p>	<p><i>Co-Counsel to the Creditors' Committee</i> Pepper Hamilton LLP Hercules Plaza, Suite 5100 1313 N. Market Street Wilmington, Delaware 19801 Attn: David B. Stratton, Esq.</p>
<p><i>Counsel to the Equity Committee</i> Susman Godfrey LLP 654 Madison Avenue, 5th Floor New York, New York 10065 Attn: Stephen D. Susman, Esq.</p>	<p><i>Co-Counsel to the Equity Committee</i> Ashby & Geddes, P.A. 500 Delaware Avenue, 8th Floor P.O. Box 1150 Wilmington, Delaware 19899 Attn: William P. Bowden, Esq.</p>
<p><i>Counsel to JPMorgan Chase</i> Sullivan & Cromwell LLP 125 Broad Street New York, New York 10004 Attn: Stacey R. Friedman, Esq.</p>	<p><i>Co-Counsel to JPMorgan Chase</i> Landis Rath & Cobb LLP 919 Market Street, Suite 1800 P.O. Box 2087 Wilmington, Delaware 19899 Attn: Adam G. Landis, Esq.</p>

IF ANY OBJECTION TO CONFIRMATION OF THE PLAN IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN AND MAY NOT BE HEARD AT THE HEARING.

7. ***Parties That Will Not Be Entitled to Vote or Receive Any Distribution.*** Any holder of a claim that is scheduled in the Debtors' schedules of assets and liabilities, statements of financial affairs and schedules of executory contracts and unexpired leases at \$0, or in an unknown amount, or as disputed, contingent, or unliquidated, and that has not filed a timely proof of claim, shall not be treated as a creditor with respect to such claim for purposes of receiving distributions under the Plan. PLEASE NOTE THAT, NOTWITHSTANDING YOUR FAILURE TO FILE A PROOF OF CLAIM OR BE SCHEDULED, YOUR RIGHTS MAY NEVERTHELESS BE IMPAIRED BY THE PLAN.

8. ***Additional Information.*** Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement or the Plan should contact the Debtors' voting agent, Kurtzman Carson Consultants LLC at [866-381-9100-888](tel:(866)381-9100-888) [830-4644](tel:830-4644). Interested parties may also examine the Disclosure Statement and the Plan free of charge at www.kccllc.net/wamu. In addition, the Disclosure Statement and Plan are on file with the Court and may be examined by accessing the Court's website: www.deb.uscourts.gov. Note that a PACER password and login are needed to access documents on the Court's website. A PACER password can be obtained at: www.pacer.psc.uscourts.gov.
9. ***Executory Contracts.***
- a) ***Cure of Defaults for Assumed Executory Contracts and Unexpired Leases:*** Except to the extent that different treatment has been agreed to by the non-debtor party or parties to any executory contract or unexpired lease to be assumed or assumed and assigned pursuant to Section 36.1 of the Plan, the Debtors will within at least (20) days prior to the Confirmation Hearing, file with the Bankruptcy Court and serve by first class mail on each non-debtor party to such executory contracts or unexpired leases to be assumed pursuant to Section 36.1 of the Plan, a notice, which shall include the cure amount as to each executory contract or unexpired lease to be assumed or assumed and assigned. **If you are a party to such executory contracts or unexpired leases to be assumed or assumed and assigned by the Debtors, you must file and serve any objection to the assumption or the cure amounts listed by the Debtors within twenty (20) days of the date of service of such notice.** If there are any objections filed, the Bankruptcy Court shall hold a hearing on a date to be set by the Bankruptcy Court. Notwithstanding Section 36.1 of the Plan, the Debtors retain their rights to reject any of their executory contracts or unexpired leases that are subject to a dispute concerning the amounts necessary to cure any defaults as of the Effective Date.
- b) ***Bar Date for Filing Proofs of Claim Relating to Executory Contracts and Unexpired Leases Rejected Pursuant to the Plan:*** Proofs of Claim for damages, if any, arising out of the rejection of an executory contract or unexpired lease pursuant to the Plan, if not already evidenced by a filed proof of Claim, must be filed with the Bankruptcy Court and served upon the attorneys for the Debtors, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Brian S. Rosen, Esq.), or the Liquidating Trustee, no later than thirty (30) days after the later of (a) the date of entry of an order approving the rejection of such executory contract or unexpired lease, or (b) the date of entry of the Confirmation Order. **All such proofs of Claim not filed within such time will be forever barred from assertion against the Debtors, or their properties or agents, successors, or assigns, including, without limitation, the Reorganized Debtors and the Liquidating Trust.**

10. ***Releases and Injunctions.***

The Plan contains releases of certain persons and entities, including, among others, the Debtors, certain of their creditors, JPMC, the Federal Deposit Insurance Corporation, and their respective officers, directors and representatives, all as more specifically set forth in the Plan, together with an injunction which, among other things, prevents all Entities, and each Related Person of such Entities, who have held, hold or may hold Claims or any other debt or liability that is discharged or Equity Interests or other right of equity interest that is terminated or cancelled pursuant to the Plan or the Global Settlement Agreement, or who have held, hold or may hold Claims or any other debt or liability that is discharged or released pursuant to Sections 43.2, 43.6, 43.7, or 43.8 of the Plan, from (a) commencing or continuing, directly or indirectly, in any manner, any action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) of any kind on any such Claim or other debt or liability or Equity Interest that is terminated or cancelled pursuant to the Plan against any of the Released Parties or any of their respective assets, property or estates, (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against any of the Released Parties or any of their respective assets, property or estates, (c) creating, perfecting, or enforcing any encumbrance of any kind against any of the Released Parties or any of their respective assets, property or estates, and (d) except to the extent provided, permitted or preserved by sections 553,

555, 556, 559 or 560 of the Bankruptcy Code or pursuant to the common law right of recoupment, asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from any of the Released Parties or any of their respective assets, property or estates, with respect to any such Claim or other debt or liability that is discharged or Equity Interest or other right of equity interest that is terminated or cancelled pursuant to the Plan, including as follows:

“43.6 Releases by Holders of Claims and Equity Interests. Except as otherwise expressly provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, and except with respect to holders of WMB Senior Notes Claims and Non-Filing WMB Senior Note Holders who do not check the box labeled “Grant Plan Section 43.6 Release”, on the Effective Date, for good and valuable consideration, each Entity that has held, currently holds or may hold a Released Claim or any Equity Interest that is terminated, and each of its respective Related Persons, on their own behalf and on behalf of anyone claiming through them, on their behalf, or for their benefit, shall be deemed to have and hereby does irrevocably and unconditionally, fully, finally and forever waive, release, acquit and discharge each and all of the Released Parties from any and all Released Claims in connection with or related to any of the Debtors, the Reorganized Debtors, the Affiliated Banks, or their respective subsidiaries, assets, liabilities, operations, property or estates, the Chapter 11 Cases or the Plan or the Disclosure Statement, the assets to be received by JPMC pursuant to the Global Settlement Agreement, the Plan Contribution Assets, the Debtors’ Claims, the JPMC Claims, the FDIC Claim, the Purchase and Assumption Agreement, the WMI/WMB Intercompany Claims, any intercompany claims on the books of WMI or WMB related to the WaMu Pension Plan or the Lakeview Plan, claims related in any way to the Trust Preferred Securities (including, without limitation, the creation of the Trust Preferred Securities, the financing associated therewith, the requested assignment of the Trust Preferred Securities by the Office of Thrift Supervision and the transfer and the asserted assignment of the Trust Preferred Securities subsequent thereto), and/or any claim, act, fact, transaction, occurrence, statement, or omission in connection with or alleged in the Actions or in the Texas Litigation, or that could have been alleged in respect of the foregoing or other similar proceeding, including, without limitation, any such claim demand, right, liability, or cause of action for indemnification, contribution or any other basis in law or equity for damages, costs or fees incurred by the releasors herein arising directly or indirectly from or otherwise relating thereto; provided, however, that each Entity that has submitted a Ballot may elect, by checking the appropriate box on its Ballot, not to grant the releases set forth in Section 43.6 of the Plan with respect to those Released Parties other than (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Trustees, and (iv) the Creditors’ Committee and its members in such capacity and for their actions as members, their respective Related Persons, and their respective predecessors, successors and assigns (whether by operation of law or otherwise), in which case, such Entity that so elects to not grant the releases will not receive a distribution hereunder; and provided, further, that, because the Plan and the Global Settlement Agreement, and the financial contributions contained therein, are conditioned upon the aforementioned releases, and, as such, these releases are essential for the successful reorganization of the Debtors, pursuant to the Confirmation Order, those Entities that opt out of the releases provided hereunder shall be bound and shall receive the distributions they otherwise would be entitled to receive pursuant to the Plan; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, in connection with any legal action or claim brought by the United States Securities and Exchange Commission or (b) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) to the extent that (i) the Pension Plans are terminated from and after the Effective Date and (ii) the Pension Plans are underfunded as of the Effective Date, release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, from any liability as a fiduciary of the Pension Plans, under any law, government policy or regulatory provision, (b) enjoin or preclude the Pension Benefit Guaranty Corporation from enforcing such liability against such non-Debtor Entity during the applicable statute of limitations period set forth in 29 U.S.C. § 1303 following any such termination, or (c) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim. In addition to, and not in any way limiting the foregoing, each holder of an Allowed WMB Senior Notes Claim and each Accepting Non-Filing WMB Senior Notes Holder shall be deemed to have released the Debtors, the Reorganized Debtors, the Liquidating Trustee, and each of their respective Related Persons from any and all direct and derivative claims arising from or related to such holder’s WMB Senior Notes, as well as any misrepresentation or other similar claim for damages arising from the purchase or sale of such holder’s WMB Senior Notes (including, without limitation, any Section 510(b) Subordinated WMB Notes Claims that such holder may have).

“43.7 Injunction Related to Releases. Except as provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, as of the Effective Date, (i) all Entities that hold, have held, or may hold a Released Claim or Equity Interest relating to any of the Debtors or the Reorganized Debtors or any of their respective assets, property and estates, that is released pursuant to Section 43.6 of the Plan, (ii) all other parties in interest, and (iii) each of the Related Persons of each of the foregoing entities, are, and shall be, permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any of the following actions, whether directly or indirectly, derivatively or otherwise, on account of or based on the subject matter of such discharged Released Claims or such Equity Interests: (i) commencing, conducting or

continuing in any manner, directly or indirectly, any suit, action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including, without limitation, any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order; (iii) creating, perfecting or in any way enforcing in any matter, directly or indirectly, any Lien; (iv) setting off, seeking reimbursement or contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation owed to any Entity released under Section 43.6 hereof; and (v) commencing or continuing in any manner, in any place of any judicial, arbitration or administrative proceeding in any forum, that does not comply with or is inconsistent with the provisions of the Global Settlement Agreement, the Plan or the Confirmation Order.

“43.8 Exculpation. The Released Parties, members of the Plan Administration Committee and Plan Investment Committee of the WaMu Savings Plan, and each of their Related Persons shall not have or incur any liability to any Entity for any act taken or omitted to be taken in connection with the Chapter 11 Cases (including any actions taken by the Creditors’ Committee after the Effective Date), the formulation, preparation, dissemination, implementation, confirmation or approval of the Plan or any compromises or settlements contained therein, the Disclosure Statement related thereto, the Global Settlement Agreement, or any contract, instrument, release or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the Plan and the Global Settlement Agreement; provided, however, that the foregoing provisions of this Section 43.8 shall not affect the liability of any Entity that otherwise would result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted gross negligence or willful misconduct. Any of the foregoing parties in all respects shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.”

If you do not object to the Plan or if your objections are overruled, you will be bound by the confirmation of the Plan, and the Confirmation Order will make binding the releases and injunctions set forth therein as they relate to certain of the Released Parties. In addition, if you do not opt out of granting the releases on your Ballot as they relate to the opt-out Released Parties set forth in Section 43.6 of the Plan, the Confirmation Order ~~will~~may, nonetheless, make binding the releases and injunctions set forth therein. However, be advised that the Debtors, at the Confirmation Hearing, intend to seek enforcement of the releases, injunction and exculpation contained in the Global Settlement Agreement and in Section 43.6, 43.7 and 43.8 of the Plan as to all parties, regardless of whether you elect to opt out.

DATED: ~~June~~October __, 2010
 Wilmington, Delaware

RICHARDS, LAYTON & FINGER, P.A. One Rodney Square 920 North King Street Wilmington, Delaware 19801 Telephone: (302) 651-7700 Facsimile: (302) 651-7701	WEIL, GOTSHAL & MANGES LLP 767 Fifth Avenue New York, New York 10153 Telephone: (212) 310-8000 Facsimile: (212) 310-8007
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Attorneys for Debtors
 and Debtors in Possession

Exhibit 4-1

General Ballot for Class 12

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

-----X
In re: : **Chapter 11**
: :
WASHINGTON MUTUAL, INC., et al.,⁵ : **Case No. 08-12229 (MFW)**
: :
Debtors. : **(Jointly Administered)**
: :
-----X

**BALLOT FOR CLASS 12
(GENERAL UNSECURED CLAIMS)**

Name of Debtor Entities and Case Numbers

WMI Investment Corp.	08-12228 (MFW)	Washington Mutual, Inc.	08-12229 (MFW)
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Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “**Debtors**”), each of which is identified above, are soliciting votes with respect to the ~~Third~~[Sixth](#) Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of ~~June 2,~~[October 6,](#) 2010 (as it may be further amended, the “**Plan**”), from the holders of certain impaired claims against the Debtors. The Plan is attached as [Exhibit A](#) to the Disclosure Statement for the Plan (as it may be amended, the “**Disclosure Statement**”). All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to such terms in the Plan.

If you are, as of ~~June 3,~~[October 18,](#) 2010, the holder of a General Unsecured Claim, please use this Ballot to cast your vote to accept or reject the Plan. The United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) has approved the Disclosure Statement, which provides information to assist you in deciding how to vote on the Plan. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. If you have any questions on how to properly complete this Ballot, please contact Kurtzman Carson Consultants LLC (the “**Voting Agent**”) at ~~(866) 381-9100-888~~ [830-4644](#). Please be advised that Kurtzman Carson Consultants LLC cannot provide legal advice.

[Please note that the Debtors consented to, and the Bankruptcy Court directed, the appointment by the United States Trustee for the District of Delaware of Joshua R. Hochberg as examiner to conduct an investigation of the Debtors. The examiner will prepare a report summarizing its findings and such report, with the exception of any confidential information contained therein, will be made publicly available at \[www.kccllc.net/wamu\]\(http://www.kccllc.net/wamu\) prior to the deadline to vote on the Plan.](#)

⁵ 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 925 Fourth Avenue, Seattle, Washington 98104.

IMPORTANT

You should review the Disclosure Statement and the Plan (including the Global Settlement Agreement) before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your claim or claims under the Plan.

All of your General Unsecured Claims against the Debtors have been placed in Class 12 under the Plan. If you hold claims in more than one class under the Plan, you will receive a Ballot for each class in which you are entitled to vote and must complete a separate Ballot for each such class of claims.

VOTING DEADLINE: 5:00 P.M. (Pacific Time) on ~~July 21,~~November 15, 2010.

In order for your vote to be counted, the Ballot must be properly completed, signed, and returned so that it is actually received by the Voting Agent, Kurtzman Carson Consultants LLC, by no later than 5:00 p.m. (Pacific Time) on ~~July 21,~~November 15, 2010, unless such time is extended by the Debtors. Please mail or deliver your Ballot to: Washington Mutual Ballot Processing, c/o Kurtzman Carson Consultants, 2335 Alaska Avenue, El Segundo, California 90245. **BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS OF TRANSMISSION.**

If your Ballot is not received by the Voting Agent on or before the Voting Deadline and such deadline is not extended by the Debtors, your vote will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on you whether or not you vote.

Your receipt of this Ballot does not signify that your claim(s) has been or will be allowed.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. REVIEW ITEM 1.
2. COMPLETE ITEM 2.
3. COMPLETE ITEM 3. NOTE THAT THIS ITEM IS OPTIONAL.
4. COMPLETE ITEM 4. NOTE THAT THIS ITEM IS OPTIONAL.
5. COMPLETE ITEM 5. NOTE THAT THIS ITEM IS OPTIONAL.
1. COMPLETE AND SIGN THE IRS FORM W-9 OR W-8 REQUESTED IN ITEM 6.
2. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM ~~6-7~~.
3. **SIGN THE BALLOT.**
4. RETURN THE BALLOT IN THE PRE-ADDRESSED POSTAGE-PAID ENVELOPE (SO THAT IT IS RECEIVED BEFORE THE VOTING DEADLINE).
5. YOU MUST VOTE THE FULL AMOUNT OF THE ALLOWED PREPETITION CLAIM COVERED BY THIS BALLOT EITHER TO ACCEPT OR TO REJECT THE PLAN. YOU MAY NOT SPLIT YOUR VOTE.
6. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, WILL BE COUNTED AS AN ACCEPTANCE OF THE PLAN.

This Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than to cast votes to accept or reject the Plan.

**VOTING INSTRUCTIONS FOR COMPLETING THE BALLOT
FOR HOLDERS OF CLASS 12 (GENERAL UNSECURED CLAIMS)**

1. This Ballot is submitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan will be accepted by Class 12 if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class 12 that actually vote on the Plan. In the event that Class 12 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the holders of Claims in Class 12 and all other Classes of Claims or Equity Interests rejecting the Plan, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Equity Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby, and may be bound to the releases contained therein.
3. **Complete, sign, and return this Ballot to Kurtzman Carson Consultants LLC so that it is received by the Voting Agent by no later than 5:00 p.m. (Pacific Time) on ~~July 21~~, November 15, 2010 (the “Voting Deadline”), unless such time is extended in writing by the Debtors.** Ballots must be delivered either by mail with the enclosed envelope or by hand delivery or overnight courier to the Voting Agent at the following address:

Washington Mutual Ballot Processing
c/o Kurtzman Carson Consultants
2335 Alaska Avenue
El Segundo, California 90245

Ballots will not be accepted by telecopy, facsimile, e-mail or other electronic means of transmission.

4. To properly complete the Ballot, you must follow the procedures described below:
 - a. if you have a Claim in Class 12, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;
 - b. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act);
 - c. if you also hold Claims in a Class other than Class 12, you may receive more than one Ballot, labeled for a different Class of Claims. Your vote will be counted in determining acceptance or rejection of the Plan by a particular Class of Claims only if you complete, sign, and return the Ballot labeled for that Class of Claims in accordance with the instructions on that Ballot;
 - d. if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;

- e. provide your name and mailing address;
- f. sign and date your Ballot, and provide the remaining information requested; and
- g. return your Ballot using the enclosed pre-addressed return envelope.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR IF YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT ~~(866) 381-9100~~; [888\) 830-4644](tel:888-830-4644). COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT WWW.KCCLLC.NET/WAMU. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

ITEM 1. Amount of General Unsecured Claim. The face amount of your claim for voting purposes is:

\$ _____

ITEM 2. Vote on the Plan. The undersigned holder of a General Unsecured Claim in the amount identified in Item 1 above hereby votes to:

- Check one box: Accept the Plan
 Reject the Plan

ITEM 3. OPTIONAL – Opt-Out Election. By checking the box below, you elect NOT to grant the releases contained in Section 43.6 of the Plan as they relate to the opt-out release parties set forth in Section 43.6 of the Plan. Election to withhold consent is at your option. **Please be advised that if you elect NOT to grant the releases, you WILL NOT be entitled to a distribution under the Plan.** If you submit your Ballot without this box checked, you will be deemed to consent to the release. However, be advised that the Debtors, at the Confirmation Hearing, intend to seek enforcement of the releases, injunction, and exculpation contained in Sections 43.6, 43.7, and 43.8 of the Plan as to all parties regardless of whether you elect to opt out.

- Check the box: Elect to opt out

ITEM 4. OPTIONAL – Unsecured Convenience Class Election. By checking the box below, you elect to have your Claim reduced to \$50,000 and to be treated as a Convenience Claim against the Debtors, meaning that your Claim will be paid on the later of the Effective Date of the Plan, or the date such Convenience Claim becomes an Allowed Claim under the Plan, or as soon thereafter as is practicable, in Cash the full amount of such Allowed Convenience Claim. **If you elect to have your claim be treated as a Convenience Claim, ~~your claim~~ (i) you will be deemed to ~~vote~~ have voted in favor of the Plan and the releases contained therein; regardless of your elections in Items 2 and 3 above and (ii) you will be paid in full in Cash, and any election to receive Reorganized Common Stock in Item 5 below will be disregarded.**

- Check the box: Elect to have Claim treated as a Convenience Claim

ITEM 5. OPTIONAL – Exchange Election.

Commencing on the Effective Date, and subject to (a) the right of election described in the Plan and (b) the provisions of Section 32.1(a) of the Plan with respect to a Retention/Sale Transaction, each holder of an Allowed General Unsecured Claim shall be entitled to receive on account of such holder's Allowed General Unsecured Claim and Postpetition Interest Claim distributions in an aggregate amount equal to:

- (i) such holder's *pro rata* share of Creditor Cash, and
- (ii) such holder's *pro rata* share of Liquidating Trust Interests, in an aggregate amount equal to (a) such holder's Allowed General Unsecured Claim and (b) in the event that all Allowed Claims are paid in full, such holder's Postpetition Interest Claim.

Notwithstanding the foregoing, the Plan provides that each holder of an Allowed General Unsecured Claim shall be provided the right to elect, in its sole and absolute discretion, to receive Reorganized Common Stock (subject to adjustment based upon the amount of Reorganized Common Stock elected by holders of Allowed Senior Notes Claims and subject to dilution on account of the Rights Offering), in lieu of some or all of the Creditor Cash or Cash on account of Liquidating Trust Interests, as the case may be, that such holder otherwise is entitled to receive pursuant to the Plan. If you would like to make such an election, complete the information below.

- Check the box: Elect to receive Reorganized Common Stock in lieu of Creditor Cash

_____ % of such holder's *pro rata* share of Creditor Cash to be distributed as Reorganized Common Stock

- Check the box: Elect to receive Reorganized Common Stock in lieu of Cash to be received on account of Liquidating Trust Interests

_____ % of such holder's *pro rata* share of Liquidating Trust Interests to be distributed as Reorganized Common Stock

NOTE: To the extent a holder of an Allowed General Unsecured Claim receives Reorganized Common Stock, such holder's distribution of Creditor Cash or Cash to be received on account of Liquidating Trust Interests, as the case may be, shall be reduced on a dollar-for-dollar basis by the value of the Reorganized Common Stock so received (valued as of the Effective Date), so that the ultimate recovery percentage for each holder of an Allowed General Unsecured Claim is the same, regardless of whether a holder receives Reorganized Common Stock. Failure by any holder of an Allowed General Unsecured Claim to elect to exercise rights of election provided in the Plan and as described herein on or before the Voting Deadline shall constitute a deemed waiver and relinquishment of such rights by such holder. Any election made after the Voting Deadline shall not be binding upon the Debtors unless the Voting Deadline is waived, in writing, by the Debtors; provided, however, that under no circumstance may such waiver by the Debtors occur on or after the Effective Date. Any holder of an Allowed General Unsecured Claim electing to receive Reorganized Common Stock shall be subject to, and bound by, ~~a shareholders' a registration rights agreement, if any, and a registration rights agreement, if any, forms~~ a form of which will be filed with the Bankruptcy Court prior to the Voting Deadline.

NOTE: In the event that, as of the Effective Date, the Debtors have determined to enter into a Retention/Sale Transaction, all elections to receive Reorganized Common Stock shall be deemed null and void and of no force or effect and no Reorganized Common Stock shall be issued pursuant to the Plan.

ITEM 6. Important Tax Information Required – Potential Withholding. Distributions to holders of Claims by the Debtors or the Liquidating Trustee, and any subsequent amounts received by the Liquidating Trust allocable to a holder, are subject to any applicable tax withholding.

Under U.S. federal income tax law, interest and other reportable payments may, under certain circumstances, be subject to "backup withholding" at the then applicable backup withholding rate (currently 28%). Backup withholding generally applies if the holder (a) fails to furnish its social security number or other taxpayer identification number ("**TIN**"), (b) furnishes an incorrect TIN, (c) fails properly to report interest or dividends, or (d) under certain circumstances, fails to provide a certified statement, signed under penalty of perjury, that the TIN provided is its correct number and that it is a United States person that is not subject to backup withholding. Backup withholding is not an additional tax but merely an advance payment, which may be refunded to the extent it results in an overpayment of tax and the appropriate information is supplied to the IRS. Certain persons are exempt from backup withholding, including, in certain circumstances, corporations and financial institutions.

In addition, in the case of any Liquidating Trust Beneficiaries that are *not* U.S. persons, the Liquidating Trustee may be required to withhold up to 30% of the income or proceeds allocable to such persons, depending on the circumstances (including whether the type of income is subject to a lower treaty rate). Such withholding is not dependent on the Liquidating Trust distributing any cash or other proceeds.

To avoid unnecessary withholding, **each U.S. holder is required to properly complete and return the Substitute Form W-9 included at the end of this Ballot**, certifying that such holder is a U.S. person, that the TIN provided is correct, and that such holder is not subject to backup withholding, as per its instructions. Exempt persons should indicate their exempt status on the Substitute Form W-9 as per its instructions. **Each non-U.S. holder is required complete and return the applicable IRS Form W-8 (W-8BEN, W-8ECI or W-8IMY, as applicable), signed under penalties of perjury, certifying the holder's foreign status. These forms may be obtained from the IRS website (<http://www.irs.gov>).** Holders should consult their tax advisors as to any qualification for exemption from backup withholding, or a lower rate of U.S. withholding under an applicable treaty or exemption, and the procedure for obtaining such exemption.

ITEM 7. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges that the undersigned has been provided with a copy of the Disclosure Statement, including all exhibits thereto. The undersigned certifies that (i) it is the holder of the General Unsecured Claim identified in Item 1 above as of ~~June 3, October 18,~~ 2010 and (ii) it has full power and authority to vote to accept or reject the Plan. The undersigned further acknowledges that the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement and the order of the Bankruptcy Court approving the Disclosure Statement and the procedures for the solicitation of votes to accept or reject the Plan contained therein. The undersigned further acknowledges that by voting to accept the Plan, any holder of a Claim against the Debtors is affirmatively agreeing to the various release and exculpation provisions of the Plan, which appear principally in Article 43 of the Plan and provide as follows:

“43.6 Releases by Holders of Claims and Equity Interests. Except as otherwise expressly provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, and except with respect to holders of WMB Senior Notes Claims and Non-Filing WMB Senior Note Holders who do not check the box labeled “Grant Plan Section 43.6 Release”, on the Effective Date, for good and valuable consideration, each Entity that has held, currently holds or may hold a Released Claim or any Equity Interest that is terminated, and each of its respective Related Persons, on their own behalf and on behalf of anyone claiming through them, on their behalf, or for their benefit, shall be deemed to have and hereby does irrevocably and unconditionally, fully, finally and forever waive, release, acquit and discharge each and all of the Released Parties from any and all Released Claims in connection with or related to any of the Debtors, the Reorganized Debtors, the Affiliated Banks, or their respective subsidiaries, assets, liabilities, operations, property or estates, the Chapter 11 Cases or the Plan or the Disclosure Statement, the assets to be received by JPMC pursuant to the Global Settlement Agreement, the Plan Contribution Assets, the Debtors’ Claims, the JPMC Claims, the FDIC Claim, the Purchase and Assumption Agreement, the WMI/WMB Intercompany Claims, any intercompany claims on the books of WMI or WMB related to the WaMu Pension Plan or the Lakeview Plan, claims related in any way to the Trust Preferred Securities (including, without limitation, the creation of the Trust Preferred Securities, the financing associated therewith, the requested assignment of the Trust Preferred Securities by the Office of Thrift Supervision and the transfer and the asserted assignment of the Trust Preferred Securities subsequent thereto), and/or any claim, act, fact, transaction, occurrence, statement, or omission in connection with or alleged in the Actions or in the Texas Litigation, or that could have been alleged in respect of the foregoing or other similar proceeding, including, without limitation, any such claim demand, right, liability, or cause of action for indemnification, contribution or any other basis in law or equity for damages, costs or fees incurred by the releasors herein arising directly or indirectly from or otherwise relating thereto; provided, however, that each Entity that has submitted a Ballot may elect, by checking the appropriate box on its Ballot, not to grant the releases set forth in Section 43.6 of the Plan with respect to those Released Parties other than (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Trustees, and (iv) the Creditors’ Committee and its members in such capacity and for their actions as members, their respective Related Persons, and their respective predecessors, successors and assigns (whether by operation of law or otherwise), in which case, such Entity that so elects to not grant the releases will not receive a distribution hereunder; and provided, further, that, because the Plan and the Global Settlement Agreement, and the financial contributions contained therein, are conditioned upon the aforementioned releases, and, as such, these releases are essential for the successful reorganization of the Debtors, pursuant to the Confirmation Order, those Entities that opt out of the releases provided hereunder shall be bound and shall receive the distributions they otherwise would be entitled to receive pursuant to the Plan; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, in connection with any legal action or claim brought by the United States Securities and Exchange Commission or (b) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) to the extent that (i) the Pension Plans are terminated from and after the Effective Date and (ii) the Pension Plans are underfunded as of the Effective Date, release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, from any liability as a fiduciary of the Pension Plans, under any law, government policy or regulatory provision, (b) enjoin or preclude the Pension Benefit Guaranty Corporation from enforcing such liability against such non-Debtor Entity during the applicable statute of limitations period set forth in 29 U.S.C. § 1303 following any such termination, or (c) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim. In addition to, and not in any way limiting the foregoing, each holder of an Allowed WMB Senior Notes Claim and each Accepting Non-Filing WMB Senior Notes Holder shall be deemed to have released the Debtors, the Reorganized Debtors, the Liquidating Trustee, and each of their respective Related Persons from any and all direct and derivative claims arising from or related to such holder’s WMB Senior Notes, as well as any misrepresentation or other similar claim for damages arising from the purchase or sale of such holder’s WMB Senior Notes (including, without limitation, any Section 510(b) Subordinated WMB Notes Claims that such holder may have).

“43.7 Injunction Related to Releases. Except as provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, as of the Effective Date, (i) all Entities that hold, have held, or may hold a Released Claim or Equity Interest relating to any of the Debtors or the Reorganized Debtors or any of their respective assets, property and estates, that is released pursuant to Section 43.6 of the Plan, (ii) all other parties in interest, and (iii) each of the Related Persons of each of the foregoing entities, are, and shall be, permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any of the following actions, whether directly or indirectly, derivatively or otherwise, on account of or based on the subject matter of such discharged Released Claims or such Equity Interests: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including, without limitation, any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order; (iii) creating, perfecting or in any way enforcing in any matter, directly or indirectly, any Lien; (iv) setting off, seeking reimbursement or contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation owed to any Entity released under Section 43.6 hereof; and (v) commencing or continuing in any manner, in any place of any judicial, arbitration or administrative proceeding in any forum, that does not comply with or is inconsistent with the provisions of the Global Settlement Agreement, the Plan or the Confirmation Order.

“43.8 Exculpation. The Released Parties, members of the Plan Administration Committee and Plan Investment Committee of the WaMu Savings Plan, and each of their Related Persons shall not have or incur any liability to any Entity for any act taken or omitted to be taken in connection with the Chapter 11 Cases (including any actions taken by the Creditors’ Committee after

the Effective Date), the formulation, preparation, dissemination, implementation, confirmation or approval of the Plan or any compromises or settlements contained therein, the Disclosure Statement related thereto, the Global Settlement Agreement, or any contract, instrument, release or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the Plan and the Global Settlement Agreement; provided, however, that the foregoing provisions of this Section 43.8 shall not affect the liability of any Entity that otherwise would result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted gross negligence or willful misconduct. Any of the foregoing parties in all respects shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan."

Print or Type Name of Claimant: _____

Last Four (4) Digits of Social Security
or Federal Tax I.D. No. of Claimant: _____

Signature: _____

Name of Signatory (if different than claimant): _____

If by Authorized Agent, Title of Agent: _____

Street Address: _____

City, State and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

TO BE COMPLETED BY ALL U.S. HOLDERS

PAYOR:

<p><u>SUBSTITUTE</u></p> <p><u>Form W-9</u></p> <p><u>Department of the Treasury</u> <u>Internal Revenue Service</u> <u>(IRS)</u></p> <p><u>Request for Taxpayer</u> <u>Identification Number</u> <u>(TIN) and Certification</u></p>	<p>Name:</p> <p>_____</p> <p>Address:</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Check appropriate box:</p> <p>Individual/Sole Proprietor <input type="checkbox"/></p> <p>Partnership <input type="checkbox"/></p> <p>Limited Liability Company <input type="checkbox"/></p> <p>enter tax classification: (D = Disregarded entity, C = Corporation, P = Partnership)</p> <p>Corporation <input type="checkbox"/></p> <p>Other (specify) <input type="checkbox"/></p> <p>_____</p> <p>_____</p>
	<p>PART I. Please provide your taxpayer identification number in the space at right. If awaiting TIN, write "Applied For" in space at right and complete the Certificate of Awaiting Taxpayer Identification Number below.</p>	<p align="center">SSN or EIN:</p> <p>_____</p>
	<p>PART II: For Payees exempt from backup withholding, see the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" and complete as instructed therein. Exempt from Backup Withholding <input type="checkbox"/></p>	
	<p>PART III: CERTIFICATION Under penalties of perjury, I certify that:</p> <p>(1) _____ The number shown on this form is my correct Taxpayer Identification Number (or, as indicated, I am waiting for a number to be issued to me);</p> <p>(2) _____ I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and</p> <p>(3) _____ I am a U.S. citizen or other U.S. person (including a U.S. resident alien).</p> <p>Certification Instructions—You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because you have failed to report all interest or dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding you received another notification from the IRS that you are no longer subject to backup withholding, do not cross out item (2).</p>	
<p>Signature: _____ Date: _____, 2009</p>		

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE
IF YOU WROTE "APPLIED FOR" IN PART I
OF THIS SUBSTITUTE FORM W-9 CERTIFICATE

<p><u>CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER</u></p> <p>I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (a) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office or (b) I intend to mail or deliver an application in the near future. I understand that if I do not provide my Taxpayer Identification Number by the time of payment, 28% of all reportable payments made to me will be withheld.</p> <p>Signature: _____ Date: _____</p>

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF 28% OF ANY PAYMENTS MADE TO YOU PURSUANT TO PLAN. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9

Guidelines for Determining the Proper Identification Number to Give the Payer—Social Security numbers have nine digits separated by two hyphens: i.e., 000-00-0000. Employer identification numbers have nine digits separated by only one hyphen: i.e., 00-0000000. The table below will help determine the number to give the payer.

<u>For this type of account</u>	<u>Give the SOCIAL SECURITY number of:</u>	<u>For this type of account</u>	<u>Give the EMPLOYER IDENTIFICATION number of:</u>
<u>1. An individual</u>	<u>The individual</u>	<u>6. Sole proprietorship or disregarded entity not owned by an individual</u>	<u>The owner</u>
<u>2. Two or more individuals (joint account)</u>	<u>The actual owner of the account or, if combined funds, the first individual on the account(1)</u>	<u>7. A valid trust, estate, or pension trust</u>	<u>The legal entity(4)</u>
<u>3. Custodian account of a minor (Uniform Gift to Minors Act)</u>	<u>The minor(2)</u>	<u>8. Corporate or LLC electing corporate status on Form 8832</u>	<u>The corporation</u>
<u>4. a. The usual revocable savings trust (grantor is also trustee)</u>	<u>The grantor-trustee(1)</u>	<u>9. Association, club, religious, charitable, educational or other tax exempt organization</u>	<u>The organization</u>
<u>b. So-called trust account that is not a legal or valid trust under state law</u>	<u>The actual owner(1)</u>	<u>10. Partnership or multimember LLC</u>	<u>The partnership</u>
<u>5. Sole proprietorship or disregarded entity owned by an individual</u>	<u>The owner(3)</u>	<u>11. A broker or registered nominee</u>	<u>The broker or nominee</u>
		<u>12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district or prison) that receives agricultural program payments</u>	<u>The public entity</u>

(1) List first and circle the name of the person whose number you furnish. If only one person on a joint account has a social security number, that person's number must be furnished.

(2) Circle the minor's name and furnish the minor's social security number.

(3) If you are an individual, you must show your individual name and you may also enter your business or "DBA" name on the second line. You may use either your social security number or employer identification number (if you have one), but the IRS encourages you to use your social security number.

(4) List first and circle the name of the trust, estate or pension trust. (Do not furnish the identifying number of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

How to Obtain a TIN

If you do not have a taxpayer identification number or you do not know your number, obtain Form SS-5, Application for a Social Security Number Card, at the local office of the Social Security Administration (or the website www.ssa.gov) and apply for a social security number, or obtain Form W-7, Application for IRS Individual Taxpayer Identification Number, or Form SS-4, Application for Employer Identification Number, at the local office of the Internal Revenue Service (“IRS”) (or the website www.irs.gov) and apply for an individual taxpayer identification number or employer identification number, as applicable.

CAUTION: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Payees Exempt from Backup Withholding

Payees specifically exempted from backup withholding on all payments include the following:

1. An organization exempt from tax under section 501(a) of the Internal Revenue IRC of 1986, as amended (the “IRC”), an individual retirement plan, or a custodial account under section 403(b)(7) of the IRC if the account satisfies the requirements of section 401(f)(2) of the IRC.
2. The United States or any of its agencies or instrumentalities.
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
4. A foreign government or any of its political subdivisions, agencies or instrumentalities.
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation.
7. A foreign central bank of issue.
8. A dealer in securities or commodities required to register in the United States, the District of Columbia or a possession of the United States.
9. A futures commission merchant registered with the Commodity Futures Trading Commission.
10. A real estate investment trust.
11. An entity registered at all times during the tax year under the Investment Company Act of 1940, as amended.
12. A common trust fund operated by a bank under section 584(a) of the IRC.
13. A financial institution.
14. A middleman known in the investment community as a nominee or custodian.
15. A trust exempt from tax under section 664 of the IRC or described in section 4947 of the IRC.

Payments of dividends and patronage dividends not generally subject to backup withholding include the following:

- Payments to nonresident aliens subject to withholding under section 1441 of the IRC.

- Payments to partnerships not engaged in a trade or business in the United States and that have at least one non-resident alien partner.
- Payments of patronage dividends not paid in money.
- Payments made by certain foreign organizations.

The chart below shows two of the types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

<u>IF the payment is for ...</u>	<u>THEN the payment is exempt for ...</u>
<u>Interest and dividend payments</u>	<u>All exempt recipients except for 9</u>
<u>Broker transactions</u>	<u>Exempt recipients 1 through 13; also, a person who regularly acts as a broker and who is registered under the Investment Advisers Act of 1940, as amended</u>

Exempt payees should file the Substitute Form W-9 to avoid possible erroneous backup withholding. ENTER YOUR NAME ON THE APPROPRIATE LINE AND CHECK THE APPROPRIATE BOX FOR YOUR STATUS, THEN CHECK THE “EXEMPT PAYEE” BOX, SIGN AND DATE THE FORM, AND RETURN IT TO THE PAYER. Foreign payees who are not subject to backup withholding should complete the appropriate IRS Form W-8 and return it to the payer.

Privacy Act Notice

Section 6109 of the IRC requires most recipients of dividend, interest or other payments to give their correct taxpayer identification numbers to payers who must report the payments to the IRS. The IRS uses the numbers for identification purposes and to help verify the accuracy of tax returns. It may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia and U.S. possessions to carry out their tax laws. It may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, and to federal law enforcement and intelligence agencies to combat terrorism.

Payees must provide payers with their taxpayer identification numbers whether or not they are required to file tax returns. Payers must generally withhold 28% of taxable interest, dividend and certain other payments to a payee who does not furnish a taxpayer identification number to a payer. Certain penalties may also apply.

Penalties

1. **Penalty for Failure to Furnish Taxpayer Identification Number** — If you fail to furnish your correct taxpayer identification number to a payer, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.
2. **Civil Penalty for False Information With Respect to Withholding** — If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of \$500.
3. **Criminal Penalty for Falsifying Information** — Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.
4. **Misuse of TINs** — If the requestor discloses or uses TINs in violation of federal law, the requestor may be subject to civil and criminal penalties.

FOR ADDITIONAL INFORMATION, CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE.

Exhibit 4-2

General Ballot for ~~Class 17~~Classes 14 and 15

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

-----X
 :
In re: : **Chapter 11**
 :
WASHINGTON MUTUAL, INC., et al.,⁶ : **Case No. 08-12229 (MFW)**
 :
Debtors. : **(Jointly Administered)**
 :
 -----X

BALLOT FOR CLASS 17
(NON-SUBORDINATED BANK BONDHOLDER ⁷
(CCB-[] GUARANTEES CLAIMS) (CUSIP NO.)

Name of Debtor Entities and Case Numbers

WMI Investment Corp.	08-12228 (MFW)	Washington Mutual, Inc.	08-12229 (MFW)
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Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “*Debtors*”), each of which is identified above, are soliciting votes with respect to the ~~Third~~^{Sixth} Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of ~~June 2,~~^{October 6,} 2010 (as it may be further amended, the “*Plan*”), from the holders of certain impaired claims against the Debtors. The Plan is attached as Exhibit A to the Disclosure Statement for the Plan (as it may be amended, the “*Disclosure Statement*”). All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to such terms in the Plan.

If you are, as of October 18, 2010, the ~~date that you filed your proof of claim, a holder of a Non-Subordinated Bank Bondholder Claim~~^{holder of a CCB-[] Guarantees Claim}, please use this Ballot to cast your vote to accept or reject the Plan. The United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”) has approved the Disclosure Statement, which provides information to assist you in deciding how to vote on the Plan. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. If you have any questions on how to properly complete this Ballot, please contact Kurtzman Carson Consultants LLC (the “*Voting Agent*”) at (888) 830-4644. Please be advised that Kurtzman Carson Consultants LLC cannot provide legal advice.

Please note that the Debtors consented to, and the Bankruptcy Court directed, the appointment by the United States Trustee for the District of Delaware of Joshua R. Hochberg as examiner to conduct an investigation of the Debtors. The examiner will prepare a report summarizing its findings and such report, with the exception of any confidential information contained therein, will be made publicly available at www.kccllc.net/wamu prior to the deadline to vote on the Plan.

⁶ 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 925 Fourth Avenue, Seattle, Washington 98104.

⁷ [Note: This Ballot will be individualized for holders of: Allowed CCB-1 Guarantees Claims and Allowed CCB-2 Guarantees Claims in classes 14 and 15, respectively.]

IMPORTANT

You should review the Disclosure Statement and the Plan (including the Global Settlement Agreement) before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your claim or claims under the Plan.

All of your CCB-[] Guarantees Claims against the Debtors have been placed in Class ___ under the Plan. If you hold claims in more than one class under the Plan, you will receive a Ballot for each class in which you are entitled to vote and must complete a separate Ballot for each such class of claims.

VOTING DEADLINE: 5:00 P.M. (Pacific Time) on November 15, 2010.

In order for your vote to be counted, the Ballot must be properly completed, signed, and returned so that it is actually received by the Voting Agent, Kurtzman Carson Consultants LLC, by no later than 5:00 p.m. (Pacific Time) on November 15, 2010, unless such time is extended by the Debtors. Please mail or deliver your Ballot to: Washington Mutual Ballot Processing, c/o Kurtzman Carson Consultants, 2335 Alaska Avenue, El Segundo, California 90245. BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Ballot is not received by the Voting Agent on or before the Voting Deadline and such deadline is not extended by the Debtors, your vote will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on you whether or not you vote.

Your receipt of this Ballot does not signify that your claim(s) has been or will be allowed.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

- 1. REVIEW ITEM 1.**
- 2. COMPLETE ITEM 2.**
- 3. COMPLETE ITEM 3.**
- 4. COMPLETE ITEM 4. NOTE THAT THIS ITEM IS OPTIONAL.**
- 5. COMPLETE ITEM 5. NOTE THAT THIS ITEM IS OPTIONAL..**
- 6. COMPLETE AND SIGN THE IRS FORM W-9 OR W-8 REQUESTED IN ITEM 6.**
- 7. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 7.**
- 8. SIGN THE BALLOT.**
- 9. RETURN THE BALLOT IN THE PRE-ADDRESSED POSTAGE-PAID ENVELOPE (SO THAT IT IS RECEIVED BEFORE THE VOTING DEADLINE).**
- 10. YOU MUST VOTE THE FULL AMOUNT OF THE ALLOWED CLAIM COVERED BY THIS BALLOT EITHER TO ACCEPT OR TO REJECT THE PLAN. YOU MAY NOT SPLIT YOUR VOTE.**
- 11. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, WILL BE COUNTED AS AN ACCEPTANCE OF THE PLAN.**

This Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than to cast votes to accept or reject the Plan.

**VOTING INSTRUCTIONS FOR COMPLETING THE BALLOT
FOR HOLDERS OF CLASS [] (CCB-[] GUARANTEES CLAIMS)**

1. This Ballot is submitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan will be accepted by Class ___ if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class ___ that actually vote on the Plan. In the event that Class ___ rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the holders of Claims in Class ___ and all other Classes of Claims or Equity Interests rejecting the Plan, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Equity Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby, and may be bound to the releases contained therein.
3. **Complete, sign, and return this Ballot to Kurtzman Carson Consultants LLC so that it is received by the Voting Agent by no later than 5:00 p.m. (Pacific Time) on November 15, 2010 (the “Voting Deadline”), unless such time is extended in writing by the Debtors.** Ballots must be delivered either by mail with the enclosed envelope or by hand delivery or overnight courier to the Voting Agent at the following address:

Washington Mutual Ballot Processing
c/o Kurtzman Carson Consultants
2335 Alaska Avenue
El Segundo, California 90245

Ballots will not be accepted by telecopy, facsimile, e-mail or other electronic means of transmission.

4. To properly complete the Ballot, you must follow the procedures described below:
 - a. if you have a Claim in Class ___, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;
 - b. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act);
 - c. if you also hold Claims in a Class other than Class ___, you may receive more than one Ballot, labeled for a different Class of Claims. Your vote will be counted in determining acceptance or rejection of the Plan by a particular Class of Claims only if you complete, sign, and return the Ballot labeled for that Class of Claims in accordance with the instructions on that Ballot;

d. if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;

e. provide your name and mailing address;

f. sign and date your Ballot, and provide the remaining information requested; and

g. return your Ballot using the enclosed pre-addressed return envelope.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR IF YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT (888) 830-4644. COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT WWW.KCCLLC.NET/WAMU. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

ITEM 1. Amount of CCB-[] Guarantees Claim. The face amount of your claim for voting purposes is: \$ _____.

ITEM 2. Vote on the Plan. The undersigned holder of a CCB-[] Guarantees Claim in the amount identified in Item 1 above hereby votes to:

Check one box: Accept the Plan

Reject the Plan

ITEM 3. OPTIONAL – Opt-Out Election. By checking the box below, you elect NOT to grant the releases contained in Section 43.6 of the Plan as they relate to the opt-out release parties set forth in Section 43.6 of the Plan. Election to withhold consent is at your option. **Please be advised that if you elect NOT to grant the releases, you WILL NOT be entitled to a distribution under the Plan.** If you submit your Ballot without this box checked, you will be deemed to consent to the release. However, be advised that the Debtors, at the Confirmation Hearing, intend to seek enforcement of the releases, injunction, and exculpation contained in Sections 43.6, 43.7, and 43.8 of the Plan as to all parties regardless of whether you elect to opt out.

Check the box: Elect to opt out

ITEM 4. OPTIONAL – Exchange Election.

Commencing on the Effective Date, and subject to (a) the right of election described in the Plan and (b) the provisions of Section 32.1(a) of the Plan with respect to a Retention/Sale Transaction, each holder of an Allowed CCB-[x] Guarantees Claim shall be entitled to receive on account of such Allowed CCB-[x] Guarantees Claim and Postpetition Interest Claim such holder's pro rata share of (i) Creditor Cash, and (ii) Liquidating Trust Interests, in an aggregate amount equal to (a) such holder's Allowed CCB-[x] Guarantees Claim and (b) in the event that all Allowed Claims are paid in full, such holder's Postpetition Interest Claim.

Notwithstanding the foregoing, the Plan provides that holders of Allowed CCB-[x] Guarantees Claims each shall be provided the right to elect, in their sole and absolute discretion, to receive Reorganized Common Stock (to the extent remaining after distribution to holders of Allowed Senior Notes Claims, Allowed General Unsecured Claims, and Allowed Senior Subordinated Notes Claims, subject to adjustment based upon the number of shares elected by holders of Allowed CCB-[y] Guarantees Claims, and subject to dilution on account of the Rights Offering), in lieu of some or all of the Creditor Cash or Cash on account of Liquidating Trust Interests, as the case may be, that such holder otherwise is entitled to receive pursuant to the Plan. If you would like to make such an election, complete the information below.

Check the box: Elect to receive Reorganized Common Stock in lieu of Creditor Cash

_____ % of such holder's pro rata share of Creditor Cash to be distributed as Reorganized Common Stock

Check the box: Elect to receive Reorganized Common Stock in lieu of Cash to be received on account of Liquidating Trust Interests

_____ % of such holder's pro rata share of Cash to be received on account of Liquidating Trust Interests to be distributed as Reorganized Common Stock

If the Plan and Confirmation Order provide that both (i) Reorganized Common Stock is subject to payover rights under the applicable contractual subordination provisions in the Indentures and Guarantee Agreements and (ii) such rights are exercisable individually per holder, please indicate below the percentage, if any, of such Reorganized Common Stock you would elect to receive

_____ % of such holder's pro rata share of remaining claim to be received on account of subordination and payover rights if held to be applicable and exercisable separately by each holder.

NOTE: To the extent a holder receives Reorganized Common Stock, such holder's distribution of Creditor Cash or Cash to be received on account of Liquidating Trust Interests, as the case may be, shall be reduced on a

dollar-for-dollar basis by the value of the Reorganized Common Stock so received (valued as of the Effective Date), so that the ultimate recovery percentage for each holder of an Allowed CCB-[x] Guarantees Claim is the same, regardless of whether a holder receives Reorganized Common Stock. Failure by any holder of an Allowed CCB-[x] Guarantees Claim to elect to exercise election rights on or before the Voting Deadline shall constitute a deemed waiver and relinquishment of such rights by such holder. Any election made after the Voting Deadline shall not be binding upon the Debtors unless the Voting Deadline is waived, in writing, by the Debtors; provided, however, that under no circumstance may such waiver by the Debtors occur on or after the Effective Date. Any holder electing to receive Reorganized Common Stock shall be subject to, and bound by a registration rights agreement, if any, a form of which will be filed with the Bankruptcy Court prior to the Voting Deadline if applicable.

NOTE: In the event that, as of the Effective Date, the Debtors have determined to enter into a Retention/Sale Transaction, all elections to receive Reorganized Common Stock **shall be deemed null and void and of no force or effect and no Reorganized Common Stock shall be issued pursuant to the Plan.**

Voting on the Plan or exercising an election shall not constitute or be deemed a waiver of any rights or remedies that any holder or Indenture Trustee may have with respect to subordination and subrogation rights arising under or with respect to the Senior Notes, Senior Subordinated Notes, CCB Guarantees, PIERS Common Securities and PIERS Preferred Securities, all of which rights and remedies shall be controlled and governed by the Indentures and Guarantee Agreements providing for and relating to such subordination and subrogation rights and nothing in the Plan or any annex, attachment, schedule or exhibit to the Plan, shall amend, modify or impair such rights (or any remedies in respect thereof) in any manner or fashion; provided, however, that any disagreement with the priorities or distributions set forth in the Plan or in the Subordination Model shall be raised prior to, and decided at, the Confirmation Hearing, and all issues with respect to contractual subordination and subrogation not resolved at the Confirmation Hearing shall be governed pursuant to the Subordination Model or, if the decision of the Bankruptcy Court at the Confirmation Hearing differs from the Subordination Model, then all issues with respect to contractual subordination and subrogation shall be governed pursuant to such decision.

ITEM 6. Important Tax Information Required – Potential Withholding. Distributions to holders of Claims by the Debtors or the Liquidating Trustee, and any subsequent amounts received by the Liquidating Trust allocable to a holder, are subject to any applicable tax withholding.

Under U.S. federal income tax law, interest and other reportable payments may, under certain circumstances, be subject to “backup withholding” at the then applicable backup withholding rate (currently 28%). Backup withholding generally applies if the holder (a) fails to furnish its social security number or other taxpayer identification number (“**TIN**”), (b) furnishes an incorrect TIN, (c) fails properly to report interest or dividends, or (d) under certain circumstances, fails to provide a certified statement, signed under penalty of perjury, that the TIN provided is its correct number and that it is a United States person that is not subject to backup withholding. Backup withholding is not an additional tax but merely an advance payment, which may be refunded to the extent it results in an overpayment of tax and the appropriate information is supplied to the IRS. Certain persons are exempt from backup withholding, including, in certain circumstances, corporations and financial institutions.

In addition, in the case of any Liquidating Trust Beneficiaries that are *not* U.S. persons, the Liquidating Trustee may be required to withhold up to 30% of the income or proceeds allocable to such persons, depending on the circumstances (including whether the type of income is subject to a lower treaty rate). Such withholding is not dependent on the Liquidating Trust distributing any cash or other proceeds.

To avoid unnecessary withholding, **each U.S. holder is required to properly complete and return the Substitute Form W-9 included at the end of this Ballot**, certifying that such holder is a U.S. person, that the TIN provided is correct, and that such holder is not subject to backup withholding, as per its instructions. Exempt persons should indicate their exempt status on the Substitute Form W-9 as per its instructions. **Each non-U.S. holder is required complete and return the applicable IRS Form W-8 (W-8BEN, W-8ECI or W-8IMY, as applicable), signed under penalties of perjury, certifying the holder’s foreign status.** These forms may be obtained from the IRS website (<http://www.irs.gov>). Holders should consult their tax advisors as to any qualification for exemption from backup withholding, or a lower rate of U.S. withholding under an applicable treaty or exemption, and the procedure for obtaining such exemption.

ITEM 7. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges that the undersigned has been provided with a copy of the Disclosure Statement, including all exhibits thereto. The undersigned certifies that (i) it is the holder of the CCB-[] Guarantees Claims identified in Item 1 above as of

October 18, 2010 and (ii) it has full power and authority to vote to accept or reject the Plan. The undersigned further acknowledges that the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement and the order of the Bankruptcy Court approving the Disclosure Statement and the procedures for the solicitation of votes to accept or reject the Plan contained therein. The undersigned further acknowledges that by voting to accept the Plan, any holder of a Claim against the Debtors is affirmatively agreeing to the various release and exculpation provisions of the Plan, which appear principally in Article 43 of the Plan and provide as follows:

"43.6 Releases by Holders of Claims and Equity Interests. Except as otherwise expressly provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, and except with respect to holders of WMB Senior Notes Claims and Non-Filing WMB Senior Note Holders who do not check the box labeled "Grant Plan Section 43.6 Release", on the Effective Date, for good and valuable consideration, each Entity that has held, currently holds or may hold a Released Claim or any Equity Interest that is terminated, and each of its respective Related Persons, on their own behalf and on behalf of anyone claiming through them, on their behalf, or for their benefit, shall be deemed to have and hereby does irrevocably and unconditionally, fully, finally and forever waive, release, acquit and discharge each and all of the Released Parties from any and all Released Claims in connection with or related to any of the Debtors, the Reorganized Debtors, the Affiliated Banks, or their respective subsidiaries, assets, liabilities, operations, property or estates, the Chapter 11 Cases or the Plan or the Disclosure Statement, the assets to be received by JPMC pursuant to the Global Settlement Agreement, the Plan Contribution Assets, the Debtors' Claims, the JPMC Claims, the FDIC Claim, the Purchase and Assumption Agreement, the WMI/WMB Intercompany Claims, any intercompany claims on the books of WMI or WMB related to the WaMu Pension Plan or the Lakeview Plan, claims related in any way to the Trust Preferred Securities (including, without limitation, the creation of the Trust Preferred Securities, the financing associated therewith, the requested assignment of the Trust Preferred Securities by the Office of Thrift Supervision and the transfer and the asserted assignment of the Trust Preferred Securities subsequent thereto), and/or any claim, act, fact, transaction, occurrence, statement, or omission in connection with or alleged in the Actions or in the Texas Litigation, or that could have been alleged in respect of the foregoing or other similar proceeding, including, without limitation, any such claim demand, right, liability, or cause of action for indemnification, contribution or any other basis in law or equity for damages, costs or fees incurred by the releasors herein arising directly or indirectly from or otherwise relating thereto; provided, however, that each Entity that has submitted a Ballot may elect, by checking the appropriate box on its Ballot, not to grant the releases set forth in Section 43.6 of the Plan with respect to those Released Parties other than (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Trustees, and (iv) the Creditors' Committee and its members in such capacity and for their actions as members, their respective Related Persons, and their respective predecessors, successors and assigns (whether by operation of law or otherwise), in which case, such Entity that so elects to not grant the releases will not receive a distribution hereunder; and provided, further, that, because the Plan and the Global Settlement Agreement, and the financial contributions contained therein, are conditioned upon the aforementioned releases, and, as such, these releases are essential for the successful reorganization of the Debtors, pursuant to the Confirmation Order, those Entities that opt out of the releases provided hereunder shall be bound and shall receive the distributions they otherwise would be entitled to receive pursuant to the Plan; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, in connection with any legal action or claim brought by the United States Securities and Exchange Commission or (b) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) to the extent that (i) the Pension Plans are terminated from and after the Effective Date and (ii) the Pension Plans are underfunded as of the Effective Date, release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, from any liability as a fiduciary of the Pension Plans, under any law, government policy or regulatory provision, (b) enjoin or preclude the Pension Benefit Guaranty Corporation from enforcing such liability against such non-Debtor Entity during the applicable statute of limitations period set forth in 29 U.S.C. § 1303 following any such termination, or (c) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim. In addition to, and not in any way limiting the foregoing, each holder of an Allowed WMB Senior Notes Claim and each Accepting Non-Filing WMB Senior Notes Holder shall be deemed to have released the Debtors, the Reorganized Debtors, the Liquidating Trustee, and each of their respective Related Persons from any and all direct and derivative claims arising from or related to such holder's WMB Senior Notes, as well as any misrepresentation or other similar claim for damages arising from the purchase or sale of such holder's WMB Senior Notes (including, without limitation, any Section 510(b) Subordinated WMB Notes Claims that such holder may have).

"43.7 Injunction Related to Releases. Except as provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, as of the Effective Date, (i) all Entities that hold, have held, or may hold a Released Claim or Equity Interest relating to any of the Debtors or the Reorganized Debtors or any of their respective assets, property and estates, that is released pursuant to Section 43.6 of the Plan, (ii) all other parties in interest, and (iii) each of the Related Persons of each of the foregoing entities, are, and shall be, permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any of the following actions, whether directly or indirectly, derivatively or otherwise, on account of or based on the subject matter of such discharged Released Claims or such Equity Interests: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including, without limitation, any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order; (iii) creating, perfecting or in any way enforcing in any matter, directly or indirectly, any Lien; (iv) setting off, seeking reimbursement or contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any

amount against any liability or obligation owed to any Entity released under Section 43.6 hereof; and (v) commencing or continuing in any manner, in any place of any judicial, arbitration or administrative proceeding in any forum, that does not comply with or is inconsistent with the provisions of the Global Settlement Agreement, the Plan or the Confirmation Order.

"43.8 Exculpation. The Released Parties, members of the Plan Administration Committee and Plan Investment Committee of the WaMu Savings Plan, and each of their Related Persons shall not have or incur any liability to any Entity for any act taken or omitted to be taken in connection with the Chapter 11 Cases (including any actions taken by the Creditors' Committee after the Effective Date), the formulation, preparation, dissemination, implementation, confirmation or approval of the Plan or any compromises or settlements contained therein, the Disclosure Statement related thereto, the Global Settlement Agreement, or any contract, instrument, release or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the Plan and the Global Settlement Agreement; provided, however, that the foregoing provisions of this Section 43.8 shall not affect the liability of any Entity that otherwise would result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted gross negligence or willful misconduct. Any of the foregoing parties in all respects shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan."

Print or Type Name of Claimant: _____

Last _____ Four (4) Digits _____ of _____ Social _____ Security _____
or Federal Tax I.D. No. of Claimant: _____

Signature: _____

Name of Signatory (if different than claimant): _____

If by Authorized Agent, Title of Agent: _____

Street Address: _____

City, State and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

TO BE COMPLETED BY ALL U.S. HOLDERS

PAYOR:

<u>SUBSTITUTE</u> <u>Form W-9</u> <u>Department of the Treasury</u> <u>Internal Revenue Service</u> <u>(IRS)</u> <u>Request for Taxpayer</u> <u>Identification Number</u> <u>(TIN) and Certification</u>	<u>Name:</u> _____	<u>Check appropriate box:</u> Individual/Sole Proprietor _____ <input type="checkbox"/> Partnership _____ <input type="checkbox"/> Limited Liability Company _____ <input type="checkbox"/> <u>enter tax classification:</u> <u>(D = Disregarded entity,</u> <u>C = Corporation, P = Partnership)</u> _____ Corporation _____ <input type="checkbox"/> Other (specify) _____ <input type="checkbox"/> _____ _____
	<u>Address:</u> _____ _____ _____	<u>SSN or EIN:</u> _____
	<u>PART I.</u> Please provide your taxpayer identification number in the space at right. If awaiting TIN, write "Applied For" in space at right and complete the Certificate of Awaiting Taxpayer Identification Number below.	
	<u>PART II:</u> For Payees exempt from backup withholding, see the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" and complete as instructed therein. Exempt from Backup Withholding _____ <input type="checkbox"/>	
<u>PART III: CERTIFICATION</u> Under penalties of perjury, I certify that: (1) _____ The number shown on this form is my correct Taxpayer Identification Number (or, as indicated, I am waiting for a number to be issued to me); (2) _____ I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and (3) _____ I am a U.S. citizen or other U.S. person (including a U.S. resident alien). <u>Certification Instructions</u> —You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because you have failed to report all interest or dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding you received another notification from the IRS that you are no longer subject to backup withholding, do not cross out item (2).		
Signature: _____ Date: _____, 2009		

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE
IF YOU WROTE "APPLIED FOR" IN PART I
OF THIS SUBSTITUTE FORM W-9 CERTIFICATE

<u>CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER</u>
<p><u>I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (a) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office or (b) I intend to mail or deliver an application in the near future. I understand that if I do not provide my Taxpayer Identification Number by the time of payment, 28% of all reportable payments made to me will be withheld.</u></p>
Signature: _____ Date: _____

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF 28% OF ANY PAYMENTS MADE TO YOU PURSUANT TO PLAN. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

**GUIDELINES FOR CERTIFICATION OF TAXPAYER
IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9**

Guidelines for Determining the Proper Identification Number to Give the Payer—Social Security numbers have nine digits separated by two hyphens: i.e., 000-00-0000. Employer identification numbers have nine digits separated by only one hyphen: i.e., 00-0000000. The table below will help determine the number to give the payer.

<u>For this type of account</u>	<u>Give the SOCIAL SECURITY number of:</u>	<u>For this type of account</u>	<u>Give the EMPLOYER IDENTIFICATION number of:</u>
<u>1. An individual</u>	<u>The individual</u>	<u>6. Sole proprietorship or disregarded entity not owned by an individual</u>	<u>The owner</u>
<u>2. Two or more individuals (joint account)</u>	<u>The actual owner of the account or, if combined funds, the first individual on the account(1)</u>	<u>7. A valid trust, estate, or pension trust</u>	<u>The legal entity(4)</u>
<u>3. Custodian account of a minor (Uniform Gift to Minors Act)</u>	<u>The minor(2)</u>	<u>8. Corporate or LLC electing corporate status on Form 8832</u>	<u>The corporation</u>
<u>4. a. The usual revocable savings trust (grantor is also trustee)</u>	<u>The grantor-trustee(1)</u>	<u>9. Association, club, religious, charitable, educational or other tax exempt organization</u>	<u>The organization</u>
<u>b. So-called trust account that is not a legal or valid trust under state law</u>	<u>The actual owner(1)</u>	<u>10. Partnership or multimember LLC</u>	<u>The partnership</u>
<u>5. Sole proprietorship or disregarded entity owned by an individual</u>	<u>The owner(3)</u>	<u>11. A broker or registered nominee</u>	<u>The broker or nominee</u>
		<u>12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district or prison) that receives agricultural program payments</u>	<u>The public entity</u>

(1) List first and circle the name of the person whose number you furnish. If only one person on a joint account has a social security number, that person's number must be furnished.

(2) Circle the minor's name and furnish the minor's social security number.

(3) If you are an individual, you must show your individual name and you may also enter your business or "DBA" name on the second line. You may use either your social security number or employer identification number (if you have one), but the IRS encourages you to use your social security number.

(4) List first and circle the name of the trust, estate or pension trust. (Do not furnish the identifying number of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

How to Obtain a TIN

If you do not have a taxpayer identification number or you do not know your number, obtain Form SS-5, Application for a Social Security Number Card, at the local office of the Social Security Administration (or the website www.ssa.gov) and apply for a social security number, or obtain Form W-7, Application for IRS Individual Taxpayer Identification Number, or Form SS-4, Application for Employer Identification Number, at the local office of the Internal Revenue Service (“IRS”) (or the website www.irs.gov) and apply for an individual taxpayer identification number or employer identification number, as applicable.

CAUTION: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Payees Exempt from Backup Withholding

Payees specifically exempted from backup withholding on all payments include the following:

1. An organization exempt from tax under section 501(a) of the Internal Revenue IRC of 1986, as amended (the “IRC”), an individual retirement plan, or a custodial account under section 403(b)(7) of the IRC if the account satisfies the requirements of section 401(f)(2) of the IRC.
2. The United States or any of its agencies or instrumentalities.
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
4. A foreign government or any of its political subdivisions, agencies or instrumentalities.
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation.
7. A foreign central bank of issue.
8. A dealer in securities or commodities required to register in the United States, the District of Columbia or a possession of the United States.
9. A futures commission merchant registered with the Commodity Futures Trading Commission.
10. A real estate investment trust.
11. An entity registered at all times during the tax year under the Investment Company Act of 1940, as amended.
12. A common trust fund operated by a bank under section 584(a) of the IRC.
13. A financial institution.
14. A middleman known in the investment community as a nominee or custodian.
15. A trust exempt from tax under section 664 of the IRC or described in section 4947 of the IRC.

Payments of dividends and patronage dividends not generally subject to backup withholding include the following:

- Payments to nonresident aliens subject to withholding under section 1441 of the IRC.

- Payments to partnerships not engaged in a trade or business in the United States and that have at least one non-resident alien partner.
- Payments of patronage dividends not paid in money.
- Payments made by certain foreign organizations.

The chart below shows two of the types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

<u>IF the payment is for ...</u>	<u>THEN the payment is exempt for ...</u>
<u>Interest and dividend payments</u>	<u>All exempt recipients except for 9</u>
<u>Broker transactions</u>	<u>Exempt recipients 1 through 13; also, a person who regularly acts as a broker and who is registered under the Investment Advisers Act of 1940, as amended</u>

Exempt payees should file the Substitute Form W-9 to avoid possible erroneous backup withholding. ENTER YOUR NAME ON THE APPROPRIATE LINE AND CHECK THE APPROPRIATE BOX FOR YOUR STATUS, THEN CHECK THE “EXEMPT PAYEE” BOX, SIGN AND DATE THE FORM, AND RETURN IT TO THE PAYER. Foreign payees who are not subject to backup withholding should complete the appropriate IRS Form W-8 and return it to the payer.

Privacy Act Notice

Section 6109 of the IRC requires most recipients of dividend, interest or other payments to give their correct taxpayer identification numbers to payers who must report the payments to the IRS. The IRS uses the numbers for identification purposes and to help verify the accuracy of tax returns. It may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia and U.S. possessions to carry out their tax laws. It may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, and to federal law enforcement and intelligence agencies to combat terrorism.

Payees must provide payers with their taxpayer identification numbers whether or not they are required to file tax returns. Payers must generally withhold 28% of taxable interest, dividend and certain other payments to a payee who does not furnish a taxpayer identification number to a payer. Certain penalties may also apply.

Penalties

1. **Penalty for Failure to Furnish Taxpayer Identification Number** — If you fail to furnish your correct taxpayer identification number to a payer, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.
2. **Civil Penalty for False Information With Respect to Withholding** — If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of \$500.
3. **Criminal Penalty for Falsifying Information** — Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.
4. **Misuse of TINs** — If the requestor discloses or uses TINs in violation of federal law, the requestor may be subject to civil and criminal penalties.

FOR ADDITIONAL INFORMATION, CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE.

Exhibit 4-3

General Ballot for Class 16 PIERS Common Securities

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

-----X
:
In re: : Chapter 11
:
WASHINGTON MUTUAL, INC., et al.,⁸ : Case No. 08-12229 (MFW)
:
Debtors. : (Jointly Administered)
:
-----X

BALLOT FOR CLASS 16
(PIERS CLAIMS) (CUSIP 0

Name of Debtor Entities and Case Numbers

<u>WMI Investment Corp.</u>	<u>08-12228 (MFW)</u>	<u>Washington Mutual, Inc.</u>	<u>08-12229 (MFW)</u>
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Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “*Debtors*”), each of which is identified above, are soliciting votes with respect to the Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of October 6, 2010 (as it may be further amended, the “*Plan*”), from the holders of certain impaired claims against the Debtors. The Plan is attached as Exhibit A to the Disclosure Statement for the Plan (as it may be amended, the “*Disclosure Statement*”). All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to such terms in the Plan.

If you are, as of October 18, 2010, the holder of a PIERS Claim arising from holdings of units representing PIERS Common Securities, please use this Ballot to cast your vote to accept or reject the Plan. The United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”) has approved the Disclosure Statement, which provides information to assist you in deciding how to vote on the Plan. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. If you have any questions on how to properly complete this Ballot, please contact Kurtzman Carson Consultants LLC (the “*Voting Agent*”) at ~~(866) 381-9100~~ 888) 830-4644. Please be advised that Kurtzman Carson Consultants LLC cannot provide legal advice.

Please note that the Debtors consented to, and the Bankruptcy Court directed, the appointment by the United States Trustee for the District of Delaware of Joshua R. Hochberg as examiner to conduct an investigation of the Debtors. The examiner will prepare a report summarizing its findings and such report, with the exception of any confidential information contained therein, will be made publicly available at www.kccllc.net/wamu prior to the deadline to vote on the Plan.

⁸ 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 925 Fourth Avenue, Seattle, Washington 98104.

IMPORTANT

You should review the Disclosure Statement and the Plan (including the Global Settlement Agreement) before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your claim or claims under the Plan.

~~Your Non-Subordinated Bank Bondholder Claim~~ All of your PIERS Claims against the Debtors has have been placed in Class 4716 under the Plan. If you hold claims in more than one class under the Plan, you will receive a Ballot for each class in which you are entitled to vote and must complete a separate Ballot for each such class of claims.

VOTING DEADLINE: 5:00 P.M. (Pacific Time) on ~~July 21,~~ November 15, 2010.

In order for your vote to be counted, the Ballot must be properly completed, signed, and returned so that it is actually received by the Voting Agent, Kurtzman Carson Consultants LLC, by no later than 5:00 p.m. (Pacific Time) on ~~July 21,~~ November 15, 2010, unless such time is extended by the Debtors. Please mail or deliver your Ballot to: Washington Mutual Ballot Processing, c/o Kurtzman Carson Consultants, 2335 Alaska Avenue, El Segundo, California 90245. BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Ballot is not received by the Voting Agent on or before the Voting Deadline and such deadline is not extended by the Debtors, your vote will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on you whether or not you vote.

Your receipt of this Ballot does not signify that your claim(s) has been or will be allowed.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. REVIEW ITEM 1.
2. COMPLETE ITEM 2.
3. COMPLETE ITEM 3. NOTE THAT THIS ITEM IS OPTIONAL.
4. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 4.
5. **SIGN THE BALLOT.**
6. RETURN THE BALLOT IN THE PRE-ADDRESSED POSTAGE-PAID ENVELOPE (SO THAT IT IS RECEIVED BEFORE THE VOTING DEADLINE).
7. YOU MUST VOTE THE FULL AMOUNT OF THE ALLOWED PREPETITION CLAIM COVERED BY THIS BALLOT EITHER TO ACCEPT OR TO REJECT THE PLAN. YOU MAY NOT SPLIT YOUR VOTE.
8. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, WILL BE COUNTED AS AN ACCEPTANCE OF THE PLAN.

This Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than to cast votes to accept or reject the Plan.

**VOTING INSTRUCTIONS FOR COMPLETING THE BALLOT
FOR HOLDERS OF CLASS ~~17 (NON-SUBORDINATED BANK BONDHOLDER~~16 (PIERS
CLAIMS)**

1. This Ballot is submitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan will be accepted by Class ~~17~~16 if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class ~~17~~16 that actually vote on the Plan. In the event that Class ~~17~~16 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the holders of Claims in Class ~~17~~16 and all other Classes of Claims or Equity Interests rejecting the Plan, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Equity Interests in the Debtors ~~and Released Parties and Related Persons~~ (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby, and may be bound to the releases contained therein.
3. **Complete, sign, and return this Ballot to Kurtzman Carson Consultants LLC so that it is received by the Voting Agent by no later than 5:00 p.m. (Pacific Time) on ~~July 21,~~November 15, 2010 (the “Voting Deadline”), unless such time is extended in writing by the Debtors.** Ballots must be delivered either by mail with the enclosed envelope or by hand delivery or overnight courier to the Voting Agent at the following address:

Washington Mutual Ballot Processing
c/o Kurtzman Carson Consultants
2335 Alaska Avenue
El Segundo, California 90245

Ballots will not be accepted by telecopy, facsimile, e-mail or other electronic means of transmission.

4. To properly complete the Ballot, you must follow the procedures described below:
 - a. if you have a Claim in Class ~~17,~~16, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;
 - b. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act);
 - c. if you also hold Claims in a Class other than Class ~~17,~~16, you may receive more than one Ballot, labeled for a different Class of Claims. Your vote will be counted in determining acceptance or rejection of the Plan by a particular Class of Claims only if you complete, sign, and return the Ballot labeled for that Class of Claims in accordance with the instructions on that Ballot;

- d. if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;
- e. provide your name and mailing address;
- f. sign and date your Ballot, and provide the remaining information requested; and
- g. return your Ballot using the enclosed pre-addressed return envelope.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR IF YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT ~~(866) 381-9100~~, [888\) 830-4644](tel:888-830-4644). COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT WWW.KCCLLC.NET/WAMU. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

ITEM 1. Amount of ~~Non-Subordinated Bank Bondholder Claim~~ units representing PIERS Common Securities held. The ~~amount~~ number of your ~~claim~~ units representing PIERS Common Securities for voting purposes is:

\$ _____

ITEM 2. Vote on the Plan. The undersigned holder of ~~the Non-Subordinated Bank Bondholder Claim~~ units representing PIERS Common Securities in the amount identified in Item 1 above hereby votes to:

- Check one box: Accept the Plan
 Reject the Plan

~~Please be advised that if Class 17 votes to reject the Plan, (1) the Claims in such Class shall only be entitled to distributions to the extent that the Bankruptcy Court, pursuant to a Final Order, determines such claims to be Allowed Claims against the Debtors, and (2) the sole amount of reserve for distribution to the holders of Non-Subordinated Bank Bondholder Claims if, such Claims are determined to be Allowed Claims, shall be the BB Liquidating Trust Interests.~~

~~If Class 17 votes to accept the Plan, then, in full satisfaction, release and exchange of the Non-Subordinated Bank Bondholder Claims, the Non-Subordinated Bank Bondholder Claims shall be deemed Allowed Claims and each holder of a Non-Subordinated Bank Bondholder Claim shall receive such holder's pro rata share of BB Liquidating Trust Interests (which interests, in the aggregate, represent a right to receive 5.357% of the Homeownership Carryback Refund Amount, as defined and set forth in Section 2.4 of the Global Settlement Agreement, subject to a cap of One Hundred Fifty Million Dollars (\$150,000,000.00) in the aggregate), subject to contractual subordination rights among the holders of Non-Subordinated Bank Bondholder Claims.~~

ITEM 3. OPTIONAL – Opt-Out Election. By checking the box below, you elect NOT to grant the releases contained in Section 43.6 of the Plan as they relate to the opt-out release parties set forth in Section 43.6 of the Plan. Election to withhold consent is at your option. **Please be advised that if you elect NOT to grant the releases, you WILL NOT be entitled to a distribution under the Plan.** If you submit your Ballot without this box checked, you will be deemed to consent to the release. However, be advised that the Debtors, at the Confirmation Hearing, intend to seek enforcement of the releases, injunction, and exculpation contained in Sections 43.6, 43.7, and 43.8 of the Plan as to all parties regardless of whether you elect to opt out.

- Check the box: Elect to opt out

ITEM 4. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges that the undersigned has been provided with a copy of the Disclosure Statement, including all exhibits thereto. The undersigned certifies that (i) it is the holder of the ~~Non-Subordinated Bank Bondholder Claim~~ units representing PIERS Common Securities identified in Item 1 above as of ~~June 3, October 18,~~ 2010 and (ii) it has full power and authority to vote to accept or reject the Plan. The undersigned further acknowledges that the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement and the order of the Bankruptcy Court approving the Disclosure Statement and the procedures for the solicitation of votes to accept or reject the Plan contained therein. The undersigned further acknowledges that by voting to accept the Plan, any holder of a Claim against the Debtors is affirmatively agreeing to the various release and exculpation provisions of the Plan, which appear principally in Article 43 of the Plan and provide as follows:

"43.6 Releases by Holders of Claims and Equity Interests. Except as otherwise expressly provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, and except with respect to holders of WMB Senior Notes Claims and Non-Filing WMB Senior Note Holders who do not check the box labeled "Grant Plan Section 43.6 Release", on the Effective Date, for good and valuable consideration, each Entity that has held, currently holds or may hold a Released Claim or any Equity Interest that is terminated, and each of its respective Related Persons, on their own behalf and on behalf of anyone claiming through them, on their behalf, or for their benefit, shall be deemed to have and hereby does irrevocably and unconditionally, fully, finally and forever waive, release, acquit and discharge each and all of the Released Parties from any and all Released Claims in connection with or related to any of the Debtors, the Reorganized Debtors, the Affiliated Banks, or their respective subsidiaries, assets, liabilities, operations, property or estates, the Chapter 11 Cases or the Plan or the Disclosure Statement, the assets to be received by JPMC pursuant to the Global Settlement Agreement, the Plan Contribution

Assets, the Debtors' Claims, the JPMC Claims, the FDIC Claim, the Purchase and Assumption Agreement, the WMI/WMB Intercompany Claims, any intercompany claims on the books of WMI or WMB related to the WaMu Pension Plan or the Lakeview Plan, claims related in any way to the Trust Preferred Securities (including, without limitation, the creation of the Trust Preferred Securities, the financing associated therewith, the requested assignment of the Trust Preferred Securities by the Office of Thrift Supervision and the transfer and the asserted assignment of the Trust Preferred Securities subsequent thereto), and/or any claim, act, fact, transaction, occurrence, statement, or omission in connection with or alleged in the Actions or in the Texas Litigation, or that could have been alleged in respect of the foregoing or other similar proceeding, including, without limitation, any such claim demand, right, liability, or cause of action for indemnification, contribution or any other basis in law or equity for damages, costs or fees incurred by the releasors herein arising directly or indirectly from or otherwise relating thereto; provided, however, that each Entity that has submitted a Ballot may elect, by checking the appropriate box on its Ballot, not to grant the releases set forth in Section 43.6 of the Plan with respect to those Released Parties other than (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Trustees, and (iv) the Creditors' Committee and its members in such capacity and for their actions as members, their respective Related Persons, and their respective predecessors, successors and assigns (whether by operation of law or otherwise), in which case, such Entity that so elects to not grant the releases will not receive a distribution hereunder; and provided, further, that, because the Plan and the Global Settlement Agreement, and the financial contributions contained therein, are conditioned upon the aforementioned releases, and, as such, these releases are essential for the successful reorganization of the Debtors, pursuant to the Confirmation Order, those Entities that opt out of the releases provided hereunder shall be bound and shall receive the distributions they otherwise would be entitled to receive pursuant to the Plan; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, in connection with any legal action or claim brought by the United States Securities and Exchange Commission or (b) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) to the extent that (i) the Pension Plans are terminated from and after the Effective Date and (ii) the Pension Plans are underfunded as of the Effective Date, release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, from any liability as a fiduciary of the Pension Plans, under any law, government policy or regulatory provision, (b) enjoin or preclude the Pension Benefit Guaranty Corporation from enforcing such liability against such non-Debtor Entity during the applicable statute of limitations period set forth in 29 U.S.C. § 1303 following any such termination, or (c) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim. In addition to, and not in any way limiting the foregoing, each holder of an Allowed WMB Senior Notes Claim and each Accepting Non-Filing WMB Senior Notes Holder shall be deemed to have released the Debtors, the Reorganized Debtors, the Liquidating Trustee, and each of their respective Related Persons from any and all direct and derivative claims arising from or related to such holder's WMB Senior Notes, as well as any misrepresentation or other similar claim for damages arising from the purchase or sale of such holder's WMB Senior Notes (including, without limitation, any Section 510(b) Subordinated WMB Notes Claims that such holder may have).

“43.7 Injunction Related to Releases. Except as provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, as of the Effective Date, (i) all Entities that hold, have held, or may hold a Released Claim or Equity Interest relating to any of the Debtors or the Reorganized Debtors or any of their respective assets, property and estates, that is released pursuant to Section 43.6 of the Plan, (ii) all other parties in interest, and (iii) each of the Related Persons of each of the foregoing entities, are, and shall be, permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any of the following actions, whether directly or indirectly, derivatively or otherwise, on account of or based on the subject matter of such discharged Released Claims or such Equity Interests: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including, without limitation, any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order; (iii) creating, perfecting or in any way enforcing in any matter, directly or indirectly, any Lien; (iv) setting off, seeking reimbursement or contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation owed to any Entity released under Section 43.6 hereof; and (v) commencing or continuing in any manner, in any place of any judicial, arbitration or administrative proceeding in any forum, that does not comply with or is inconsistent with the provisions of the Global Settlement Agreement, the Plan or the Confirmation Order.

“43.8 Exculpation. The Released Parties, members of the Plan Administration Committee and Plan Investment Committee of the WaMu Savings Plan, and each of their Related Persons shall not have or incur any liability to any Entity for any act taken or omitted to be taken in connection with the Chapter 11 Cases (including any actions taken by the Creditors' Committee after the Effective Date), the formulation, preparation, dissemination, implementation, confirmation or approval of the Plan or any compromises or settlements contained therein, the Disclosure Statement related thereto, the Global Settlement Agreement, or any contract, instrument, release or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the Plan and the Global Settlement Agreement; provided, however, that the foregoing provisions of this Section 43.8 shall not affect the liability of any Entity that otherwise would result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted gross negligence or

willful misconduct. Any of the foregoing parties in all respects shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan."

Print or Type Name of Claimant:
Last Four (4) Digits of Social Security
or Federal Tax I.D. No. of Claimant:
Signature:
Name of Signatory (if different than claimant):
If by Authorized Agent, Title of Agent:
Street Address:
City, State and Zip Code:
Telephone Number:
E-mail Address:
Date Completed:

~~Print or Type Name of Claimant:~~
~~Last Four (4) Digits of Social Security~~
~~or Federal Tax I.D. No. of Claimant:~~
~~Signature:~~
~~Name of Signatory (if different than claimant):~~
~~If by Authorized Agent, Title of Agent:~~
~~Street Address:~~
~~City, State and Zip Code:~~
~~Telephone Number:~~
~~Date Completed:~~

Exhibit 4-34

General Ballot for Class 17A

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

-----X
:
In re: : Chapter 11
:
WASHINGTON MUTUAL, INC., et al.,⁹ : Case No. 08-12229 (MFW)
:
Debtors. : (Jointly Administered)
:
-----X

BALLOT FOR CLASS 17A
(WMB SENIOR NOTES CLAIMS)

Name of Debtor Entities and Case Numbers

<u>WMI Investment Corp.</u>	<u>08-12228 (MFW)</u>	<u>Washington Mutual, Inc.</u>	<u>08-12229 (MFW)</u>
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Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “*Debtors*”), each of which is identified above, are soliciting votes with respect to the Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of October 6, 2010 (as it may be further amended, the “*Plan*”), from the holders of certain impaired claims against the Debtors. The Plan is attached as Exhibit A to the Disclosure Statement for the Plan (as it may be amended, the “*Disclosure Statement*”). All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to such terms in the Plan.

If you are, as of March 31, 2009, a holder of a WMB Senior Notes Claim, please use this Ballot to cast your vote to accept or reject the Plan. The United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”) has approved the Disclosure Statement, which provides information to assist you in deciding how to vote on the Plan. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. If you have any questions on how to properly complete this Ballot, please contact Kurtzman Carson Consultants LLC (the “*Voting Agent*”) at (888) 830-4644. Please be advised that Kurtzman Carson Consultants LLC cannot provide legal advice.

Please also note that the Debtors consented to, and the Bankruptcy Court directed, the appointment by the United States Trustee for the District of Delaware of Joshua R. Hochberg as examiner to conduct an investigation of the Debtors. The examiner will prepare a report summarizing its findings and such report, with the exception of any confidential information contained therein, will be made publicly available at www.kccllc.net/wamu prior to the deadline to vote on the Plan.

⁹ 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 925 Fourth Avenue, Seattle, Washington 98104.

IMPORTANT

You should review the Disclosure Statement and the Plan (including the Global Settlement Agreement) before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your claim or claims under the Plan.

Your WMB Senior Notes Claim against the Debtors has been placed in Class 17A under the Plan. If you hold claims in more than one class under the Plan, you will receive a Ballot for each class in which you are entitled to vote and must complete a separate Ballot for each such class of claims.

VOTING DEADLINE: 5:00 P.M. (Pacific Time) on November 15, 2010.

In order for your vote to be counted, the Ballot must be properly completed, signed, and returned so that it is actually received by the Voting Agent, Kurtzman Carson Consultants LLC, by no later than 5:00 p.m. (Pacific Time) on November 15, 2010, unless such time is extended by the Debtors. Please mail or deliver your Ballot to: Washington Mutual Ballot Processing, c/o Kurtzman Carson Consultants, 2335 Alaska Avenue, El Segundo, California 90245. BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Ballot is not received by the Voting Agent on or before the Voting Deadline and such deadline is not extended by the Debtors, your vote will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on you whether or not you vote.

Your receipt of this Ballot does not signify that your claim(s) has been or will be allowed. However, as set forth below, if you vote to accept the Plan through this Ballot by checking the “accept” box, your Claim will be deemed allowed as set forth under the Plan.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. **REVIEW ITEM 1.**
2. **COMPLETE ITEM 2.**
3. **COMPLETE ITEM 3. NOTE THAT THIS ITEM IS OPTIONAL.**
4. **COMPLETE AND SIGN THE IRS FORM W-9 OR W-8 REQUESTED IN ITEM 4.**
5. **REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 5.**
6. **SIGN THE BALLOT.**
7. **RETURN THE BALLOT IN THE PRE-ADDRESSED POSTAGE-PAID ENVELOPE (SO THAT IT IS RECEIVED BEFORE THE VOTING DEADLINE).**
8. **YOU MUST VOTE THE FULL AMOUNT OF THE ALLOWED PREPETITION CLAIM COVERED BY THIS BALLOT EITHER TO ACCEPT OR TO REJECT THE PLAN. YOU MAY NOT SPLIT YOUR VOTE.**
9. **ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, WILL BE COUNTED AS AN ACCEPTANCE OF THE PLAN.**

This Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than to cast votes to accept or reject the Plan.

Please note that all holders of WMB Senior Notes as of October 18, 2010 will be receiving through their broker, bank, or other nominee an Election Form on which, in order to qualify for a distribution under the Plan, those holders who did NOT file proofs of claim (“Non-Filing WMB Senior Note Holders”) can elect whether to grant the releases contained in Section 43.6 of the Plan. **Because you filed a proof of**

claim in these chapter 11 cases, you are not a “Non-Filing WMB Senior Note Holder”, you are receiving this Ballot on which you should vote to accept or reject the Plan as well as indicate whether you grant the releases contained in Section 43.6 of the Plan, and you should disregard any Election Form that you may receive.

**VOTING INSTRUCTIONS FOR COMPLETING THE BALLOT
FOR HOLDERS OF CLASS 17A (WMB SENIOR NOTES CLAIMS)**

1. This Ballot is submitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan will be accepted by Class 17A if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class 17A that actually vote on the Plan. In the event that Class 17A rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the holders of Claims in Class 17A and all other Classes of Claims or Equity Interests rejecting the Plan, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Equity Interests in the Debtors and Released Parties and Related Persons (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby, and may be bound to the releases contained therein.
3. **Complete, sign, and return this Ballot to Kurtzman Carson Consultants LLC so that it is received by the Voting Agent by no later than 5:00 p.m. (Pacific Time) on November 15, 2010 (the “Voting Deadline”), unless such time is extended in writing by the Debtors.** Ballots must be delivered either by mail with the enclosed envelope or by hand delivery or overnight courier to the Voting Agent at the following address:

Washington Mutual Ballot Processing
c/o Kurtzman Carson Consultants
2335 Alaska Avenue
El Segundo, California 90245

Ballots will not be accepted by telecopy, facsimile, e-mail or other electronic means of transmission.

4. To properly complete the Ballot, you must follow the procedures described below:
 - a. if you have a Claim in Class 17A, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;
 - b. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act);
 - c. if you also hold Claims in a Class other than Class 17A, you may receive more than one Ballot, labeled for a different Class of Claims. Your vote will be counted in determining acceptance or rejection of the Plan by a particular Class of Claims only if you complete, sign, and return the Ballot labeled for that Class of Claims in accordance with the instructions on that Ballot;

d. if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;

e. provide your name and mailing address;

f. sign and date your Ballot, and provide the remaining information requested; and

g. return your Ballot using the enclosed pre-addressed return envelope.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR IF YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT (888) 830-4644. COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT WWW.KCCLLC.NET/WAMU. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

ITEM 1. Amount of WMB Senior Notes Claim. For voting purposes, the face amount of WMB Senior Notes that you hold as of October 18, 2010 is:

\$ _____¹⁰

ITEM 2. Vote on the Plan. The undersigned holder of the WMB Senior Notes Claim in the amount identified in Item 1 above hereby votes to:

Check one box: Accept the Plan

Reject the Plan

ITEM 3. OPTIONAL – Grant Plan Section 43.6 Release. By checking the box below, you elect to grant the releases contained in Section 43.6 of the Plan as they relate to the release parties set forth in Section 43.6 of the Plan, as described in further detail below. Election to grant the release is at your option. **Please be advised that if you elect NOT to grant the releases, you WILL NOT be entitled to a distribution under the Plan unless your Claim is allowed as set forth below and under the Plan.** If you submit your Ballot without this box checked, you will be deemed to have not granted the release. However, be advised that the Debtors, at the Confirmation Hearing, intend to seek enforcement of the releases, injunction, and exculpation contained in Sections 43.6, 43.7, and 43.8 of the Plan as to all parties regardless of whether you elect here to grant the release.

Check the box: Grant Plan Section 43.6 release

By checking the box above: (i) your WMB Senior Notes Claim shall be deemed an Allowed WMB Senior Notes Claim; (ii) the Debtors, the Liquidating Trustee, and all other parties in interest shall be deemed to have waived and released any and all objections, defenses, rights to setoff or recoupment, and rights to subordinate or recharacterize with respect to such Allowed WMB Senior Notes Claim; and (iii) you shall consent to provide on your behalf and with respect to your Allowed WMB Senior Notes Claim the releases provided in Section 43.6 of the Plan, including, without limitation, a release of the Debtors, the Reorganized Debtors, and the Liquidating Trustee from all direct and derivative claims arising from or related to your Allowed WMB Senior Notes Claim, as well as any misrepresentation or other similar claim for damages arising from the purchase or sale of your Allowed WMB Senior Notes Claim (including, without limitation, any Section 510(b) Subordinated WMB Notes Claims that you may have); provided, however, that the foregoing is not intended, nor shall it be construed, to release (i) the Debtors from their obligations pursuant to the Plan and (ii) the FDIC Receiver or the Receivership with respect to distributions to be made from the Receivership on account of WMB Senior Notes.

In the event you do not check the box above, the Debtors, the Liquidating Trustee, and all parties in interest shall reserve and maintain all of their respective rights to dispute your WMB Senior Notes Claim, including, without limitation, on the basis that the Debtors have no liability with respect thereto, the Claim is subject to other defenses, setoff, or recoupment, and/or the Claim is subject to equitable or mandatory subordination pursuant to section 510 of the Bankruptcy Code; provided, however, that, to the extent that your WMB Senior Notes Claim eventually is determined pursuant to a Final Order of the Bankruptcy Court to be an Allowed WMB Senior Notes Claim and you receive a distribution under the Plan, you shall be deemed to have consented to the releases provided in Section 43.6 of the Plan, including, without limitation, a release of the Debtors, the Reorganized Debtors, the Liquidating Trustee, and each of their respective Related Persons from any and all direct and derivative claims arising from or related to your Allowed WMB Senior Notes Claim, as well as any misrepresentation or other similar claim for damages arising from the purchase or sale of your Allowed WMB Senior Notes Claim (including, without limitation, any Section 510(b) Subordinated WMB Notes Claims that you may have). The FDIC Receiver acknowledges that amounts distributed to the holders of Allowed WMB Senior Notes Claims under the Plan shall not be credited against or otherwise reduce their claims against the Receivership; provided further that no holder of a WMB Senior Note shall be entitled to receive more from the Receivership than the amount owed under such WMB Senior Note.

¹⁰ Please note that for purposes of voting and distribution, the amount of your claim, if allowed, shall be the face amount of WMB Senior Notes that you hold as of October 18, 2010, as well as interest accrued on such notes through September 26, 2008. The Debtors shall calculate this accrued interest portion of each claim prior to tabulation and distribution.

ITEM 4. **Important Tax Information Required – Potential Withholding.** Distributions to holders of Claims by the Debtors or the Liquidating Trustee, and any subsequent amounts received by the Liquidating Trust allocable to a holder, are subject to any applicable tax withholding.

Under U.S. federal income tax law, interest and other reportable payments may, under certain circumstances, be subject to “backup withholding” at the then applicable backup withholding rate (currently 28%). Backup withholding generally applies if the holder (a) fails to furnish its social security number or other taxpayer identification number (“TIN”), (b) furnishes an incorrect TIN, (c) fails properly to report interest or dividends, or (d) under certain circumstances, fails to provide a certified statement, signed under penalty of perjury, that the TIN provided is its correct number and that it is a United States person that is not subject to backup withholding. Backup withholding is not an additional tax but merely an advance payment, which may be refunded to the extent it results in an overpayment of tax and the appropriate information is supplied to the IRS. Certain persons are exempt from backup withholding, including, in certain circumstances, corporations and financial institutions.

In addition, in the case of any Liquidating Trust Beneficiaries that are *not* U.S. persons, the Liquidating Trustee may be required to withhold up to 30% of the income or proceeds allocable to such persons, depending on the circumstances (including whether the type of income is subject to a lower treaty rate). Such withholding is not dependent on the Liquidating Trust distributing any cash or other proceeds.

To avoid unnecessary withholding, each U.S. holder is required to properly complete and return the **Substitute Form W-9 included at the end of this Ballot**, certifying that such holder is a U.S. person, that the TIN provided is correct, and that such holder is not subject to backup withholding, as per its instructions. Exempt persons should indicate their exempt status on the Substitute Form W-9 as per its instructions. **Each non-U.S. holder is required complete and return the applicable IRS Form W-8 (W-8BEN, W-8ECI or W-8IMY, as applicable)**, signed under penalties of perjury, certifying the holder’s foreign status. These forms may be obtained from the IRS website (<http://www.irs.gov>). Holders should consult their tax advisors as to any qualification for exemption from backup withholding, or a lower rate of U.S. withholding under an applicable treaty or exemption, and the procedure for obtaining such exemption.

ITEM 5. **Acknowledgements and Certification.** By signing this Ballot, the undersigned acknowledges that the undersigned has been provided with a copy of the Disclosure Statement, including all exhibits thereto. The undersigned certifies that (i) it is the holder of the WMB Senior Notes Claim identified in Item 1 above as of March 31, 2009 and (ii) it has full power and authority to vote to accept or reject the Plan. The undersigned further acknowledges that the Debtors’ solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement and the order of the Bankruptcy Court approving the Disclosure Statement and the procedures for the solicitation of votes to accept or reject the Plan contained therein. The undersigned further acknowledges that by voting to accept the Plan, any holder of a Claim against the Debtors is affirmatively agreeing to the various release and exculpation provisions of the Plan, which appear principally in Article 43 of the Plan and provide as follows:

“43.6 Releases by Holders of Claims and Equity Interests. Except as otherwise expressly provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, and except with respect to holders of WMB Senior Notes Claims and Non-Filing WMB Senior Note Holders who do not check the box labeled “Grant Plan Section 43.6 Release”, on the Effective Date, for good and valuable consideration, each Entity that has held, currently holds or may hold a Released Claim or any Equity Interest that is terminated, and each of its respective Related Persons, on their own behalf and on behalf of anyone claiming through them, on their behalf, or for their benefit, shall be deemed to have and hereby does irrevocably and unconditionally, fully, finally and forever waive, release, acquit and discharge each and all of the Released Parties from any and all Released Claims in connection with or related to any of the Debtors, the Reorganized Debtors, the Affiliated Banks, or their respective subsidiaries, assets, liabilities, operations, property or estates, the Chapter 11 Cases or the Plan or the Disclosure Statement, the assets to be received by JPMC pursuant to the Global Settlement Agreement, the Plan Contribution Assets, the Debtors’ Claims, the JPMC Claims, the FDIC Claim, the Purchase and Assumption Agreement, the WMI/WMB Intercompany Claims, any intercompany claims on the books of WMI or WMB related to the WaMu Pension Plan or the Lakeview Plan, claims related in any way to the Trust Preferred Securities (including, without limitation, the creation of the Trust Preferred Securities, the financing associated therewith, the requested assignment of the Trust Preferred Securities by the Office of Thrift Supervision and the transfer and the asserted assignment of the Trust Preferred Securities subsequent thereto), and/or any claim, act, fact, transaction, occurrence, statement, or omission in connection with or alleged in the Actions or in the Texas Litigation, or that could have been alleged in respect of the foregoing or other similar proceeding, including, without limitation, any such claim demand, right, liability, or cause of action for indemnification, contribution or any other basis in law or equity for damages, costs or fees incurred by the releasors herein arising directly or indirectly from or otherwise relating thereto; provided, however, that each Entity that has submitted a Ballot may elect, by checking the appropriate box on its Ballot, not to grant the releases set forth in Section 43.6 of the Plan with respect to those Released Parties other than (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Trustees, and (iv) the Creditors’ Committee and its

members in such capacity and for their actions as members, their respective Related Persons, and their respective predecessors, successors and assigns (whether by operation of law or otherwise), in which case, such Entity that so elects to not grant the releases will not receive a distribution hereunder; and provided, further, that, because the Plan and the Global Settlement Agreement, and the financial contributions contained therein, are conditioned upon the aforementioned releases, and, as such, these releases are essential for the successful reorganization of the Debtors, pursuant to the Confirmation Order, those Entities that opt out of the releases provided hereunder shall be bound and shall receive the distributions they otherwise would be entitled to receive pursuant to the Plan; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, in connection with any legal action or claim brought by the United States Securities and Exchange Commission or (b) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) to the extent that (i) the Pension Plans are terminated from and after the Effective Date and (ii) the Pension Plans are underfunded as of the Effective Date, release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, from any liability as a fiduciary of the Pension Plans, under any law, government policy or regulatory provision, (b) enjoin or preclude the Pension Benefit Guaranty Corporation from enforcing such liability against such non-Debtor Entity during the applicable statute of limitations period set forth in 29 U.S.C. § 1303 following any such termination, or (c) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim. In addition to, and not in any way limiting the foregoing, each holder of an Allowed WMB Senior Notes Claim and each Accepting Non-Filing WMB Senior Notes Holder shall be deemed to have released the Debtors, the Reorganized Debtors, the Liquidating Trustee, and each of their respective Related Persons from any and all direct and derivative claims arising from or related to such holder's WMB Senior Notes, as well as any misrepresentation or other similar claim for damages arising from the purchase or sale of such holder's WMB Senior Notes (including, without limitation, any Section 510(b) Subordinated WMB Notes Claims that such holder may have).

"43.7 **Injunction Related to Releases.** Except as provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, as of the Effective Date, (i) all Entities that hold, have held, or may hold a Released Claim or Equity Interest relating to any of the Debtors or the Reorganized Debtors or any of their respective assets, property and estates, that is released pursuant to Section 43.6 of the Plan, (ii) all other parties in interest, and (iii) each of the Related Persons of each of the foregoing entities, are, and shall be, permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any of the following actions, whether directly or indirectly, derivatively or otherwise, on account of or based on the subject matter of such discharged Released Claims or such Equity Interests: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including, without limitation, any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order; (iii) creating, perfecting or in any way enforcing in any matter, directly or indirectly, any Lien; (iv) setting off, seeking reimbursement or contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation owed to any Entity released under Section 43.6 hereof; and (v) commencing or continuing in any manner, in any place of any judicial, arbitration or administrative proceeding in any forum, that does not comply with or is inconsistent with the provisions of the Global Settlement Agreement, the Plan or the Confirmation Order.

"43.8 **Exculpation.** The Released Parties, members of the Plan Administration Committee and Plan Investment Committee of the WaMu Savings Plan, and each of their Related Persons shall not have or incur any liability to any Entity for any act taken or omitted to be taken in connection with the Chapter 11 Cases (including any actions taken by the Creditors' Committee after the Effective Date), the formulation, preparation, dissemination, implementation, confirmation or approval of the Plan or any compromises or settlements contained therein, the Disclosure Statement related thereto, the Global Settlement Agreement, or any contract, instrument, release or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the Plan and the Global Settlement Agreement; provided, however, that the foregoing provisions of this Section 43.8 shall not affect the liability of any Entity that otherwise would result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted gross negligence or willful misconduct. Any of the foregoing parties in all respects shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan."

Print or Type Name of Claimant:

Last Four (4) Digits of Social Security
or Federal Tax I.D. No. of Claimant:

Signature:

Name of Signatory (if different than claimant):

If by Authorized Agent, Title of Agent:

Street Address:

City, State and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

TO BE COMPLETED BY ALL U.S. HOLDERS

PAYOR:

<p><u>SUBSTITUTE</u></p> <p><u>Form W-9</u></p> <p><u>Department of the Treasury</u> <u>Internal Revenue Service</u> <u>(IRS)</u></p> <p><u>Request for Taxpayer</u> <u>Identification Number</u> <u>(TIN) and Certification</u></p>	<p><u>Name:</u></p> <p>_____</p>	<p><u>Check appropriate box:</u></p> <p>Individual/Sole Proprietor _____ <input type="checkbox"/></p> <p>Partnership <input type="checkbox"/></p> <p>Limited Liability Company _____ <input type="checkbox"/></p> <p>enter tax classification: (D = Disregarded entity, C = Corporation, P = Partnership) _____</p> <p>Corporation _____ <input type="checkbox"/></p> <p>Other (specify) <input type="checkbox"/></p> <p>_____</p> <p>_____</p>
	<p><u>Address:</u></p> <p>_____</p> <p>_____</p> <p>_____</p>	<p align="center"><u>SSN or EIN:</u></p> <p>_____</p>
	<p><u>PART I.</u> Please provide your taxpayer identification number in the space at right. If awaiting TIN, write "Applied For" in space at right and complete the Certificate of Awaiting Taxpayer Identification Number below.</p>	
	<p><u>PART II:</u> For Payees exempt from backup withholding, see the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" and complete as instructed therein. Exempt from Backup Withholding _____ <input type="checkbox"/></p>	
<p><u>PART III: CERTIFICATION</u> Under penalties of perjury, I certify that:</p> <p>(1) _____ The number shown on this form is my correct Taxpayer Identification Number (or, as indicated, I am waiting for a number to be issued to me);</p> <p>(2) _____ I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and</p> <p>(3) _____ I am a U.S. citizen or other U.S. person (including a U.S. resident alien).</p> <p><u>Certification Instructions</u>—You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because you have failed to report all interest or dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding you received another notification from the IRS that you are no longer subject to backup withholding, do not cross out item (2).</p>		
<p>Signature: _____ Date: _____, 2009</p>		

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE
IF YOU WROTE "APPLIED FOR" IN PART I
OF THIS SUBSTITUTE FORM W-9 CERTIFICATE

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (a) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office or (b) I intend to mail or deliver an application in the near future. I understand that if I do not provide my Taxpayer Identification Number by the time of payment, 28% of all reportable payments made to me will be withheld.

Signature: _____ Date: _____

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF 28% OF ANY PAYMENTS MADE TO YOU PURSUANT TO PLAN. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

**GUIDELINES FOR CERTIFICATION OF TAXPAYER
IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9**

Guidelines for Determining the Proper Identification Number to Give the Payer—Social Security numbers have nine digits separated by two hyphens: i.e., 000-00-0000. Employer identification numbers have nine digits separated by only one hyphen: i.e., 00-0000000. The table below will help determine the number to give the payer.

<u>For this type of account</u>	<u>Give the SOCIAL SECURITY number of:</u>	<u>For this type of account</u>	<u>Give the EMPLOYER IDENTIFICATION number of:</u>
<u>1. An individual</u>	<u>The individual</u>	<u>6. Sole proprietorship or disregarded entity not owned by an individual</u>	<u>The owner</u>
<u>2. Two or more individuals (joint account)</u>	<u>The actual owner of the account or, if combined funds, the first individual on the account(1)</u>	<u>7. A valid trust, estate, or pension trust</u>	<u>The legal entity(4)</u>
<u>3. Custodian account of a minor (Uniform Gift to Minors Act)</u>	<u>The minor(2)</u>	<u>8. Corporate or LLC electing corporate status on Form 8832</u>	<u>The corporation</u>
<u>4. a. The usual revocable savings trust (grantor is also trustee)</u>	<u>The grantor-trustee(1)</u>	<u>9. Association, club, religious, charitable, educational or other tax exempt organization</u>	<u>The organization</u>
<u>b. So-called trust account that is not a legal or valid trust under state law</u>	<u>The actual owner(1)</u>	<u>10. Partnership or multimember LLC</u>	<u>The partnership</u>
<u>5. Sole proprietorship or disregarded entity owned by an individual</u>	<u>The owner(3)</u>	<u>11. A broker or registered nominee</u>	<u>The broker or nominee</u>
		<u>12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district or prison) that receives agricultural program payments</u>	<u>The public entity</u>

(1) List first and circle the name of the person whose number you furnish. If only one person on a joint account has a social security number, that person's number must be furnished.

(2) Circle the minor's name and furnish the minor's social security number.

(3) If you are an individual, you must show your individual name and you may also enter your business or "DBA" name on the second line. You may use either your social security number or employer identification number (if you have one), but the IRS encourages you to use your social security number.

(4) List first and circle the name of the trust, estate or pension trust. (Do not furnish the identifying number of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

How to Obtain a TIN

If you do not have a taxpayer identification number or you do not know your number, obtain Form SS-5, Application for a Social Security Number Card, at the local office of the Social Security Administration (or the website www.ssa.gov) and apply for a social security number, or obtain Form W-7, Application for IRS Individual Taxpayer Identification Number, or Form SS-4, Application for Employer Identification Number, at the local office of the Internal Revenue Service (“IRS”) (or the website www.irs.gov) and apply for an individual taxpayer identification number or employer identification number, as applicable.

CAUTION: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Payees Exempt from Backup Withholding

Payees specifically exempted from backup withholding on all payments include the following:

16. An organization exempt from tax under section 501(a) of the Internal Revenue IRC of 1986, as amended (the “IRC”), an individual retirement plan, or a custodial account under section 403(b)(7) of the IRC if the account satisfies the requirements of section 401(f)(2) of the IRC.
17. The United States or any of its agencies or instrumentalities.
18. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
19. A foreign government or any of its political subdivisions, agencies or instrumentalities.
20. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

21. A corporation.
22. A foreign central bank of issue.
23. A dealer in securities or commodities required to register in the United States, the District of Columbia or a possession of the United States.
24. A futures commission merchant registered with the Commodity Futures Trading Commission.
25. A real estate investment trust.
26. An entity registered at all times during the tax year under the Investment Company Act of 1940, as amended.
27. A common trust fund operated by a bank under section 584(a) of the IRC.
28. A financial institution.
29. A middleman known in the investment community as a nominee or custodian.
30. A trust exempt from tax under section 664 of the IRC or described in section 4947 of the IRC.

Payments of dividends and patronage dividends not generally subject to backup withholding include the following:

- Payments to nonresident aliens subject to withholding under section 1441 of the IRC.

- Payments to partnerships not engaged in a trade or business in the United States and that have at least one non-resident alien partner.
- Payments of patronage dividends not paid in money.
- Payments made by certain foreign organizations.

The chart below shows two of the types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

<u>IF the payment is for ...</u>	<u>THEN the payment is exempt for ...</u>
<u>Interest and dividend payments</u>	<u>All exempt recipients except for 9</u>
<u>Broker transactions</u>	<u>Exempt recipients 1 through 13; also, a person who regularly acts as a broker and who is registered under the Investment Advisers Act of 1940, as amended</u>

Exempt payees should file the Substitute Form W-9 to avoid possible erroneous backup withholding. ENTER YOUR NAME ON THE APPROPRIATE LINE AND CHECK THE APPROPRIATE BOX FOR YOUR STATUS, THEN CHECK THE “EXEMPT PAYEE” BOX, SIGN AND DATE THE FORM, AND RETURN IT TO THE PAYER. Foreign payees who are not subject to backup withholding should complete the appropriate IRS Form W-8 and return it to the payer.

Privacy Act Notice

Section 6109 of the IRC requires most recipients of dividend, interest or other payments to give their correct taxpayer identification numbers to payers who must report the payments to the IRS. The IRS uses the numbers for identification purposes and to help verify the accuracy of tax returns. It may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia and U.S. possessions to carry out their tax laws. It may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, and to federal law enforcement and intelligence agencies to combat terrorism.

Payees must provide payers with their taxpayer identification numbers whether or not they are required to file tax returns. Payers must generally withhold 28% of taxable interest, dividend and certain other payments to a payee who does not furnish a taxpayer identification number to a payer. Certain penalties may also apply.

Penalties

5. **Penalty for Failure to Furnish Taxpayer Identification Number** — If you fail to furnish your correct taxpayer identification number to a payer, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.
6. **Civil Penalty for False Information With Respect to Withholding** — If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of \$500.
7. **Criminal Penalty for Falsifying Information** — Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.
8. **Misuse of TINs** — If the requestor discloses or uses TINs in violation of federal law, the requestor may be subject to civil and criminal penalties.

FOR ADDITIONAL INFORMATION, CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE.

Exhibit 4-5

General Ballot for Class 18

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

-----X

In re: _____ : Chapter 11

WASHINGTON MUTUAL, INC., et al.,¹¹ _____ : Case No. 08-12229 (MFW)

Debtors. _____ : (Jointly Administered)

 -----X

BALLOT FOR CLASS 18
(SUBORDINATED CLAIMS)

Name of Debtor Entities and Case Numbers

WMI Investment Corp.	08-12228 (MFW)	Washington Mutual, Inc.	08-12229 (MFW)
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Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “*Debtors*”), each of which is identified above, are soliciting votes with respect to the ~~Third~~Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of ~~June 2,~~October 6, 2010 (as it may be further amended, the “*Plan*”), from the holders of certain impaired claims against the Debtors. The Plan is attached as Exhibit A to the Disclosure Statement for the Plan (as it may be amended, the “*Disclosure Statement*”). All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to such terms in the Plan.

If you are, as of ~~June 3,~~October 18, 2010, a holder of a Subordinated Claim, please use this Ballot to cast your vote to accept or reject the Plan. The United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”) has approved the Disclosure Statement, which provides information to assist you in deciding how to vote on the Plan. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. If you have any questions on how to properly complete this Ballot, please contact Kurtzman Carson Consultants LLC (the “*Voting Agent*”) at (~~866~~381-9100, 888) 830-4644. Please be advised that Kurtzman Carson Consultants LLC cannot provide legal advice.

Please note that the Debtors consented to, and the Bankruptcy Court directed, the appointment by the United States Trustee for the District of Delaware of Joshua R. Hochberg as examiner to conduct an investigation of the Debtors. The examiner will prepare a report summarizing its findings and such report, with the exception of any confidential information contained therein, will be made publicly available at www.kccllc.net/wamu prior to the deadline to vote on the Plan.

¹¹ 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 925 Fourth Avenue, Seattle, Washington 98104.

IMPORTANT

You should review the Disclosure Statement and the Plan (including the Global Settlement Agreement) before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your claim or claims under the Plan.

Your Subordinated Claim against the Debtors has been placed in Class 18 under the Plan. If you hold claims in more than one class under the Plan, you will receive a Ballot for each class in which you are entitled to vote and must complete a separate Ballot for each such class of claims.

VOTING DEADLINE: 5:00 P.M. (Pacific Time) on ~~July 21~~, [November 15](#), 2010.

In order for your vote to be counted, the Ballot must be properly completed, signed, and returned so that it is actually received by the Voting Agent, Kurtzman Carson Consultants LLC, by no later than 5:00 p.m. (Pacific Time) on ~~July 21~~, [November 15](#), 2010, unless such time is extended by the Debtors. Please mail or deliver your Ballot to: Washington Mutual Ballot Processing, c/o Kurtzman Carson Consultants, 2335 Alaska Avenue, El Segundo, California 90245. **BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS OF TRANSMISSION.**

If your Ballot is not received by the Voting Agent on or before the Voting Deadline and such deadline is not extended by the Debtors, your vote will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on you whether or not you vote.

Your receipt of this Ballot does not signify that your claim(s) has been or will be allowed.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. REVIEW ITEM 1.
2. COMPLETE ITEM 2.
3. COMPLETE ITEM 3. NOTE THAT THIS ITEM IS OPTIONAL.
1. [COMPLETE AND SIGN THE IRS FORM W-9 OR W-8 REQUESTED IN ITEM 4.](#)
2. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 4-5.
3. **SIGN THE BALLOT.**
4. RETURN THE BALLOT IN THE PRE-ADDRESSED POSTAGE-PAID ENVELOPE (SO THAT IT IS RECEIVED BEFORE THE VOTING DEADLINE).
5. YOU MUST VOTE THE FULL AMOUNT OF THE ALLOWED PREPETITION CLAIM COVERED BY THIS BALLOT EITHER TO ACCEPT OR TO REJECT THE PLAN. YOU MAY NOT SPLIT YOUR VOTE.
6. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, WILL BE COUNTED AS AN ACCEPTANCE OF THE PLAN.

This Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than to cast votes to accept or reject the Plan.

**VOTING INSTRUCTIONS FOR COMPLETING THE BALLOT
FOR HOLDERS OF CLASS 18 (SUBORDINATED CLAIMS)**

1. This Ballot is submitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan will be accepted by Class 18 if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class 18 that actually vote on the Plan. In the event that Class 18 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the holders of Claims in Class 18 and all other Classes of Claims or Equity Interests rejecting the Plan, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Equity Interests in the Debtors and Released Parties and Related Persons (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby, and may be bound to the releases contained therein.
3. **Complete, sign, and return this Ballot to Kurtzman Carson Consultants LLC so that it is received by the Voting Agent by no later than 5:00 p.m. (Pacific Time) on ~~July 21~~, November 15, 2010 (the “Voting Deadline”), unless such time is extended in writing by the Debtors.** Ballots must be delivered either by mail with the enclosed envelope or by hand delivery or overnight courier to the Voting Agent at the following address:

Washington Mutual Ballot Processing
c/o Kurtzman Carson Consultants
2335 Alaska Avenue
El Segundo, California 90245

Ballots will not be accepted by telecopy, facsimile, e-mail or other electronic means of transmission.

4. To properly complete the Ballot, you must follow the procedures described below:
 - a. if you have a Claim in Class 18, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;
 - b. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act);
 - c. if you also hold Claims in a Class other than Class 18, you may receive more than one Ballot, labeled for a different Class of Claims. Your vote will be counted in determining acceptance or rejection of the Plan by a particular Class of Claims only if you complete, sign, and return the Ballot labeled for that Class of Claims in accordance with the instructions on that Ballot;

- d. if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;
- e. provide your name and mailing address;
- f. sign and date your Ballot, and provide the remaining information requested; and
- g. return your Ballot using the enclosed pre-addressed return envelope.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR IF YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT ~~(866) 381-9100~~, [888\) 830-4644](tel:888-830-4644). COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT WWW.KCCLLC.NET/WAMU. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

ITEM 1. Amount of Subordinated Claim. The face amount of your claim for voting purposes is:

\$ _____

ITEM 2. Vote on the Plan. The undersigned holder of the Subordinated Claim in the amount identified in Item 1 above hereby votes to:

- Check one box: Accept the Plan
- Reject the Plan

ITEM 3. OPTIONAL – Opt-Out Election. By checking the box below, you elect NOT to grant the releases contained in Section 43.6 of the Plan as they relate to the opt-out release parties set forth in Section 43.6 of the Plan. Election to withhold consent is at your option. **Please be advised that if you elect NOT to grant the releases, you WILL NOT be entitled to a distribution under the Plan.** If you submit your Ballot without this box checked, you will be deemed to consent to the release. However, be advised that the Debtors, at the Confirmation Hearing, intend to seek enforcement of the releases, injunction, and exculpation contained in Sections 43.6, 43.7, and 43.8 of the Plan as to all parties regardless of whether you elect to opt out.

- Check the box: Elect to opt out

ITEM 4. Important Tax Information Required – Potential Withholding. Distributions to holders of Claims by the Debtors or the Liquidating Trustee, and any subsequent amounts received by the Liquidating Trust allocable to a holder, are subject to any applicable tax withholding.

Under U.S. federal income tax law, interest and other reportable payments may, under certain circumstances, be subject to “backup withholding” at the then applicable backup withholding rate (currently 28%). Backup withholding generally applies if the holder (a) fails to furnish its social security number or other taxpayer identification number (“TIN”), (b) furnishes an incorrect TIN, (c) fails properly to report interest or dividends, or (d) under certain circumstances, fails to provide a certified statement, signed under penalty of perjury, that the TIN provided is its correct number and that it is a United States person that is not subject to backup withholding. Backup withholding is not an additional tax but merely an advance payment, which may be refunded to the extent it results in an overpayment of tax and the appropriate information is supplied to the IRS. Certain persons are exempt from backup withholding, including, in certain circumstances, corporations and financial institutions.

In addition, in the case of any Liquidating Trust Beneficiaries that are not U.S. persons, the Liquidating Trustee may be required to withhold up to 30% of the income or proceeds allocable to such persons, depending on the circumstances (including whether the type of income is subject to a lower treaty rate). Such withholding is not dependent on the Liquidating Trust distributing any cash or other proceeds.

To avoid unnecessary withholding, each U.S. holder is required to properly complete and return the Substitute Form W-9 included at the end of this Ballot, certifying that such holder is a U.S. person, that the TIN provided is correct, and that such holder is not subject to backup withholding, as per its instructions. Exempt persons should indicate their exempt status on the Substitute Form W-9 as per its instructions. Each non-U.S. holder is required complete and return the applicable IRS Form W-8 (W-8BEN, W-8ECI or W-8IMY, as applicable), signed under penalties of perjury, certifying the holder’s foreign status. These forms may be obtained from the IRS website (<http://www.irs.gov>). Holders should consult their tax advisors as to any qualification for exemption from backup withholding, or a lower rate of U.S. withholding under an applicable treaty or exemption, and the procedure for obtaining such exemption.

ITEM 5. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges that the undersigned has been provided with a copy of the Disclosure Statement, including all exhibits thereto. The undersigned certifies that (i) it is the holder of the Subordinated Claim identified in Item 1 above as of ~~June 3~~ October 18, 2010 and (ii) it has full power and authority to vote to accept or reject the Plan. The undersigned further acknowledges that the Debtors’ solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement and the order of the Bankruptcy Court approving the Disclosure Statement and the procedures for the solicitation of votes to accept or reject the Plan contained therein. The undersigned further acknowledges that by voting to accept the Plan, any holder of a Claim against the Debtors is affirmatively agreeing to the various release and exculpation provisions of the Plan, which appear principally in Article 43 of the Plan and provide as follows:

“43.6 Releases by Holders of Claims and Equity Interests. Except as otherwise expressly provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, and except with respect to holders of WMB Senior Notes Claims and Non-Filing WMB Senior Note Holders who do not check the box labeled “Grant Plan Section 43.6 Release”, on the Effective Date, for good and valuable consideration, each Entity that has held, currently holds or may hold a Released Claim or any Equity Interest that is terminated, and each of its respective Related Persons, on their own behalf and on behalf of anyone claiming through them, on their behalf, or for their benefit, shall be deemed to have and hereby does irrevocably and unconditionally, fully, finally and forever waive, release, acquit and discharge each and all of the Released Parties from any and all Released Claims in connection with or related to any of the Debtors, the Reorganized Debtors, the Affiliated Banks, or their respective subsidiaries, assets, liabilities, operations, property or estates, the Chapter 11 Cases or the Plan or the Disclosure Statement, the assets to be received by JPMC pursuant to the Global Settlement Agreement, the Plan Contribution Assets, the Debtors’ Claims, the JPMC Claims, the FDIC Claim, the Purchase and Assumption Agreement, the WMI/WMB Intercompany Claims, any intercompany claims on the books of WMI or WMB related to the WaMu Pension Plan or the Lakeview Plan, claims related in any way to the Trust Preferred Securities (including, without limitation, the creation of the Trust Preferred Securities, the financing associated therewith, the requested assignment of the Trust Preferred Securities by the Office of Thrift Supervision and the transfer and the asserted assignment of the Trust Preferred Securities subsequent thereto), and/or any claim, act, fact, transaction, occurrence, statement, or omission in connection with or alleged in the Actions or in the Texas Litigation, or that could have been alleged in respect of the foregoing or other similar proceeding, including, without limitation, any such claim demand, right, liability, or cause of action for indemnification, contribution or any other basis in law or equity for damages, costs or fees incurred by the releasors herein arising directly or indirectly from or otherwise relating thereto; provided, however, that each Entity that has submitted a Ballot may elect, by checking the appropriate box on its Ballot, not to grant the releases set forth in Section 43.6 of the Plan with respect to those Released Parties other than (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Trustees, and (iv) the Creditors’ Committee and its members in such capacity and for their actions as members, their respective Related Persons, and their respective predecessors, successors and assigns (whether by operation of law or otherwise), in which case, such Entity that so elects to not grant the releases will not receive a distribution hereunder; and provided, further, that, because the Plan and the Global Settlement Agreement, and the financial contributions contained therein, are conditioned upon the aforementioned releases, and, as such, these releases are essential for the successful reorganization of the Debtors, pursuant to the Confirmation Order, those Entities that opt out of the releases provided hereunder shall be bound and shall receive the distributions they otherwise would be entitled to receive pursuant to the Plan; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, in connection with any legal action or claim brought by the United States Securities and Exchange Commission or (b) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) to the extent that (i) the Pension Plans are terminated from and after the Effective Date and (ii) the Pension Plans are underfunded as of the Effective Date, release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, from any liability as a fiduciary of the Pension Plans, under any law, government policy or regulatory provision, (b) enjoin or preclude the Pension Benefit Guaranty Corporation from enforcing such liability against such non-Debtor Entity during the applicable statute of limitations period set forth in 29 U.S.C. § 1303 following any such termination, or (c) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim. In addition to, and not in any way limiting the foregoing, each holder of an Allowed WMB Senior Notes Claim and each Accepting Non-Filing WMB Senior Notes Holder shall be deemed to have released the Debtors, the Reorganized Debtors, the Liquidating Trustee, and each of their respective Related Persons from any and all direct and derivative claims arising from or related to such holder’s WMB Senior Notes, as well as any misrepresentation or other similar claim for damages arising from the purchase or sale of such holder’s WMB Senior Notes (including, without limitation, any Section 510(b) Subordinated WMB Notes Claims that such holder may have).

“43.7 Injunction Related to Releases. Except as provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, as of the Effective Date, (i) all Entities that hold, have held, or may hold a Released Claim or Equity Interest relating to any of the Debtors or the Reorganized Debtors or any of their respective assets, property and estates, that is released pursuant to Section 43.6 of the Plan, (ii) all other parties in interest, and (iii) each of the Related Persons of each of the foregoing entities, are, and shall be, permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any of the following actions, whether directly or indirectly, derivatively or otherwise, on account of or based on the subject matter of such discharged Released Claims or such Equity Interests: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including, without limitation, any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order; (iii) creating, perfecting or in any way enforcing in any matter, directly or indirectly, any Lien; (iv) setting off, seeking reimbursement or contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation owed to any Entity released under Section 43.6 hereof; and (v) commencing or continuing in any manner, in any place of any judicial, arbitration or administrative proceeding in any forum, that does not comply with or is inconsistent with the provisions of the Global Settlement Agreement, the Plan or the Confirmation Order.

“43.8 Exculpation. The Released Parties, members of the Plan Administration Committee and Plan Investment Committee of the WaMu Savings Plan, and each of their Related Persons shall not have or incur any liability to any Entity for any act taken or omitted to be taken in connection with the Chapter 11 Cases (including any actions taken by the Creditors’ Committee after

the Effective Date), the formulation, preparation, dissemination, implementation, confirmation or approval of the Plan or any compromises or settlements contained therein, the Disclosure Statement related thereto, the Global Settlement Agreement, or any contract, instrument, release or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the Plan and the Global Settlement Agreement; provided, however, that the foregoing provisions of this Section 43.8 shall not affect the liability of any Entity that otherwise would result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted gross negligence or willful misconduct. Any of the foregoing parties in all respects shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan."

Print or Type Name of Claimant: _____
Last Four (4) Digits of Social Security
or Federal Tax I.D. No. of Claimant: _____
Signature: _____
Name of Signatory (if different than claimant): _____
If by Authorized Agent, Title of Agent: _____
Street Address: _____
City, State and Zip Code: _____
Telephone Number: _____
E-mail Address: _____
Date Completed: _____

TO BE COMPLETED BY ALL U.S. HOLDERS

PAYOR:

<p><u>SUBSTITUTE</u></p> <p><u>Form W-9</u></p> <p><u>Department of the Treasury</u> <u>Internal Revenue Service</u> <u>(IRS)</u></p> <p><u>Request for Taxpayer</u> <u>Identification Number</u> <u>(TIN) and Certification</u></p>	<p><u>Name:</u></p> <p>_____</p>	<p><u>Check appropriate box:</u></p> <p>Individual/Sole Proprietor _____ <input type="checkbox"/></p> <p>Partnership <input type="checkbox"/></p> <p>Limited Liability Company _____ <input type="checkbox"/></p> <p><u>enter tax classification:</u> (D = Disregarded entity, C = Corporation, P = Partnership) _____</p> <p>Corporation _____ <input type="checkbox"/></p> <p>Other (specify) <input type="checkbox"/></p> <p>_____</p> <p>_____</p>
	<p><u>Address:</u></p> <p>_____</p> <p>_____</p> <p>_____</p>	<p align="center"><u>SSN or EIN:</u></p> <p>_____</p>
	<p><u>PART I.</u> Please provide your taxpayer identification number in the space at right. If awaiting TIN, write "Applied For" in space at right and complete the Certificate of Awaiting Taxpayer Identification Number below.</p>	
	<p><u>PART II:</u> For Payees exempt from backup withholding, see the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" and complete as instructed therein. Exempt from Backup Withholding _____ <input type="checkbox"/></p>	
<p><u>PART III: CERTIFICATION</u> Under penalties of perjury, I certify that:</p> <p>(1) _____ The number shown on this form is my correct Taxpayer Identification Number (or, as indicated, I am waiting for a number to be issued to me);</p> <p>(2) _____ I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and</p> <p>(3) _____ I am a U.S. citizen or other U.S. person (including a U.S. resident alien).</p> <p><u>Certification Instructions</u>—You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because you have failed to report all interest or dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding you received another notification from the IRS that you are no longer subject to backup withholding, do not cross out item (2).</p>		
<p>Signature: _____ Date: _____, 2009</p>		

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE
IF YOU WROTE "APPLIED FOR" IN PART I
OF THIS SUBSTITUTE FORM W-9 CERTIFICATE

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (a) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office or (b) I intend to mail or deliver an application in the near future. I understand that if I do not provide my Taxpayer Identification Number by the time of payment, 28% of all reportable payments made to me will be withheld.

Signature: _____ Date: _____

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF 28% OF ANY PAYMENTS MADE TO YOU PURSUANT TO PLAN. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9

Guidelines for Determining the Proper Identification Number to Give the Payer—Social Security numbers have nine digits separated by two hyphens: i.e., 000-00-0000. Employer identification numbers have nine digits separated by only one hyphen: i.e., 00-0000000. The table below will help determine the number to give the payer.

<u>For this type of account</u>	<u>Give the SOCIAL SECURITY number of:</u>	<u>For this type of account</u>	<u>Give the EMPLOYER IDENTIFICATION number of:</u>
<u>1. An individual</u>	<u>The individual</u>	<u>6. Sole proprietorship or disregarded entity not owned by an individual</u>	<u>The owner</u>
<u>2. Two or more individuals (joint account)</u>	<u>The actual owner of the account or, if combined funds, the first individual on the account(1)</u>	<u>7. A valid trust, estate, or pension trust</u>	<u>The legal entity(4)</u>
<u>3. Custodian account of a minor (Uniform Gift to Minors Act)</u>	<u>The minor(2)</u>	<u>8. Corporate or LLC electing corporate status on Form 8832</u>	<u>The corporation</u>
<u>4. a. The usual revocable savings trust (grantor is also trustee)</u>	<u>The grantor-trustee(1)</u>	<u>9. Association, club, religious, charitable, educational or other tax exempt organization</u>	<u>The organization</u>
<u>b. So-called trust account that is not a legal or valid trust under state law</u>	<u>The actual owner(1)</u>	<u>10. Partnership or multimember LLC</u>	<u>The partnership</u>
<u>5. Sole proprietorship or disregarded entity owned by an individual</u>	<u>The owner(3)</u>	<u>11. A broker or registered nominee</u>	<u>The broker or nominee</u>
		<u>12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district or prison) that receives agricultural program payments</u>	<u>The public entity</u>

(1) List first and circle the name of the person whose number you furnish. If only one person on a joint account has a social security number, that person’s number must be furnished.

(2) Circle the minor’s name and furnish the minor’s social security number.

(3) If you are an individual, you must show your individual name and you may also enter your business or “DBA” name on the second line. You may use either your social security number or employer identification number (if you have one), but the IRS encourages you to use your social security number.

(4) List first and circle the name of the trust, estate or pension trust. (Do not furnish the identifying number of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

How to Obtain a TIN

If you do not have a taxpayer identification number or you do not know your number, obtain Form SS-5, Application for a Social Security Number Card, at the local office of the Social Security Administration (or the website www.ssa.gov) and apply for a social security number, or obtain Form W-7, Application for IRS Individual Taxpayer Identification Number, or Form SS-4, Application for Employer Identification Number, at the local office of the Internal Revenue Service (“IRS”) (or the website www.irs.gov) and apply for an individual taxpayer identification number or employer identification number, as applicable.

CAUTION: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Payees Exempt from Backup Withholding

Payees specifically exempted from backup withholding on all payments include the following:

1. An organization exempt from tax under section 501(a) of the Internal Revenue IRC of 1986, as amended (the “IRC”), an individual retirement plan, or a custodial account under section 403(b)(7) of the IRC if the account satisfies the requirements of section 401(f)(2) of the IRC.
2. The United States or any of its agencies or instrumentalities.
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
4. A foreign government or any of its political subdivisions, agencies or instrumentalities.
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation.
7. A foreign central bank of issue.
8. A dealer in securities or commodities required to register in the United States, the District of Columbia or a possession of the United States.
9. A futures commission merchant registered with the Commodity Futures Trading Commission.
10. A real estate investment trust.
11. An entity registered at all times during the tax year under the Investment Company Act of 1940, as amended.
12. A common trust fund operated by a bank under section 584(a) of the IRC.
13. A financial institution.
14. A middleman known in the investment community as a nominee or custodian.
15. A trust exempt from tax under section 664 of the IRC or described in section 4947 of the IRC.

Payments of dividends and patronage dividends not generally subject to backup withholding include the following:

- Payments to nonresident aliens subject to withholding under section 1441 of the IRC.

- Payments to partnerships not engaged in a trade or business in the United States and that have at least one non-resident alien partner.
- Payments of patronage dividends not paid in money.
- Payments made by certain foreign organizations.

The chart below shows two of the types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

<u>IF the payment is for ...</u>	<u>THEN the payment is exempt for ...</u>
<u>Interest and dividend payments</u>	<u>All exempt recipients except for 9</u>
<u>Broker transactions</u>	<u>Exempt recipients 1 through 13; also, a person who regularly acts as a broker and who is registered under the Investment Advisers Act of 1940, as amended</u>

Exempt payees should file the Substitute Form W-9 to avoid possible erroneous backup withholding. ENTER YOUR NAME ON THE APPROPRIATE LINE AND CHECK THE APPROPRIATE BOX FOR YOUR STATUS, THEN CHECK THE “EXEMPT PAYEE” BOX, SIGN AND DATE THE FORM, AND RETURN IT TO THE PAYER. Foreign payees who are not subject to backup withholding should complete the appropriate IRS Form W-8 and return it to the payer.

Privacy Act Notice

Section 6109 of the IRC requires most recipients of dividend, interest or other payments to give their correct taxpayer identification numbers to payers who must report the payments to the IRS. The IRS uses the numbers for identification purposes and to help verify the accuracy of tax returns. It may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia and U.S. possessions to carry out their tax laws. It may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, and to federal law enforcement and intelligence agencies to combat terrorism.

Payees must provide payers with their taxpayer identification numbers whether or not they are required to file tax returns. Payers must generally withhold 28% of taxable interest, dividend and certain other payments to a payee who does not furnish a taxpayer identification number to a payer. Certain penalties may also apply.

Penalties

1. **Penalty for Failure to Furnish Taxpayer Identification Number** — If you fail to furnish your correct taxpayer identification number to a payer, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.
2. **Civil Penalty for False Information With Respect to Withholding** — If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of \$500.
3. **Criminal Penalty for Falsifying Information** — Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.
4. **Misuse of TINs** — If the requestor discloses or uses TINs in violation of federal law, the requestor may be subject to civil and criminal penalties.

FOR ADDITIONAL INFORMATION, CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE.

Exhibit 4-46

Master Ballot for Class 2

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

-----X
In re: : **Chapter 11**
: :
WASHINGTON MUTUAL, INC., et al.,¹² : **Case No. 08-12229 (MFW)**
: :
Debtors. : **(Jointly Administered)**
: :
-----X

**MASTER BALLOT FOR CLASS 2
(SENIOR NOTES CLAIMS) (CUSIP NO. _____)**

Name of Debtor Entities and Case Numbers

WMI Investment Corp.	08-12228 (MFW)	Washington Mutual, Inc.	08-12229 (MFW)
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Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “*Debtors*”), each of which is identified above, are soliciting votes with respect to the ~~Third~~Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of ~~June 2,~~October 6, 2010 (as it may be further amended, the “*Plan*”), from the holders of certain impaired claims against the Debtors. The Plan is attached as Exhibit A to the Disclosure Statement for the Plan (as it may be amended, the “*Disclosure Statement*”). All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to such terms in the Plan.

The United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”) has approved the Disclosure Statement, which provides information to assist you in deciding how to vote on the Plan. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. If you have any questions on how to properly complete this Ballot, please contact Kurtzman Carson Consultants LLC (the “*Voting Agent*”) at ~~(866) 381-9100,~~(917) 281-4800. Please be advised that Kurtzman Carson Consultants LLC cannot provide legal advice.

THIS MASTER BALLOT IS ONLY FOR CASTING VOTES ON BEHALF OF BENEFICIAL HOLDERS OF THE SENIOR NOTES CLAIMS.

This Master Ballot is to be used by you as a broker, bank, or other nominee; or as the agent of a broker, bank, or other nominee (each of the foregoing, a “Voting Nominee”); or as the proxy holder of a Voting Nominee or beneficial holder of the Senior Notes, to transmit to the Voting Agent the votes of such beneficial holders in respect of their Senior Notes Claims to accept or reject the Plan.

¹² 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 925 Fourth Avenue, Seattle, Washington 98104.

IMPORTANT

VOTING DEADLINE: 5:00 P.M. (Pacific Time) on ~~July 21,~~November 15, 2010.

To have the vote of the beneficial holder(s) for whom you act as Voting Nominee count, the Master Ballot must be properly completed, signed, and returned so that it is actually received by the Voting Agent, Kurtzman Carson Consultants LLC, by no later than 5:00 p.m. (Pacific Time) on ~~July 21,~~November 15, 2010, unless such time is extended by the Debtors. Please mail or deliver your Master Ballot to: Washington Mutual Ballot Processing, c/o Kurtzman Carson Consultants, ~~1230~~599 Lexington Avenue ~~of the Americas,~~ 739th Floor, New York, New York ~~10020,~~10022.

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Master Ballot is not received by the Voting Agent on or before the Voting Deadline and such deadline is not extended by the Debtors, the votes of the beneficial holder(s) for whom you act as Voting Nominee will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on the beneficial holder(s) for whom you act as Voting Nominee whether or not you vote.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 1 AND COMPLETE ITEM 1.
2. COMPLETE ITEM 2.
3. COMPLETE ITEM 3.
4. COMPLETE ITEM 4.
5. COMPLETE ITEM 5.
6. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 6, AND COMPLETE ITEM 6.
7. **SIGN THE BALLOT.**
8. RETURN THE BALLOT IN THE PRE-ADDRESSED POSTAGE-PAID ENVELOPE (SO THAT IT IS RECEIVED BEFORE THE VOTING DEADLINE).
9. BENEFICIAL HOLDERS MUST VOTE THE FULL AMOUNT OF THE ALLOWED PREPETITION CLAIM COVERED BY THEIR BALLOTS EITHER TO ACCEPT OR TO REJECT THE PLAN. BENEFICIAL HOLDERS MAY NOT SPLIT THEIR VOTES.
10. ANY EXECUTED BALLOT RECEIVED BY YOU FROM A BENEFICIAL HOLDER THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, SHOULD BE COUNTED AS AN ACCEPTANCE OF THE PLAN.

This Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than to cast votes to accept or reject the Plan.

**VOTING INSTRUCTIONS FOR COMPLETING THE MASTER BALLOT
FOR VOTING NOMINEES OF CLASS 2 (SENIOR NOTES CLAIMS)**

1. The Plan will be accepted by Class 2 if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class 2 that actually vote on the Plan. In the event that Class 2 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on beneficial holders for which you are acting as Voting Nominee if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the holders of Claims in Class 2 and all other Classes of Claims or Equity Interests rejecting the Plan, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Equity Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby, and may be bound to the releases contained therein.

2. **Complete, sign, and return this Master Ballot to Kurtzman Carson Consultants LLC so that it is received by the Voting Agent by no later than 5:00 p.m. (Pacific Time) on ~~July 21~~, November 15, 2010 (the “Voting Deadline”), unless such time is extended in writing by the Debtors.** Ballots must be delivered either by mail with the enclosed envelope or by hand delivery or overnight courier to the Voting Agent at the following address:

Washington Mutual Ballot Processing
c/o Kurtzman Carson Consultants
~~1230~~599 ~~Lexington~~ Avenue ~~of the Americas~~,
~~739~~th Floor
New York, New York ~~10020~~10022

Attn: ~~David M. Sharp~~Vote Processing
Telephone: (917) ~~639281-4276~~4800

Ballots will not be accepted by telecopy, facsimile, e-mail or other electronic means of transmission.

3. **HOW TO VOTE:**

If you are both the registered owner and the beneficial holder of any principal face amount of the Senior Notes and you wish to vote any Senior Notes Claims held by you as the beneficial holder thereof, you must complete, execute and return to the Voting Agent a Master Ballot in connection therewith.

If you are transmitting the votes of any beneficial holders of Senior Notes Claims other than yourself, you must forward the Solicitation Package to such beneficial holders, together with (i) the Beneficial Holder Ballots for voting and (ii) a return envelope provided by and addressed to you, the Voting Nominee, with the beneficial holders then returning the individual Beneficial Holder Ballots to you, the Voting Nominee. In such case, you, the Voting Nominee, will tabulate the votes of your respective beneficial holders on a Master Ballot that will be provided to you, the Voting Nominee, separately by the Voting Agent, in accordance with any instructions set forth in the instructions to the Master Ballot, and then return the Master Ballot to the Voting Agent. You, the Voting Nominee should advise the beneficial holders to return their individual Beneficial Holder Ballots to you by a date

calculated by you to allow yourself sufficient time to prepare and return the Master Ballot to the Voting Agent so that the Master Ballot is actually received by the Voting Agent by the Voting Deadline.

4. With respect to all Beneficial Holder Ballots returned to you, you must properly complete the Master Ballot, as follows:
 - a. Check the appropriate box in Item 1 on the Master Ballot;
 - b. Indicate the votes to accept or reject the Plan in Item 2 of the Master Ballot, as transmitted to you by the beneficial holders of Senior Notes Claims. To identify such beneficial holders without disclosing their names, please use the customer account number assigned by you to each such beneficial holder or, if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each beneficial holder and the assigned number). **IMPORTANT: EACH BENEFICIAL HOLDER MUST VOTE ALL OF HIS, HER, OR ITS SENIOR NOTES CLAIMS EITHER TO ACCEPT OR REJECT THE PLAN, AND MAY NOT SPLIT SUCH VOTE. IF ANY BENEFICIAL HOLDER HAS ATTEMPTED TO SPLIT SUCH VOTE, PLEASE CONTACT THE VOTING AGENT IMMEDIATELY;**
 - c. Please note that Item 3 of the Master Ballot requests that you transcribe the information provided by each beneficial holder in Item 3 of each completed Beneficial Holder Ballot relating to other Senior Notes Claims voted;
 - d. Please note that Item 4 of the Master Ballot requests that you transcribe the information provided by each beneficial holder in Item 4 of each completed Beneficial Holder Ballot relating to the granting of certain releases, and that you tender the underlying Senior Notes held by those beneficial holders electing to opt out of granting the releases to the appropriate account established at DTC for such purpose;
 - e. Please note that Item 5 of the Master Ballot requests that you transcribe the information provided by each beneficial holder in Item 5 of each completed Beneficial Holder Ballot relating to the Exchange Election, and that you tender the underlying Senior Notes held by those beneficial holders making the Exchange Election to the appropriate account established at DTC for such purpose;
 - f. Review the certification in Item 6 of the Master Ballot;
 - g. Sign and date the Master Ballot, and provide the remaining information requested;
 - h. If additional space is required to respond to any item on the Master Ballot, please use additional sheets of paper clearly marked to indicate the applicable Item of the Master Ballot to which you are responding;
 - i. Contact the Voting Agent if you need any additional information; and
 - j. Deliver the completed, executed Master Ballot so as to be received by the Voting Agent before the Voting Deadline. For each completed, executed Beneficial Holder Ballot returned to you by a beneficial holder, either forward such Beneficial Holder Ballot (along with your Master Ballot) to the Voting Agent or retain such Beneficial Holder Ballot in your files for one year from the Voting Deadline.

IF YOU HAVE ANY QUESTIONS REGARDING THE MASTER BALLOT, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR IF YOU DID NOT RECEIVE A

COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT ~~(866) 381-9100~~, [\(917\) 281-4800](tel:(917) 281-4800). COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT WWW.KCCLLC.NET/WAMU. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

Item 1. Certification of Authority to Vote. The undersigned certifies that as of ~~June 3,~~October 18, 2010 (the Voting Record Date under the Plan), the undersigned (please check appropriate box):

- Is a broker, bank, or other nominee for the beneficial holders of the aggregate principal face amount of the Senior Notes listed in Item 2 below, and is the registered holder of such securities, or
- Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, or other nominee that is the registered holder of the aggregate principal face amount of the Senior Notes listed in Item 2 below, or
- Has been granted a proxy (an original of which is attached hereto) from a broker, bank, or other nominee, or a beneficial holder, that is the registered holder of the aggregate principal face amount of Senior Notes listed in Item 2 below,

and accordingly, has full power and authority to vote to accept or reject the Plan, on behalf of the Senior Notes Claims held by the beneficial holders of the Senior Notes described in Item 2.

Item 2. Vote. The undersigned transmits the following votes of beneficial holders in respect of their Senior Notes Claims, and certifies that the following beneficial holders of the Senior Notes, as identified by their respective customer account numbers set forth below, are beneficial holders of such securities as of ~~June 3,~~October 18, 2010, the Voting Record Date, and have delivered to the undersigned, as Voting Nominee, their ballots (“**Beneficial Holder Ballots**”) casting such votes. Indicate in the appropriate column the aggregate principal face amount voted for each account, or attach such information to this Master Ballot in the form of the following table. Please note each beneficial holder must vote all of his, her, or its Senior Notes Claims to accept or to reject the Plan and may not split such vote.

Your Customer Account Number for Each Beneficial Holder of Voting Senior Notes	Principal Amount of Senior Notes Voted to ACCEPT or REJECT Plan*	
	ACCEPT	REJECT
1.	\$	\$
2.	\$	\$
3.	\$	\$
4.	\$	\$
5.	\$	\$
6.	\$	\$
7.	\$	\$
8.	\$	\$
9.	\$	\$
TOTALS:	\$	\$

* Any executed ballot received by a Voting Nominee from a beneficial holder that (a) does not indicate either an acceptance or rejection of the Plan, or (b) that indicates both an acceptance and a rejection of the Plan, should be counted as an **acceptance** of the Plan.

Item 3. Certification as to Transcription of Information from Item 3 as to Senior Notes Claims Voted Through Other Beneficial Holder Ballots. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by beneficial holders in Item 3 of the beneficial holders’ original Beneficial Holder Ballots, identifying any Senior Notes Claims for which such beneficial holders have submitted other Beneficial Holder Ballots other than to the undersigned:

YOUR Customer Account Number for Each Beneficial Holder Who Completed <u>Item 3</u> of the Beneficial Holder Ballots	TRANSCRIBE FROM <u>ITEM 3</u> OF THE BENEFICIAL HOLDER BALLOTS:		
	Account Number	Name of Owner	Amount of Other Senior Notes Voted
1.			\$
2.			\$
3.			\$
4.			\$
5.			\$
6.			\$
7.			\$
8.			\$
9.			\$
10.			\$

Item 4. Certification as to Transcription of Information from Item 4 as to Opt-Out Election. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by beneficial holders in Item 4 of the beneficial holders’ original Beneficial Holder Ballots:

YOUR Customer Account Number for Each Beneficial Holder Who Completed <u>Item 4</u> of the Beneficial Holder Ballots	<u>VOI Number from DTC*</u> for Each Beneficial Holder Who Elected to Opt Out of Granting Releases	<u>Principal Amount for Each Beneficial Holder Who Elected to Opt Out of Granting Releases</u>	TRANSCRIBE FROM <u>ITEM 4</u> OF THE BENEFICIAL HOLDER BALLOTS:
			Elect to Opt Out of granting releases? (Y/N)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

* The underlying Senior Notes held by those beneficial holders electing to opt out of granting releases are to be tendered into the appropriate election account established at The Depository Trust Company (“DTC”) for that purpose. Input the corresponding VOI number received from DTC in the appropriate Opt-Out Election column in the table above if the beneficial holder elected the Opt-Out Election in Item 4 on its individual Beneficial Holder Ballot. Senior Notes may not be withdrawn from the DTC election account once tendered. No further trading will be permitted in the Senior Notes held in the election account at DTC. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all Senior Notes held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder.

Item 5. Certification as to Transcription of Information from Item 5 as to Exchange Election. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by beneficial holders in Item 5 of the beneficial holders' original Beneficial Holder Ballots:

YOUR Customer Account Number for Each Beneficial Holder Who Completed <u>Item 5</u> of the Beneficial Holder Ballots	VOI Number from DTC* for Each Beneficial Holder Who Completed <u>Item 5</u> of the Beneficial Holder Ballots	TRANSCRIBE FROM <u>ITEM Principal Amount for Each Beneficial Holder Who Completed Item 5 OF THE BENEFICIAL HOLDER BALLOTS of the Beneficial Holder Ballots</u>	TRANSCRIBE FROM ITEM 5 OF THE BENEFICIAL HOLDER BALLOTS:		
			% of such beneficial holder's <i>pro rata</i> share of <u>Creditor Cash to be received as Liquidating Trust Interests to be Distributed as Reorganized Common Stock</u>	<u>% of such beneficial holder's <i>pro rata</i> share of Cash to be received as Liquidating Trust Interests to be Distributed as Reorganized Common Stock</u>	<u>% of such holder's <i>pro rata</i> share of remaining claim to be received on account of subordination and payover rights if held to be applicable and exercisable separately by each holder</u>
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

* The underlying Senior Notes held by those beneficial holders making the Exchange Election are to be tendered into the appropriate election account established at The Depository Trust Company ("DTC") for that purpose. Input the corresponding VOI number received from DTC in the appropriate Exchange Election column in the table above if the beneficial holder elected the Exchange Election in Item 5 on its individual Beneficial Holder Ballot. Senior Notes may not be withdrawn from the DTC election account once tendered. No further trading will be permitted in the Senior Notes held in the election account at DTC. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all Senior Notes held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder.

Item 6. Certification. By signing this Master Ballot, the undersigned certifies that each beneficial holder of the Senior Notes listed in Item 2 above has been provided with a copy of the Disclosure Statement, including the exhibits thereto, and acknowledges that the solicitation of votes for the Plan is subject to all of the terms and conditions set forth in the Disclosure Statement.

Name of Voting Nominee: _____
(Print or Type)

Participant Number: _____

Name of _____ Proxy Holder or Agent
for Voting Nominee (if applicable): _____
(Print or Type)

Last Four (4) Digits of Social Security or Federal Tax I.D. No.: _____

Signature: _____

By: _____
(If Appropriate)

Title: _____
(If Appropriate)

Street Address: _____

City, State, Zip Code: _____

Telephone Number: () _____
(Including Area Code)

Date Completed: _____

Exhibit 4-57

Beneficial Holder Ballot for Class 2

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

-----X
In re: : **Chapter 11**
: :
WASHINGTON MUTUAL, INC., et al.,¹³ : **Case No. 08-12229 (MFW)**
: :
Debtors. : **(Jointly Administered)**
: :
-----X

**BENEFICIAL HOLDER BALLOT FOR CLASS 2
(SENIOR NOTES CLAIMS) (CUSIP NO. _____)**

Name of Debtor Entities and Case Numbers

WMI Investment Corp.	08-12228 (MFW)	Washington Mutual, Inc.	08-12229 (MFW)
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Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “*Debtors*”), each of which is identified above, are soliciting votes with respect to the ~~Third~~Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of ~~June 2,~~October 6, 2010 (as it may be further amended, the “*Plan*”), from the holders of certain impaired claims against the Debtors. The Plan is attached as Exhibit A to the Disclosure Statement for the Plan (as it may be amended, the “*Disclosure Statement*”). All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to such terms in the Plan.

If you are, as of ~~June 3,~~October 18, 2010, the holder of a Senior Notes Claim, please use this Ballot to cast your vote to accept or reject the Plan. **THIS BALLOT IS ONLY FOR THE BENEFICIAL HOLDERS OF THE SENIOR NOTES CLAIMS.**

The United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”) has approved the Disclosure Statement, which provides information to assist you in deciding how to vote on the Plan. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. If you have any questions on how to properly complete this Ballot, please contact Kurtzman Carson Consultants LLC (the “*Voting Agent*”) at ~~(866) 381-9100, (888) 830-4644~~. Please be advised that Kurtzman Carson Consultants LLC cannot provide legal advice.

Please note that the Debtors consented to, and the Bankruptcy Court directed, the appointment by the United States Trustee for the District of Delaware of Joshua R. Hochberg as examiner to conduct an investigation of the Debtors. The examiner will prepare a report summarizing its findings and such report, with the exception of any confidential information contained therein, will be made publicly available at www.kccllc.net/wamu prior to the deadline to vote on the Plan.

¹³ 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 925 Fourth Avenue, Seattle, Washington 98104.

IMPORTANT

You should review the Disclosure Statement and the Plan (including the Global Settlement Agreement) before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your claim or claims under the Plan.

All of your Senior Notes Claims against the Debtors have been placed in Class 2 under the Plan. If you hold claims in more than one class under the Plan, you will receive a Ballot for each class in which you are entitled to vote and must complete a separate Ballot for each such class of claims.

VOTING DEADLINE: 5:00 P.M. (Pacific Time) on ~~July 21~~, November 15, 2010.

In order for your vote to be counted, the Master Ballot from your Nominee must be properly completed, signed, and returned so that it is actually received by the Voting Agent, Kurtzman Carson Consultants LLC, by no later than 5:00 p.m. (Pacific Time) on ~~July 21~~, November 15, 2010, unless such time is extended by the Debtors. Please mail or deliver your Ballot to your Voting Nominee.

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If ~~your~~ the Master Ballot from your Nominee is not received by the Voting Agent on or before the Voting Deadline and such deadline is not extended by the Debtors, your vote will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on you whether or not you vote.

Your receipt of this Ballot does not signify that your claim(s) has been or will be allowed.

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR BANK, BROKER, OR OTHER VOTING NOMINEE (EACH OF THE FOREGOING, A “VOTING NOMINEE”), YOU MUST RETURN THIS BALLOT TO SUCH VOTING NOMINEE AND NOT THE VOTING AGENT. PLEASE ALLOW SUFFICIENT TIME FOR YOUR VOTING NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. REVIEW ITEM 1.
2. COMPLETE ITEM 2.
3. COMPLETE ITEM 3.
4. COMPLETE ITEM 4. NOTE THAT THIS ITEM IS OPTIONAL.
5. COMPLETE ITEM 5. NOTE THAT THIS ITEM IS OPTIONAL.
6. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 6, AND COMPLETE ITEM 6.
7. **SIGN THE BALLOT.**
8. RETURN THE BALLOT IN THE PRE-ADDRESSED POSTAGE-PAID ENVELOPE (SO THAT IT IS RECEIVED BEFORE THE VOTING DEADLINE).
IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR BANK, BROKER, OR OTHER VOTING NOMINEE (EACH OF THE FOREGOING, A "VOTING NOMINEE"), PLEASE RETURN THE BALLOT TO SUCH VOTING NOMINEE AND ALLOW SUFFICIENT TIME FOR YOUR VOTING NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.
9. YOU MUST VOTE THE FULL AMOUNT OF THE ALLOWED CLAIM COVERED BY THIS BALLOT EITHER TO ACCEPT OR TO REJECT THE PLAN. YOU MAY NOT SPLIT YOUR VOTE.
10. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, WILL BE COUNTED AS AN ACCEPTANCE OF THE PLAN.

This Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than to cast votes to accept or reject the Plan.

**VOTING INSTRUCTIONS FOR COMPLETING THE BALLOT
FOR HOLDERS OF CLASS 2 (SENIOR NOTES CLAIMS)**

1. This Ballot is submitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan will be accepted by Class 2 if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class 2 that actually vote on the Plan. In the event that Class 2 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the holders of Claims in Class 2 and all other Classes of Claims [or Equity Interests](#) rejecting the Plan, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Equity Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby, and may be bound to the releases contained therein.
3. **Complete, sign, and return this Ballot in the envelope provided.**
4. To properly complete the Ballot, you must follow the procedures described below:
 - a. if you have a Claim in Class 2, cast one vote to accept or reject the Plan by checking the appropriate box in [Item 2](#);
 - b. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act);
 - c. if you also hold Claims in a Class other than Class 2, you may receive more than one Ballot, labeled for a different Class of Claims. Your vote will be counted in determining acceptance or rejection of the Plan by a particular Class of Claims only if you complete, sign, and return the Ballot labeled for that Class of Claims in accordance with the instructions on that Ballot;
 - d. if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;
 - e. provide your name and mailing address;
 - f. sign and date your Ballot; and
 - g. return your Ballot using the enclosed pre-addressed return envelope.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR IF YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT ~~(866) 381-9100~~, [888\) 830-4644](tel:888-830-4644). COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT WWW.KCCLLC.NET/WAMU. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

ITEM 1. Amount of Senior Notes Claim. The face amount of your claim for voting purposes is: \$ _____ . If your Senior Notes are held by a Voting Nominee on your behalf and you do not know the face amount of the Senior Notes held, please contact your Voting Nominee immediately.

ITEM 2. Vote on the Plan. The undersigned holder of a Senior Notes Claim in the amount identified in Item 1 above hereby votes to:

- Check one box: Accept the Plan
 Reject the Plan

ITEM 3. Certification as to Senior Notes Claims held in Additional Accounts. By completing and returning this Ballot, the beneficial holder certifies that either (a) it has not submitted any other Ballots for other Class 2 Senior Notes Claims held in other accounts or other record names or (b) it has provided the information specified in the following table for all other Class 2 Senior Notes Claims for which it has submitted additional Ballots, each of which indicates the same vote to accept or reject the Plan (please use additional sheets of paper if necessary):

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED CLASS 2 BALLOTS OTHER THAN THIS BALLOT.

Account Number	Name of Holder ¹	Amount of Other Senior Notes Claims Voted

ITEM 4. OPTIONAL – Opt-Out Election. By checking the box below, you elect NOT to grant the releases contained in Section 43.6 of the Plan as they relate to the opt-out release parties set forth in Section 43.6 of the Plan. Election to withhold consent is at your option. **Please be advised that if you elect NOT to grant the releases, you WILL NOT be entitled to a distribution under the Plan.** If you submit your Ballot without this box checked, you will be deemed to consent to the release. However, be advised that the Debtors, at the Confirmation Hearing, intend to seek enforcement of the releases, injunction, and exculpation contained in Sections 43.6, 43.7, and 43.8 of the Plan as to all parties regardless of whether you elect to opt out.

- Check the box: Elect to opt out

In order to elect to opt out of granting the releases, the Nominee holding your Senior Notes must “tender” your notes into the appropriate election account established at The Depository Trust Company (“DTC”) for this purpose. Senior Notes may not be withdrawn from the election account after your Nominee has tendered them to the election account at DTC. Once the Senior Notes have been tendered, no further trading will be permitted in the Senior Notes held in the election account. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all Senior Notes held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder.

ITEM 5. OPTIONAL – Exchange Election.

Commencing on the Effective Date, and subject to (a) the right of election described in the Plan and (b) the provisions of Section 32.1(a) of the Plan with respect to a Retention/Sale Transaction, each holder of an Allowed Senior Notes Claim shall be entitled to receive on account of such holder’s Allowed Senior Notes Claim and Postpetition Interest Claim such holder’s *pro rata* share of (i) Creditor Cash and (ii) Liquidating Trust Interests, in an aggregate amount equal to (a) such holder’s Allowed Senior Notes Claim and (b) in the event that all Allowed Claims are paid in full, such holder’s Postpetition Interest Claim.

Notwithstanding the foregoing, the Plan provides that holders of Allowed Senior Notes Claims each shall be provided the right to elect, in their sole and absolute discretion, to receive Reorganized Common Stock (subject

¹ Insert your name if the Senior Notes are held by you in your own name or, if held in “street name,” insert the name of your broker or bank.

to adjustment based upon the amount of Reorganized Common Stock elected by holders of Allowed General Unsecured Claims and subject to dilution on account of the Rights Offering), in lieu of some or all of the Creditor Cash or Cash on account of Liquidating Trust Interests, as the case may be, that such holder otherwise is entitled to receive pursuant to the Plan. If you would like to make such an election, complete the information below.

Check the box: Elect to receive Reorganized Common Stock in lieu of Creditor Cash

_____ % of such holder's *pro rata* share of Creditor Cash to be distributed as Reorganized Common Stock

Check the box: Elect to receive Reorganized Common Stock in lieu of Cash to be received on account of Liquidating Trust Interests

_____ % of such holder's *pro rata* share of Cash to be received on account of Liquidating Trust Interests to be distributed as Reorganized Common Stock

If the Plan and Confirmation Order provide that both (i) Reorganized Common Stock is subject to payover rights under the applicable contractual subordination provisions in the Indentures and Guarantee Agreements and (ii) such rights are exercisable individually per holder, please indicate below the percentage, if any, of such Reorganized Common Stock you would elect to receive

_____ % of such holder's *pro rata* share of remaining claim to be received on account of subordination and payover rights if held to be applicable and exercisable separately by each holder.

In order to make the Exchange Election, the Voting Nominee holding your Senior Notes must "tender" your notes into the appropriate election account established at The Depository Trust Company ("DTC") for this purpose. Senior Notes may not be withdrawn from the election account after your Nominee has tendered them to the election account at DTC. Once the Senior Notes have been tendered, no further trading will be permitted in the Senior Notes held in the election account. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all Senior Notes held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder.

NOTE: To the extent a holder receives Reorganized Common Stock, such holder's distribution of Creditor Cash or Cash to be received on account of Liquidating Trust Interests, as the case may be, shall be reduced on a dollar-for-dollar basis by the value of the Reorganized Common Stock so received (valued as of the Effective Date), so that the ultimate recovery percentage for each holder of an Allowed Senior Notes Claim is the same, regardless of whether a holder receives Reorganized Common Stock. **If all Allowed Senior Notes Claims and Postpetition Interest Claims on account of Allowed Senior Notes Claims are paid in full, in Cash on the Effective Date, then holders of Allowed Senior Notes Claims who elected to receive Reorganized Common Stock shall not receive such stock and their election rights shall automatically be deemed cancelled. To the extent that all Allowed Senior Notes Claims and/or Postpetition Interest Claims on account of Allowed Senior Notes Claims are not paid in full, in Cash on the Effective Date, then holders of Allowed Senior Notes Claims who elected to receive Reorganized Common Stock shall only be entitled to receive Reorganized Common Stock with an aggregate value equal to any unpaid portion of their Allowed Senior Notes Claims and Postpetition Interest Claims in accordance with the Subordination Model attached to the Plan as Exhibit "G".** Failure by any holder of an Allowed Senior Notes Claim to elect to exercise election rights on or before the Voting Deadline shall constitute a deemed waiver and relinquishment of such rights by such holder. Any election made after the Voting Deadline shall not be binding upon the Debtors unless the Voting Deadline is waived, in writing, by the Debtors; provided, however, that under no circumstance may such waiver by the Debtors occur on or after the Effective Date. Any holder electing to receive Reorganized Common Stock shall be subject to, and bound by, ~~a shareholders' a~~ registration rights agreement, if any, ~~and a registration rights agreement, if any, forms~~ a form of which will be filed with the Bankruptcy Court prior to the Voting Deadline if applicable.

NOTE: In the event that, as of the Effective Date, the Debtors have determined to enter into a Retention/Sale Transaction, all elections to receive Reorganized Common Stock shall be deemed null and void and of no force or effect and no Reorganized Common Stock shall be issued pursuant to the Plan.

Voting on the Plan or exercising an election shall not constitute or be deemed a waiver of any rights or remedies that any holder or Indenture Trustee may have with respect to subordination and subrogation rights arising under or with

respect to the Senior Notes, Senior Subordinated Notes, CCB Guarantees, PIERS Common Securities and PIERS Preferred Securities, all of which rights and remedies shall be controlled and governed by the Indentures and Guarantee Agreements providing for and relating to such subordination and subrogation rights and nothing in the Plan or any annex, attachment, schedule or exhibit to the Plan, shall amend, modify or impair such rights (or any remedies in respect thereof) in any manner or fashion; provided, however, that any disagreement with the priorities or distributions set forth in the Plan or in the Subordination Model shall be raised prior to, and decided at, the Confirmation Hearing, and all issues with respect to contractual subordination and subrogation not resolved at the Confirmation Hearing shall be governed pursuant to the Subordination Model or, if the decision of the Bankruptcy Court at the Confirmation Hearing differs from the Subordination Model, then all issues with respect to contractual subordination and subrogation shall be governed pursuant to such decision.

ITEM 6. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges that the undersigned has been provided with a copy of the Disclosure Statement, including all exhibits thereto. The undersigned certifies that (i) it is the holder of the Senior Notes Claims identified in Item 1 above as of ~~June 3, October 18,~~ 2010 and (ii) it has full power and authority to vote to accept or reject the Plan. The undersigned further acknowledges that the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement and the order of the Bankruptcy Court approving the Disclosure Statement and the procedures for the solicitation of votes to accept or reject the Plan contained therein. The undersigned further acknowledges that by voting to accept the Plan, any holder of a Claim against the Debtors is affirmatively agreeing to the various release and exculpation provisions of the Plan, which appear principally in Article 43 of the Plan and provide as follows:

“43.6 Releases by Holders of Claims and Equity Interests. Except as otherwise expressly provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, and except with respect to holders of WMB Senior Notes Claims and Non-Filing WMB Senior Note Holders who do not check the box labeled “Grant Plan Section 43.6 Release”, on the Effective Date, for good and valuable consideration, each Entity that has held, currently holds or may hold a Released Claim or any Equity Interest that is terminated, and each of its respective Related Persons, on their own behalf and on behalf of anyone claiming through them, on their behalf, or for their benefit, shall be deemed to have and hereby does irrevocably and unconditionally, fully, finally and forever waive, release, acquit and discharge each and all of the Released Parties from any and all Released Claims in connection with or related to any of the Debtors, the Reorganized Debtors, the Affiliated Banks, or their respective subsidiaries, assets, liabilities, operations, property or estates, the Chapter 11 Cases or the Plan or the Disclosure Statement, the assets to be received by JPMC pursuant to the Global Settlement Agreement, the Plan Contribution Assets, the Debtors' Claims, the JPMC Claims, the FDIC Claim, the Purchase and Assumption Agreement, the WMI/WMB Intercompany Claims, any intercompany claims on the books of WMI or WMB related to the WaMu Pension Plan or the Lakeview Plan, claims related in any way to the Trust Preferred Securities (including, without limitation, the creation of the Trust Preferred Securities, the financing associated therewith, the requested assignment of the Trust Preferred Securities by the Office of Thrift Supervision and the transfer and the asserted assignment of the Trust Preferred Securities subsequent thereto), and/or any claim, act, fact, transaction, occurrence, statement, or omission in connection with or alleged in the Actions or in the Texas Litigation, or that could have been alleged in respect of the foregoing or other similar proceeding, including, without limitation, any such claim demand, right, liability, or cause of action for indemnification, contribution or any other basis in law or equity for damages, costs or fees incurred by the releasors herein arising directly or indirectly from or otherwise relating thereto; provided, however, that each Entity that has submitted a Ballot may elect, by checking the appropriate box on its Ballot, not to grant the releases set forth in Section 43.6 of the Plan with respect to those Released Parties other than (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Trustees, and (iv) the Creditors' Committee and its members in such capacity and for their actions as members, their respective Related Persons, and their respective predecessors, successors and assigns (whether by operation of law or otherwise), in which case, such Entity that so elects to not grant the releases will not receive a distribution hereunder; and provided, further, that, because the Plan and the Global Settlement Agreement, and the financial contributions contained therein, are conditioned upon the aforementioned releases, and, as such, these releases are essential for the successful reorganization of the Debtors, pursuant to the Confirmation Order, those Entities that opt out of the releases provided hereunder shall be bound and shall receive the distributions they otherwise would be entitled to receive pursuant to the Plan; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, in connection with any legal action or claim brought by the United States Securities and Exchange Commission or (b) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) to the extent that (i) the Pension Plans are terminated from and after the Effective Date and (ii) the Pension Plans are underfunded as of the Effective Date, release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, from any liability as a fiduciary of the Pension Plans, under any law, government policy or regulatory provision, (b) enjoin or preclude the Pension Benefit Guaranty Corporation from enforcing such liability against such non-Debtor Entity during the applicable statute of limitations period set forth in 29 U.S.C. § 1303 following any such termination, or (c) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim. In addition to, and not in any way limiting the foregoing, each holder of an Allowed WMB Senior Notes Claim and each Accepting Non-Filing WMB Senior Notes Holder shall be deemed to have released the Debtors, the Reorganized Debtors, the

Liquidating Trustee, and each of their respective Related Persons from any and all direct and derivative claims arising from or related to such holder's WMB Senior Notes, as well as any misrepresentation or other similar claim for damages arising from the purchase or sale of such holder's WMB Senior Notes (including, without limitation, any Section 510(b) Subordinated WMB Notes Claims that such holder may have).

“43.7 **Injunction Related to Releases.** Except as provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, as of the Effective Date, (i) all Entities that hold, have held, or may hold a Released Claim or Equity Interest relating to any of the Debtors or the Reorganized Debtors or any of their respective assets, property and estates, that is released pursuant to Section 43.6 of the Plan, (ii) all other parties in interest, and (iii) each of the Related Persons of each of the foregoing entities, are, and shall be, permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any of the following actions, whether directly or indirectly, derivatively or otherwise, on account of or based on the subject matter of such discharged Released Claims or such Equity Interests: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including, without limitation, any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order; (iii) creating, perfecting or in any way enforcing in any matter, directly or indirectly, any Lien; (iv) setting off, seeking reimbursement or contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation owed to any Entity released under Section 43.6 hereof; and (v) commencing or continuing in any manner, in any place of any judicial, arbitration or administrative proceeding in any forum, that does not comply with or is inconsistent with the provisions of the Global Settlement Agreement, the Plan or the Confirmation Order.

“43.8 **Exculpation.** The Released Parties, members of the Plan Administration Committee and Plan Investment Committee of the WaMu Savings Plan, and each of their Related Persons shall not have or incur any liability to any Entity for any act taken or omitted to be taken in connection with the Chapter 11 Cases (including any actions taken by the Creditors' Committee after the Effective Date), the formulation, preparation, dissemination, implementation, confirmation or approval of the Plan or any compromises or settlements contained therein, the Disclosure Statement related thereto, the Global Settlement Agreement, or any contract, instrument, release or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the Plan and the Global Settlement Agreement; provided, however, that the foregoing provisions of this Section 43.8 shall not affect the liability of any Entity that otherwise would result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted gross negligence or willful misconduct. Any of the foregoing parties in all respects shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.”

Print or Type Name of Claimant: _____

Last Four (4) Digits of Social Security
or Federal Tax I.D. No. of Claimant: _____

Signature: _____

Name of Signatory (if different than claimant): _____

If by Authorized Agent, Title of Agent: _____

Street Address: _____

City, State and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

Exhibit 4-68

Master Ballot for Class 3

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

-----X
In re: : **Chapter 11**
: :
WASHINGTON MUTUAL, INC., et al.,¹⁴ : **Case No. 08-12229 (MFW)**
: :
Debtors. : **(Jointly Administered)**
: :
-----X

**MASTER BALLOT FOR CLASS 3
(SENIOR SUBORDINATED NOTES CLAIMS) (CUSIP NO. [])**

Name of Debtor Entities and Case Numbers

WMI Investment Corp.	08-12228 (MFW)	Washington Mutual, Inc.	08-12229 (MFW)
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Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “*Debtors*”), each of which is identified above, are soliciting votes with respect to the ~~Third~~Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of ~~June 2,~~October 6, 2010 (as it may be further amended, the “*Plan*”), from the holders of certain impaired claims against the Debtors. The Plan is attached as Exhibit A to the Disclosure Statement for the Plan (as it may be amended, the “*Disclosure Statement*”). All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to such terms in the Plan.

The United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”) has approved the Disclosure Statement, which provides information to assist you in deciding how to vote on the Plan. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. If you have any questions on how to properly complete this Ballot, please contact Kurtzman Carson Consultants LLC (the “*Voting Agent*”) at ~~(866) 381-9100,~~(917) 281-4800. Please be advised that Kurtzman Carson Consultants LLC cannot provide legal advice.

THIS MASTER BALLOT IS ONLY FOR CASTING VOTES ON BEHALF OF BENEFICIAL HOLDERS OF THE SENIOR SUBORDINATED NOTES.

This Master Ballot is to be used by you as a broker, bank, or other nominee; or as the agent of a broker, bank, or other nominee (each of the foregoing, a “Voting Nominee”); or as the proxy holder of a Voting Nominee or beneficial holder of the Senior Subordinated Notes, to transmit to the Voting Agent the votes of such beneficial holders in respect of their Senior Subordinated Notes Claims to accept or reject the Plan.

¹⁴ 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 925 Fourth Avenue, Seattle, Washington 98104.

IMPORTANT

VOTING DEADLINE: 5:00 P.M. (Pacific Time) on ~~July 21~~, November 15, 2010.

To have the vote of the beneficial holder(s) for whom you act as Voting Nominee count, the Master Ballot must be properly completed, signed, and returned so that it is actually received by the Voting Agent, Kurtzman Carson Consultants LLC, by no later than 5:00 p.m. (Pacific Time) on ~~July 21~~, November 15, 2010, unless such time is extended by the Debtors. Please mail or deliver your Master Ballot to: Washington Mutual Ballot Processing, c/o Kurtzman Carson Consultants, ~~1230~~599 Lexington Avenue ~~of the Americas~~, ~~739~~th Floor, New York, New York ~~10020~~,10022.

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Ballot is not received by the Voting Agent on or before the Voting Deadline and such deadline is not extended by the Debtors, the votes of the beneficial holder(s) for whom you act as Voting Nominee will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on the beneficial holder(s) for whom you act as Voting Nominee whether or not you vote.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 1 AND COMPLETE ITEM 1.
2. COMPLETE ITEM 2.
3. COMPLETE ITEM 3.
4. COMPLETE ITEM 4.
5. COMPLETE ITEM 5.
6. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 6, AND COMPLETE ITEM 6.
7. **SIGN THE BALLOT.**
8. RETURN THE BALLOT IN THE PRE-ADDRESSED POSTAGE-PAID ENVELOPE (SO THAT IT IS RECEIVED BEFORE THE VOTING DEADLINE).
9. BENEFICIAL HOLDERS MUST VOTE THE FULL AMOUNT OF THE ALLOWED PREPETITION CLAIM COVERED BY THEIR BALLOTS EITHER TO ACCEPT OR TO REJECT THE PLAN. BENEFICIAL HOLDERS MAY NOT SPLIT THEIR VOTES.
10. ANY EXECUTED BALLOT RECEIVED BY YOU FROM A BENEFICIAL HOLDER THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, SHOULD BE COUNTED AS AN ACCEPTANCE OF THE PLAN.

This Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than to cast votes to accept or reject the Plan.

**VOTING INSTRUCTIONS FOR COMPLETING THE MASTER BALLOT
FOR VOTING NOMINEES OF CLASS 3 (SENIOR SUBORDINATED NOTES CLAIMS)**

1. The Plan will be accepted by Class 3 if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class 3 that actually vote on the Plan. In the event that Class 3 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on beneficial holders for which you are acting as Voting Nominee if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the holders of Claims in Class 3 and all other Classes of Claims or Equity Interests rejecting the Plan, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Equity Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby, and may be bound to the releases contained therein.

2. **Complete, sign, and return this Master Ballot to Kurtzman Carson Consultants LLC so that it is received by the Voting Agent by no later than 5:00 p.m. (Pacific Time) on ~~July 21,~~ November 15, 2010 (the “Voting Deadline”), unless such time is extended in writing by the Debtors.** Ballots must be delivered either by mail with the enclosed envelope or by hand delivery or overnight courier to the Voting Agent at the following address:

Washington Mutual Ballot Processing
c/o Kurtzman Carson Consultants
~~1230~~599 ~~Lexington~~ Avenue ~~of the Americas,~~
~~739~~th Floor
New York, New York ~~10020~~10022

Attn: ~~David M. Sharp~~Vote Processing
Telephone: (917) ~~639281-4276~~4800

Ballots will not be accepted by telecopy, facsimile, e-mail or other electronic means of transmission.

3. **HOW TO VOTE:**

If you are both the registered owner and the beneficial holder of any principal face amount of the Senior Subordinated Notes and you wish to vote any Senior Subordinated Notes Claims held by you as the beneficial holder thereof, you must complete, execute and return to the Voting Agent a Master Ballot in connection therewith.

If you are transmitting the votes of any beneficial holders of Senior Subordinated Notes Claims other than yourself, you must forward the Solicitation Package to such beneficial holders, together with (i) the Beneficial Holder Ballots for voting and (ii) a return envelope provided by and addressed to you, the Voting Nominee, with the beneficial holders then returning the individual Beneficial Holder Ballots to you, the Voting Nominee. In such case, you, the Voting Nominee, will tabulate the votes of your respective beneficial holders on a Master Ballot that will be provided to you, the Voting Nominee, separately by the Voting Agent, in accordance with any instructions set forth in the instructions to the Master Ballot, and then return the Master Ballot to the Voting Agent. You, the Voting Nominee, should advise the beneficial holders to return their individual Beneficial Holder Ballots to you by a

date calculated by you to allow yourself sufficient time to prepare and return the Master Ballot to the Voting Agent so that the Master Ballot is actually received by the Voting Agent by the Voting Deadline.

4. With respect to all Beneficial Holder Ballots returned to you, you must properly complete the Master Ballot, as follows:
 - a. Check the appropriate box in Item 1 on the Master Ballot;
 - b. Indicate the votes to accept or reject the Plan in Item 2 of the Master Ballot, as transmitted to you by the beneficial holders of the Senior Subordinated Notes Claims. To identify such beneficial holders without disclosing their names, please use the customer account number assigned by you to each such beneficial holder or, if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each beneficial holder and the assigned number). **IMPORTANT: EACH BENEFICIAL HOLDER MUST VOTE ALL OF HIS, HER, OR ITS SENIOR SUBORDINATED NOTES CLAIMS EITHER TO ACCEPT OR REJECT THE PLAN, AND MAY NOT SPLIT SUCH VOTE. IF ANY BENEFICIAL HOLDER HAS ATTEMPTED TO SPLIT SUCH VOTE, PLEASE CONTACT THE VOTING AGENT IMMEDIATELY;**
 - c. Please note that Item 3 of the Master Ballot requests that you transcribe the information provided by each beneficial holder in Item 3 of each completed Beneficial Holder Ballot relating to other Senior Subordinated Notes Claims voted;
 - d. Please note that Item 4 of the Master Ballot requests that you transcribe the information provided by each beneficial holder in Item 4 of each completed Beneficial Holder Ballot relating to the granting of certain releases, and that you tender the underlying Senior Subordinated Notes held by those beneficial holders electing to opt out of granting the releases to the appropriate account established at DTC for such purpose;
 - e. Please note that Item 5 of the Master Ballot requests that you transcribe the information provided by each beneficial holder in Item 5 of each completed Beneficial Holder Ballot relating to the Exchange Election, and that you tender the underlying Senior Subordinated Notes held by those beneficial holders making the Exchange Election to the appropriate account established at DTC for such purpose;
 - f. Review the certification in Item 6 of the Master Ballot;
 - g. Sign and date the Master Ballot, and provide the remaining information requested;
 - h. If additional space is required to respond to any item on the Master Ballot, please use additional sheets of paper clearly marked to indicate the applicable Item of the Master Ballot to which you are responding;
 - i. Contact the Voting Agent if you need any additional information; and
 - j. Deliver the completed, executed Master Ballot so as to be received by the Voting Agent before the Voting Deadline. For each completed, executed Beneficial Holder Ballot returned to you by a beneficial holder, either forward such Beneficial Holder Ballot (along with your Master Ballot) to the Voting Agent or retain such Beneficial Holder Ballot in your files for one year from the Voting Deadline.

IF YOU HAVE ANY QUESTIONS REGARDING THE MASTER BALLOT, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR IF YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT ~~(866) 381-9100~~; [\(917\) 281-4800](tel:(917) 281-4800). COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT WWW.KCCLLC.NET/WAMU. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

Item 1. Certification of Authority to Vote. The undersigned certifies that as of ~~June 3,~~October 18, 2010 (the Voting Record Date under the Plan), the undersigned (please check appropriate box):

- Is a broker, bank, or other nominee for the beneficial holders of the aggregate principal face amount of the Senior Subordinated Notes listed in Item 2 below, and is the registered holder of such securities, or
- Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, or other nominee that is the registered holder of the aggregate principal face amount of the Senior Subordinated Notes listed in Item 2 below, or
- Has been granted a proxy (an original of which is attached hereto) from a broker, bank, or other nominee, or a beneficial holder, that is the registered holder of the aggregate principal face amount of Senior Subordinated Notes listed in Item 2 below,

and accordingly, has full power and authority to vote to accept or reject the Plan, on behalf of the Senior Subordinated Notes Claims held by the beneficial holders of the Senior Subordinated Notes described in Item 2.

Item 2. Vote. The undersigned transmits the following votes of beneficial holders in respect of their Senior Subordinated Notes Claims, and certifies that the following beneficial holders of the Senior Subordinated Notes, as identified by their respective customer account numbers set forth below, are beneficial holders of such securities as of ~~June 3,~~October 18, 2010, the Voting Record Date, and have delivered to the undersigned, as Voting Nominee, their ballots (“**Beneficial Holder Ballots**”) casting such votes. Indicate in the appropriate column the aggregate principal face amount voted for each account, or attach such information to this Master Ballot in the form of the following table. Please note each beneficial holder must vote all of his, her, or its Senior Subordinated Notes Claims to accept or to reject the Plan and may not split such vote.

Your Customer Account Number for Each Beneficial Holder of Voting Senior Subordinated Notes	Principal Amount of Senior Subordinated Notes Voted to ACCEPT or REJECT Plan*	
	ACCEPT	REJECT
1.	\$	\$
2.	\$	\$
3.	\$	\$
4.	\$	\$
5.	\$	\$
6.	\$	\$
7.	\$	\$
8.	\$	\$
9.	\$	\$
TOTALS:	\$	\$

* Any executed ballot received by a Voting Nominee from a beneficial holder that (a) does not indicate either an acceptance or rejection of the Plan, or (b) that indicates both an acceptance and a rejection of the Plan, should be counted as an **acceptance** of the Plan.

Item 3. Certification as to Transcription of Information from Item 3 as to Senior Subordinated Notes Claims Voted Through Other Beneficial Holder Ballots. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by beneficial holders in Item 3 of the beneficial holders’ original Beneficial Holder Ballots, identifying any Senior Subordinated Notes Claims for which such beneficial holders have submitted other Beneficial Holder Ballots other than to the undersigned:

YOUR Customer Account Number for Each Beneficial Holder Who Completed <u>Item 3</u> of the Beneficial Holder Ballots	TRANSCRIBE FROM <u>ITEM 3</u> OF THE BENEFICIAL HOLDER BALLOTS:		
	Account Number	Name of Owner	Amount of Other Senior Subordinated Notes Voted
1.			\$
2.			\$
3.			\$
4.			\$
5.			\$
6.			\$
7.			\$
8.			\$
9.			\$
10.			\$

Item 4. Certification as to Transcription of Information from Item 4 as to Opt-Out Election. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by beneficial holders in Item 4 of the beneficial holders’ original Beneficial Holder Ballots:

YOUR Customer Account Number for Each Beneficial Holder Who Completed <u>Item 4</u> of the Beneficial Holder Ballots	<u>VOLNumber from DTC*</u> <u>for Each Beneficial Holder Who Elected to Opt Out of Granting Releases</u>	<u>Principal Amount for Each Beneficial Holder Who Elected to Opt Out of Granting Releases</u>	TRANSCRIBE FROM <u>ITEM 4</u> OF THE BENEFICIAL HOLDER BALLOTS:
			Elect to Opt Out of granting releases? (Y/N)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

[* The underlying Senior Subordinated Notes held by those beneficial holders electing to opt out of granting releases are to be tendered into the appropriate election account established at The Depository Trust Company \(“DTC”\) for that purpose. Input the corresponding VOI number received from DTC in the appropriate Opt-Out Election column in the table above if the beneficial holder elected the Opt-Out Election in Item 4 on its individual Beneficial Holder Ballot. Senior Subordinated Notes may not be withdrawn from the DTC election account once tendered. No further trading will be permitted in the Senior Notes held in the election account at DTC. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all Senior Notes held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder.](#)

Item 5. Certification as to Transcription of Information from Item 5 as to Exchange Election. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by beneficial holders in Item 5 of the beneficial holders' original Beneficial Holder Ballots:

YOUR Customer Account Number for Each Beneficial Holder Who Completed <u>Item 5</u> of the Beneficial Holder Ballots	VOI Number from DTC* for Each Beneficial Holder Who Completed <u>Item 5</u> of the Beneficial Holder Ballots	TRANSCRIBE FROM ITEM <u>Principal Amount for Each Beneficial Holder Who Completed Item 5 OF THE BENEFICIAL HOLDER BALLOTS</u> of the Beneficial Holder Ballots	TRANSCRIBE FROM ITEM 5 OF THE BENEFICIAL HOLDER BALLOTS:		
			% of such beneficial holder's <i>pro rata</i> share of <u>Creditor Cash to be received as Liquidating Trust Interests to be Distributed as Reorganized Common Stock</u>	<u>% of such beneficial holder's <i>pro rata</i> share of Cash to be received as Liquidating Trust Interests to be Distributed as Reorganized Common Stock</u>	<u>% of such holder's <i>pro rata</i> share of remaining claim to be received on account of subordination and payover rights if held to be applicable and exercisable separately by each holder</u>
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

* The underlying Senior Subordinated Notes held by those beneficial holders making the Exchange Election are to be tendered into the appropriate election account established at The Depository Trust Company ("DTC") for that purpose. Input the corresponding VOI number received from DTC in the appropriate Exchange Election column in the table above if the beneficial holder elected the Exchange Election in Item 5 on its individual Beneficial Holder Ballot. Senior Subordinated Notes may not be withdrawn from the DTC election account once tendered. No further trading will be permitted in the Unsecured Notes held in the election account at DTC. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all Senior Subordinated Notes held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder.

Item 6. Certification. By signing this Master Ballot, the undersigned certifies that each beneficial holder of the Senior Subordinated Notes listed in Item 2 above has been provided with a copy of the Disclosure Statement, including the exhibits thereto, and acknowledges that the solicitation of votes for the Plan is subject to all of the terms and conditions set forth in the Disclosure Statement.

Name of Voting Nominee: _____
(Print or Type)

Participant Number: _____

Name _____ of _____ Proxy _____ Holder _____ or _____ Agent
for Voting Nominee (if applicable): _____
(Print or Type)

Last Four (4) Digits of Social Security or Federal Tax I.D. No.: _____

Signature: _____

By: _____
(If Appropriate)

Title: _____
(If Appropriate)

Street Address: _____

City, State, Zip Code: _____

Telephone Number: () _____
(Including Area Code)

Date Completed: _____

Exhibit 4-79

Beneficial Holder Ballot for Class 3

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

-----X
In re: : **Chapter 11**
: :
WASHINGTON MUTUAL, INC., et al.,¹⁵ : **Case No. 08-12229 (MFW)**
: :
Debtors. : **(Jointly Administered)**
: :
-----X

**BENEFICIAL HOLDER BALLOT FOR CLASS 3
(SENIOR SUBORDINATED NOTES CLAIMS) (CUSIP NO. [])**

Name of Debtor Entities and Case Numbers

WMI Investment Corp.	08-12228 (MFW)	Washington Mutual, Inc.	08-12229 (MFW)
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Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “*Debtors*”), each of which is identified above, are soliciting votes with respect to the ~~Third~~Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of ~~June 2,~~October 6, 2010 (as it may be further amended, the “*Plan*”), from the holders of certain impaired claims against the Debtors. The Plan is attached as Exhibit A to the Disclosure Statement for the Plan (as it may be amended, the “*Disclosure Statement*”). All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to such terms in the Plan.

If you are, as of ~~June 3,~~October 18, 2010, the holder of a Senior Subordinated Notes Claim, please use this Ballot to cast your vote to accept or reject the Plan. **THIS BALLOT IS ONLY FOR THE BENEFICIAL HOLDERS OF THE SENIOR SUBORDINATED NOTES CLAIMS.**

The United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”) has approved the Disclosure Statement, which provides information to assist you in deciding how to vote on the Plan. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. If you have any questions on how to properly complete this Ballot, please contact Kurtzman Carson Consultants LLC (the “*Voting Agent*”) at ~~(866) 381-9100,~~(888) 830-4644. Please be advised that Kurtzman Carson Consultants LLC cannot provide legal advice.

Please note that the Debtors consented to, and the Bankruptcy Court directed, the appointment by the United States Trustee for the District of Delaware of Joshua R. Hochberg as examiner to conduct an investigation of the Debtors. The examiner will prepare a report summarizing its findings and such report, with the exception of any confidential information contained therein, will be made publicly available at www.kccllc.net/wamu prior to the deadline to vote on the Plan.

¹⁵ 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 925 Fourth Avenue, Seattle, Washington 98104.

IMPORTANT

You should review the Disclosure Statement and the Plan (including the Global Settlement Agreement) before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your claim or claims under the Plan.

All of your Senior Subordinated Notes Claims against the Debtors have been placed in Class 3 under the Plan. If you hold claims in more than one class under the Plan, you will receive a Ballot for each class in which you are entitled to vote and must complete a separate Ballot for each such class of claims.

VOTING DEADLINE: 5:00 P.M. (Pacific Time) on ~~July 21,~~ November 15, 2010.

In order for your vote to be counted, the Master Ballot from your Nominee must be properly completed, signed, and returned so that it is actually received by the Voting Agent, Kurtzman Carson Consultants LLC, by no later than 5:00 p.m. (Pacific Time) on ~~July 21,~~ November 15, 2010, unless such time is extended by the Debtors. Please mail or deliver your Ballot to your Voting Nominee.

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If ~~your~~ the Master Ballot from your Nominee is not received by the Voting Agent on or before the Voting Deadline and such deadline is not extended by the Debtors, your vote will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on you whether or not you vote.

Your receipt of this Ballot does not signify that your claim(s) has been or will be allowed.

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR BANK, BROKER, OR OTHER VOTING NOMINEE (EACH OF THE FOREGOING, A “VOTING NOMINEE”), YOU MUST RETURN THIS BALLOT TO SUCH VOTING NOMINEE AND NOT THE VOTING AGENT. PLEASE ALLOW SUFFICIENT TIME FOR YOUR VOTING NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. REVIEW ITEM 1.
2. COMPLETE ITEM 2.
3. COMPLETE ITEM 3.
4. COMPLETE ITEM 4. NOTE THAT THIS ITEM IS OPTIONAL.
5. COMPLETE ITEM 5. NOTE THAT THIS ITEM IS OPTIONAL.
6. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 6.
7. **SIGN THE BALLOT.**
8. RETURN THE BALLOT IN THE PRE-ADDRESSED POSTAGE-PAID ENVELOPE (SO THAT IT IS RECEIVED BEFORE THE VOTING DEADLINE).

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR BANK, BROKER, OR OTHER VOTING NOMINEE (EACH OF THE FOREGOING, A "VOTING NOMINEE"), PLEASE RETURN THE BALLOT TO SUCH VOTING NOMINEE AND ALLOW SUFFICIENT TIME FOR YOUR VOTING NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.
9. YOU MUST VOTE THE FULL AMOUNT OF THE ALLOWED CLAIM COVERED BY THIS BALLOT EITHER TO ACCEPT OR TO REJECT THE PLAN. YOU MAY NOT SPLIT YOUR VOTE.
10. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, WILL BE COUNTED AS AN ACCEPTANCE OF THE PLAN.

This Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than to cast votes to accept or reject the Plan.

**VOTING INSTRUCTIONS FOR COMPLETING THE BALLOT
FOR HOLDERS OF CLASS 3 (SENIOR SUBORDINATED NOTES CLAIMS)**

1. This Ballot is submitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan will be accepted by Class 3 if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class 3 that actually vote on the Plan. In the event that Class 3 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the holders of Claims in Class 3 and all other Classes of Claims [or Equity Interests](#) rejecting the Plan, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Equity Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby, and may be bound to the releases contained therein.
3. **Complete, sign, and return this Ballot in the envelope provided.**
4. To properly complete the Ballot, you must follow the procedures described below:
 - a. if you have a Claim in Class 3, cast one vote to accept or reject the Plan by checking the appropriate box in [Item 2](#);
 - b. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act ([e.g.](#), a power of attorney or a certified copy of board resolutions authorizing you to so act);
 - c. if you also hold Claims in a Class other than Class 3, you may receive more than one Ballot, labeled for a different Class of Claims. Your vote will be counted in determining acceptance or rejection of the Plan by a particular Class of Claims only if you complete, sign, and return the Ballot labeled for that Class of Claims in accordance with the instructions on that Ballot;
 - d. if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;
 - e. provide your name and mailing address;
 - f. sign and date your Ballot, and provide the remaining information requested; and
 - g. return your Ballot using the enclosed pre-addressed return envelope.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR IF YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT [866-381-9100](tel:8663819100), [888 830-4644](tel:8888304644). COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT WWW.KCCLLC.NET/WAMU. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

ITEM 1. Amount of Senior Subordinated Notes Claim. The face amount of your claim for voting purposes is: \$ _____ . If your Senior Subordinated Notes are held by a Voting Nominee on your behalf and you do not know the face amount of the Senior Subordinated Notes held, please contact your Voting Nominee immediately.

ITEM 2. Vote on the Plan. The undersigned holder of a Senior Subordinated Notes Claim in the amount identified in Item 1 above hereby votes to:

- Check one box: Accept the Plan
 Reject the Plan

ITEM 3. Certification as to Senior Subordinated Notes Claims held in Additional Accounts. By completing and returning this Ballot, the beneficial holder certifies that either (a) it has not submitted any other Ballots for other Class 3 Senior Subordinated Notes Claims held in other accounts or other record names or (b) it has provided the information specified in the following table for all other Class 3 Senior Subordinated Notes Claims for which it has submitted additional Ballots, each of which indicates the same vote to accept or reject the Plan (please use additional sheets of paper if necessary):

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED CLASS 3 BALLOTS OTHER THAN THIS BALLOT.

Account Number	Name of Holder ¹	Amount of Other Senior Subordinated Claims Voted

ITEM 4. OPTIONAL – Opt-Out Election. By checking the box below, you elect NOT to grant the releases contained in Section 43.6 of the Plan as they relate to the opt-out release parties set forth in Section 43.6 of the Plan. Election to withhold consent is at your option. **Please be advised that if you elect NOT to grant the releases, you WILL NOT be entitled to a distribution under the Plan.** If you submit your Ballot without this box checked, you will be deemed to consent to the release. However, be advised that the Debtors, at the Confirmation Hearing, intend to seek enforcement of the releases, injunction, and exculpation contained in Sections 43.6, 43.7, and 43.8 of the Plan as to all parties regardless of whether you elect to opt out.

- Check the box: Elect to opt out

In order to elect to opt out of granting the releases, the Nominee holding your Senior Subordinated Notes must “tender” your notes into the appropriate election account established at The Depository Trust Company (“DTC”) for this purpose. Senior Subordinated Notes may not be withdrawn from the election account after your Nominee has tendered them to the election account at DTC. Once the Senior Subordinated Notes have been tendered, no further trading will be permitted in the Senior Subordinated Notes held in the election account. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all Senior Subordinated Notes held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder.

ITEM 5. OPTIONAL – Exchange Election.

Commencing on the Effective Date, and subject to (a) the right of election described in the Plan and (b) the provisions of Section 32.1(a) of the Plan with respect to a Retention/Sale Transaction, each holder of an Allowed Senior Subordinated Notes Claim shall be entitled to receive on account of such Allowed Senior Subordinated Notes Claim and Postpetition Interest Claim such holder’s *pro rata* share of (i) Creditor Cash and (ii) Liquidating Trust

¹ Insert your name if the Senior Subordinated Notes are held by you in your own name or, if held in “street name,” insert the name of your broker or bank.

Interests, in an aggregate amount equal to (a) such holder's Allowed Senior Subordinated Notes Claim and (b) in the event that all Allowed Claims are paid in full, such holder's Postpetition Interest Claim.

Notwithstanding the foregoing, the Plan provides that holders of Allowed Senior Subordinated Notes Claims each shall be provided the right to elect, in their sole and absolute discretion, to receive Reorganized Common Stock (to the extent remaining after distribution to holders of Allowed Senior Notes Claims and Allowed General Unsecured Claims and subject to dilution on account of the Rights Offering), in lieu of some or all of the Creditor Cash or Cash on account of Liquidating Trust Interests, as the case may be, that such holder otherwise is entitled to receive pursuant to the Plan. If you would like to make such an election, complete the information below.

Check the box: Elect to receive Reorganized Common Stock in lieu of Creditor Cash

_____ % of such holder's *pro rata* share of Creditor Cash to be distributed as Reorganized Common Stock

Check the box: Elect to receive Reorganized Common Stock in lieu of Cash to be received on account of Liquidating Trust Interests

_____ % of such holder's *pro rata* share of Cash to be received on account of Liquidating Trust Interests to be distributed as Reorganized Common Stock

If the Plan and Confirmation Order provide that both (i) Reorganized Common Stock is subject to payover rights under the applicable contractual subordination provisions in the Indentures and Guarantee Agreements and (ii) such rights are exercisable individually per holder, please indicate below the percentage, if any, of such Reorganized Common Stock you would elect to receive

_____ % of such holder's *pro rata* share of remaining claim to be received on account of subordination and payover rights if held to be applicable and exercisable separately by each holder.

In order to make the Exchange Election, the Voting Nominee holding your Senior Subordinated Notes must "tender" your notes into the appropriate election account established at The Depository Trust Company ("DTC") for this purpose. Senior Subordinated Notes may not be withdrawn from the election account after your Nominee has tendered them to the election account at DTC. Once the Senior Subordinated Notes have been tendered, no further trading will be permitted in the Senior Subordinated Notes held in the election account. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all Senior Subordinated Notes held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder.

NOTE: To the extent a holder receives Reorganized Common Stock, such holder's distribution of Creditor Cash or Cash to be received on account of Liquidating Trust Interests, as the case may be, shall be reduced on a dollar-for-dollar basis by the value of the Reorganized Common Stock so received (valued as of the Effective Date), so that the ultimate recovery percentage for each holder of an Allowed Senior Subordinated Notes Claim is the same, regardless of whether a holder receives Reorganized Common Stock. Failure by any holder of an Allowed Senior Subordinated Notes Claim to elect to exercise election rights on or before the Voting Deadline shall constitute a deemed waiver and relinquishment of such rights by such holder. Any election made after the Voting Deadline shall not be binding upon the Debtors unless the Voting Deadline is waived, in writing, by the Debtors; provided, however, that under no circumstance may such waiver by the Debtors occur on or after the Effective Date. Any holder electing to receive Reorganized Common Stock shall be subject to, and bound by, ~~a shareholders' a registration rights agreement, if any, and a registration rights agreement, if any, forms~~ a form of which will be filed with the Bankruptcy Court prior to the Voting Deadline if applicable.

NOTE: In the event that, as of the Effective Date, the Debtors have determined to enter into a Retention/Sale Transaction, all elections to receive Reorganized Common Stock shall be deemed null and void and of no force or effect and no Reorganized Common Stock shall be issued pursuant to the Plan.

Voting on the Plan or exercising an election shall not constitute or be deemed a waiver of any rights or remedies that any holder or Indenture Trustee may have with respect to subordination and subrogation rights arising under or with respect to the Senior Notes, Senior Subordinated Notes, CCB Guarantees, PIERS Common Securities and PIERS Preferred Securities, all of which rights and remedies shall be controlled and governed by the Indentures and Guarantee Agreements providing for and relating to such subordination and subrogation rights and nothing in the

Plan or any annex, attachment, schedule or exhibit to the Plan, shall amend, modify or impair such rights (or any remedies in respect thereof) in any manner or fashion; provided, however, that any disagreement with the priorities or distributions set forth in the Plan or in the Subordination Model shall be raised prior to, and decided at, the Confirmation Hearing, and all issues with respect to contractual subordination and subrogation not resolved at the Confirmation Hearing shall be governed pursuant to the Subordination Model or, if the decision of the Bankruptcy Court at the Confirmation Hearing differs from the Subordination Model, then all issues with respect to contractual subordination and subrogation shall be governed pursuant to such decision.

ITEM 6. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges that the undersigned has been provided with a copy of the Disclosure Statement, including all exhibits thereto. The undersigned certifies that (i) it is the holder of the Senior Subordinated Notes Claims identified in Item 1 above as of ~~June 3,~~October 18, 2010 and (ii) it has full power and authority to vote to accept or reject the Plan. The undersigned further acknowledges that the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement and the order of the Bankruptcy Court approving the Disclosure Statement and the procedures for the solicitation of votes to accept or reject the Plan contained therein. The undersigned further acknowledges that by voting to accept the Plan, any holder of a Claim against the Debtors is affirmatively agreeing to the various release and exculpation provisions of the Plan, which appear principally in Article 43 of the Plan and provide as follows:

“43.6 Releases by Holders of Claims and Equity Interests. Except as otherwise expressly provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, and except with respect to holders of WMB Senior Notes Claims and Non-Filing WMB Senior Note Holders who do not check the box labeled “Grant Plan Section 43.6 Release”, on the Effective Date, for good and valuable consideration, each Entity that has held, currently holds or may hold a Released Claim or any Equity Interest that is terminated, and each of its respective Related Persons, on their own behalf and on behalf of anyone claiming through them, on their behalf, or for their benefit, shall be deemed to have and hereby does irrevocably and unconditionally, fully, finally and forever waive, release, acquit and discharge each and all of the Released Parties from any and all Released Claims in connection with or related to any of the Debtors, the Reorganized Debtors, the Affiliated Banks, or their respective subsidiaries, assets, liabilities, operations, property or estates, the Chapter 11 Cases or the Plan or the Disclosure Statement, the assets to be received by JPMC pursuant to the Global Settlement Agreement, the Plan Contribution Assets, the Debtors' Claims, the JPMC Claims, the FDIC Claim, the Purchase and Assumption Agreement, the WMI/WMB Intercompany Claims, any intercompany claims on the books of WMI or WMB related to the WaMu Pension Plan or the Lakeview Plan, claims related in any way to the Trust Preferred Securities (including, without limitation, the creation of the Trust Preferred Securities, the financing associated therewith, the requested assignment of the Trust Preferred Securities by the Office of Thrift Supervision and the transfer and the asserted assignment of the Trust Preferred Securities subsequent thereto), and/or any claim, act, fact, transaction, occurrence, statement, or omission in connection with or alleged in the Actions or in the Texas Litigation, or that could have been alleged in respect of the foregoing or other similar proceeding, including, without limitation, any such claim demand, right, liability, or cause of action for indemnification, contribution or any other basis in law or equity for damages, costs or fees incurred by the releasors herein arising directly or indirectly from or otherwise relating thereto; provided, however, that each Entity that has submitted a Ballot may elect, by checking the appropriate box on its Ballot, not to grant the releases set forth in Section 43.6 of the Plan with respect to those Released Parties other than (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Trustees, and (iv) the Creditors' Committee and its members in such capacity and for their actions as members, their respective Related Persons, and their respective predecessors, successors and assigns (whether by operation of law or otherwise), in which case, such Entity that so elects to not grant the releases will not receive a distribution hereunder; and provided, further, that, because the Plan and the Global Settlement Agreement, and the financial contributions contained therein, are conditioned upon the aforementioned releases, and, as such, these releases are essential for the successful reorganization of the Debtors, pursuant to the Confirmation Order, those Entities that opt out of the releases provided hereunder shall be bound and shall receive the distributions they otherwise would be entitled to receive pursuant to the Plan; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, in connection with any legal action or claim brought by the United States Securities and Exchange Commission or (b) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) to the extent that (i) the Pension Plans are terminated from and after the Effective Date and (ii) the Pension Plans are underfunded as of the Effective Date, release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, from any liability as a fiduciary of the Pension Plans, under any law, government policy or regulatory provision, (b) enjoin or preclude the Pension Benefit Guaranty Corporation from enforcing such liability against such non-Debtor Entity during the applicable statute of limitations period set forth in 29 U.S.C. § 1303 following any such termination, or (c) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim. In addition to, and not in any way limiting the foregoing, each holder of an Allowed WMB Senior Notes Claim and each Accepting Non-Filing WMB Senior Notes Holder shall be deemed to have released the Debtors, the Reorganized Debtors, the Liquidating Trustee, and each of their respective Related Persons from any and all direct and derivative claims arising from or related to such holder's WMB Senior Notes, as well as any misrepresentation or other similar claim for damages arising from

[the purchase or sale of such holder's WMB Senior Notes \(including, without limitation, any Section 510\(b\) Subordinated WMB Notes Claims that such holder may have\).](#)

“43.7 Injunction Related to Releases. Except as provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, as of the Effective Date, (i) all Entities that hold, have held, or may hold a Released Claim or Equity Interest relating to any of the Debtors or the Reorganized Debtors or any of their respective assets, property and estates, that is released pursuant to Section 43.6 of the Plan, (ii) all other parties in interest, and (iii) each of the Related Persons of each of the foregoing entities, are, and shall be, permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any of the following actions, whether directly or indirectly, derivatively or otherwise, on account of or based on the subject matter of such discharged Released Claims or such Equity Interests: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including, without limitation, any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order; (iii) creating, perfecting or in any way enforcing in any matter, directly or indirectly, any Lien; (iv) setting off, seeking reimbursement or contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation owed to any Entity released under Section 43.6 hereof; and (v) commencing or continuing in any manner, in any place of any judicial, arbitration or administrative proceeding in any forum, that does not comply with or is inconsistent with the provisions of the Global Settlement Agreement, the Plan or the Confirmation Order.

“43.8 Exculpation. The Released Parties, members of the Plan Administration Committee and Plan Investment Committee of the WaMu Savings Plan, and each of their Related Persons shall not have or incur any liability to any Entity for any act taken or omitted to be taken in connection with the Chapter 11 Cases (including any actions taken by the Creditors' Committee after the Effective Date), the formulation, preparation, dissemination, implementation, confirmation or approval of the Plan or any compromises or settlements contained therein, the Disclosure Statement related thereto, the Global Settlement Agreement, or any contract, instrument, release or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the Plan and the Global Settlement Agreement; provided, however, that the foregoing provisions of this Section 43.8 shall not affect the liability of any Entity that otherwise would result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted gross negligence or willful misconduct. Any of the foregoing parties in all respects shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.”

Print or Type Name of Claimant: _____

Last Four (4) Digits of Social Security
or Federal Tax I.D. No. of Claimant: _____

Signature: _____

Name of Signatory (if different than claimant): _____

If by Authorized Agent, Title of Agent: _____

Street Address: _____

City, State and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

Exhibit 4-810

Master Ballot for Classes 14 and 15

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

-----X
In re: : **Chapter 11**
: :
WASHINGTON MUTUAL, INC., et al.,¹⁶ : **Case No. 08-12229 (MFW)**
: :
Debtors. : **(Jointly Administered)**
: :
-----X

**MASTER BALLOT FOR CLASS ¹⁷
(CCB-[] GUARANTEES CLAIMS) (CUSIP NO.)**

Name of Debtor Entities and Case Numbers

WMI Investment Corp.	08-12228 (MFW)	Washington Mutual, Inc.	08-12229 (MFW)
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Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “*Debtors*”), each of which is identified above, are soliciting votes with respect to the ~~Third~~Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of ~~June 2,~~October 6, 2010 (as it may be further amended, the “*Plan*”), from the holders of certain impaired claims against the Debtors. The Plan is attached as Exhibit A to the Disclosure Statement for the Plan (as it may be amended, the “*Disclosure Statement*”). All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to such terms in the Plan.

The United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”) has approved the Disclosure Statement, which provides information to assist you in deciding how to vote on the Plan. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. If you have any questions on how to properly complete this Ballot, please contact Kurtzman Carson Consultants LLC (the “*Voting Agent*”) at ~~(866) 381-9100,~~(917) 281-4800. Please be advised that Kurtzman Carson Consultants LLC cannot provide legal advice.

THIS MASTER BALLOT IS ONLY FOR CASTING VOTES ON BEHALF OF BENEFICIAL HOLDERS OF THE CCB-[] GUARANTEES CLAIMS.

This Master Ballot is to be used by you as a broker, bank, or other nominee; or as the agent of a broker, bank, or other nominee (each of the foregoing, a “Voting Nominee”); or as the proxy holder of a Voting Nominee or beneficial holder of the CCB-[] Guarantees, to transmit to the Voting Agent the votes of such beneficial holders in respect of their Allowed CCB-[] Guarantees Claims to accept or reject the Plan.

¹⁶ 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 925 Fourth Avenue, Seattle, Washington 98104.

¹⁷ [Note: This Ballot will be customized for holders of record that hold for the benefit of a third party: Allowed CCB-1 Guarantees Claims and Allowed CCB-2 Guarantees Claims, in Classes 14 and 15, respectively.]

IMPORTANT

VOTING DEADLINE: 5:00 P.M. (Pacific Time) on ~~July 21,~~November 15, 2010.

To have the vote of the beneficial holder(s) for whom you act as Voting Nominee count, the Master Ballot must be properly completed, signed, and returned so that it is actually received by the Voting Agent, Kurtzman Carson Consultants LLC, by no later than 5:00 p.m. (Pacific Time) on ~~July 21,~~November 15, 2010, unless such time is extended by the Debtors. Please mail or deliver your Master Ballot to: Washington Mutual Ballot Processing, c/o Kurtzman Carson Consultants, ~~1230~~599 Lexington Avenue ~~of the Americas~~, ~~739~~th Floor, New York, New York ~~10020,~~10022.

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Master Ballot is not received by the Voting Agent on or before the Voting Deadline and such deadline is not extended by the Debtors, the votes of the beneficial holder(s) for whom you act as Voting Nominee will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on the beneficial holder(s) for whom you act as Voting Nominee whether or not you vote.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 1 AND COMPLETE ITEM 1.
2. COMPLETE ITEM 2.
3. COMPLETE ITEM 3.
4. COMPLETE ITEM 4.
5. COMPLETE ITEM 5.
6. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 6, AND COMPLETE ITEM 6.
7. **SIGN THE BALLOT.**
8. RETURN THE BALLOT IN THE PRE-ADDRESSED POSTAGE-PAID ENVELOPE (SO THAT IT IS RECEIVED BEFORE THE VOTING DEADLINE).
9. BENEFICIAL HOLDERS MUST VOTE THE FULL AMOUNT OF THE ALLOWED PREPETITION CLAIM COVERED BY THEIR BALLOTS EITHER TO ACCEPT OR TO REJECT THE PLAN. BENEFICIAL HOLDERS MAY NOT SPLIT THEIR VOTES.
10. ANY EXECUTED BALLOT RECEIVED BY YOU FROM A BENEFICIAL HOLDER THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, SHOULD BE COUNTED AS AN ACCEPTANCE OF THE PLAN.

This Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than to cast votes to accept or reject the Plan.

**VOTING INSTRUCTIONS FOR COMPLETING THE MASTER BALLOT
FOR VOTING NOMINEES OF CLASS [___] (CCB-[] GUARANTEES CLAIMS)**

1. The Plan will be accepted by Class ___ if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class ___ that actually vote on the Plan. In the event that Class ___ rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on beneficial holders for which you are acting as Voting Nominee if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the holders of Claims in Class ___ and all other Classes of Claims or Equity Interests rejecting the Plan, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Equity Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby, and may be bound to the releases contained therein.

2. **Complete, sign, and return this Master Ballot to Kurtzman Carson Consultants LLC so that it is received by the Voting Agent by no later than 5:00 p.m. (Pacific Time) on ~~July 21~~, November 15, 2010 (the “Voting Deadline”), unless such time is extended in writing by the Debtors.** Ballots must be delivered either by mail with the enclosed envelope or by hand delivery or overnight courier to the Voting Agent at the following address:

Washington Mutual Ballot Processing
c/o Kurtzman Carson Consultants
~~1230~~599 Lexington Avenue ~~of the Americas~~,
739th Floor
New York, New York ~~10020~~10022

Attn: ~~David M. Sharp~~Vote Processing
Telephone: (917) ~~639281-4276~~4800

Ballots will not be accepted by telecopy, facsimile, e-mail or other electronic means of transmission.

3. **HOW TO VOTE:**

If you are both the registered owner and the beneficial holder of any principal face amount of the liabilities guaranteed by the CCB-[] Guarantees and you wish to vote any CCB-[] Guarantees Claims held by you as the beneficial holder thereof, you must complete, execute and return to the Voting Agent a Master Ballot in connection therewith.

If you are transmitting the votes of any beneficial holders of CCB-[] Guarantees Claims other than yourself, you must forward the Solicitation Package to such beneficial holders, together with (i) the Beneficial Holder Ballots for voting and (ii) a return envelope provided by and addressed to you, the Voting Nominee, with the beneficial holders then returning the individual Beneficial Holder Ballots to you, the Voting Nominee. In such case, you, the Voting Nominee, will tabulate the votes of your respective beneficial holders on a Master Ballot that will be provided to you, the Voting Nominee, separately by the Voting Agent, in accordance with any instructions set forth in the instructions to the Master Ballot, and then return the Master Ballot to the Voting Agent. You, the Voting Nominee should advise the beneficial holders to return their individual Beneficial Holder Ballots to you by a date

calculated by you to allow yourself sufficient time to prepare and return the Master Ballot to the Voting Agent so that the Master Ballot is actually received by the Voting Agent by the Voting Deadline.

4. With respect to all Beneficial Holder Ballots returned to you, you must properly complete the Master Ballot, as follows:
 - a. Check the appropriate box in Item 1 on the Master Ballot;
 - b. Indicate the votes to accept or reject the Plan in Item 2 of the Master Ballot, as transmitted to you by the beneficial holders of the CCB-[] Guarantees Claims. To identify such beneficial holders without disclosing their names, please use the customer account number assigned by you to each such beneficial holder or, if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each beneficial holder and the assigned number). **IMPORTANT: EACH BENEFICIAL HOLDER MUST VOTE ALL OF HIS, HER, OR ITS CCB-[] GUARANTEES CLAIMS EITHER TO ACCEPT OR REJECT THE PLAN, AND MAY NOT SPLIT SUCH VOTE. IF ANY BENEFICIAL HOLDER HAS ATTEMPTED TO SPLIT SUCH VOTE, PLEASE CONTACT THE VOTING AGENT IMMEDIATELY;**
 - c. Please note that Item 3 of the Master Ballot requests that you transcribe the information provided by each beneficial holder in Item 3 of each completed Beneficial Holder Ballot relating to other CCB-[] Guarantees Claims voted;
 - d. Please note that Item 4 of the Master Ballot requests that you transcribe the information provided by each beneficial holder in Item 4 of each completed Beneficial Holder Ballot relating to the granting of certain releases, and that you tender the underlying securities, related to the CCB-[] Guarantees Claims, held by those beneficial holders electing to opt out of granting the releases to the appropriate account established at DTC for such purpose;
 - e. Please note that Item 5 of the Master Ballot requests that you transcribe the information provided by each beneficial holder in Item 5 of each completed Beneficial Holder Ballot relating to the Exchange Election, and that you tender the underlying securities, related to the CCB-[] Guarantees Claims, held by those beneficial holders making the Exchange Election to the appropriate account established at DTC for such purpose;
 - f. Review the certification in Item 6 of the Master Ballot;
 - g. Sign and date the Master Ballot, and provide the remaining information requested;
 - h. If additional space is required to respond to any item on the Master Ballot, please use additional sheets of paper clearly marked to indicate the applicable Item of the Master Ballot to which you are responding;
 - i. Contact the Voting Agent if you need any additional information; and
 - j. Deliver the completed, executed Master Ballot so as to be received by the Voting Agent before the Voting Deadline. For each completed, executed Beneficial Holder Ballot returned to you by a beneficial holder, either forward such Beneficial Holder Ballot (along with your Master Ballot) to the Voting Agent or retain such Beneficial Holder Ballot in your files for one year from the Voting Deadline.

IF YOU HAVE ANY QUESTIONS REGARDING THE MASTER BALLOT, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR IF YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT ~~(866) 381-9100~~; [\(917\) 281-4800](tel:(917) 281-4800). COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT WWW.KCCLLC.NET/WAMU. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

Item 1. Certification of Authority to Vote. The undersigned certifies that as of ~~June 3,~~October 18, 2010 (the Voting Record Date under the Plan), the undersigned (please check appropriate box):

- Is a broker, bank, or other nominee for the beneficial holders of the aggregate principal face amount of the underlying securities related the CCB-[] Guarantees listed in Item 2 below, and is the registered holder of such securities, or
- Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, or other nominee that is the registered holder of the aggregate principal face amount of the underlying securities related the CCB-[] Guarantees listed in Item 2 below, or
- Has been granted a proxy (an original of which is attached hereto) from a broker, bank, or other nominee, or a beneficial holder, that is the registered holder of the aggregate principal face amount of the underlying securities related the CCB-[] Guarantees listed in Item 2 below,

and accordingly, has full power and authority to vote to accept or reject the Plan, on behalf of the CCB-[] Guarantees Claims held by the beneficial holders of the underlying securities related the CCB-[] Guarantees described in Item 2.

Item 2. Vote. The undersigned transmits the following votes of beneficial holders in respect of their CCB-[] Guarantees Claims, and certifies that the following beneficial holders of the underlying securities related the CCB-[] Guarantees, as identified by their respective customer account numbers set forth below, are beneficial holders of such securities as of ~~June 3,~~October 18, 2010, the Voting Record Date, and have delivered to the undersigned, as Voting Nominee, their ballots (“**Beneficial Holder Ballots**”) casting such votes. Indicate in the appropriate column the aggregate principal face amount voted for each account, or attach such information to this Master Ballot in the form of the following table. Please note each beneficial holder must vote all of his, her, or its CCB-[] Guarantees Claims to accept or to reject the Plan and may not split such vote.

Your Customer Account Number for Each Beneficial Holder of Voting underlying securities related the CCB-[] Guarantees	Principal Amount of underlying securities related the CCB-[] Guarantees Voted to ACCEPT or REJECT Plan*	
	ACCEPT	REJECT
1.	\$	\$
2.	\$	\$
3.	\$	\$
4.	\$	\$
5.	\$	\$
6.	\$	\$
7.	\$	\$
8.	\$	\$
9.	\$	\$
TOTALS:	\$	\$

* Any executed ballot received by a Voting Nominee from a beneficial holder that (a) does not indicate either an acceptance or rejection of the Plan, or (b) that indicates both an acceptance and a rejection of the Plan, should be counted as an **acceptance** of the Plan.

Item 3. Certification as to Transcription of Information from Item 3 as to CCB-[] Guarantees Claims Voted Through Other Beneficial Holder Ballots. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by beneficial holders in Item 3 of the beneficial holders’ original Beneficial Holder Ballots, identifying any CCB-[] Guarantees Claims for which such beneficial holders have submitted other Beneficial Holder Ballots other than to the undersigned:

YOUR Customer Account Number for Each Beneficial Holder Who Completed <u>Item 3</u> of the Beneficial Holder Ballots	TRANSCRIBE FROM <u>ITEM 3</u> OF THE BENEFICIAL HOLDER BALLOTS:		
	Account Number	Name of Owner	Amount of Other CCB-[] Guarantees Claims Voted
1.			\$
2.			\$
3.			\$
4.			\$
5.			\$
6.			\$
7.			\$
8.			\$
9.			\$
10.			\$

Item 4. Certification as to Transcription of Information from Item 4 as to Opt-Out Election. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by beneficial holders in Item 4 of the beneficial holders’ original Beneficial Holder Ballots:

YOUR Customer Account Number for Each Beneficial Holder Who Completed <u>Item 4</u> of the Beneficial Holder Ballots	<u>VOL Number from DTC*</u> <u>for Each Beneficial Holder Who Elected to Opt Out of Granting Releases</u>	<u>Principal Amount for Each Beneficial Holder Who Elected to Opt Out of Granting Releases</u>	TRANSCRIBE FROM <u>ITEM 4</u> OF THE BENEFICIAL HOLDER BALLOTS:
			Elect to Opt Out of granting releases? (Y/N)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

* The underlying securities related to the CCB-[] Guarantees held by those beneficial holders electing to opt out of granting releases are to be tendered into the appropriate election account established at The Depository Trust Company (“DTC”) for that purpose. Input the corresponding VOI number received from DTC in the appropriate Opt-Out Election column in the table above if the beneficial holder elected the Opt-Out Election in Item 4 on its individual Beneficial Holder Ballot. Such securities may not be withdrawn from the DTC election account once tendered. No further trading will be permitted in such securities held in the election account at DTC. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all such securities held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder.

Item 5. Certification as to Transcription of Information from Item 5 as to Exchange Election. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by beneficial holders in Item 5 of the beneficial holders' original Beneficial Holder Ballots:

YOUR Customer Account Number for Each Beneficial Holder Who Completed <u>Item 5</u> of the Beneficial Holder Ballots	VOI Number from DTC* for Each Beneficial Holder Who Completed <u>Item 5</u> of the Beneficial Holder Ballots	TRANSCRIBE FROM <u>ITEM Principal Amount for Each Beneficial Holder Who Completed Item 5 OF THE BENEFICIAL HOLDER BALLOTS: of the Beneficial Holder Ballots</u>	TRANSCRIBE FROM ITEM 5 OF THE BENEFICIAL HOLDER BALLOTS:		
			% of such beneficial holder's <i>pro rata</i> share of <u>Creditor Cash to be received as Liquidating Trust Interests to be Distributed as Reorganized Common Stock</u>	<u>% of such beneficial holder's <i>pro rata</i> share of Cash to be received as Liquidating Trust Interests to be Distributed as Reorganized Common Stock</u>	<u>% of such holder's <i>pro rata</i> share of remaining claim to be received on account of subordination and payover rights if held to be applicable and exercisable separately by each holder</u>
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

* The underlying securities related to the CCB-[] Guarantees held by those beneficial holders making the Exchange Election are to be tendered into the appropriate election account established at The Depository Trust Company ("DTC") for that purpose. Input the corresponding VOI number received from DTC in the appropriate Exchange Election column in the table above if the beneficial holder elected the Exchange Election in Item 5 on its individual Beneficial Holder Ballot. Such securities may not be withdrawn from the DTC election account once tendered. No further trading will be permitted in such securities held in the election account at DTC. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all such securities held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder.

Item 6. Certification. By signing this Master Ballot, the undersigned certifies that each beneficial holder of the underlying securities related the CCB-[] Guarantees listed in Item 2 above has been provided with a copy of the Disclosure Statement, including the exhibits thereto, and acknowledges that the solicitation of votes for the Plan is subject to all of the terms and conditions set forth in the Disclosure Statement.

Name of Voting Nominee: _____
(Print or Type)

Participant Number: _____

Name of _____ of _____ Proxy Holder or Agent
for Voting Nominee (if applicable): _____
(Print or Type)

Last Four (4) Digits of Social Security or Federal Tax I.D. No.: _____

Signature: _____

By: _____
(If Appropriate)

Title: _____
(If Appropriate)

Street Address: _____

City, State, Zip Code: _____

Telephone Number: () _____
(Including Area Code)

Date Completed: _____

Exhibit 4-911

Beneficial Holder Ballot for Classes 14 and 15

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

-----X
In re: : **Chapter 11**
: :
WASHINGTON MUTUAL, INC., et al.,¹⁸ : **Case No. 08-12229 (MFW)**
: :
Debtors. : **(Jointly Administered)**
: :
-----X

**BENEFICIAL HOLDER BALLOT FOR CLASS _____¹⁹
(CCB-[] GUARANTEES CLAIMS) (CUSIP NO. _____)**

Name of Debtor Entities and Case Numbers

WMI Investment Corp.	08-12228 (MFW)	Washington Mutual, Inc.	08-12229 (MFW)
----------------------	----------------	-------------------------	----------------

Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “*Debtors*”), each of which is identified above, are soliciting votes with respect to the ~~Third~~^{Sixth} Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of ~~June 2,~~^{October 6,} 2010 (as it may be further amended, the “*Plan*”), from the holders of certain impaired claims against the Debtors. The Plan is attached as Exhibit A to the Disclosure Statement for the Plan (as it may be amended, the “*Disclosure Statement*”). All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to such terms in the Plan.

If you are, as of ~~June 3,~~^{October 18,} 2010, the holder of a CCB-[] Guarantees Claim, please use this Ballot to cast your vote to accept or reject the Plan. **THIS BALLOT IS ONLY FOR THE BENEFICIAL HOLDERS OF THE CCB-[] GUARANTEES CLAIMS.**

The United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”) has approved the Disclosure Statement, which provides information to assist you in deciding how to vote on the Plan. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. If you have any questions on how to properly complete this Ballot, please contact Kurtzman Carson Consultants LLC (the “*Voting Agent*”) at (866) 381-9100. Please be advised that Kurtzman Carson Consultants LLC cannot provide legal advice.

[Please note that the Debtors consented to, and the Bankruptcy Court directed, the appointment by the United States Trustee for the District of Delaware of Joshua R. Hochberg as examiner to conduct an investigation of the Debtors. The examiner will prepare a report summarizing its findings and such report, with the exception of any confidential information contained therein, will be made publicly available at \[www.kccllc.net/wamu\]\(http://www.kccllc.net/wamu\) prior to the deadline to vote on the Plan.](#)

¹⁸ 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 925 Fourth Avenue, Seattle, Washington 98104.

¹⁹ [Note: This Ballot will be individualized for beneficial holders that are not also holders of record of: Allowed CCB-1 Guarantees Claims and Allowed CCB-2 Guarantees Claims in classes 14 and 15, respectively.]

IMPORTANT

You should review the Disclosure Statement and the Plan (including the Global Settlement Agreement) before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your claim or claims under the Plan.

All of your CCB-[] Guarantees Claims against the Debtors have been placed in Class __ under the Plan. If you hold claims in more than one class under the Plan, you will receive a Ballot for each class in which you are entitled to vote and must complete a separate Ballot for each such class of claims.

VOTING DEADLINE: 5:00 P.M. (Pacific Time) on ~~July 21~~, November 15, 2010.

In order for your vote to be counted, the Ballot must be properly completed, signed, and returned so that it is actually received by the Voting Agent, Kurtzman Carson Consultants LLC, by no later than 5:00 p.m. (Pacific Time) on ~~July 21~~, November 15, 2010, unless such time is extended by the Debtors. Please mail or deliver your Ballot to your Voting Nominee.

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Ballot is not received by the Voting Agent on or before the Voting Deadline and such deadline is not extended by the Debtors, your vote will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on you whether or not you vote.

Your receipt of this Ballot does not signify that your claim(s) has been or will be allowed.

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR BANK, BROKER, OR OTHER VOTING NOMINEE (EACH OF THE FOREGOING, A “VOTING NOMINEE”), YOU MUST RETURN THIS BALLOT TO SUCH VOTING NOMINEE AND NOT THE VOTING AGENT. PLEASE ALLOW SUFFICIENT TIME FOR YOUR VOTING NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. REVIEW ITEM 1.
2. COMPLETE ITEM 2.
3. COMPLETE ITEM 3.
4. COMPLETE ITEM 4. NOTE THAT THIS ITEM IS OPTIONAL.
5. COMPLETE ITEM 5. NOTE THAT THIS ITEM IS OPTIONAL.
6. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 6, AND COMPLETE ITEM 6.
7. **SIGN THE BALLOT.**
8. RETURN THE BALLOT IN THE PRE-ADDRESSED POSTAGE-PAID ENVELOPE (SO THAT IT IS RECEIVED BEFORE THE VOTING DEADLINE).

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR BANK, BROKER, OR OTHER VOTING NOMINEE (EACH OF THE FOREGOING, A "VOTING NOMINEE"), PLEASE RETURN THE BALLOT TO SUCH VOTING NOMINEE AND ALLOW SUFFICIENT TIME FOR YOUR VOTING NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.
9. YOU MUST VOTE THE FULL AMOUNT OF THE ALLOWED CLAIM COVERED BY THIS BALLOT EITHER TO ACCEPT OR TO REJECT THE PLAN. YOU MAY NOT SPLIT YOUR VOTE.
10. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, WILL BE COUNTED AS AN ACCEPTANCE OF THE PLAN.

This Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than to cast votes to accept or reject the Plan.

**VOTING INSTRUCTIONS FOR COMPLETING THE BALLOT
FOR HOLDERS OF CLASS [___] (CCB-[] GUARANTEES CLAIMS)**

1. This Ballot is submitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan will be accepted by Class ___ if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class ___ that actually vote on the Plan. In the event that Class ___ rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the holders of Claims in Class ___ and all other Classes of Claims or Equity Interests rejecting the Plan, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Equity Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby, and may be bound to the releases contained therein.
3. **Complete, sign, and return this Ballot in the envelope provided.**
4. To properly complete the Ballot, you must follow the procedures described below:
 - a. if you have a Claim in Class ___, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;
 - b. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act);
 - c. if you also hold Claims in a Class other than Class ___, you may receive more than one Ballot, labeled for a different Class of Claims. Your vote will be counted in determining acceptance or rejection of the Plan by a particular Class of Claims only if you complete, sign, and return the Ballot labeled for that Class of Claims in accordance with the instructions on that Ballot;
 - d. if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;
 - e. provide your name and mailing address;
 - f. sign and date your Ballot; and
 - g. return your Ballot using the enclosed pre-addressed return envelope.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR IF YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT (866) 381-9100. COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ON THE VOTING AGENT'S

WEBSITE AT WWW.KCCLLC.NET/WAMU. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

ITEM 1. Amount of CCB-[] Guarantees Claim. The [face](#) amount of your claim for voting purposes is: \$ _____. If your underlying securities related to the CCB-[] Guarantees are held by a Voting Nominee on your behalf and you do not know the [face](#) amount of the underlying securities related to the CCB-[] Guarantees held, please contact your Voting Nominee immediately.

ITEM 2. Vote on the Plan. The undersigned holder of a CCB-[] Guarantees Claim in the amount identified in [Item 1](#) above hereby votes to:

- Check one box:
- Accept the Plan
- Reject the Plan

ITEM 3. Certification as to CCB-[] Guarantees Claims held in Additional Accounts. By completing and returning this Ballot, the beneficial holder certifies that either (a) it has not submitted any other Ballots for other Class ____ CCB-[] Guarantees Claims held in other accounts or other record names or (b) it has provided the information specified in the following table for all other Class ____ CCB-[] Guarantees Claims for which it has submitted additional Ballots, each of which indicates the same vote to accept or reject the Plan (please use additional sheets of paper if necessary):

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED CLASS __ BALLOTS OTHER THAN THIS BALLOT.

Account Number	Name of Holder ¹	Amount of Other CCB-[] Guarantees Claims Voted

ITEM 4. OPTIONAL – Opt-Out Election. By checking the box below, you elect NOT to grant the releases contained in Section 43.6 of the Plan as they relate to the opt-out release parties set forth in Section 43.6 of the Plan. Election to withhold consent is at your option. **Please be advised that if you elect NOT to grant the releases, you WILL NOT be entitled to a distribution under the Plan.** If you submit your Ballot without this box checked, you will be deemed to consent to the release. However, be advised that the Debtors, at the Confirmation Hearing, intend to seek enforcement of the releases, injunction, and exculpation contained in Sections 43.6, 43.7, and 43.8 of the Plan as to all parties regardless of whether you elect to opt out.

- Check the box:
- Elect to opt out

[In order to elect to opt out of granting the releases, the Nominee holding your underlying securities related to the CCB-\[\] Guarantees must “tender” your notes into the appropriate election account established at The Depository Trust Company \(“DTC”\) for this purpose. The underlying securities related to the CCB-\[\] Guarantees may not be withdrawn from the election account after your Nominee has tendered them to the election account at DTC. Once the underlying securities related to the CCB-\[\] Guarantees have been tendered, no further trading will be permitted in the underlying securities related to the CCB-\[\] Guarantees held in the election account. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all underlying securities related to the CCB-\[\] Guarantees held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder.](#)

ITEM 5. OPTIONAL – Exchange Election.

Commencing on the Effective Date, and subject to [\(a\)](#) the right of election described in the Plan [and \(b\) the provisions of Section 32.1\(a\) of the Plan with respect to a Retention/Sale Transaction](#), each holder of an Allowed CCB-[x] Guarantees Claim shall be entitled to receive on account of such Allowed CCB-[x] Guarantees Claim and Postpetition Interest Claim such holder’s *pro rata* share of (i) Creditor Cash, and (ii) Liquidating Trust Interests, in

¹ Insert your name if the underlying securities related to the CCB-[] Guarantees are held by you in your own name or, if held in “street name,” insert the name of your broker or bank.

an aggregate amount equal to (a) such holder's Allowed CCB-[x] Guarantees Claim and (b) in the event that all Allowed Claims are paid in full, such holder's Postpetition Interest Claim.

Notwithstanding the foregoing, the Plan provides that holders of Allowed CCB-[x] Guarantees Claims each shall be provided the right to elect, in their sole and absolute discretion, to receive Reorganized Common Stock (to the extent remaining after distribution to holders of Allowed Senior Notes Claims, Allowed General Unsecured Claims, and Allowed Senior Subordinated Notes Claims, subject to adjustment based upon the number of shares elected by holders of Allowed CCB-[y] Guarantees Claims, and subject to dilution on account of the Rights Offering), in lieu of some or all of the Creditor Cash or Cash on account of Liquidating Trust Interests, as the case may be, that such holder otherwise is entitled to receive pursuant to the Plan. If you would like to make such an election, complete the information below.

Check the box: Elect to receive Reorganized Common Stock in lieu of Creditor Cash

_____ % of such holder's *pro rata* share of Creditor Cash to be distributed as Reorganized Common Stock

Check the box: Elect to receive Reorganized Common Stock in lieu of Cash to be received on account of Liquidating Trust Interests

_____ % of such holder's *pro rata* share of Cash to be received on account of Liquidating Trust Interests to be distributed as Reorganized Common Stock

If the Plan and Confirmation Order provide that both (i) Reorganized Common Stock is subject to payover rights under the applicable contractual subordination provisions in the Indentures and Guarantee Agreements and (ii) such rights are exercisable individually per holder, please indicate below the percentage, if any, of such Reorganized Common Stock you would elect to receive

_____ % of such holder's *pro rata* share of remaining claim to be received on account of subordination and payover rights if held to be applicable and exercisable separately by each holder.

In order to make the Exchange Election, the Voting Nominee holding your underlying securities related to the CCB-[] Guarantees must "tender" your notes into the appropriate election account established at The Depository Trust Company ("DTC") for this purpose. The underlying securities related to the CCB-[] Guarantees may not be withdrawn from the election account after your Nominee has tendered them to the election account at DTC. Once the underlying securities related to the CCB-[] Guarantees have been tendered, no further trading will be permitted in the underlying securities related to the CCB-[] Guarantees held in the election account. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all underlying securities related to the CCB-[] Guarantees held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder.

NOTE: To the extent a holder receives Reorganized Common Stock, such holder's distribution of Creditor Cash or Cash to be received on account of Liquidating Trust Interests, as the case may be, shall be reduced on a dollar-for-dollar basis by the value of the Reorganized Common Stock so received (valued as of the Effective Date), so that the ultimate recovery percentage for each holder of an Allowed CCB-[x] Guarantees Claim is the same, regardless of whether a holder receives Reorganized Common Stock. Failure by any holder of an Allowed CCB-[x] Guarantees Claim to elect to exercise election rights on or before the Voting Deadline shall constitute a deemed waiver and relinquishment of such rights by such holder. Any election made after the Voting Deadline shall not be binding upon the Debtors unless the Voting Deadline is waived, in writing, by the Debtors; provided, however, that under no circumstance may such waiver by the Debtors occur on or after the Effective Date. Any holder electing to receive Reorganized Common Stock shall be subject to, and bound by, ~~a shareholders' a registration rights agreement, if any, and a registration rights agreement, if any, forms~~ a form of which will be filed with the Bankruptcy Court prior to the Voting Deadline if applicable.

NOTE: In the event that, as of the Effective Date, the Debtors have determined to enter into a Retention/Sale Transaction, all elections to receive Reorganized Common Stock shall be deemed null and void and of no force or effect and no Reorganized Common Stock shall be issued pursuant to the Plan.

Voting on the Plan or exercising an election shall not constitute or be deemed a waiver of any rights or remedies that any holder or Indenture Trustee may have with respect to subordination and subrogation rights arising under or with respect to the Senior Notes, Senior Subordinated Notes, CCB Guarantees, PIERS Common Securities and PIERS Preferred Securities, all of which rights and remedies shall be controlled and governed by the Indentures and Guarantee Agreements providing for and relating to such subordination and subrogation rights and nothing in the Plan or any annex, attachment, schedule or exhibit to the Plan, shall amend, modify or impair such rights (or any remedies in respect thereof) in any manner or fashion; provided, however, that any disagreement with the priorities or distributions set forth in the Plan or in the Subordination Model shall be raised prior to, and decided at, the Confirmation Hearing, and all issues with respect to contractual subordination and subrogation not resolved at the Confirmation Hearing shall be governed pursuant to the Subordination Model or, if the decision of the Bankruptcy Court at the Confirmation Hearing differs from the Subordination Model, then all issues with respect to contractual subordination and subrogation shall be governed pursuant to such decision.

ITEM 6. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges that the undersigned has been provided with a copy of the Disclosure Statement, including all exhibits thereto. The undersigned certifies that (i) it is the holder of the CCB-[] Guarantees Claims identified in Item 1 above as of ~~June 3, October 18,~~ 2010 and (ii) it has full power and authority to vote to accept or reject the Plan. The undersigned further acknowledges that the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement and the order of the Bankruptcy Court approving the Disclosure Statement and the procedures for the solicitation of votes to accept or reject the Plan contained therein. The undersigned further acknowledges that by voting to accept the Plan, any holder of a Claim against the Debtors is affirmatively agreeing to the various release and exculpation provisions of the Plan, which appear principally in Article 43 of the Plan and provide as follows:

“43.6 Releases by Holders of Claims and Equity Interests. Except as otherwise expressly provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, and except with respect to holders of WMB Senior Notes Claims and Non-Filing WMB Senior Note Holders who do not check the box labeled “Grant Plan Section 43.6 Release”, on the Effective Date, for good and valuable consideration, each Entity that has held, currently holds or may hold a Released Claim or any Equity Interest that is terminated, and each of its respective Related Persons, on their own behalf and on behalf of anyone claiming through them, on their behalf, or for their benefit, shall be deemed to have and hereby does irrevocably and unconditionally, fully, finally and forever waive, release, acquit and discharge each and all of the Released Parties from any and all Released Claims in connection with or related to any of the Debtors, the Reorganized Debtors, the Affiliated Banks, or their respective subsidiaries, assets, liabilities, operations, property or estates, the Chapter 11 Cases or the Plan or the Disclosure Statement, the assets to be received by JPMC pursuant to the Global Settlement Agreement, the Plan Contribution Assets, the Debtors' Claims, the JPMC Claims, the FDIC Claim, the Purchase and Assumption Agreement, the WMI/WMB Intercompany Claims, any intercompany claims on the books of WMI or WMB related to the WaMu Pension Plan or the Lakeview Plan, claims related in any way to the Trust Preferred Securities (including, without limitation, the creation of the Trust Preferred Securities, the financing associated therewith, the requested assignment of the Trust Preferred Securities by the Office of Thrift Supervision and the transfer and the asserted assignment of the Trust Preferred Securities subsequent thereto), and/or any claim, act, fact, transaction, occurrence, statement, or omission in connection with or alleged in the Actions or in the Texas Litigation, or that could have been alleged in respect of the foregoing or other similar proceeding, including, without limitation, any such claim demand, right, liability, or cause of action for indemnification, contribution or any other basis in law or equity for damages, costs or fees incurred by the releasors herein arising directly or indirectly from or otherwise relating thereto; provided, however, that each Entity that has submitted a Ballot may elect, by checking the appropriate box on its Ballot, not to grant the releases set forth in Section 43.6 of the Plan with respect to those Released Parties other than (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Trustees, and (iv) the Creditors' Committee and its members in such capacity and for their actions as members, their respective Related Persons, and their respective predecessors, successors and assigns (whether by operation of law or otherwise), in which case, such Entity that so elects to not grant the releases will not receive a distribution hereunder; and provided, further, that, because the Plan and the Global Settlement Agreement, and the financial contributions contained therein, are conditioned upon the aforementioned releases, and, as such, these releases are essential for the successful reorganization of the Debtors, pursuant to the Confirmation Order, those Entities that opt out of the releases provided hereunder shall be bound and shall receive the distributions they otherwise would be entitled to receive pursuant to the Plan; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, in connection with any legal action or claim brought by the United States Securities and Exchange Commission or (b) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) to the extent that (i) the Pension Plans are terminated from and after the Effective Date and (ii) the Pension Plans are underfunded as of the Effective Date, release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, from any liability as a fiduciary of the Pension Plans, under any law, government policy or regulatory provision, (b) enjoin or preclude the Pension Benefit Guaranty Corporation from enforcing such liability against such non-Debtor Entity during the applicable statute of limitations period set forth in 29 U.S.C. § 1303 following any such termination, or (c) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim. In

addition to, and not in any way limiting the foregoing, each holder of an Allowed WMB Senior Notes Claim and each Accepting Non-Filing WMB Senior Notes Holder shall be deemed to have released the Debtors, the Reorganized Debtors, the Liquidating Trustee, and each of their respective Related Persons from any and all direct and derivative claims arising from or related to such holder's WMB Senior Notes, as well as any misrepresentation or other similar claim for damages arising from the purchase or sale of such holder's WMB Senior Notes (including, without limitation, any Section 510(b) Subordinated WMB Notes Claims that such holder may have).

"43.7 **Injunction Related to Releases.** Except as provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, as of the Effective Date, (i) all Entities that hold, have held, or may hold a Released Claim or Equity Interest relating to any of the Debtors or the Reorganized Debtors or any of their respective assets, property and estates, that is released pursuant to Section 43.6 of the Plan, (ii) all other parties in interest, and (iii) each of the Related Persons of each of the foregoing entities, are, and shall be, permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any of the following actions, whether directly or indirectly, derivatively or otherwise, on account of or based on the subject matter of such discharged Released Claims or such Equity Interests: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including, without limitation, any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order; (iii) creating, perfecting or in any way enforcing in any matter, directly or indirectly, any Lien; (iv) setting off, seeking reimbursement or contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation owed to any Entity released under Section 43.6 hereof; and (v) commencing or continuing in any manner, in any place of any judicial, arbitration or administrative proceeding in any forum, that does not comply with or is inconsistent with the provisions of the Global Settlement Agreement, the Plan or the Confirmation Order.

"43.8 **Exculpation.** The Released Parties, members of the Plan Administration Committee and Plan Investment Committee of the WaMu Savings Plan, and each of their Related Persons shall not have or incur any liability to any Entity for any act taken or omitted to be taken in connection with the Chapter 11 Cases (including any actions taken by the Creditors' Committee after the Effective Date), the formulation, preparation, dissemination, implementation, confirmation or approval of the Plan or any compromises or settlements contained therein, the Disclosure Statement related thereto, the Global Settlement Agreement, or any contract, instrument, release or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the Plan and the Global Settlement Agreement; provided, however, that the foregoing provisions of this Section 43.8 shall not affect the liability of any Entity that otherwise would result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted gross negligence or willful misconduct. Any of the foregoing parties in all respects shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan."

Print or Type Name of Claimant: _____
Last Four (4) Digits of Social Security
or Federal Tax I.D. No. of Claimant: _____
Signature: _____
Name of Signatory (if different than claimant): _____
If by Authorized Agent, Title of Agent: _____
Street Address: _____
City, State and Zip Code: _____
Telephone Number: _____
E-mail Address: _____
Date Completed: _____

Exhibit 4-1012

Master Ballot for Class 16

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

-----X
In re: : **Chapter 11**
: :
WASHINGTON MUTUAL, INC., et al.,²⁰ : **Case No. 08-12229 (MFW)**
: :
Debtors. : **(Jointly Administered)**
: :
-----X

**MASTER BALLOT FOR CLASS 16
(PIERS CLAIMS) (CUSIP NO. _____)**

Name of Debtor Entities and Case Numbers

WMI Investment Corp.	08-12228 (MFW)	Washington Mutual, Inc.	08-12229 (MFW)
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Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “*Debtors*”), each of which is identified above, are soliciting votes with respect to the ~~Third~~Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of ~~June 2,~~October 6, 2010 (as it may be further amended, the “*Plan*”), from the holders of certain impaired claims against the Debtors. The Plan is attached as Exhibit A to the Disclosure Statement for the Plan (as it may be amended, the “*Disclosure Statement*”). All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to such terms in the Plan.

The United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”) has approved the Disclosure Statement, which provides information to assist you in deciding how to vote on the Plan. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. If you have any questions on how to properly complete this Ballot, please contact Kurtzman Carson Consultants LLC (the “*Voting Agent*”) at ~~(866) 381-9100,~~(917) 281-4800. Please be advised that Kurtzman Carson Consultants LLC cannot provide legal advice.

THIS MASTER BALLOT IS ONLY FOR CASTING VOTES ON BEHALF OF BENEFICIAL HOLDERS OF THE PIERS CLAIMS.

This Master Ballot is to be used by you as a broker, bank, or other nominee; or as the agent of a broker, bank, or other nominee (each of the foregoing, a “Voting Nominee”); or as the proxy holder of a Voting Nominee or beneficial holder of the units representing PIERs Preferred ~~Securities or PIERs Common~~ Securities, to transmit to the Voting Agent the votes of such beneficial holders in respect of their PIERs Claims to accept or reject the Plan.

Holders of Allowed PIERs Claims are also entitled to participate in the Rights Offering, as more fully described in the Plan and Disclosure Statement. Holders of PIERs Claims who wish to participate in the Rights Offering must complete the subscription form that is being provided under separate cover. If you

²⁰ 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 925 Fourth Avenue, Seattle, Washington 98104.

are the Voting Nominee for a holder of a PIERS Claim and did not receive a Subscription Form to forward to such holder, please contact the Voting Agent.

IMPORTANT

VOTING DEADLINE: 5:00 P.M. (Pacific Time) on ~~July 21~~, November 15, 2010.

To have the vote of the beneficial holder(s) for whom you act as Voting Nominee count, the Master Ballot must be properly completed, signed, and returned so that it is actually received by the Voting Agent, Kurtzman Carson Consultants LLC, by no later than 5:00 p.m. (Pacific Time) on ~~July 21~~, November 15, 2010, unless such time is extended by the Debtors. Please mail or deliver your Master Ballot to: Washington Mutual Ballot Processing, c/o Kurtzman Carson Consultants, ~~1230~~ 599 Lexington Avenue ~~of the Americas~~, ~~739~~ th Floor, New York, New York ~~10020~~, 10022.

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Master Ballot is not received by the Voting Agent on or before the Voting Deadline and such deadline is not extended by the Debtors, the votes of the beneficial holder(s) for whom you act as Voting Nominee will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on the beneficial holder(s) for whom you act as Voting Nominee whether or not you vote.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 1 AND COMPLETE ITEM 1.
2. COMPLETE ITEM 2.
3. COMPLETE ITEM 3.
4. COMPLETE ITEM 4.
5. COMPLETE ITEM 5.
6. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 6, AND COMPLETE ITEM 6.
7. **SIGN THE BALLOT.**
8. RETURN THE BALLOT IN THE PRE-ADDRESSED POSTAGE-PAID ENVELOPE (SO THAT IT IS RECEIVED BEFORE THE VOTING DEADLINE).
9. BENEFICIAL HOLDERS MUST VOTE THE FULL AMOUNT OF THE ALLOWED PREPETITION CLAIM COVERED BY THEIR BALLOTS EITHER TO ACCEPT OR TO REJECT THE PLAN. BENEFICIAL HOLDERS MAY NOT SPLIT THEIR VOTES.
10. ANY EXECUTED BALLOT RECEIVED BY YOU FROM A BENEFICIAL HOLDER THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, SHOULD BE COUNTED AS AN ACCEPTANCE OF THE PLAN.

This Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than to cast votes to accept or reject the Plan.

**VOTING INSTRUCTIONS FOR COMPLETING THE MASTER BALLOT
FOR VOTING NOMINEES OF CLASS 16 (PIERS CLAIMS)**

1. The Plan will be accepted by Class 16 if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class 16 that actually vote on the Plan. In the event that Class 16 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on beneficial holders for which you are acting as Voting Nominee if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the holders of Claims in Class 16 and all other Classes of Claims or Equity Interests rejecting the Plan, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Equity Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby, and may be bound to the releases contained therein.

2. **Complete, sign, and return this Master Ballot to Kurtzman Carson Consultants LLC so that it is received by the Voting Agent by no later than 5:00 p.m. (Pacific Time) on ~~July 21,~~ November 15, 2010 (the “Voting Deadline”), unless such time is extended in writing by the Debtors.** Ballots must be delivered either by mail with the enclosed envelope or by hand delivery or overnight courier to the Voting Agent at the following address:

Washington Mutual Ballot Processing
c/o Kurtzman Carson Consultants
~~1230~~599 ~~Lexington~~ Avenue ~~of the Americas,~~
~~739~~th Floor
New York, New York ~~10020~~10022

Attn: ~~David M. Sharp~~ Vote Processing
Telephone: (917) ~~639281-4276~~4800

Ballots will not be accepted by telecopy, facsimile, e-mail or other electronic means of transmission.

3. **HOW TO VOTE:**

If you are both the registered owner and the beneficial holder of any ~~principal amount of the units representing~~ PIERs Preferred ~~Securities or PIERs Common~~ Securities and you wish to vote any PIERs Claims held by you as the beneficial holder thereof, you must complete, execute and return to the Voting Agent a Master Ballot in connection therewith.

If you are transmitting the votes of any beneficial holders of PIERs Claims other than yourself, you must forward the Solicitation Package to such beneficial holders, together with (i) the Beneficial Holder Ballots for voting and (ii) a return envelope provided by and addressed to you, the Voting Nominee, with the beneficial holders then returning the individual Beneficial Holder Ballots to you, the Voting Nominee. In such case, you, the Voting Nominee, will tabulate the votes of your respective beneficial holders on the Master Ballot that ~~will be provided to you, the Voting Nominee, separately by the Voting Agent, in accordance with any instructions set forth in the instructions to the Master Ballot~~ is attached to these instructions, and then return the Master Ballot to the Voting Agent. You, the Voting Nominee, should advise the beneficial holders to return their individual Beneficial Holder

Ballots to you by a date calculated by you to allow yourself sufficient time to prepare and return the Master Ballot to the Voting Agent so that the Master Ballot is actually received by the Voting Agent by the Voting Deadline.

4. With respect to all Beneficial Holder Ballots returned to you, you must properly complete the Master Ballot, as follows:
 - a. Check the appropriate box in Item 1 on the Master Ballot;
 - b. Indicate the votes to accept or reject the Plan in Item 2 of the Master Ballot, as transmitted to you by the beneficial holders of the PIERS Claims. To identify such beneficial holders without disclosing their names, please use the customer account number assigned by you to each such beneficial holder or, if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each beneficial holder and the assigned number). **IMPORTANT: EACH BENEFICIAL HOLDER MUST VOTE ALL OF HIS, HER, OR ITS PIERS CLAIMS EITHER TO ACCEPT OR REJECT THE PLAN, AND MAY NOT SPLIT SUCH VOTE. IF ANY BENEFICIAL HOLDER HAS ATTEMPTED TO SPLIT SUCH VOTE, PLEASE CONTACT THE VOTING AGENT IMMEDIATELY;**
 - c. Please note that Item 3 of the Master Ballot requests that you transcribe the information provided by each beneficial holder in Item 3 of each completed Beneficial Holder Ballot relating to other PIERS Claims voted;
 - d. Please note that Item 4 of the Master Ballot requests that you transcribe the information provided by each beneficial holder in Item 4 of each completed Beneficial Holder Ballot relating to the granting of certain releases, and that you tender the units representing the underlying PIERS Preferred Securities held by those beneficial holders electing to opt out of granting the releases to the appropriate account established at DTC for such purpose;
 - e. Please note that Item 5 of the Master Ballot requests that you transcribe the information provided by each beneficial holder in Item 5 of each completed Beneficial Holder Ballot relating to the Exchange Election, and that you tender the units representing PIERS Preferred Securities ~~or PIERS Common Securities~~ held by those beneficial holders making the Exchange Election to the appropriate account established at DTC for such purpose;
 - f. Review the certification in Item 6 of the Master Ballot;
 - g. Sign and date the Master Ballot, and provide the remaining information requested;
 - h. If additional space is required to respond to any item on the Master Ballot, please use additional sheets of paper clearly marked to indicate the applicable Item of the Master Ballot to which you are responding;
 - i. Contact the Voting Agent if you need any additional information; and
 - j. Deliver the completed, executed Master Ballot so as to be received by the Voting Agent before the Voting Deadline. For each completed, executed Beneficial Holder Ballot returned to you by a beneficial holder, either forward such Beneficial Holder Ballot (along with your Master Ballot) to the Voting Agent or retain such Beneficial Holder Ballot in your files for one year from the Voting Deadline.

IF YOU HAVE ANY QUESTIONS REGARDING THE MASTER BALLOT, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR IF YOU DID NOT RECEIVE A

COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT ~~(866) 381-9100~~, [\(917\) 281-4800](tel:917-281-4800). COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT WWW.KCCLLC.NET/WAMU. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

Item 1. Certification of Authority to Vote. The undersigned certifies that as of ~~June 3,~~October 18, 2010 (the Voting Record Date under the Plan), the undersigned (please check appropriate box):

- Is a broker, bank, or other nominee for the beneficial holders of the ~~aggregate principal amount of the~~units representing PERS Preferred ~~Securities or PERS Common~~ Securities listed in Item 2 below, and is the registered holder of such ~~securities~~units, or
- Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, or other nominee that is the registered holder of the ~~aggregate principal amount of~~units representing the PERS Preferred ~~Securities or PERS Common~~ Securities listed in Item 2 below, or
- Has been granted a proxy (an original of which is attached hereto) from a broker, bank, or other nominee, or a beneficial holder, that is the registered holder of the ~~aggregate principal amount of~~units representing PERS Preferred ~~Securities or PERS Common~~ Securities listed in Item 2 below,

and accordingly, has full power and authority to vote to accept or reject the Plan, on behalf of the PERS Claims held by the beneficial holders of the units representing the PERS Preferred ~~Securities or PERS Common~~ Securities described in Item 2.

Item 2. Vote. The undersigned transmits the following votes of beneficial holders in respect of their PERS Claims, and certifies that the following beneficial holders of the units representing PERS Preferred ~~Securities or PERS Common~~ Securities, as identified by their respective customer account numbers set forth below, are beneficial holders of such securities as of ~~June 3,~~October 18, 2010, the Voting Record Date, and have delivered to the undersigned, as Voting Nominee, their ballots (“**Beneficial Holder Ballots**”) casting such votes. Indicate in the appropriate column the aggregate ~~principal amount~~number of units voted for each account, or attach such information to this Master Ballot in the form of the following table. Please note each beneficial holder must vote all of his, her, or its PERS Claims to accept or to reject the Plan and may not split such vote.

Your Customer Account Number for Each Beneficial Holder of Voting <u>Units Representing</u> PERS Preferred Securities or PERS Common <u>Securities</u>	Principal Amount <u>Number of Units Representing</u> PERS Preferred Securities or PERS Common Securities Voted to ACCEPT or REJECT Plan*	
	ACCEPT	REJECT
1.	\$	\$
2.	\$	\$
3.	\$	\$
4.	\$	\$
5.	\$	\$
6.	\$	\$
7.	\$	\$
8.	\$	\$
9.	\$	\$
TOTALS:	\$	\$

* Any executed ballot received by a Voting Nominee from a beneficial holder that (a) does not indicate either an acceptance or rejection of the Plan, or (b) that indicates both an acceptance and a rejection of the Plan, should be counted as an **acceptance** of the Plan.

Item 3. Certification as to Transcription of Information from Item 3 as to PIERS Claims Voted Through Other Beneficial Holder Ballots. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by beneficial holders in Item 3 of the beneficial holders' original Beneficial Holder Ballots, identifying any PIERS Claims for which such beneficial holders have submitted other Beneficial Holder Ballots other than to the undersigned:

YOUR Customer Account Number for Each Beneficial Holder Who Completed <u>Item 3</u> of the Beneficial Holder Ballots	TRANSCRIBE FROM <u>ITEM 3</u> OF THE BENEFICIAL HOLDER BALLOTS:		
	Account Number	Name of Owner	Amount <u>Number</u> of Other <u>Units Representing</u> PIERS Preferred Securities or PIERS Common Securities Voted
1.			\$
2.			\$
3.			\$
4.			\$
5.			\$
6.			\$
7.			\$
8.			\$
9.			\$
10.			\$

Item 4. Certification as to Transcription of Information from Item 4 as to Opt-Out Election. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by beneficial holders in Item 4 of the beneficial holders' original Beneficial Holder Ballots:

YOUR Customer Account Number for Each Beneficial Holder Who Completed <u>Item 4</u> of the Beneficial Holder Ballots	<u>VOI</u> <u>Number from DTC*</u> for Each Beneficial Holder Who Elected to Opt Out of Granting Releases	<u>Number of Units</u> for Each Beneficial Holder Who Elected to Opt Out of Granting Releases	TRANSCRIBE FROM <u>ITEM 4</u> OF THE BENEFICIAL HOLDER BALLOTS: Elect to Opt Out of granting releases? (Y/N) (If the box is not checked, then such beneficial holder is deemed to grant the release)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

* The underlying units, related to the PIERS Claims, held by those beneficial holders electing to opt out of granting releases are to be tendered into the appropriate election account established at The Depository

Trust Company (“DTC”) for that purpose. Input the corresponding VOI number received from DTC in the appropriate Opt-Out Election column in the table above if the beneficial holder elected the Opt-Out Election in Item 4 on its individual Beneficial Holder Ballot. Such units may not be withdrawn from the DTC election account once tendered. No further trading will be permitted in such units held in the election account at DTC. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all such units held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder.

Item 5. Certification as to Transcription of Information from Item 5 as to Exchange Election. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by beneficial holders in Item 5 of the beneficial holders’ original Beneficial Holder Ballots:

YOUR Customer Account Number for Each Beneficial Holder Who Completed <u>Item 5</u> of the Beneficial Holder Ballots	VOI Number from DTC* for Each Beneficial Holder Who Completed <u>Item 5</u> of the Beneficial Holder Ballots	<u>Number of Units for Each Beneficial Holder Who Completed Item 5 of the Beneficial Holder Ballots</u>	TRANSCRIBE FROM <u>ITEM 5</u> OF THE BENEFICIAL HOLDER BALLOTS:		
			% of such beneficial holder’s pro-rata share of distribution to be received as Creditor Cash to be Distributed as Reorganized Common Stock	% of such beneficial holder’s pro-rata share of Cash distribution to be received as Liquidating Trust Interests to be Distributed as Reorganized Common Stock	<u>% of such beneficial holder’s distribution to be received as Reorganized Common Stock</u>
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

* The underlying ~~securities, units~~ related to the PIERS Claims, held by those beneficial holders making the Exchange Election are to be tendered into the appropriate election account established at The Depository Trust Company (“DTC”) for that purpose. Input the corresponding VOI number received from DTC in the appropriate Exchange Election column in the table above if the beneficial holder elected the Exchange Election in Item 5 on its individual Beneficial Holder Ballot. Such ~~securities, units~~ may not be withdrawn from the DTC election account once tendered. No further trading will be permitted in such ~~securities, units~~ held in the election account at DTC. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all such ~~securities, units~~ held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder.

Item 6. Certification. By signing this Master Ballot, the undersigned certifies that each beneficial holder of the units representing PIERS Preferred ~~Securities or PIERS Common~~ Securities listed in Item 2 above has been provided with a copy of the Disclosure Statement, including the exhibits thereto, and acknowledges that the solicitation of votes for the Plan is subject to all of the terms and conditions set forth in the Disclosure Statement.

Name of Voting Nominee: _____
(Print or Type)

Participant Number: _____

Name _____ of _____ Proxy _____ Holder _____
for Voting Nominee (if applicable): _____

(Print or Type)

or

Agent

Last Four (4) Digits of Social Security or Federal Tax I.D. No.: _____

Signature: _____

By: _____

(If Appropriate)

Title: _____

(If Appropriate)

Street Address: _____

City, State, Zip Code: _____

Telephone Number: () _____

(Including Area Code)

Date Completed: _____

Exhibit 4-113

Beneficial Holder Ballot for Class 16

Please note that the Debtors consented to, and the Bankruptcy Court directed, the appointment by the United States Trustee for the District of Delaware of Joshua R. Hochberg as examiner to conduct an investigation of the Debtors. The examiner will prepare a report summarizing its findings and such report, with the exception of any confidential information contained therein, will be made publicly available at www.kccllc.net/wamu prior to the deadline to vote on the Plan.

IMPORTANT

You should review the Disclosure Statement and the Plan (including the Global Settlement Agreement) before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your claim or claims under the Plan.

All of your PIERS Claims against the Debtors have been placed in Class 16 under the Plan. If you hold claims in more than one class under the Plan, you will receive a Ballot for each class in which you are entitled to vote and must complete a separate Ballot for each such class of claims.

VOTING DEADLINE: 5:00 P.M. (Pacific Time) on ~~July 21,~~November 15, 2010.

In order for your vote to be counted, the Master Ballot from your Nominee must be properly completed, signed, and returned so that it is actually received by the Voting Agent, Kurtzman Carson Consultants LLC, by no later than 5:00 p.m. (Pacific Time) on ~~July 21,~~November 15, 2010, unless such time is extended by the Debtors. Please mail or deliver your Ballot to your Voting Nominee.

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If ~~your~~the Master Ballot from your Nominee is not received by the Voting Agent on or before the Voting Deadline and such deadline is not extended by the Debtors, your vote will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on you whether or not you vote.

Your receipt of this Ballot does not signify that your claim(s) has been or will be allowed.

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR BANK, BROKER, OR OTHER VOTING NOMINEE (EACH OF THE FOREGOING, A “VOTING NOMINEE”), YOU MUST RETURN THIS BALLOT TO SUCH VOTING NOMINEE AND NOT THE VOTING AGENT. PLEASE ALLOW SUFFICIENT TIME FOR YOUR VOTING NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. REVIEW ITEM 1.
2. COMPLETE ITEM 2.
3. COMPLETE ITEM 3.
4. COMPLETE ITEM 4. NOTE THAT THIS ITEM IS OPTIONAL.
1. COMPLETE ITEM 5. NOTE THAT THIS ITEM IS OPTIONAL.
2. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 5-6, AND COMPLETE ITEM 5-6.
3. **SIGN THE BALLOT.**
4. RETURN THE BALLOT IN THE PRE-ADDRESSED POSTAGE-PAID ENVELOPE (SO THAT IT IS RECEIVED BEFORE THE VOTING DEADLINE).
IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR BANK, BROKER, OR OTHER VOTING NOMINEE (EACH OF THE FOREGOING, A "VOTING NOMINEE"), PLEASE RETURN THE BALLOT TO SUCH VOTING NOMINEE AND ALLOW SUFFICIENT TIME FOR YOUR VOTING NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.
5. YOU MUST VOTE THE FULL AMOUNT OF THE ALLOWED CLAIM COVERED BY THIS BALLOT EITHER TO ACCEPT OR TO REJECT THE PLAN. YOU MAY NOT SPLIT YOUR VOTE.
6. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, WILL BE COUNTED AS AN ACCEPTANCE OF THE PLAN.

This Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than to cast votes to accept or reject the Plan.

**VOTING INSTRUCTIONS FOR COMPLETING THE BALLOT
FOR HOLDERS OF CLASS 16 (PIERS CLAIMS)**

1. This Ballot is submitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan will be accepted by Class 16 if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class 16 that actually vote on the Plan. In the event that Class 16 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the holders of Claims in Class 16 and all other Classes of Claims [or Equity Interests](#) rejecting the Plan, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Equity Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby, and may be bound to the releases contained therein.
3. **Complete, sign, and return this Ballot in the envelope provided. IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR BANK, BROKER, OR OTHER VOTING NOMINEE (EACH OF THE FOREGOING, A “VOTING NOMINEE”), PLEASE ALLOW SUFFICIENT TIME FOR YOUR VOTING NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.**
4. To properly complete the Ballot, you must follow the procedures described below:
 - a. if you have a Claim in Class 16, cast one vote to accept or reject the Plan by checking the appropriate box in [Item 2](#);
 - b. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act);
 - c. if you also hold Claims in a Class other than Class 16, you may receive more than one Ballot, labeled for a different Class of Claims. Your vote will be counted in determining acceptance or rejection of the Plan by a particular Class of Claims only if you complete, sign, and return the Ballot labeled for that Class of Claims in accordance with the instructions on that Ballot;
 - d. if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;
 - e. provide your name and mailing address;
 - f. sign and date your Ballot; and
 - g. return your Ballot using the enclosed pre-addressed return envelope.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR IF YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES

OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT ~~(866) 381-9100~~, [888\) 830-4644](tel:888-830-4644). COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT WWW.KCCLLC.NET/WAMU. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

ITEM 1. Amount of PIERS Claim. The ~~amount of your claim~~ number of units representing PIERS Preferred Securities you hold, for voting purposes, is: \$ _____. If your units representing PIERS Preferred Securities or ~~PIERS Common Securities~~ are held by a Voting Nominee on your behalf and you do not know the ~~amount~~ number of ~~the~~ units representing PIERS Preferred Securities ~~or PIERS Common Securities~~ held, please contact your Voting Nominee immediately.

ITEM 2. Vote on the Plan. The undersigned holder of a PIERS Claim in the amount identified in Item 1 above hereby votes to:

- Check one box:
- Accept the Plan
- Reject the Plan

ITEM 3. Certification as to PIERS Claims held in Additional Accounts. By completing and returning this Ballot, the beneficial holder certifies that either (a) it has not submitted any other Ballots for other Class 16 PIERS Claims held in other accounts or other record names or (b) it has provided the information specified in the following table for all other Class 16 PIERS Claims for which it has submitted additional Ballots, each of which indicates the same vote to accept or reject the Plan (please use additional sheets of paper if necessary):

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED CLASS 16 BALLOTS OTHER THAN THIS BALLOT.

Account Number	Name of Holder ¹	Amount <u>Number</u> of Other <u>Units Representing PIERS Claims Preferred Securities</u> Voted

ITEM 4. OPTIONAL – Opt-Out Election. By checking the box below, you elect NOT to grant the releases contained in Section 43.6 of the Plan as they relate to the opt-out release parties set forth in Section 43.6 of the Plan. Election to withhold consent is at your option. **Please be advised that if you elect NOT to grant the releases, you WILL NOT be entitled to a distribution under the Plan.** If you submit your Ballot without this box checked, you will be deemed to consent to the release. However, be advised that the Debtors, at the Confirmation Hearing, intend to seek enforcement of the releases, injunction, and exculpation contained in Sections 43.6, 43.7, and 43.8 of the Plan as to all parties regardless of whether you elect to opt out.

- Check the box:
- Elect to opt out

In order to elect to opt out of granting the releases, the Nominee holding your underlying units related to your PIERS Claims must “tender” your units into the appropriate election account established at The Depository Trust Company (“DTC”) for this purpose. The units may not be withdrawn from the election account after your Nominee has tendered them to the election account at DTC. Once the units have been tendered, no further trading will be permitted in the units held in the election account. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all underlying units held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder.

ITEM 5. OPTIONAL – Exchange Election.

Commencing on the Effective Date, and subject to (a) the right of election described in the Plan and (b) the provisions of Section 32.1(a) of the Plan with respect to a Retention/Sale Transaction, each holder of an Allowed PIERS Claim shall be entitled to receive on account of such Allowed PIERS Claim and Postpetition Interest Claim such holder’s *pro rata* share of (i) Reorganized Common Stock (to the extent remaining after distribution to holders of Allowed Senior Notes Claims, Allowed General Unsecured Claims, Allowed Senior Subordinated Notes Claims,

¹ Insert your name if the units representing PIERS Preferred ~~Securities or PIERS Common~~ Securities are held by you in your own name or, if held in “street name,” insert the name of your broker or bank.

Allowed CCB-1 Guarantees Claims, and Allowed CCB-2 Guarantees Claims and subject to dilution on account of the Rights Offering), (ii) Creditor Cash, and (iii) Liquidating Trust Interests, in an aggregate amount equal to (a) such holder's Allowed PIERS Claim and (b) in the event that all Allowed Claims are paid in full, such holder's Postpetition Interest Claim.

Notwithstanding the foregoing, the Plan provides that holders of Allowed PIERS Claims each shall be provided the right to elect, in their sole and absolute discretion, to receive additional Creditor Cash, Cash on account of Liquidating Trust Interests, or Reorganized Common Stock (to the extent remaining after distribution to holders of Allowed Senior Notes Claims, Allowed General Unsecured Claims, Allowed Senior Subordinated Notes Claims, Allowed CCB-1 Guarantees Claims, and Allowed CCB-2 Guarantees Claims and subject to dilution on account of the Rights Offering), as the case may be, in lieu of some or all of the Reorganized Common Stock, Creditor Cash or Cash on account of Liquidating Trust Interests, as the case may be, that such holder otherwise is entitled to receive pursuant to the Plan. If you would like to make such an election, complete the information below.

_____ % of the distribution to be received as Creditor Cash

_____ % of the distribution to be received as Cash on account of Liquidating Trust Interests

_____ % of the distribution to be received as Reorganized Common Stock

In order to make the Exchange Election, the Voting Nominee holding the underlying units, related to your PIERS Claims, must "tender" your units into the appropriate election account established at The Depository Trust Company ("DTC") for this purpose. The units may not be withdrawn from the election account after your Nominee has tendered them to the election account at DTC. Once the units have been tendered, no further trading will be permitted in the units held in the election account. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all units held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder.

NOTE: To the extent that there is an imbalance between the amount of Creditor Cash or Cash on account of Liquidating Trust Interests, as the case may be, and the number of Reorganized Common Stock shares elected by holders of Allowed PIERS Claims, either the Creditor Cash, Cash on account of Liquidating Trust Interests or Reorganized Common Stock shares elected shall be reduced, on a Pro Rata Share basis, to each holder to eliminate such imbalance. The ultimate recovery percentage for each holder of an Allowed PIERS Claim shall be the same, regardless of whether a holder elects to receive more or less Reorganized Common Stock. Failure by any holder of an Allowed PIERS Claim to elect to exercise election rights on or before the Voting Deadline shall constitute a deemed waiver and relinquishment of such rights by such holder. Any election made after the Voting Deadline shall not be binding upon the Debtors unless the Voting Deadline is waived, in writing, by the Debtors; provided, however, that under no circumstance may such waiver by the Debtors occur on or after the Effective Date. Any holder receiving Reorganized Common Stock shall be subject to, and bound by, ~~a shareholders'~~ a registration rights agreement, if any, and a registration rights agreement, if any, forms a form of which will be filed with the Bankruptcy Court prior to the Voting Deadline if applicable.

NOTE: In the event that, as of the Effective Date, the Debtors have determined to enter into a Retention/Sale Transaction, all elections to receive Reorganized Common Stock shall be deemed null and void and of no force or effect and no Reorganized Common Stock shall be issued pursuant to the Plan.

ITEM 6. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges that the undersigned has been provided with a copy of the Disclosure Statement, including all exhibits thereto. The undersigned certifies that (i) it is the holder of the PIERS Claims identified in Item 1 above as of June 3, October 18, 2010 and (ii) it has full power and authority to vote to accept or reject the Plan. The undersigned further acknowledges that the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement and the order of the Bankruptcy Court approving the Disclosure Statement and the procedures for the solicitation of votes to accept or reject the Plan contained therein. The undersigned further acknowledges that by voting to accept the Plan, any holder of a Claim against the Debtors is affirmatively agreeing to the various release and exculpation provisions of the Plan, which appear principally in Article 43 of the Plan and provide as follows:

"43.6 Releases by Holders of Claims and Equity Interests. Except as otherwise expressly provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, and except with respect to holders of WMB Senior Notes Claims and Non-Filing WMB Senior Note Holders who do not check the box labeled "Grant Plan Section 43.6 Release", on the

Effective Date, for good and valuable consideration, each Entity that has held, currently holds or may hold a Released Claim or any Equity Interest that is terminated, and each of its respective Related Persons, on their own behalf and on behalf of anyone claiming through them, on their behalf, or for their benefit, shall be deemed to have and hereby does irrevocably and unconditionally, fully, finally and forever waive, release, acquit and discharge each and all of the Released Parties from any and all Released Claims in connection with or related to any of the Debtors, the Reorganized Debtors, the Affiliated Banks, or their respective subsidiaries, assets, liabilities, operations, property or estates, the Chapter 11 Cases or the Plan or the Disclosure Statement, the assets to be received by JPMC pursuant to the Global Settlement Agreement, the Plan Contribution Assets, the Debtors' Claims, the JPMC Claims, the FDIC Claim, the Purchase and Assumption Agreement, the WMI/WMB Intercompany Claims, any intercompany claims on the books of WMI or WMB related to the WaMu Pension Plan or the Lakeview Plan, claims related in any way to the Trust Preferred Securities (including, without limitation, the creation of the Trust Preferred Securities, the financing associated therewith, the requested assignment of the Trust Preferred Securities by the Office of Thrift Supervision and the transfer and the asserted assignment of the Trust Preferred Securities subsequent thereto), and/or any claim, act, fact, transaction, occurrence, statement, or omission in connection with or alleged in the Actions or in the Texas Litigation, or that could have been alleged in respect of the foregoing or other similar proceeding, including, without limitation, any such claim demand, right, liability, or cause of action for indemnification, contribution or any other basis in law or equity for damages, costs or fees incurred by the releasors herein arising directly or indirectly from or otherwise relating thereto; provided, however, that each Entity that has submitted a Ballot may elect, by checking the appropriate box on its Ballot, not to grant the releases set forth in Section 43.6 of the Plan with respect to those Released Parties other than (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Trustees, and (iv) the Creditors' Committee and its members in such capacity and for their actions as members, their respective Related Persons, and their respective predecessors, successors and assigns (whether by operation of law or otherwise), in which case, such Entity that so elects to not grant the releases will not receive a distribution hereunder; and provided, further, that, because the Plan and the Global Settlement Agreement, and the financial contributions contained therein, are conditioned upon the aforementioned releases, and, as such, these releases are essential for the successful reorganization of the Debtors, pursuant to the Confirmation Order, those Entities that opt out of the releases provided hereunder shall be bound and shall receive the distributions they otherwise would be entitled to receive pursuant to the Plan; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, in connection with any legal action or claim brought by the United States Securities and Exchange Commission or (b) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) to the extent that (i) the Pension Plans are terminated from and after the Effective Date and (ii) the Pension Plans are underfunded as of the Effective Date, release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, from any liability as a fiduciary of the Pension Plans, under any law, government policy or regulatory provision, (b) enjoin or preclude the Pension Benefit Guaranty Corporation from enforcing such liability against such non-Debtor Entity during the applicable statute of limitations period set forth in 29 U.S.C. § 1303 following any such termination, or (c) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim. In addition to, and not in any way limiting the foregoing, each holder of an Allowed WMB Senior Notes Claim and each Accepting Non-Filing WMB Senior Notes Holder shall be deemed to have released the Debtors, the Reorganized Debtors, the Liquidating Trustee, and each of their respective Related Persons from any and all direct and derivative claims arising from or related to such holder's WMB Senior Notes, as well as any misrepresentation or other similar claim for damages arising from the purchase or sale of such holder's WMB Senior Notes (including, without limitation, any Section 510(b) Subordinated WMB Notes Claims that such holder may have).

“43.7 Injunction Related to Releases. Except as provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, as of the Effective Date, (i) all Entities that hold, have held, or may hold a Released Claim or Equity Interest relating to any of the Debtors or the Reorganized Debtors or any of their respective assets, property and estates, that is released pursuant to Section 43.6 of the Plan, (ii) all other parties in interest, and (iii) each of the Related Persons of each of the foregoing entities, are, and shall be, permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any of the following actions, whether directly or indirectly, derivatively or otherwise, on account of or based on the subject matter of such discharged Released Claims or such Equity Interests: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including, without limitation, any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order; (iii) creating, perfecting or in any way enforcing in any matter, directly or indirectly, any Lien; (iv) setting off, seeking reimbursement or contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation owed to any Entity released under Section 43.6 hereof; and (v) commencing or continuing in any manner, in any place of any judicial, arbitration or administrative proceeding in any forum, that does not comply with or is inconsistent with the provisions of the Global Settlement Agreement, the Plan or the Confirmation Order.

“43.8 Exculpation. The Released Parties, members of the Plan Administration Committee and Plan Investment Committee of the WaMu Savings Plan, and each of their Related Persons shall not have or incur any liability to any Entity for any act taken or omitted to be taken in connection with the Chapter 11 Cases (including any actions taken by the Creditors' Committee after the Effective Date), the formulation, preparation, dissemination, implementation, confirmation or approval of the Plan or any compromises or settlements contained therein, the Disclosure Statement related thereto, the Global Settlement Agreement, or any contract, instrument, release or other agreement or document provided for or contemplated in connection with the

consummation of the transactions set forth in the Plan and the Global Settlement Agreement; provided, however, that the foregoing provisions of this Section 43.8 shall not affect the liability of any Entity that otherwise would result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted gross negligence or willful misconduct. Any of the foregoing parties in all respects shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan."

Print or Type Name of Claimant: _____

Last Four (4) Digits of Social Security
or Federal Tax I.D. No. of Claimant: _____

Signature: _____

Name of Signatory (if different than claimant): _____

If by Authorized Agent, Title of Agent: _____

Street Address: _____

City, State and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

Exhibit 4-1214

Master Ballot for Class 19

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

-----X
In re: : **Chapter 11**
: :
WASHINGTON MUTUAL, INC., et al.,²³ : **Case No. 08-12229 (MFW)**
: :
Debtors. : **(Jointly Administered)**
: :
-----X

**MASTER BALLOT FOR CLASS 19
(REIT SERIES) (CUSIP NO. _____)**

Name of Debtor Entities and Case Numbers

WMI Investment Corp.	08-12228 (MFW)	Washington Mutual, Inc.	08-12229 (MFW)
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Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “*Debtors*”), each of which is identified above, are soliciting votes with respect to the ~~Third~~[Sixth](#) Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of ~~June 2,~~[October 6,](#) 2010 (as it may be further amended, the “*Plan*”), from the holders of certain impaired claims against the Debtors. The Plan is attached as [Exhibit A](#) to the Disclosure Statement for the Plan (as it may be amended, the “*Disclosure Statement*”). All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to such terms in the Plan.

The United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”) has approved the Disclosure Statement, which provides information to assist you in deciding how to vote on the Plan. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. If you have any questions on how to properly complete this Ballot, please contact Kurtzman Carson Consultants LLC (the “*Voting Agent*”) at ~~(866) 381-9100,~~[\(917\) 281-4800](#). Please be advised that Kurtzman Carson Consultants LLC cannot provide legal advice.

THIS MASTER BALLOT IS ONLY FOR CASTING VOTES ON BEHALF OF BENEFICIAL HOLDERS OF REIT SERIES SHARES.

This Master Ballot is to be used by you as a broker, bank, or other nominee; or as the agent of a broker, bank, or other nominee (each of the foregoing, a “Voting Nominee”); or as the proxy holder of a Voting Nominee or beneficial holder of the REIT Series shares, to transmit to the Voting Agent the votes of such beneficial holders in respect of their REIT Series shares to accept or reject the Plan.

²³ 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 925 Fourth Avenue, Seattle, Washington 98104.

IMPORTANT

VOTING DEADLINE: 5:00 P.M. (Pacific Time) on ~~July 21~~, November 15, 2010.

To have the vote of the beneficial holder(s) for whom you act as Voting Nominee count, the Master Ballot must be properly completed, signed, and returned so that it is actually received by the Voting Agent, Kurtzman Carson Consultants LLC, by no later than 5:00 p.m. (Pacific Time) on ~~July 21~~, November 15, 2010, unless such time is extended by the Debtors. Please mail or deliver your Master Ballot to: Washington Mutual Ballot Processing, c/o Kurtzman Carson Consultants, ~~1230~~599 Lexington Avenue ~~of the Americas~~, ~~739~~th Floor, New York, New York ~~10020~~,10022.

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Ballot is not received by the Voting Agent on or before the Voting Deadline and such deadline is not extended by the Debtors, the votes of the beneficial holder(s) for whom you act as Voting Nominee will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on the beneficial holder(s) for whom you act as Voting Nominee whether or not you vote.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 1 AND COMPLETE ITEM 1.
2. COMPLETE ITEM 2.
3. COMPLETE ITEM 3.
4. COMPLETE ITEM 4.
5. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 5, AND COMPLETE ITEM 5.
6. **SIGN THE BALLOT.**
7. RETURN THE BALLOT IN THE PRE-ADDRESSED POSTAGE-PAID ENVELOPE (SO THAT IT IS RECEIVED BEFORE THE VOTING DEADLINE).
8. BENEFICIAL HOLDERS MUST VOTE THE FULL AMOUNT OF THE ALLOWED PREPETITION CLAIM COVERED BY THEIR BALLOTS EITHER TO ACCEPT OR TO REJECT THE PLAN. BENEFICIAL HOLDERS MAY NOT SPLIT THEIR VOTES.
9. ANY EXECUTED BALLOT RECEIVED BY YOU FROM A BENEFICIAL HOLDER THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, SHOULD BE COUNTED AS AN ACCEPTANCE OF THE PLAN.

This Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than to cast votes to accept or reject the Plan.

**VOTING INSTRUCTIONS FOR COMPLETING THE MASTER BALLOT
FOR VOTING NOMINEES OF CLASS 19 (REIT SERIES)**

1. The Plan will be accepted by Class 19 if it is accepted by the holders of two-thirds in amount of Interests in Class 19 that actually vote on the Plan. In the event that Class 19 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on beneficial holders for which you are acting as Voting Nominee if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the holders of Interests in Class 19 and all other Classes of Claims or Equity Interests rejecting the Plan, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Equity Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby, and may be bound to the releases contained therein.

2. **Complete, sign, and return this Master Ballot to Kurtzman Carson Consultants LLC so that it is received by the Voting Agent by no later than 5:00 p.m. (Pacific Time) on ~~July 21,~~ November 15, 2010 (the “Voting Deadline”), unless such time is extended in writing by the Debtors.** Ballots must be delivered either by mail with the enclosed envelope or by hand delivery or overnight courier to the Voting Agent at the following address:

Washington Mutual Ballot Processing
c/o Kurtzman Carson Consultants
~~1230~~599 ~~Lexington~~ Avenue ~~of the Americas,~~
~~739~~th Floor
New York, New York ~~10020~~10022

Attn: ~~David M. Sharp~~Vote Processing
Telephone: (917) ~~639281-4276~~4800

Ballots will not be accepted by telecopy, facsimile, e-mail or other electronic means of transmission.

3. **HOW TO VOTE:**

If you are both the registered owner and the beneficial holder of any principal face amount of the REIT Series shares and you wish to vote any REIT Series held by you as the beneficial holder thereof, you must complete, execute and return to the Voting Agent a Master Ballot in connection therewith.

If you are transmitting the votes of any beneficial holders of REIT Series other than yourself, you must forward the Solicitation Package to such beneficial holders, together with (i) the Beneficial Holder Ballots for voting and (ii) a return envelope provided by and addressed to you, the Voting Nominee, with the beneficial holders then returning the individual Beneficial Holder Ballots to you, the Voting Nominee. In such case, you, the Voting Nominee, will tabulate the votes of your respective beneficial holders on a Master Ballot that will be provided to you, the Voting Nominee, separately by the Voting Agent, in accordance with any instructions set forth in the instructions to the Master Ballot, and then return the Master Ballot to the Voting Agent. You, the Voting Nominee should advise the beneficial holders to return their individual Beneficial Holder Ballots to you by a date calculated by you to allow

yourself sufficient time to prepare and return the Master Ballot to the Voting Agent so that the Master Ballot is actually received by the Voting Agent by the Voting Deadline.

4. With respect to all Beneficial Holder Ballots returned to you, you must properly complete the Master Ballot, as follows:
 - a. Check the appropriate box in Item 1 on the Master Ballot;
 - b. Indicate the votes to accept or reject the Plan in Item 2 of the Master Ballot, as transmitted to you by the beneficial holders of the REIT Series. To identify such beneficial holders without disclosing their names, please use the customer account number assigned by you to each such beneficial holder or, if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each beneficial holder and the assigned number). **IMPORTANT: EACH BENEFICIAL HOLDER MUST VOTE ALL OF HIS, HER, OR ITS REIT SERIES EITHER TO ACCEPT OR REJECT THE PLAN, AND MAY NOT SPLIT SUCH VOTE. IF ANY BENEFICIAL HOLDER HAS ATTEMPTED TO SPLIT SUCH VOTE, PLEASE CONTACT THE VOTING AGENT IMMEDIATELY;**
 - c. Please note that Item 3 of the Master Ballot requests that you transcribe the information provided by each beneficial holder in Item 3 of each completed Beneficial Holder Ballot relating to other REIT Series voted;
 - d. Please note that Item 4 of the Master Ballot requests that you transcribe the information provided by each beneficial holder in Item 4 of each completed Beneficial Holder Ballot relating to the granting of certain releases, and that you tender the underlying REIT Series shares held by those beneficial holders electing to opt out of granting the releases to the appropriate account established at DTC for such purpose;
 - e. Review the certification in Item 45 of the Master Ballot;
 - ef. Sign and date the Master Ballot, and provide the remaining information requested;
 - fg. If additional space is required to respond to any item on the Master Ballot, please use additional sheets of paper clearly marked to indicate the applicable Item of the Master Ballot to which you are responding;
 - ~~g.—Contact the Voting Agent if you need any additional information; and~~
 - h. Contact the Voting Agent if you need any additional information; and
 - i. Deliver the completed, executed Master Ballot so as to be received by the Voting Agent before the Voting Deadline. For each completed, executed Beneficial Holder Ballot returned to you by a beneficial holder, either forward such Beneficial Holder Ballot (along with your Master Ballot) to the Voting Agent or retain such Beneficial Holder Ballot in your files for one year from the Voting Deadline.

IF YOU HAVE ANY QUESTIONS REGARDING THE MASTER BALLOT, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR IF YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT ~~(866) 381-9100~~, (917) 281-4800. COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ON THE VOTING

AGENT'S WEBSITE AT WWW.KCCLLC.NET/WAMU. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

Item 1. Certification of Authority to Vote. The undersigned certifies that as of ~~June 3,~~October 18, 2010 (the Voting Record Date under the Plan), the undersigned (please check appropriate box):

- Is a broker, bank, or other nominee for the beneficial holders of the aggregate principal face amount of the REIT Series shares listed in Item 2 below, and is the registered holder of such securities, or
- Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, or other nominee that is the registered holder of the aggregate principal face amount of the REIT Series shares listed in Item 2 below, or
- Has been granted a proxy (an original of which is attached hereto) from a broker, bank, or other nominee, or a beneficial holder, that is the registered holder of the aggregate principal face amount of REIT Series shares listed in Item 2 below,

and accordingly, has full power and authority to vote to accept or reject the Plan, on behalf of the REIT Series held by the beneficial holders of the REIT Series shares described in Item 2.

Item 2. Vote. The undersigned transmits the following votes of beneficial holders in respect of their REIT Series, and certifies that the following beneficial holders of the REIT Series ~~shares,~~ as identified by their respective customer account numbers set forth below, are beneficial holders of such securities as of ~~June 3,~~October 18, 2010, the Voting Record Date, and have delivered to the undersigned, as Voting Nominee, their ballots (“**Beneficial Holder Ballots**”) casting such votes. Indicate in the appropriate column the aggregate principal face amount voted for each account, or attach such information to this Master Ballot in the form of the following table. Please note each beneficial holder must vote all of his, her, or its REIT Series to accept or to reject the Plan and may not split such vote.

Your Customer Account Number for Each Beneficial Holder of Voting REIT Series shares	Number <u>Principal amount</u> of REIT Series shares <u>(\$)</u> Voted to ACCEPT or REJECT Plan*	
	ACCEPT	REJECT
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
TOTALS:		

* Any executed ballot received by a Voting Nominee from a beneficial holder that (a) does not indicate either an acceptance or rejection of the Plan, or (b) that indicates both an acceptance and a rejection of the Plan, should be counted as an **acceptance** of the Plan.

Item 3. Certification as to Transcription of Information from Item 3 as to REIT Series Voted Through Other Beneficial Holder Ballots. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by beneficial holders in Item 3 of the beneficial holders’ original Beneficial Holder Ballots, identifying any REIT Series for which such beneficial holders have submitted other Beneficial Holder Ballots other than to the undersigned:

YOUR Customer Account Number for Each Beneficial Holder Who Completed <u>Item 3</u> of the Beneficial Holder Ballots	TRANSCRIBE FROM <u>ITEM 3</u> OF THE BENEFICIAL HOLDER BALLOTS:		
	Account Number	Name of Owner	<u>Principal</u> Amount of Other REIT Series shares -Voted
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Item 4. Certification as to Transcription of Information from Item 4 as to ~~Opt-Out~~Release Election. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by beneficial holders in Item 4 of the beneficial holders’ original Beneficial Holder Ballots:

YOUR Customer Account Number for Each Beneficial Holder Who Completed <u>Item 4</u> of the Beneficial Holder Ballots	<u>VOI Number from DTC*</u> for Each Beneficial Holder Who Elected to Grant Releases	<u>Principal Amount of REIT Series (\$)</u> for Each Beneficial Holder Who Elected to Grant Releases	TRANSCRIBE FROM <u>ITEM 4</u> OF THE BENEFICIAL HOLDER BALLOTS:
			Elect to Opt-Out-of-granting releases? (Y/N) Grant Releases
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

* The underlying REIT Series shares held by those beneficial holders electing to grant releases are to be tendered into the appropriate election account established at The Depository Trust Company (“DTC”) for that purpose. Input the corresponding VOI number received from DTC in the appropriate Release Election column in the table above if the beneficial holder elected the Release Election in Item 4 on its individual Beneficial Holder Ballot. REIT Series shares may not be withdrawn from the DTC election account once tendered. No further trading will be permitted in the Senior Notes held in the election account at DTC. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all REIT Series shares held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder.

Item 5. Certification. By signing this Master Ballot, the undersigned certifies that each beneficial holder of the REIT Series shares listed in Item 2 above has been provided with a copy of the Disclosure Statement, including the exhibits thereto, and acknowledges that the solicitation of votes for the Plan is subject to all of the terms and conditions set forth in the Disclosure Statement.

Name of Voting Nominee: _____
(Print or Type)

Participant Number: _____

Name of Proxy Holder or Agent
for Voting Nominee (if applicable): _____
(Print or Type)

Last Four (4) Digits of Social Security or Federal Tax I.D. No.: _____

Signature: _____

By: _____
(If Appropriate)

Title: _____
(If Appropriate)

Street Address: _____

City, State, Zip Code: _____

Telephone Number: () _____
(Including Area Code)

Date Completed: _____

Exhibit 4-1315

Beneficial Holder Ballot for Class 19

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

-----X
:

In re: : **Chapter 11**

:

WASHINGTON MUTUAL, INC., et al.,²⁴ : **Case No. 08-12229 (MFW)**

:

Debtors. : **(Jointly Administered)**

:

-----X

**BENEFICIAL HOLDER BALLOT FOR CLASS 19
(REIT SERIES) (CUSIP NO. _____)**

Name of Debtor Entities and Case Numbers

WMI Investment Corp.	08-12228 (MFW)	Washington Mutual, Inc.	08-12229 (MFW)
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Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “*Debtors*”), each of which is identified above, are soliciting votes with respect to the ~~Third~~Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of ~~June 2,~~October 6, 2010 (as it may be further amended, the “*Plan*”), from the holders of certain impaired claims against the Debtors. The Plan is attached as Exhibit A to the Disclosure Statement for the Plan (as it may be amended, the “*Disclosure Statement*”). All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to such terms in the Plan.

If you are, as of ~~June 3,~~October 18, 2010, the holder of REIT Series shares, please use this Ballot to cast your vote to accept or reject the Plan. **THIS BALLOT IS ONLY FOR THE BENEFICIAL HOLDERS OF REIT SERIES SHARES.**

The United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”) has approved the Disclosure Statement, which provides information to assist you in deciding how to vote on the Plan. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. If you have any questions on how to properly complete this Ballot, please contact Kurtzman Carson Consultants LLC (the “*Voting Agent*”) at ~~(866) 381-9100,~~(888) 830-4644. Please be advised that Kurtzman Carson Consultants LLC cannot provide legal advice.

Please note that the Debtors consented to, and the Bankruptcy Court directed, the appointment by the United States Trustee for the District of Delaware of Joshua R. Hochberg as examiner to conduct an investigation of the Debtors. The examiner will prepare a report summarizing its findings and such report, with the exception of any confidential information contained therein, will be made publicly available at www.kccllc.net/wamu prior to the deadline to vote on the Plan.

²⁴ 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 925 Fourth Avenue, Seattle, Washington 98104.

IMPORTANT

You should review the Disclosure Statement and the Plan (including the Global Settlement Agreement) before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your claim or claims under the Plan.

All of your REIT Series interests in the Debtors have been placed in Class 19 under the Plan. If you hold equity interests in more than one class under the Plan, you will receive a Ballot for each class in which you are entitled to vote and must complete a separate Ballot for each such class of equity interests.

VOTING DEADLINE: 5:00 P.M. (Pacific Time) on ~~July 21,~~ November 15, 2010.

In order for your vote to be counted, the Master Ballot from your Nominee must be properly completed, signed, and returned so that it is actually received by the Voting Agent, Kurtzman Carson Consultants LLC, by no later than 5:00 p.m. (Pacific Time) on ~~July 21,~~ November 15, 2010, unless such time is extended by the Debtors. Please mail or deliver your Ballot to your Voting Nominee.

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If ~~your~~ the Master Ballot from your Nominee is not received by the Voting Agent on or before the Voting Deadline and such deadline is not extended by the Debtors, your vote will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on you whether or not you vote.

Your receipt of this Ballot does not signify that your claim(s) has been or will be allowed.

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR BANK, BROKER, OR OTHER VOTING NOMINEE (EACH OF THE FOREGOING, A “VOTING NOMINEE”), YOU MUST RETURN THIS BALLOT TO SUCH VOTING NOMINEE AND NOT THE VOTING AGENT. PLEASE ALLOW SUFFICIENT TIME FOR YOUR VOTING NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. REVIEW ITEM 1.
2. COMPLETE ITEM 2.
3. COMPLETE ITEM 3.
1. COMPLETE ITEM 4. NOTE THAT THIS ITEM IS OPTIONAL.
2. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 4-5.
3. **SIGN THE BALLOT.**
4. RETURN THE BALLOT IN THE PRE-ADDRESSED POSTAGE-PAID ENVELOPE (SO THAT IT IS RECEIVED BEFORE THE VOTING DEADLINE).
IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR BANK, BROKER, OR OTHER VOTING NOMINEE (EACH OF THE FOREGOING, A “VOTING NOMINEE”), PLEASE RETURN THE BALLOT TO SUCH VOTING NOMINEE AND ALLOW SUFFICIENT TIME FOR YOUR VOTING NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.
5. YOU MUST VOTE THE FULL AMOUNT OF THE EQUITY INTERESTS COVERED BY THIS BALLOT EITHER TO ACCEPT OR TO REJECT THE PLAN. YOU MAY NOT SPLIT YOUR VOTE.
6. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, WILL BE COUNTED AS AN ACCEPTANCE OF THE PLAN.

This Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than to cast votes to accept or reject the Plan.

**VOTING INSTRUCTIONS FOR COMPLETING THE BALLOT
FOR HOLDERS OF CLASS 19 (REIT SERIES)**

1. This Ballot is submitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan will be accepted by Class 19 if it is accepted by the holders of two-thirds in amount of REIT Series shares in Class 19 that actually vote on the Plan. In the event that Class 19 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the holders of REIT Series shares in Class 19 and all other Classes rejecting the Plan, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Equity Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby, and may be bound to the releases contained therein.
3. **Complete, sign, and return this Ballot in the envelope provided.**
4. To properly complete the Ballot, you must follow the procedures described below:
 - a. if you have an Equity Interest in Class 19, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;
 - b. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act);
 - c. if you also hold Equity Interests in a Class other than Class 19, you may receive more than one Ballot, labeled for a different Class of Equity Interests. Your vote will be counted in determining acceptance or rejection of the Plan by a particular Class only if you complete, sign, and return the Ballot labeled for that Class in accordance with the instructions on that Ballot;
 - d. if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;
 - e. provide your name and mailing address;
 - f. sign and date your Ballot, and provide the remaining information requested; and
 - g. return your Ballot using the enclosed pre-addressed return envelope.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR IF YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT ~~(866) 381-9100~~, [888\) 830-4644](tel:888-830-4644). COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT WWW.KCCLLC.NET/WAMU. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

ITEM 1. ~~Amount~~**Principal amount of REIT Series shares.** The ~~number of shares~~principal amount of your REIT Series for voting purposes is: _____. If your REIT Series ~~shares~~ are held by a Voting Nominee on your behalf and you do not know the principal amount of the REIT Series ~~shares~~ held, please contact your Voting Nominee immediately.

On September 26, 2008, pursuant to a letter from the Office of Thrift Supervision, dated September 25, 2008, WMI issued a press release stating that it had exchanged the Trust Preferred Securities issued by Washington Mutual Preferred Funding LLC for depositary shares, each representing 1/1,000th of a share of a related class of WMI's preferred stock, as applicable, of Perpetual Non-Cumulative Fixed and Fixed-to-Floating Rate Preferred Stock in Series I, J, L, M and N²⁵ (the REIT Series) – none of which were outstanding prior to September 25, 2008.

ITEM 2. **Vote on the Plan.** The undersigned holder of REIT Series ~~shares~~ in the amount identified in Item 1 above hereby votes to:

Check one box: Accept the Plan
 Reject the Plan

NOTE: Pursuant to Article XXIII of the Plan ~~and Section 2.24 of the Global Settlement Agreement, separate and distinct from the distributions to be provided by the Debtors to holders of REIT Series shares~~, each REIT Series share holder that accepts the Plan and receives a distribution pursuant to the Plan shall release, and shall be deemed to have released, the parties and claims set forth in Section 43.6 of the Plan, including, without limitation, the JPMC Entities, from any and all Released Claims and any other Claims such Person may have arising from or relating to the claims or interests for which such party is receiving such distribution. Without limiting the foregoing, in consideration for the waiver and release of the JPMC Entities from any and claims resulting from, among other things, the issuance or assignment of the Trust Preferred Securities or any commitment, disclosure or non-disclosure with respect thereto, the declaration of any Exchange Event, as defined in the offering materials relating to the Trust Preferred Securities, with respect to the Trust Preferred Securities by the Office of Thrift Supervision, the assignment of the Trust Preferred Securities subsequent thereto, and any and all claims in any way related to the Trust Preferred Securities or the REIT Series, pursuant to Article XXIII of the Plan and Section 2.24 of the Global Settlement Agreement, on the Effective Date, ~~(a) JPMC shall pay, or transfer to the Disbursing Agent for distribution payment to, each holder of REIT Series shares such holder's pro rata share of~~ Releasing REIT Trust Holder Cash in an amount equal to One Thousand Two Hundred Fifty Dollars (\$1,250.00) (calculated by dividing Fifty Million Dollars (\$50,000,000.00) ~~cash or (ii) at the election of JPMC~~ by the number of issued and outstanding shares of REIT Series) times the number of shares of REIT Series held by such Releasing REIT Trust Holder on the Voting Record Date; provided, however, that, at the election of JPMC, the amount payable to Releasing REIT Trust Holders pursuant to Section 2.24 of the Global Settlement Agreement may be paid in shares of common stock of JPMC, ~~having a value as of the Effective Date in the amount of Fifty Million Dollars (\$50,000,000.00) an aggregate value equal to the amount of cash to be paid pursuant to Section 2.24 of the Global Settlement Agreement, valued at the average trading price during the thirty (30) day period immediately preceding the Effective Date.~~

In order to qualify as a "Releasing REIT Trust Holder," you must (i) vote to accept the Plan, (ii) not otherwise interpose an objection to the Plan as it relates to the REIT Series or the Trust Preferred Securities, (iii) acknowledge that JPMC or its designee is the sole legal, equitable, and beneficial owner of the Trust Preferred Securities for all purposes and you have no legal, equitable, or beneficial interest in the Trust Preferred Securities, and (iv) execute and deliver the release of claims incorporated in this Ballot; provided, however, that, in the event that Class 19 votes to accept the Plan in accordance with section 1126 of the Bankruptcy Code, "Releasing REIT Trust Holder" shall include each holder of the REIT Series and each such holder shall be deemed to have executed and delivered the release set forth herein, and shall receive the requisite payment or distribution from JPMC.

ITEM 3. **Certification as to REIT Series held in Additional Accounts.** By completing and returning this Ballot, the beneficial holder certifies that either (a) it has not submitted any other Ballots for other Class 19 REIT

²⁵ As previously stated, the Trust Preferred Securities had a liquidation preference of \$4 billion. Thus, every \$1,000 of principal amount of REIT Series is equal to one (1) depositary share. Every \$1,000,000 of principal amount of REIT Series is equal to one (1) share of WMI's preferred stock.

Series shares held in other accounts or other record names or (b) it has provided the information specified in the following table for all other Class 19 REIT Series shares for which it has submitted additional Ballots, each of which indicates the same vote to accept or reject the Plan (please use additional sheets of paper if necessary):

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED CLASS 19 BALLOTS OTHER THAN THIS BALLOT.

Account Number	Name of Holder ¹	<u>Principal</u> Amount of Other REIT Series shares Voted

ITEM 4. OPTIONAL – ~~Opt-Out Election~~ Grant Plan Section 43.6 Release. By checking the box below, you elect ~~NOT~~ to ~~grant~~ GRANT the releases contained in Section 43.6 of the Plan ~~as they relate to the opt-out release parties set forth in Section 43.6 of the Plan~~ herein, ACKNOWLEDGE that JPMC or its designee is the sole legal, equitable, and beneficial owner of the Trust Preferred Securities for all purposes and you have no legal, equitable, or beneficial interest in the Trust Preferred Securities and agree to comply with all other requirements of a Releasing REIT Trust Holder. Election to withhold consent is at your option. **Please be advised that if you elect NOT to grant the releases, you WILL NOT be entitled to a distribution under the Plan from either the Debtors or JPMC, unless Class 19 votes to accept the Plan, in which case you will receive a distribution from JPMC, or from the Disbursing Agent from consideration paid by JPMC, as provided in the Plan.** If you submit your Ballot without this box checked, you will be deemed to not consent to the release. However, be advised that the Debtors, at the Confirmation Hearing, intend to seek enforcement of the releases, injunction, and exculpation contained in Sections 43.6, 43.7, and 43.8 of the Plan as to all parties regardless of whether you elect to ~~opt-out~~ grant the release or not.

Check the box: Elect to ~~opt-out~~ grant release and hereby become a Releasing REIT Trust Holder

In order to elect to grant the release, the Nominee holding your REIT Series shares must “tender” your shares into the appropriate election account established at The Depository Trust Company (“DTC”) for this purpose. REIT Series shares may not be withdrawn from the election account after your Nominee has tendered them to the election account at DTC. Once REIT Series shares have been tendered, no further trading will be permitted in the REIT Series shares held in the election account. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all REIT Series shares held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder.

ITEM 5. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges that the undersigned has been provided with a copy of the Disclosure Statement, including all exhibits thereto. The undersigned certifies that (i) it is the holder of the REIT Series shares identified in Item 1 above as of ~~June 3, October 18,~~ 2010 and (ii) it has full power and authority to vote to accept or reject the Plan. The undersigned further acknowledges that the Debtors’ solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement and the order of the Bankruptcy Court approving the Disclosure Statement and the procedures for the solicitation of votes to accept or reject the Plan contained therein. The undersigned further acknowledges that by voting to accept the Plan, any holder of a Claim against or Equity Interest in the Debtors is affirmatively agreeing to the various release and exculpation provisions of the Plan, which appear principally in Article 43 of the Plan and provide as follows:

“43.6 **Releases by Holders of Claims and Equity Interests.** Except as otherwise expressly provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, and except with respect to holders of WMB Senior Notes Claims and Non-Filing WMB Senior Note Holders who do not check the box labeled “Grant Plan Section 43.6 Release”, on the Effective Date, for good and valuable consideration, each Entity that has held, currently holds or may hold a Released Claim or any Equity Interest that is terminated, and each of its respective Related Persons, on their own behalf and on behalf of anyone claiming through them, on their behalf, or for their benefit, shall be deemed to have and hereby does irrevocably and unconditionally, fully, finally and forever waive, release, acquit and discharge each and all of the Released Parties from any

¹ Insert your name if the REIT Series ~~shares~~ are held by you in your own name or, if held in “street name,” insert the name of your broker or bank.

and all Released Claims in connection with or related to any of the Debtors, the Reorganized Debtors, the Affiliated Banks, or their respective subsidiaries, assets, liabilities, operations, property or estates, the Chapter 11 Cases or the Plan or the Disclosure Statement, the assets to be received by JPMC pursuant to the Global Settlement Agreement, the Plan Contribution Assets, the Debtors' Claims, the JPMC Claims, the FDIC Claim, the Purchase and Assumption Agreement, the WMI/WMB Intercompany Claims, any intercompany claims on the books of WMI or WMB related to the WaMu Pension Plan or the Lakeview Plan, claims related in any way to the Trust Preferred Securities (including, without limitation, the creation of the Trust Preferred Securities, the financing associated therewith, the requested assignment of the Trust Preferred Securities by the Office of Thrift Supervision and the transfer and the asserted assignment of the Trust Preferred Securities subsequent thereto), and/or any claim, act, fact, transaction, occurrence, statement, or omission in connection with or alleged in the Actions or in the Texas Litigation, or that could have been alleged in respect of the foregoing or other similar proceeding, including, without limitation, any such claim demand, right, liability, or cause of action for indemnification, contribution or any other basis in law or equity for damages, costs or fees incurred by the releasors herein arising directly or indirectly from or otherwise relating thereto; provided, however, that each Entity that has submitted a Ballot may elect, by checking the appropriate box on its Ballot, not to grant the releases set forth in Section 43.6 of the Plan with respect to those Released Parties other than (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Trustees, and (iv) the Creditors' Committee and its members in such capacity and for their actions as members, their respective Related Persons, and their respective predecessors, successors and assigns (whether by operation of law or otherwise), in which case, such Entity that so elects to not grant the releases will not receive a distribution hereunder; and provided, further, that, because the Plan and the Global Settlement Agreement, and the financial contributions contained therein, are conditioned upon the aforementioned releases, and, as such, these releases are essential for the successful reorganization of the Debtors, pursuant to the Confirmation Order, those Entities that opt out of the releases provided hereunder shall be bound and shall receive the distributions they otherwise would be entitled to receive pursuant to the Plan; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, in connection with any legal action or claim brought by the United States Securities and Exchange Commission or (b) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) to the extent that (i) the Pension Plans are terminated from and after the Effective Date and (ii) the Pension Plans are underfunded as of the Effective Date, release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, from any liability as a fiduciary of the Pension Plans, under any law, government policy or regulatory provision, (b) enjoin or preclude the Pension Benefit Guaranty Corporation from enforcing such liability against such non-Debtor Entity during the applicable statute of limitations period set forth in 29 U.S.C. § 1303 following any such termination, or (c) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim. In addition to, and not in any way limiting the foregoing, each holder of an Allowed WMB Senior Notes Claim and each Accepting Non-Filing WMB Senior Notes Holder shall be deemed to have released the Debtors, the Reorganized Debtors, the Liquidating Trustee, and each of their respective Related Persons from any and all direct and derivative claims arising from or related to such holder's WMB Senior Notes, as well as any misrepresentation or other similar claim for damages arising from the purchase or sale of such holder's WMB Senior Notes (including, without limitation, any Section 510(b) Subordinated WMB Notes Claims that such holder may have).

“43.7 Injunction Related to Releases. Except as provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, as of the Effective Date, (i) all Entities that hold, have held, or may hold a Released Claim or Equity Interest relating to any of the Debtors or the Reorganized Debtors or any of their respective assets, property and estates, that is released pursuant to Section 43.6 of the Plan, (ii) all other parties in interest, and (iii) each of the Related Persons of each of the foregoing entities, are, and shall be, permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any of the following actions, whether directly or indirectly, derivatively or otherwise, on account of or based on the subject matter of such discharged Released Claims or such Equity Interests: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including, without limitation, any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order; (iii) creating, perfecting or in any way enforcing in any matter, directly or indirectly, any Lien; (iv) setting off, seeking reimbursement or contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation owed to any Entity released under Section 43.6 hereof; and (v) commencing or continuing in any manner, in any place of any judicial, arbitration or administrative proceeding in any forum, that does not comply with or is inconsistent with the provisions of the Global Settlement Agreement, the Plan or the Confirmation Order.

“43.8 Exculpation. The Released Parties, members of the Plan Administration Committee and Plan Investment Committee of the WaMu Savings Plan, and each of their Related Persons shall not have or incur any liability to any Entity for any act taken or omitted to be taken in connection with the Chapter 11 Cases (including any actions taken by the Creditors' Committee after the Effective Date), the formulation, preparation, dissemination, implementation, confirmation or approval of the Plan or any compromises or settlements contained therein, the Disclosure Statement related thereto, the Global Settlement Agreement, or any contract, instrument, release or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the Plan and the Global Settlement Agreement; provided, however, that the foregoing provisions of this Section 43.8 shall not affect the liability of any Entity that otherwise would result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted gross negligence or

willful misconduct. Any of the foregoing parties in all respects shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan."

Print or Type Name of Claimant: _____

Last Four (4) Digits of Social Security
or Federal Tax I.D. No. of Claimant: _____

Signature: _____

Name of Signatory (if different than claimant): _____

If by Authorized Agent, Title of Agent: _____

Street Address: _____

City, State and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

Exhibit 4-1416

Master Ballot for Class 20

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

-----X
In re: : **Chapter 11**
: :
WASHINGTON MUTUAL, INC., et al.,²⁶ : **Case No. 08-12229 (MFW)**
: :
Debtors. : **(Jointly Administered)**
: :
-----X

**MASTER BALLOT FOR CLASS 20
(PREFERRED EQUITY INTERESTS) (CUSIP NO.)**

Name of Debtor Entities and Case Numbers

WMI Investment Corp.	08-12228 (MFW)	Washington Mutual, Inc.	08-12229 (MFW)
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Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “*Debtors*”), each of which is identified above, are soliciting votes with respect to the ~~Third~~[Sixth](#) Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of ~~June 2,~~[October 6,](#) 2010 (as it may be further amended, the “*Plan*”), from the holders of certain impaired claims against the Debtors. The Plan is attached as [Exhibit A](#) to the Disclosure Statement for the Plan (as it may be amended, the “*Disclosure Statement*”). All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to such terms in the Plan.

The United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”) has approved the Disclosure Statement, which provides information to assist you in deciding how to vote on the Plan. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. If you have any questions on how to properly complete this Ballot, please contact Kurtzman Carson Consultants LLC (the “*Voting Agent*”) at ~~(866) 381-9100,~~[\(917\) 281-4800](#). Please be advised that Kurtzman Carson Consultants LLC cannot provide legal advice.

THIS MASTER BALLOT IS ONLY FOR CASTING VOTES ON BEHALF OF BENEFICIAL HOLDERS OF THE PREFERRED EQUITY INTEREST SHARES.

This Master Ballot is to be used by you as a broker, bank, or other nominee; or as the agent of a broker, bank, or other nominee (each of the foregoing, a “Voting Nominee”); or as the proxy holder of a Voting Nominee or beneficial holder of Preferred Equity Interest shares, to transmit to the Voting Agent the votes of such beneficial holders in respect of their Preferred Equity Interest shares to accept or reject the Plan.

²⁶ 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 925 Fourth Avenue, Seattle, Washington 98104.

IMPORTANT

VOTING DEADLINE: 5:00 P.M. (Pacific Time) on ~~July 21,~~November 15, 2010.

To have the vote of the beneficial holder(s) for whom you act as Voting Nominee count, the Master Ballot must be properly completed, signed, and returned so that it is actually received by the Voting Agent, Kurtzman Carson Consultants LLC, by no later than 5:00 p.m. (Pacific Time) on ~~July 21,~~November 15, 2010, unless such time is extended by the Debtors. Please mail or deliver your Master Ballot to: Washington Mutual Ballot Processing, c/o Kurtzman Carson Consultants, ~~1230~~599 Lexington Avenue ~~of the Americas,~~ 739th Floor, New York, New York ~~10020,~~10022.

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Ballot is not received by the Voting Agent on or before the Voting Deadline and such deadline is not extended by the Debtors, the votes of the beneficial holder(s) for whom you act as Voting Nominee will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on the beneficial holder(s) for whom you act as Voting Nominee whether or not you vote.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 1 AND COMPLETE ITEM 1.
2. COMPLETE ITEM 2.
3. COMPLETE ITEM 3.
4. COMPLETE ITEM 4.
5. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 5, AND COMPLETE ITEM 5.
6. **SIGN THE BALLOT.**
7. RETURN THE BALLOT IN THE PRE-ADDRESSED POSTAGE-PAID ENVELOPE (SO THAT IT IS RECEIVED BEFORE THE VOTING DEADLINE).
8. BENEFICIAL HOLDERS MUST VOTE THE FULL AMOUNT OF THE EQUITY INTERESTS COVERED BY THEIR BALLOTS EITHER TO ACCEPT OR TO REJECT THE PLAN. BENEFICIAL HOLDERS MAY NOT SPLIT THEIR VOTES.
9. ANY EXECUTED BALLOT RECEIVED BY YOU FROM A BENEFICIAL HOLDER THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, SHOULD BE COUNTED AS AN ACCEPTANCE OF THE PLAN.

This Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than to cast votes to accept or reject the Plan.

**VOTING INSTRUCTIONS FOR COMPLETING THE MASTER BALLOT
FOR VOTING NOMINEES OF CLASS 20 (PREFERRED EQUITY INTERESTS)**

1. The Plan will be accepted by Class 20 if it is accepted by the holders of two-thirds in amount of Preferred Equity Interests in Class 20 that actually vote on the Plan. In the event that Class 20 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on beneficial holders for which you are acting as Voting Nominee if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the holders of Preferred Equity Interests in Class 20 and all other Classes rejecting the Plan, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Equity Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby, and may be bound to the releases contained therein.

2. **Complete, sign, and return this Master Ballot to Kurtzman Carson Consultants LLC so that it is received by the Voting Agent by no later than 5:00 p.m. (Pacific Time) on ~~July 21,~~ November 15, 2010 (the “Voting Deadline”), unless such time is extended in writing by the Debtors.** Ballots must be delivered either by mail with the enclosed envelope or by hand delivery or overnight courier to the Voting Agent at the following address:

Washington Mutual Ballot Processing
c/o Kurtzman Carson Consultants
~~1230~~599 ~~Lexington~~ Avenue ~~of the Americas,~~
~~739~~th Floor
New York, New York ~~10020~~10022

Attn: ~~David M. Sharp~~Vote Processing
Telephone: (917) ~~639281-4276~~4800

Ballots will not be accepted by telecopy, facsimile, e-mail or other electronic means of transmission.

3. **HOW TO VOTE:**

If you are both the registered owner and the beneficial holder of any principal face amount of Preferred Equity Interest shares and you wish to vote any Preferred Equity Interest shares held by you as the beneficial holder thereof, you must complete, execute and return to the Voting Agent a Master Ballot in connection therewith.

If you are transmitting the votes of any beneficial holders of Preferred Equity Interest shares other than yourself, you must forward the Solicitation Package to such beneficial holders, together with (i) the Beneficial Holder Ballots for voting and (ii) a return envelope provided by and addressed to you, the Voting Nominee, with the beneficial holders then returning the individual Beneficial Holder Ballots to you, the Voting Nominee. In such case, you, the Voting Nominee, will tabulate the votes of your respective beneficial holders on a Master Ballot that will be provided to you, the Voting Nominee, separately by the Voting Agent, in accordance with any instructions set forth in the instructions to the Master Ballot, and then return the Master Ballot to the Voting Agent. You, the Voting Nominee should advise the beneficial holders to return their individual Beneficial Holder Ballots to you by a date

calculated by you to allow yourself sufficient time to prepare and return the Master Ballot to the Voting Agent so that the Master Ballot is actually received by the Voting Agent by the Voting Deadline.

4. With respect to all Beneficial Holder Ballots returned to you, you must properly complete the Master Ballot, as follows:
 - a. Check the appropriate box in Item 1 on the Master Ballot;
 - b. Indicate the votes to accept or reject the Plan in Item 2 of the Master Ballot, as transmitted to you by the beneficial holders of Preferred Equity Interests. To identify such beneficial holders without disclosing their names, please use the customer account number assigned by you to each such beneficial holder or, if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each beneficial holder and the assigned number). **IMPORTANT: EACH BENEFICIAL HOLDER MUST VOTE ALL OF HIS, HER, OR ITS PREFERRED EQUITY INTERESTS EITHER TO ACCEPT OR REJECT THE PLAN, AND MAY NOT SPLIT SUCH VOTE. IF ANY BENEFICIAL HOLDER HAS ATTEMPTED TO SPLIT SUCH VOTE, PLEASE CONTACT THE VOTING AGENT IMMEDIATELY;**
 - c. Please note that Item 3 of the Master Ballot requests that you transcribe the information provided by each beneficial holder in Item 3 of each completed Beneficial Holder Ballot relating to other Preferred Equity Interests voted;
 - d. Please note that Item 4 of the Master Ballot requests that you transcribe the information provided by each beneficial holder in Item 4 of each completed Beneficial Holder Ballot relating to ~~other~~the granting of certain releases, and that you tender the underlying Preferred Equity Interests ~~voted~~held by those beneficial holders electing to opt out of granting the releases to the appropriate account established at DTC for such purpose;
 - e. Review the certification in Item 5 of the Master Ballot;
 - f. Sign and date the Master Ballot, and provide the remaining information requested;
 - g. If additional space is required to respond to any item on the Master Ballot, please use additional sheets of paper clearly marked to indicate the applicable Item of the Master Ballot to which you are responding;
 - h. Contact the Voting Agent if you need any additional information; and
 - i. Deliver the completed, executed Master Ballot so as to be received by the Voting Agent before the Voting Deadline. For each completed, executed Beneficial Holder Ballot returned to you by a beneficial holder, either forward such Beneficial Holder Ballot (along with your Master Ballot) to the Voting Agent or retain such Beneficial Holder Ballot in your files for one year from the Voting Deadline.

IF YOU HAVE ANY QUESTIONS REGARDING THE MASTER BALLOT, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR IF YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT ~~(866) 381-9100;~~(917) 281-4800. COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT WWW.KCCLLC.NET/WAMU. PLEASE DO NOT DIRECT ANY

INQUIRIES TO THE BANKRUPTCY COURT.

Item 1. Certification of Authority to Vote. The undersigned certifies that as of ~~June 3,~~October 18, 2010 (the Voting Record Date under the Plan), the undersigned (please check appropriate box):

- Is a broker, bank, or other nominee for the beneficial holders of the aggregate principal face amount of the Preferred Equity Interest shares listed in Item 2 below, and is the registered holder of such securities, or
- Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, or other nominee that is the registered holder of the aggregate principal face amount of the Preferred Equity Interest shares listed in Item 2 below, or
- Has been granted a proxy (an original of which is attached hereto) from a broker, bank, or other nominee, or a beneficial holder, that is the registered holder of the aggregate principal face amount of Preferred Equity Interest shares listed in Item 2 below,

and accordingly, has full power and authority to vote to accept or reject the Plan, on behalf of the Preferred Equity Interests held by the beneficial holders of the Preferred Equity Interest shares described in Item 2.

Item 2. Vote. The undersigned transmits the following votes of beneficial holders in respect of their Preferred Equity Interests, and certifies that the following beneficial holders of Preferred Equity Interest shares, as identified by their respective customer account numbers set forth below, are beneficial holders of such securities as of ~~June 3,~~October 18, 2010, the Voting Record Date, and have delivered to the undersigned, as Voting Nominee, their ballots ("**Beneficial Holder Ballots**") casting such votes. Indicate in the appropriate column the aggregate principal face amount voted for each account, or attach such information to this Master Ballot in the form of the following table. Please note each beneficial holder must vote all of his, her, or its Preferred Equity Interests to accept or to reject the Plan and may not split such vote.

Your Customer Account Number for Each Beneficial Holder of Voting Preferred Equity Interest Shares	Number of Preferred Equity Interest Shares Voted to ACCEPT or REJECT Plan*	
	ACCEPT	REJECT
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
TOTALS:		

* Any executed ballot received by a Voting Nominee from a beneficial holder that (a) does not indicate either an acceptance or rejection of the Plan, or (b) that indicates both an acceptance and a rejection of the Plan, should be counted as an **acceptance** of the Plan.

Item 3. Certification as to Transcription of Information from Item 3 as to Preferred Equity Interests Voted Through Other Beneficial Holder Ballots. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by beneficial holders in Item 3 of the beneficial holders' original Beneficial Holder Ballots, identifying any Preferred Equity Interests for which such beneficial holders have submitted other Beneficial Holder Ballots other than to the undersigned:

YOUR Customer Account Number for Each Beneficial Holder Who Completed <u>Item 3</u> of the Beneficial Holder Ballots	TRANSCRIBE FROM <u>ITEM 3</u> OF THE BENEFICIAL HOLDER BALLOTS:		
	Account Number	Name of Owner	Amount of Other Preferred Equity Interests Voted
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Item 4. Certification as to Transcription of Information from Item 4 as to Opt-Out Election. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by beneficial holders in Item 4 of the beneficial holders’ original Beneficial Holder Ballots:

YOUR Customer Account Number for Each Beneficial Holder Who Completed <u>Item 4</u> of the Beneficial Holder Ballots	<u>VOLNumber from DTC*</u> <u>for Each Beneficial Holder Who Elected to Opt Out of Granting Releases</u>	<u>Amount of Preferred Equity Interests</u> <u>for Each Beneficial Holder Who Elected to Opt Out of Granting Releases</u>	TRANSCRIBE FROM <u>ITEM 4</u> OF THE BENEFICIAL HOLDER BALLOTS:
			Elect to Opt Out of granting releases? (Y/N)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

[* The underlying Preferred Equity Shares held by those beneficial holders electing to opt out of granting releases are to be tendered into the appropriate election account established at The Depository Trust Company \(“DTC”\) for that purpose. Input the corresponding VOI number received from DTC in the appropriate Exchange Election column in the table above if the beneficial holder elected the Exchange Election in Item 5 on its individual Beneficial Holder Ballot. Preferred Equity Shares may not be withdrawn from the DTC election account once tendered. No further trading will be permitted in the Senior Notes held in the election account at DTC. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all Preferred Equity Shares held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder.](#)

Item 5. Certification. By signing this Master Ballot, the undersigned certifies that each beneficial holder of the Preferred Equity Shares listed in Item 2 above has been provided with a copy of the Disclosure Statement,

including the exhibits thereto, and acknowledges that the solicitation of votes for the Plan is subject to all of the terms and conditions set forth in the Disclosure Statement.

Name of Voting Nominee: _____
(Print or Type)

Participant Number: _____

Name of Proxy Holder or Agent
for Voting Nominee (if applicable): _____
(Print or Type)

Last Four (4) Digits of Social Security or Federal Tax I.D. No.: _____

Signature: _____

By: _____
(If Appropriate)

Title: _____
(If Appropriate)

Street Address: _____

City, State, Zip Code: _____

Telephone Number: () _____
(Including Area Code)

Date Completed: _____

Exhibit 4-1517

Beneficial Holder Ballot for Class 20

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

-----X
In re: : **Chapter 11**
: :
WASHINGTON MUTUAL, INC., et al.,²⁷ : **Case No. 08-12229 (MFW)**
: :
Debtors. : **(Jointly Administered)**
: :
-----X

**BENEFICIAL HOLDER BALLOT FOR CLASS 20
(PREFERRED EQUITY INTERESTS) (CUSIP NO.)**

Name of Debtor Entities and Case Numbers

WMI Investment Corp.	08-12228 (MFW)	Washington Mutual, Inc.	08-12229 (MFW)
----------------------	----------------	-------------------------	----------------

Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “*Debtors*”), each of which is identified above, are soliciting votes with respect to the ~~Third~~[Sixth](#) Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of ~~June 2,~~[October 6,](#) 2010 (as it may be further amended, the “*Plan*”), from the holders of certain impaired claims against the Debtors. The Plan is attached as [Exhibit A](#) to the Disclosure Statement for the Plan (as it may be amended, the “*Disclosure Statement*”). All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to such terms in the Plan.

If you are, as of ~~June 3,~~[October 18,](#) 2010, the holder of a Preferred Equity Interest, please use this Ballot to cast your vote to accept or reject the Plan. **THIS BALLOT IS ONLY FOR THE BENEFICIAL HOLDERS OF PREFERRED EQUITY INTERESTS.**

The United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”) has approved the Disclosure Statement, which provides information to assist you in deciding how to vote on the Plan. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. If you have any questions on how to properly complete this Ballot, please contact Kurtzman Carson Consultants LLC (the “*Voting Agent*”) at ~~(866) 381-9100,~~[\(888\) 830-4644](#). Please be advised that Kurtzman Carson Consultants LLC cannot provide legal advice.

[Please note that the Debtors consented to, and the Bankruptcy Court directed, the appointment by the United States Trustee for the District of Delaware of Joshua R. Hochberg as examiner to conduct an investigation of the Debtors. The examiner will prepare a report summarizing its findings and such report, with the exception of any confidential information contained therein, will be made publicly available at \[www.kccllc.net/wamu\]\(http://www.kccllc.net/wamu\) prior to the deadline to vote on the Plan.](#)

²⁷ 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 925 Fourth Avenue, Seattle, Washington 98104.

IMPORTANT

You should review the Disclosure Statement and the Plan (including the Global Settlement Agreement) before you vote. You may wish to seek legal advice concerning the Plan and the classification and treatment of your claim or claims under the Plan.

All of your Preferred Equity Interests against the Debtors have been placed in Class 20 under the Plan. If you hold Equity Interests in more than one class under the Plan, you will receive a Ballot for each class in which you are entitled to vote and must complete a separate Ballot for each such class.

VOTING DEADLINE: 5:00 P.M. (Pacific Time) on ~~July 21~~, November 15, 2010.

In order for your vote to be counted, the Master Ballot from your Nominee must be properly completed, signed, and returned so that it is actually received by the Voting Agent, Kurtzman Carson Consultants LLC, by no later than 5:00 p.m. (Pacific Time) on ~~July 21~~, November 15, 2010, unless such time is extended by the Debtors. Please mail or deliver your Ballot to your Voting Nominee.

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If ~~your~~ the Master Ballot from your Nominee is not received by the Voting Agent on or before the Voting Deadline and such deadline is not extended by the Debtors, your vote will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on you whether or not you vote.

Your receipt of this Ballot does not signify that your claim(s) has been or will be allowed.

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR BANK, BROKER, OR OTHER VOTING NOMINEE (EACH OF THE FOREGOING, A "VOTING NOMINEE"), YOU MUST RETURN THIS BALLOT TO SUCH VOTING NOMINEE AND NOT THE VOTING AGENT. PLEASE ALLOW SUFFICIENT TIME FOR YOUR VOTING NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. REVIEW ITEM 1.
2. COMPLETE ITEM 2.
3. COMPLETE ITEM 3.
1. COMPLETE ITEM 4. NOTE THAT THIS ITEM IS OPTIONAL.
2. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 4-5.
3. **SIGN THE BALLOT.**
4. RETURN THE BALLOT IN THE PRE-ADDRESSED POSTAGE-PAID ENVELOPE (SO THAT IT IS RECEIVED BEFORE THE VOTING DEADLINE).
IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR BANK, BROKER, OR OTHER VOTING NOMINEE (EACH OF THE FOREGOING, A “VOTING NOMINEE”), PLEASE RETURN THE BALLOT TO SUCH VOTING NOMINEE AND ALLOW SUFFICIENT TIME FOR YOUR VOTING NOMINEE TO PROCESS YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.
5. YOU MUST VOTE THE FULL AMOUNT OF THE EQUITY INTERESTS COVERED BY THIS BALLOT EITHER TO ACCEPT OR TO REJECT THE PLAN. YOU MAY NOT SPLIT YOUR VOTE.
6. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, WILL BE COUNTED AS AN ACCEPTANCE OF THE PLAN.

This Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than to cast votes to accept or reject the Plan.

**VOTING INSTRUCTIONS FOR COMPLETING THE BALLOT
FOR HOLDERS OF CLASS 20 (PREFERRED EQUITY INTERESTS)**

1. This Ballot is submitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan will be accepted by Class 20 if it is accepted by the holders of two-thirds in amount of Preferred Equity Interests in Class 20 that actually vote on the Plan. In the event that Class 20 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the holders of Preferred Equity Interests in Class 20 and all other Classes rejecting the Plan, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Equity Interests in the Debtors (including those holders who abstain from voting or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby, and may be bound to the releases contained therein.
3. **Complete, sign, and return this Ballot in the envelope provided.**
4. To properly complete the Ballot, you must follow the procedures described below:
 - a. if you have a Preferred Equity Interest in Class 20, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;
 - b. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act);
 - c. if you also hold Equity Interests in a Class other than Class 20, you may receive more than one Ballot, labeled for a different Class. Your vote will be counted in determining acceptance or rejection of the Plan by a particular Class only if you complete, sign, and return the Ballot labeled for that Class in accordance with the instructions on that Ballot;
 - d. if you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;
 - e. provide your name and mailing address;
 - f. sign and date your Ballot, and provide the remaining information requested; and
 - g. return your Ballot using the enclosed pre-addressed return envelope.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR IF YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT (866) 381-9100, [888\) 830-4644](tel:888-830-4644). COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT WWW.KCCLLC.NET/WAMU. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

ITEM 1. Amount of Preferred Equity Interest Shares. The number of shares held for voting purposes is: _____ . If your Preferred Equity Interest shares are held by a Voting Nominee on your behalf and you do not know the face amount of the Preferred Equity Interest shares held, please contact your Voting Nominee immediately.

ITEM 2. Vote on the Plan. The undersigned holder of Preferred Equity Interest shares in the amount identified in Item 1 above hereby votes to:

- Check one box:
- Accept the Plan
- Reject the Plan

ITEM 3. Certification as to Preferred Equity Interest shares held in Additional Accounts. By completing and returning this Ballot, the beneficial holder certifies that either (a) it has not submitted any other Ballots for other Class 20 Preferred Equity Interest shares held in other accounts or other record names or (b) it has provided the information specified in the following table for all other Class 20 Preferred Equity Interest shares for which it has submitted additional Ballots, each of which indicates the same vote to accept or reject the Plan (please use additional sheets of paper if necessary):

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED CLASS 20 BALLOTS OTHER THAN THIS BALLOT.

Account Number	Name of Holder ¹	Amount of Other Preferred Equity Interest Shares Voted

ITEM 4. OPTIONAL – Opt-Out Election. By checking the box below, you elect NOT to grant the releases contained in Section 43.6 of the Plan as they relate to the opt-out release parties set forth in Section 43.6 of the Plan. Election to withhold consent is at your option. **Please be advised that if you elect NOT to grant the releases, you WILL NOT be entitled to a distribution under the Plan.** If you submit your Ballot without this box checked, you will be deemed to consent to the release. However, be advised that the Debtors, at the Confirmation Hearing, intend to seek enforcement of the releases, injunction, and exculpation contained in Sections 43.6, 43.7, and 43.8 of the Plan as to all parties regardless of whether you elect to opt out.

- Check the box:
- Elect to opt out

[In order to elect to opt out of granting the releases, the Nominee holding your Preferred Equity shares must “tender” your notes into the appropriate election account established at The Depository Trust Company \(“DTC”\) for this purpose. Preferred Equity shares may not be withdrawn from the election account after your Nominee has tendered them to the election account at DTC. Once Preferred Equity shares have been tendered, no further trading will be permitted in the Preferred Equity shares held in the election account. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all Preferred Equity shares held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder.](#)

ITEM 5. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges that the undersigned has been provided with a copy of the Disclosure Statement, including all exhibits thereto. The undersigned certifies that (i) it is the holder of the Preferred Equity Interest shares identified in Item 1 above as of ~~June 3, October 18,~~ 2010 and (ii) it has full power and authority to vote to accept or reject the Plan. The undersigned further acknowledges that the Debtors’ solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement and the order of the Bankruptcy Court approving the Disclosure Statement and the procedures for the solicitation of votes to accept or reject the Plan contained therein. The undersigned further acknowledges

¹ Insert your name if the Preferred Equity shares are held by you in your own name or, if held in “street name,” insert the name of your broker or bank.

that by voting to accept the Plan, any holder of a Claim against or Equity Interest in the Debtors is affirmatively agreeing to the various release and exculpation provisions of the Plan, which appear principally in Article 43 of the Plan and provide as follows:

“43.6 Releases by Holders of Claims and Equity Interests. Except as otherwise expressly provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, and except with respect to holders of WMB Senior Notes Claims and Non-Filing WMB Senior Note Holders who do not check the box labeled “Grant Plan Section 43.6 Release”, on the Effective Date, for good and valuable consideration, each Entity that has held, currently holds or may hold a Released Claim or any Equity Interest that is terminated, and each of its respective Related Persons, on their own behalf and on behalf of anyone claiming through them, on their behalf, or for their benefit, shall be deemed to have and hereby does irrevocably and unconditionally, fully, finally and forever waive, release, acquit and discharge each and all of the Released Parties from any and all Released Claims in connection with or related to any of the Debtors, the Reorganized Debtors, the Affiliated Banks, or their respective subsidiaries, assets, liabilities, operations, property or estates, the Chapter 11 Cases or the Plan or the Disclosure Statement, the assets to be received by JPMC pursuant to the Global Settlement Agreement, the Plan Contribution Assets, the Debtors’ Claims, the JPMC Claims, the FDIC Claim, the Purchase and Assumption Agreement, the WMI/WMB Intercompany Claims, any intercompany claims on the books of WMI or WMB related to the WaMu Pension Plan or the Lakeview Plan, claims related in any way to the Trust Preferred Securities (including, without limitation, the creation of the Trust Preferred Securities, the financing associated therewith, the requested assignment of the Trust Preferred Securities by the Office of Thrift Supervision and the transfer and the asserted assignment of the Trust Preferred Securities subsequent thereto), and/or any claim, act, fact, transaction, occurrence, statement, or omission in connection with or alleged in the Actions or in the Texas Litigation, or that could have been alleged in respect of the foregoing or other similar proceeding, including, without limitation, any such claim demand, right, liability, or cause of action for indemnification, contribution or any other basis in law or equity for damages, costs or fees incurred by the releasors herein arising directly or indirectly from or otherwise relating thereto; provided, however, that each Entity that has submitted a Ballot may elect, by checking the appropriate box on its Ballot, not to grant the releases set forth in Section 43.6 of the Plan with respect to those Released Parties other than (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Trustees, and (iv) the Creditors’ Committee and its members in such capacity and for their actions as members, their respective Related Persons, and their respective predecessors, successors and assigns (whether by operation of law or otherwise), in which case, such Entity that so elects to not grant the releases will not receive a distribution hereunder; and provided, further, that, because the Plan and the Global Settlement Agreement, and the financial contributions contained therein, are conditioned upon the aforementioned releases, and, as such, these releases are essential for the successful reorganization of the Debtors, pursuant to the Confirmation Order, those Entities that opt out of the releases provided hereunder shall be bound and shall receive the distributions they otherwise would be entitled to receive pursuant to the Plan; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, in connection with any legal action or claim brought by the United States Securities and Exchange Commission or (b) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) to the extent that (i) the Pension Plans are terminated from and after the Effective Date and (ii) the Pension Plans are underfunded as of the Effective Date, release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, from any liability as a fiduciary of the Pension Plans, under any law, government policy or regulatory provision, (b) enjoin or preclude the Pension Benefit Guaranty Corporation from enforcing such liability against such non-Debtor Entity during the applicable statute of limitations period set forth in 29 U.S.C. § 1303 following any such termination, or (c) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim. In addition to, and not in any way limiting the foregoing, each holder of an Allowed WMB Senior Notes Claim and each Accepting Non-Filing WMB Senior Notes Holder shall be deemed to have released the Debtors, the Reorganized Debtors, the Liquidating Trustee, and each of their respective Related Persons from any and all direct and derivative claims arising from or related to such holder’s WMB Senior Notes, as well as any misrepresentation or other similar claim for damages arising from the purchase or sale of such holder’s WMB Senior Notes (including, without limitation, any Section 510(b) Subordinated WMB Notes Claims that such holder may have).

“43.7 Injunction Related to Releases. Except as provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, as of the Effective Date, (i) all Entities that hold, have held, or may hold a Released Claim or Equity Interest relating to any of the Debtors or the Reorganized Debtors or any of their respective assets, property and estates, that is released pursuant to Section 43.6 of the Plan, (ii) all other parties in interest, and (iii) each of the Related Persons of each of the foregoing entities, are, and shall be, permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any of the following actions, whether directly or indirectly, derivatively or otherwise, on account of or based on the subject matter of such discharged Released Claims or such Equity Interests: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including, without limitation, any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order; (iii) creating, perfecting or in any way enforcing in any matter, directly or indirectly, any Lien; (iv) setting off, seeking reimbursement or contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation owed to any Entity released under Section 43.6 hereof; and (v) commencing or continuing in any manner, in any place of any judicial, arbitration or administrative proceeding in any forum, that does not comply with or is inconsistent with the provisions of the Global Settlement Agreement, the Plan or the Confirmation Order.

“43.8 **Exculpation.** The Released Parties, members of the Plan Administration Committee and Plan Investment Committee of the WaMu Savings Plan, and each of their Related Persons shall not have or incur any liability to any Entity for any act taken or omitted to be taken in connection with the Chapter 11 Cases (including any actions taken by the Creditors’ Committee after the Effective Date), the formulation, preparation, dissemination, implementation, confirmation or approval of the Plan or any compromises or settlements contained therein, the Disclosure Statement related thereto, the Global Settlement Agreement, or any contract, instrument, release or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the Plan and the Global Settlement Agreement; provided, however, that the foregoing provisions of this Section 43.8 shall not affect the liability of any Entity that otherwise would result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted gross negligence or willful misconduct. Any of the foregoing parties in all respects shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.”

Print or Type Name of Claimant: _____

Last Four (4) Digits of Social Security
or Federal Tax I.D. No. of Claimant: _____

Signature: _____

Name of Signatory (if different than claimant): _____

If by Authorized Agent, Title of Agent: _____

Street Address: _____

City, State and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

Exhibit 5-1

Notice of Non-Voting Status – Unimpaired Class

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

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

NOTICE OF NON-VOTING STATUS TO UNIMPAIRED CLASSES²⁹

PLEASE TAKE NOTICE THAT, on ~~June 3,~~October 18, 2010, the United States Bankruptcy Court for the District of Delaware (the “*Court*”) entered an order (the “*Order*”) approving the Disclosure Statement for the ~~Third~~Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of ~~June 2,~~October 6, 2010 (as it may be amended, the “*Disclosure Statement*”) filed by Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “*Debtors*”).³⁰ The Order authorizes the Debtors to solicit votes to accept or reject the ~~Third~~Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of ~~June 2,~~October 6, 2010 (as it may be further amended, the “*Plan*”), a copy of which is annexed as Exhibit A to the Disclosure Statement. You can find information about the Debtors’ confirmation hearing in the enclosed Confirmation Hearing Notice.

PURSUANT TO THE TERMS OF THE PLAN, YOUR CLAIM(S) AGAINST THE DEBTORS IS/ARE NOT IMPAIRED AND, THEREFORE, PURSUANT TO SECTION 1126(f) OF TITLE 11 OF THE UNITED STATES CODE, YOU ARE (i) DEEMED TO HAVE ACCEPTED THE PLAN AND (ii) NOT ENTITLED TO VOTE ON THE PLAN. IF YOU HAVE ANY QUESTIONS ABOUT THE STATUS OF YOUR CLAIM(S), YOU MAY CONTACT THE DEBTORS’ VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, IN WRITING AT KURTZMAN CARSON CONSULTANTS, 2335 ALASKA AVENUE, EL SEGUNDO, CALIFORNIA 90245, OR BY TELEPHONE AT ~~(866) 381-9100-888~~ 830-4644. COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ONLINE AT WWW.KCCLLC.NET/WAMU. PLEASE BE ADVISED THAT KURTZMAN CARSON CONSULTANTS LLC CANNOT PROVIDE LEGAL ADVICE.

²⁸ 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 925 Fourth Avenue, Seattle, Washington 98104.

²⁹ Pursuant to the Plan, the Unimpaired Classes are Class 1 (Priority Non-Tax Claims), Class 4 (WMI Medical Plan Claims), Class 5 (JPMC Rabbi Trust / Policy Claims), Class 6 (Other Benefit Plan Claims), Class 7 (Qualified Plan Claims), Class 8 (WMB Vendor Claims), Class 9 (Visa Shares Claims), Class 10 (Bond Claims), Class 11 (WMI Vendor Claims), and Class 13 (Convenience Claims).

³⁰ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Disclosure Statement.

PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

DATED: ~~June~~October __, 2010
Wilmington, Delaware

RICHARDS, LAYTON & FINGER, P.A. One Rodney Square 920 North King Street Wilmington, Delaware 19801 Telephone: (302) 651-7700 Facsimile: (302) 651-7701	WEIL, GOTSHAL & MANGES LLP 767 Fifth Avenue New York, New York 10153 Telephone: (212) 310-8000 Facsimile: (212) 310-8007
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Attorneys for Debtors
and Debtors in Possession

Exhibit 5-2

Notice of Non-Voting Status – Impaired Class

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

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

NOTICE OF NON-VOTING STATUS TO IMPAIRED CLASSES³²

PLEASE TAKE NOTICE THAT, on ~~June 3,~~October 18, 2010, the United States Bankruptcy Court for the District of Delaware (the “*Court*”) entered an order (the “*Order*”) approving the Disclosure Statement for the ~~Third~~Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of ~~June 2,~~October 6, 2010 (as it may be amended, the “*Disclosure Statement*”) filed by Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “*Debtors*”).³³ The Order authorizes the Debtors to solicit votes to accept or reject the ~~Third~~Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of ~~June 2,~~October 6, 2010 (as it may be further amended, the “*Plan*”), a copy of which is annexed as Exhibit A to the Disclosure Statement. You can find information about the Debtors’ confirmation hearing in the enclosed Confirmation Hearing Notice.

PURSUANT TO THE TERMS OF THE PLAN, YOU ARE NOT ENTITLED TO RECEIVE OR RETAIN ANY PROPERTY ON ACCOUNT OF YOUR CLAIM(S) OR EQUITY INTEREST(S) IN, THE DEBTORS AND, THEREFORE, PURSUANT TO SECTION 1126(g) OF TITLE 11 OF THE UNITED STATES CODE, YOU ARE (i) DEEMED TO HAVE REJECTED THE PLAN AND (ii) NOT ENTITLED TO VOTE ON THE PLAN. IF YOU HAVE ANY QUESTIONS ABOUT THE STATUS OF YOUR CLAIM(S) OR EQUITY INTEREST(S), YOU MAY CONTACT THE DEBTORS’ VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, IN WRITING AT KURTZMAN CARSON CONSULTANTS, 2335 ALASKA AVENUE, EL SEGUNDO, CALIFORNIA 90245, OR BY TELEPHONE AT ~~(866) 381-9100~~888) 830-4644. COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ONLINE AT WWW.KCCLLC.NET/WAMU. PLEASE BE ADVISED THAT KURTZMAN CARSON CONSULTANTS LLC CANNOT PROVIDE LEGAL ADVICE.

³¹ 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 925 Fourth Avenue, Seattle, Washington 98104.

³² Pursuant to the Plan, the Impaired Classes who are not entitled to vote consist of Class 17B (WMB Subordinated Notes Claims), Class 21 (Dime Warrants), and Class 22 (Common Equity Interests).

³³ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Disclosure Statement.

PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

DATED: ~~June~~October __, 2010
Wilmington, Delaware

RICHARDS, LAYTON & FINGER, P.A. One Rodney Square 920 North King Street Wilmington, Delaware 19801 Telephone: (302) 651-7700 Facsimile: (302) 651-7701	WEIL, GOTSHAL & MANGES LLP 767 Fifth Avenue New York, New York 10153 Telephone: (212) 310-8000 Facsimile: (212) 310-8007
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Attorneys for Debtors
and Debtors in Possession

Exhibit 65-13

Notice of Non-Voting Status – Claims Facing Objections

Subscription Form

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

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

NOTICE OF NON-VOTING STATUS TO CLAIMS FACING OBJECTIONS

PLEASE TAKE NOTICE THAT, on October 18, 2010, the United States Bankruptcy Court for the District of Delaware (the “*Court*”) entered an order (the “*Order*”) approving the Disclosure Statement for the Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of October 6, 2010 (as it may be amended, the “*Disclosure Statement*”) filed by Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “*Debtors*”).³⁵ The Order authorizes the Debtors to solicit votes to accept or reject the Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of October 6, 2010 (as it may be further amended, the “*Plan*”), a copy of which is annexed as Exhibit A to the Disclosure Statement. You can find information about the Debtors’ confirmation hearing in the enclosed Confirmation Hearing Notice.

PURSUANT TO THE TERMS OF PARAGRAPH 5 OF THE ORDER, YOU ARE NOT ENTITLED TO VOTE ON THE PLAN. IF YOU HAVE ANY QUESTIONS ABOUT THE STATUS OF YOUR CLAIM, YOU MAY CONTACT THE DEBTORS’ VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, IN WRITING AT KURTZMAN CARSON CONSULTANTS, 2335 ALASKA AVENUE, EL SEGUNDO, CALIFORNIA 90245, OR BY TELEPHONE AT (888) 830-4644. COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ONLINE AT WWW.KCCLLC.NET/WAMU. PLEASE BE ADVISED THAT KURTZMAN CARSON CONSULTANTS LLC CANNOT PROVIDE LEGAL ADVICE.

³⁴ 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 925 Fourth Avenue, Seattle, Washington 98104.

³⁵ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Disclosure Statement.

PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

DATED: October , 2010
Wilmington, Delaware

<u>RICHARDS, LAYTON & FINGER, P.A.</u> <u>One Rodney Square</u> <u>920 North King Street</u> <u>Wilmington, Delaware 19801</u> <u>Telephone: (302) 651-7700</u> <u>Facsimile: (302) 651-7701</u>	<u>WEIL, GOTSHAL & MANGES LLP</u> <u>767 Fifth Avenue</u> <u>New York, New York 10153</u> <u>Telephone: (212) 310-8000</u> <u>Facsimile: (212) 310-8007</u>
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Attorneys for Debtors
and Debtors in Possession

Exhibit 6-1

Subscription Form

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

-----X
:
In re: : Chapter 11
:
WASHINGTON MUTUAL, INC., et al.,³⁶ : Case No. 08-12229 (MFW)
:
Debtors. : (Jointly Administered)
:
-----X

SUBSCRIPTION FORM

Name of Debtor Entities and Case Numbers

WMI Investment Corp.	08-12228 (MFW)	Washington Mutual, Inc.	08-12229 (MFW)
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On ~~June 3~~, October 18, 2010, the United States Bankruptcy Court for the District of Delaware (the “*Court*”) entered an order (the “*Order*”), approving the Disclosure Statement for the ~~Third~~Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of ~~June 2~~, October 6, 2010 (as it may be amended, the “*Disclosure Statement*”) of Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “*Debtors*”).³⁷ The Order authorizes the Debtors to solicit votes to accept or reject the ~~Third~~Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of ~~June 2~~, October 6, 2010 (as it may be further amended, the “*Plan*”), a copy of which is annexed as Exhibit A to the Disclosure Statement.

Pursuant to the Plan, but subject to redistribution in accordance with the enforcement, pursuant to section 510(a) of the Bankruptcy Code, of contractual subordination provisions, as set forth in the Subordination Model attached to the Plan as Exhibit “G”, each holder of an Allowed PIERS Claim that was a holder as of October 18, 2010, the Rights Offering Record Date, has Subscription Rights entitling such holder to purchase shares of Additional Common Stock, if such holder, based on its Pro Rata Share of Subscription Rights, is entitled to subscribe for shares of Additional Common Stock for an aggregate Subscription Price of at least Two Million Dollars (\$2,000,000).³⁸ Such Additional Common Stock shall be issued on the Effective Date or as soon thereafter as is practicable.

³⁶ 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 925 Fourth Avenue, Seattle, Washington 98104.

³⁷ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Disclosure Statement.

³⁸ With respect to the distribution of Subscription Rights to holders of Allowed PIERS Claims relating to the PIERS Preferred Securities, “Pro Rata Share” means the proportion that the face value of such holder’s claim bears to the aggregate face value of the PIERS Preferred Securities. Accordingly, only holders having Allowed PIERS Claims (relating to the PIERS Preferred Securities) in an amount equal to or greater than \$15,313,483.99 are eligible to participate in the Rights Offering. Stated differently, only holders of PIERS Claims relating to the PIERS Preferred

You have received this Subscription Form because you are ~~an eligible~~ holder of Allowed PIERS Claims as of ~~June 3,~~October 18, 2010, ~~entitling~~which may entitle you to participate in the Rights Offering and purchase shares of Additional Common Stock. Please utilize this Subscription Form to execute your election in the Rights Offering.

Securities having claims corresponding to a face amount equal to or greater than \$23,000,000.00 (or 460,000 units) of Preferred Securities are eligible to participate in the Rights Offering.

Please be advised that, pursuant to the Plan, the value attributable to Subscription Rights (but not the Subscription Rights) shall be subject to redistribution in accordance with the enforcement, pursuant to section 510(a) of the Bankruptcy Code, of contractual subordination provisions, as set forth in the Subordination Model attached to the Plan as Exhibit "G". Please be further advised that the Subscription Rights are nontransferable. To the extent a holder of an Allowed PIERS Claim that relates to a unit representing a PIERS Preferred Security elects to exercise Subscription Rights and receives shares of Additional Common Stock pursuant thereto, such holder's distribution of Creditor Cash or Cash to be received on account of Liquidating Trust Interests, as the case may be, shall be reduced, on a dollar-for-dollar basis, by the value attributable to the Subscription Rights exercised (but not the value of the Additional Common Stock received), so that the ultimate recovery percentage for each holder of an Allowed PIERS Claim is the same, regardless of whether a holder exercises Subscription Rights.

Please also note that, in the event a Retention/Sale Transaction has occurred, or an agreement for a Retention/Sale Transaction has been entered into and has not been terminated, prior to the Effective Date, **the Additional Common Stock shall not be issued and, in accordance with the provisions of Section 34.10 of the Plan, the Debtors shall return all payments made pursuant to the Rights Offering to the Voting Nominees** (unless the agreement for such Retention/Sale Transaction terminates subsequent to the satisfaction of such applicable conditions, in which case, the Additional Common Stock shall be distributed pursuant to Section 34.7 of the Plan).

IF YOU HAVE ANY QUESTIONS REGARDING THE SUBSCRIPTION FORM, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR SUBSCRIPTION FORM, OR IF YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE SUBSCRIPTION FORM OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' RIGHTS OFFERING AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT ~~(866) 381-9100-888~~ [830-4644](tel:830-4644). COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ON THE RIGHTS OFFERING AGENT'S WEBSITE AT WWW.KCCLLC.NET/WAMU. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

DATED: ~~June~~[October](#) __, 2010
Wilmington, Delaware

RICHARDS, LAYTON & FINGER, P.A. One Rodney Square 920 North King Street Wilmington, Delaware 19801 Telephone: (302) 651-7700 Facsimile: (302) 651-7701	WEIL, GOTSHAL & MANGES LLP 767 Fifth Avenue New York, New York 10153 Telephone: (212) 310-8000 Facsimile: (212) 310-8007
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Attorneys for Debtors
and Debtors in Possession

IMPORTANT

The payments made in connection with your exercise of Subscription Rights will be deposited and held in an account administered by the Debtors. The account will be maintained by the Debtors exclusively for the purpose of holding the funds for the administration of the Rights Offering. The funds will not be used for any other purpose prior to the Effective Date, and the Debtors shall not encumber or permit such funds to be encumbered with any lien or similar encumbrance. Payments for the exercise of Subscription Rights must be received by the Debtors no later than one (1) Business Day after the Subscription Expiration Date, in accordance with the instructions below.

SUBSCRIPTION EXPIRATION DATE: 5:00 P.M. (Pacific Time) on ~~July 21,~~ November 29, 2010.

The Debtors will use commercially reasonable efforts to give notice to any holder of Subscription Rights regarding any defect or irregularity in connection with any purported exercise of Subscription Rights by such holder and may permit such defect or irregularity to be cured within such time as they may determine in good faith to be appropriate; provided, however, that none of the Debtors, their officers, directors, employees, agents, or advisors, or their respective affiliates or Kurtzman Carson Consultants LLC (the "Rights Offering Agent") will incur any liability for failure to give such notification.

Please mail or deliver your Subscription Form indicating your instructions with respect to the Rights Offering, WITH PAYMENT IN FULL, to the address of your bank, broker, or other ~~voting~~ nominee (each of the foregoing, a "Voting Nominee") listed on the return envelope enclosed with this Subscription Form, or as instructed by your Nominee. PLEASE ALLOW SUFFICIENT TIME FOR YOUR ~~VOTING-NOMINEE~~ TO PROCESS YOUR INSTRUCTIONS WITH THE DEPOSITORY TRUST COMPANY ("DTC") THROUGH THEIR AUTOMATED SUBSCRIPTION FORM OFFERING PROGRAM BEFORE THE SUBSCRIPTION EXPIRATION DATE, AND TO PROCESS PAYMENT WITH DTC IN ACCORDANCE WITH THE RIGHTS OFFERING PROCEDURES.

If the Rights Offering Agent and the Debtors for any reason do not timely receive from your ~~Voting~~ Nominee, on your behalf, (i) information regarding your election to exercise your Subscription Rights and (ii) immediately available funds as set forth herein, you shall be deemed to have relinquished and waived your right to participate in the Rights Offering.

You may provide payment in the following manner:

(a) by wire transfer to: _____, or by

(b) bank or cashier's check delivered to your ~~Voting~~ Nominee with this Subscription Form.

Questions. If you have any questions about the Subscription Form or the exercise procedures described herein, please contact the Rights Offering Agent at (~~866-381-9100,888~~) 830-4644.

TO ELECT TO PARTICIPATE IN THE RIGHTS OFFERING YOU MUST FOLLOW THE INSTRUCTIONS BELOW:

1. Review Item 1.
2. Complete Item 2.
3. Complete Item 3; note that this item is optional.
4. Complete Item 4; note that this item is optional.
5. Review the certifications contained in Item 5.
6. **Sign the Subscription Form.**
7. Return the Subscription Form in the pre-addressed postage-paid envelope, with payment in full (so that it is received by your Voting Nominee in time to process the information and payment before the Subscription Expiration Date).

ITEM 1. ~~Amount~~ Number of ~~allowed~~ Units Representing PIERS ~~Claim~~ Preferred Securities.

I certify, as authorized signatory of the undersigned holder, that as of the Rights Offering Record Date of ~~June 3, October 18,~~ 2010, the undersigned was the beneficial holder of Class 16 PIERS Claims in the following amount, which is the number of units representing PIERS Preferred Securities held by you (Please contact your Nominee if you do not know the number of units you hold as of the Rights Offering Record Date):

\$ _____ Units _____

ITEM 2. Subscription.

Pursuant to the Plan, each beneficial holder of Class 16 PIERS Claims is entitled to participate in the Rights Offering for up to each beneficial holder's *pro rata* share of 100,000,000 shares of Additional Common Stock, which shall be issued on the Effective Date or as soon as practicable thereafter, if such holder, based on its Pro Rata Share of Subscription Rights, is entitled to subscribe for shares of Additional Common Stock for an aggregate Subscription Price of at least Two Million Dollars (\$2,000,000). To subscribe, review and fill out Item 2a below, fill out Item 2b below, and read and complete Item 3 below.

Item 2a. To calculate the maximum number of shares of Additional Common Stock for which you may subscribe, please use the following formula.

$$\frac{\$ \text{_____} \times \frac{1}{\$1.00}}{\text{_____}} \div \frac{23,000,000}{100,000,000} \times \text{_____}$$

Insert ~~amount of Claim from Item 1~~ _____ ~~Fractional shares have been eliminated~~ number Total number of units representing Round DOWN to nearest
of units from Item 1 PIERS Preferred Securities whole number

Item 2b. By filling in the following blanks, you are agreeing to purchase the number of shares of Additional Common Stock specified at the price of \$1.00 per share on the terms of and subject to the conditions set forth in the Plan.

$$\text{_____} \times \$1.00 = \$\text{_____}$$

Number of shares you elect to purchase (if less than 2,000,000, you are NOT eligible to participate) Total subscription purchase price

Item 2c. Oversubscription. By filling in the following blanks, you are agreeing to purchase an additional number of shares of Additional Common Stock specified at the price of \$1.00 per share on the terms of and subject to the conditions set forth in the Plan. You may exercise such oversubscription right to purchase any shares of Additional Common Stock not purchased by other eligible holders of Subscription Rights pursuant to the Rights Offering, IF you exercised your initial Subscription Rights in full, in Item 2b above.

$$\text{_____} \times \$1.00 = \$\text{_____}$$

Number of additional shares you elect to purchase Total subscription purchase price

Payment in full for the Additional Common Stock that the undersigned holder has elected to purchase through the exercise of the Subscription Rights must be delivered to the Debtors by your ~~Voting~~ Nominee so that it is received by the Debtors no later than one (1) Business Day after the Subscription Expiration Date. Any failure to timely pay for the exercise of Subscription Rights will result in a revocation and forfeiture of such Subscription Rights. ~~If you are electing to exercise Subscription Rights, please (a) include payment in full with your Subscription Form, in the form of bank or cashier's check when you return your Subscription Form to your Voting Nominee, or (b) provide payment to your Voting Nominee by wire transfer.~~

ITEM 3. Acknowledgements and Certification. By signing this Subscription Form, the undersigned acknowledges that the undersigned has been provided with a copy of the Disclosure Statement, including all exhibits thereto. The undersigned certifies that (i) it is the holder of the Class 16 PIERS Claim identified in Item 1 above as of the Rights Offering Record Date, (ii) it has full power and authority to elect to participate in the Rights Offering, ~~and (iii) instructs its Nominee, or agent or proxy holder, as applicable, to arrange for the proper payment through DTC, and (iv)~~ it agrees that the Subscription Form constitutes a valid and binding agreement, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency,

fraudulent conveyance, reorganization, moratorium, and similar laws affecting creditors rights and remedies generally and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or at equity). The undersigned further acknowledges that the Rights Offering is subject to all terms and conditions set forth in the Disclosure Statement and the order of the Bankruptcy Court approving the Disclosure Statement and the procedures for [the](#) Rights Offering contained therein.

Print or Type Name of Claimant: _____
Last Four (4) Digits of Social Security
or Federal Tax I.D. No. of Claimant: _____
Signature: _____
Name of Signatory (if different than claimant): _____
If by Authorized Agent, Title of Agent: _____
Street Address: _____
City, State and Zip Code: _____
Telephone Number: _____
~~Date Completed~~ E-mail Address: _____
[Date Completed:](#) _____

PLEASE ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO PROCESS YOUR INSTRUCTIONS WITH THE DEPOSITORY TRUST COMPANY (“DTC”) THROUGH THEIR AUTOMATED SUBSCRIPTION OFFERING PROGRAM BEFORE THE SUBSCRIPTION EXPIRATION DATE, AND TO PROCESS PAYMENT WITH DTC IN ACCORDANCE WITH THE RIGHTS OFFERING PROCEDURES.

Exhibit 7-1

Non-Filing WMB Senior Note Holder Election Form

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

-----X

In re: _____ : **Chapter 11**

WASHINGTON MUTUAL, INC., et al.,³⁹ _____ : **Case No. 08-12229 (MFW)**

Debtors. _____ : **(Jointly Administered)**

-----X

NON-FILING WMB SENIOR NOTE HOLDER
ELECTION FORM

Name of Debtor Entities and Case Numbers

<u>WMI Investment Corp.</u>	<u>08-12228 (MFW)</u>	<u>Washington Mutual, Inc.</u>	<u>08-12229 (MFW)</u>
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On October 18, 2010, the United States Bankruptcy Court for the District of Delaware (the “***Court***”) entered an order (the “***Order***”), approving the Disclosure Statement for the Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of October 6, 2010 (as it may be amended, the “***Disclosure Statement***”) of Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “***Debtors***”).⁴⁰ The Order authorizes the Debtors to solicit votes to accept or reject the Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of October 6, 2010 (as it may be further amended, the “***Plan***”), a copy of which is annexed as Exhibit A to the Disclosure Statement.

Pursuant to the Plan, each Non-Filing WMB Senior Note Holder that was a holder as of October 18, 2010, shall not receive a Ballot, but shall receive a Non-Filing WMB Senior Note Holder Election Form (the “***Election Form***”). You have received this Non-Filing WMB Senior Note Holder Election Form because you are a Non-Filing WMB Senior Note Holder as of October 18, 2010. Please utilize this Election Form to execute your election to grant or not grant the releases provided in Section 43.6 of the Plan and, depending on which you choose, receive a distribution pursuant to the Plan.

IF YOU HAVE ANY QUESTIONS REGARDING THE ELECTION FORM, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR ELECTION FORM, OR IF YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE ELECTION FORM OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS’ VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT (888) 830-4644. COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ON THE VOTING AGENT’S WEBSITE AT WWW.KCCLLC.NET/WAMU. PLEASE DO NOT

³⁹ 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 925 Fourth Avenue, Seattle, Washington 98104.

⁴⁰ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Disclosure Statement.

DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

IMPORTANT

You should review the Disclosure Statement and the Plan (including the Global Settlement Agreement) before you submit this form. You may wish to seek legal advice concerning the Plan and the classification and treatment of Non-Filing WMB Senior Notes Holders under the Plan.

DEADLINE: 5:00 P.M. (Pacific Time) on November 15, 2010.

In order for your election to be processed, the Election Form must be properly completed, signed, and returned so that it is actually received by the Voting Agent, Kurtzman Carson Consultants LLC, by no later than 5:00 p.m. (Pacific Time) on November 15, 2010, unless such time is extended by the Debtors. Please mail or deliver your Election Form to your Voting Nominee.

ELECTION FORMS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Election Form is not received by the Voting Agent on or before the Voting Deadline and such deadline is not extended by the Debtors, your election will not count as an election either to grant or not grant the releases provided in Section 43.6 of the Plan.

If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on you whether or not you return an Election Form.

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR BANK, BROKER, OR OTHER VOTING NOMINEE (EACH OF THE FOREGOING, A "VOTING NOMINEE"), YOU MUST RETURN THIS ELECTION FORM TO SUCH VOTING NOMINEE AND NOT THE VOTING AGENT. PLEASE ALLOW SUFFICIENT TIME FOR YOUR VOTING NOMINEE TO PROCESS YOUR ELECTION ON A MASTER ELECTION FORM AND RETURN THE MASTER ELECTION FORM TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.

HOW TO COMPLETE THE ELECTION FORM (AS MORE FULLY SET FORTH IN THE ATTACHED ELECTION FORM INSTRUCTIONS):

- 1. REVIEW ITEM 1.**
- 2. COMPLETE ITEM 2.**
- 3. COMPLETE ITEM 3.**
- 4. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 4.**
- 5. SIGN THE ELECTION FORM.**
- 6. RETURN THE ELECTION FORM IN THE PRE-ADDRESSED POSTAGE-PAID ENVELOPE (SO THAT IT IS RECEIVED BEFORE THE VOTING DEADLINE).**

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR BANK, BROKER, OR OTHER VOTING NOMINEE (EACH OF THE FOREGOING, A "VOTING NOMINEE"), PLEASE RETURN THE ELECTION FORM TO SUCH VOTING NOMINEE AND ALLOW SUFFICIENT TIME FOR YOUR VOTING NOMINEE TO PROCESS YOUR VOTE ON A MASTER ELECTION FORM AND RETURN THE MASTER ELECTION FORM TO THE VOTING AGENT BEFORE THE VOTING DEADLINE.

- 7. ANY EXECUTED ELECTION FORM RECEIVED THAT (A) DOES NOT INDICATE AN ELECTION EITHER TO GRANT OR NOT GRANT THE RELEASES PROVIDED IN SECTION 43.6 OF THE PLAN, OR (B) THAT INDICATES BOTH AN ELECTION TO GRANT AND TO NOT GRANT THE RELEASES PROVIDED IN SECTION 43.6 OF THE PLAN, WILL BE COUNTED AS AN ELECTION TO GRANT SUCH RELEASES.**

This Election Form is *not* a letter of transmittal and may *not* be used for any purpose other than to elect to grant or not grant the releases provided in Section 43.6 of the Plan.

**INSTRUCTIONS FOR COMPLETING THE ELECTION FORM
FOR NON-FILING WMB SENIOR NOTE HOLDERS**

1. This Election Form is submitted to you to solicit your decision to elect to grant or not grant the releases provided in Section 43.6 of the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS ELECTION FORM.**
2. **Complete, sign, and return this Election Form in the envelope provided.:**
3. To properly complete the Election Form, you must follow the procedures described below:
 - a. if you are a Non-Filing WMB Senior Notes Holder, elect whether on not to grant the releases provided in Section 43.6 of the Plan by checking the appropriate box in Item 2;
 - b. if you are completing this Election Form on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act);
 - c. provide your name and mailing address;
 - d. sign and date your Election Form, and provide the remaining information requested; and
 - e. **return your Election Form using the enclosed pre-addressed return envelope.**

ITEM 1. Amount of WMB Senior Notes. Please indicate the face amount of WMB Senior Notes that you hold as of October 18, 2010: \$ _____. If your WMB Senior Notes are held by a Voting Nominee on your behalf and you do not know the face amount of the WMB Senior Notes held, please contact your Voting Nominee immediately.⁴¹

ITEM 2. Grant Plan Section 43.6 Release. By checking the first box below, you elect to grant the releases contained in Section 43.6 of the Plan as set forth below. Election to grant the release is at your option. **Please be advised that if you elect NOT to grant the releases, you WILL NOT be entitled to a distribution under the Plan.** If you submit your Election Form without either box checked, you will be deemed to have granted the release. If you submit your Election Form with both boxes checked, you will be deemed to have granted the release. However, be advised that the Debtors, at the Confirmation Hearing, intend to seek enforcement of the releases, injunction, and exculpation contained in Sections 43.6, 43.7, and 43.8 of the Plan as to all parties regardless of whether you elect to grant the release or not.

Check the box: Grant Plan Section 43.6 release

Elect to not grant the release

By checking the first box above: (i) you shall be deemed to be an Accepting Non-Filing WMB Senior Note Holder, (ii) you shall be entitled to receive your Pro Rata Share of BB Liquidating Trust Interests (those certain Liquidating Trust Interests that are to be distributed to holders of Allowed WMB Senior Notes Claims and Accepting Non-Filing WMB Senior Note Holders, which interests, in the aggregate, shall represent an undivided interest in WMI's share of the Homeownership Carryback Refund Amount, as defined and set forth in Section 2.4 of the Global Settlement Agreement, in an amount equal to Three Hundred Thirty-Five Million Dollars (\$335,000,000.00)), and (iii) you shall consent to provide on your behalf and with respect to your WMB Senior Notes the releases provided in Section 43.6 of the Plan, including, without limitation, a release of the Debtors, the Reorganized Debtors, and the Liquidating Trustee from all direct and derivative claims arising from or related to your WMB Senior Notes, as well as any misrepresentation or other similar claim for damages arising from the purchase or sale of your WMB Senior Notes (including, without limitation, any Section 510(b) Subordinated WMB Notes Claims that you may have); provided, however, that the foregoing is not intended, nor shall it be construed, to release (i) the Debtors from their obligations pursuant to the Plan and (ii) the FDIC Receiver or the Receivership with respect to distributions to be made from the Receivership on account of WMB Senior Notes. The FDIC Receiver acknowledges that amounts distributed to Accepting Non-Filing WMB Senior Note Holders under the Plan shall not be credited against or otherwise reduce their claims against the Receivership; and, provided, further, that no Accepting Non-Filing WMB Senior Note Holder shall be entitled to receive more from the Receivership than the amount owed to such Accepting Non-Filing WMB Senior Note Holder with respect to its WMB Senior Notes.

In order to elect to grant the releases, the Nominee holding your WMB Senior Notes must "tender" your notes into the appropriate election account established at The Depository Trust Company ("DTC") for this purpose, or instruct Euroclear Bank S.A./N.V. ("Euroclear") or Clearstream Banking, société anonyme ("Clearstream") to "block" your notes. WMB Senior Notes may not be withdrawn from the election account after your Nominee has tendered them to the election account at DTC, or be unblocked at Euroclear or Clearstream. Once the WMB Senior Notes have been tendered or blocked, no further trading will be permitted in the WMB Senior Notes held in the election account or for those that are blocked. If the Plan is not confirmed, DTC, Euroclear and Clearstream will, in accordance with their customary practices and procedures, return all WMB Senior Notes held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder, or unblock all blocked WMB Senior Notes.

⁴¹ Please note that for purposes of this election and distribution, the amount of your claim, if allowed, shall be the face amount of WMB Senior Notes that you hold as of October 18, 2010, as well as interest accrued on such notes through September 26, 2008. The Debtors shall calculate this accrued interest portion of each claim prior to tabulation and distribution.

ITEM 3. Certification as to WMB Senior Notes held in Additional Accounts. By completing and returning this Election Form, the beneficial holder certifies that either (a) it has not submitted any other Election Forms for other WMB Senior Notes held in other accounts or other record names or (b) it has provided the information specified in the following table for all other WMB Senior Notes for which it has submitted additional Election Forms, each of which indicates the same election to grant or not grant the releases provided in Section 43.6 of the Plan (please use additional sheets of paper if necessary):

ONLY COMPLETE THIS SECTION IF YOU HAVE COMPLETED ELECTION FORMS OTHER THAN THIS ELECTION FORM

±

<u>Account Number</u>	<u>Name of Holder¹</u>	<u>Amount of Other WMB Senior Notes in such Account</u>

ITEM 4. Acknowledgements and Certification. By signing this Election Form, the undersigned acknowledges that the undersigned has been provided with a copy of the Disclosure Statement, including all exhibits thereto. The undersigned certifies that (i) it is the Non-Filing WMB Senior Note Holder identified in Item 1 above as of October 18, 2010 and (ii) it has full power and authority to elect to grant the releases in Section 43.6 of the Plan. The undersigned further acknowledges that the Debtors’ solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement and the order of the Bankruptcy Court approving the Disclosure Statement and the procedures for the solicitation of votes to accept or reject the Plan contained therein. The undersigned further acknowledges that any Non-Filing WMB Senior Note Holder electing to grant such releases is affirmatively agreeing to the various release and exculpation provisions of the Plan, which appear principally in Article 43 of the Plan and provide as follows:

“43.6 Releases by Holders of Claims and Equity Interests. Except as otherwise expressly provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, and except with respect to holders of WMB Senior Notes Claims and Non-Filing WMB Senior Note Holders who do not check the box labeled “Grant Plan Section 43.6 Release”, on the Effective Date, for good and valuable consideration, each Entity that has held, currently holds or may hold a Released Claim or any Equity Interest that is terminated, and each of its respective Related Persons, on their own behalf and on behalf of anyone claiming through them, on their behalf, or for their benefit, shall be deemed to have and hereby does irrevocably and unconditionally, fully, finally and forever waive, release, acquit and discharge each and all of the Released Parties from any and all Released Claims in connection with or related to any of the Debtors, the Reorganized Debtors, the Affiliated Banks, or their respective subsidiaries, assets, liabilities, operations, property or estates, the Chapter 11 Cases or the Plan or the Disclosure Statement, the assets to be received by JPMC pursuant to the Global Settlement Agreement, the Plan Contribution Assets, the Debtors’ Claims, the JPMC Claims, the FDIC Claim, the Purchase and Assumption Agreement, the WMI/WMB Intercompany Claims, any intercompany claims on the books of WMI or WMB related to the WaMu Pension Plan or the Lakeview Plan, claims related in any way to the Trust Preferred Securities (including, without limitation, the creation of the Trust Preferred Securities, the financing associated therewith, the requested assignment of the Trust Preferred Securities by the Office of Thrift Supervision and the transfer and the asserted assignment of the Trust Preferred Securities subsequent thereto), and/or any claim, act, fact, transaction, occurrence, statement, or omission in connection with or alleged in the Actions or in the Texas Litigation, or that could have been alleged in respect of the foregoing or other similar proceeding, including, without limitation, any such claim demand, right, liability, or cause of action for indemnification, contribution or any other basis in law or equity for damages, costs or fees incurred by the releasors herein arising directly or indirectly from or otherwise relating thereto; provided, however, that each Entity that has submitted a Ballot may elect, by checking the appropriate box on its Ballot, not to grant the releases set forth in Section 43.6 of the Plan with respect to those Released Parties other than (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Trustees, and (iv) the Creditors’ Committee and its members in such capacity and for their actions as members, their respective Related Persons, and their respective predecessors, successors and assigns (whether by operation of law or otherwise), in which case, such Entity that so elects to not grant the releases will not receive a distribution hereunder; and provided, further, that, because the Plan and the Global Settlement Agreement, and the financial contributions contained therein, are conditioned upon the aforementioned releases, and, as such, these releases are essential for the successful reorganization of the Debtors, pursuant to the Confirmation Order, those Entities that opt out of the releases provided hereunder shall be bound and shall receive the distributions they otherwise would be entitled to receive pursuant to the Plan; and provided, further, that nothing contained in the Plan or the Confirmation

¹ Insert your name if the WMB Senior Notes are held by you in your own name or, if held in “street name,” insert the name of your broker or bank.

Order shall (a) release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, in connection with any legal action or claim brought by the United States Securities and Exchange Commission or (b) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim; and provided, further, that nothing contained in the Plan or the Confirmation Order shall (a) to the extent that (i) the Pension Plans are terminated from and after the Effective Date and (ii) the Pension Plans are underfunded as of the Effective Date, release, or is intended to release, any non-Debtor, including any non-Debtor Entity that may be a Released Party or a Related Person, from any liability as a fiduciary of the Pension Plans, under any law, government policy or regulatory provision, (b) enjoin or preclude the Pension Benefit Guaranty Corporation from enforcing such liability against such non-Debtor Entity during the applicable statute of limitations period set forth in 29 U.S.C. § 1303 following any such termination, or (c) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim. In addition to, and not in any way limiting the foregoing, each holder of an Allowed WMB Senior Notes Claim and each Accepting Non-Filing WMB Senior Notes Holder shall be deemed to have released the Debtors, the Reorganized Debtors, the Liquidating Trustee, and each of their respective Related Persons from any and all direct and derivative claims arising from or related to such holder's WMB Senior Notes, as well as any misrepresentation or other similar claim for damages arising from the purchase or sale of such holder's WMB Senior Notes (including, without limitation, any Section 510(b) Subordinated WMB Notes Claims that such holder may have).

"43.7 Injunction Related to Releases. Except as provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, as of the Effective Date, (i) all Entities that hold, have held, or may hold a Released Claim or Equity Interest relating to any of the Debtors or the Reorganized Debtors or any of their respective assets, property and estates, that is released pursuant to Section 43.6 of the Plan, (ii) all other parties in interest, and (iii) each of the Related Persons of each of the foregoing entities, are, and shall be, permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any of the following actions, whether directly or indirectly, derivatively or otherwise, on account of or based on the subject matter of such discharged Released Claims or such Equity Interests: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including, without limitation, any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order; (iii) creating, perfecting or in any way enforcing in any matter, directly or indirectly, any Lien; (iv) setting off, seeking reimbursement or contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation owed to any Entity released under Section 43.6 hereof; and (v) commencing or continuing in any manner, in any place of any judicial, arbitration or administrative proceeding in any forum, that does not comply with or is inconsistent with the provisions of the Global Settlement Agreement, the Plan or the Confirmation Order.

"43.8 Exculpation. The Released Parties, members of the Plan Administration Committee and Plan Investment Committee of the WaMu Savings Plan, and each of their Related Persons shall not have or incur any liability to any Entity for any act taken or omitted to be taken in connection with the Chapter 11 Cases (including any actions taken by the Creditors' Committee after the Effective Date), the formulation, preparation, dissemination, implementation, confirmation or approval of the Plan or any compromises or settlements contained therein, the Disclosure Statement related thereto, the Global Settlement Agreement, or any contract, instrument, release or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the Plan and the Global Settlement Agreement; provided, however, that the foregoing provisions of this Section 43.8 shall not affect the liability of any Entity that otherwise would result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted gross negligence or willful misconduct. Any of the foregoing parties in all respects shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan."

Print or Type Name of Claimant: _____
Last _____ Four _____ (4) _____ Digits _____ of _____ Social _____ Security _____
or Federal Tax I.D. No. of Claimant: _____
Signature: _____
Name of Signatory (if different than claimant): _____
If by Authorized Agent, Title of Agent: _____
Street Address: _____
City, State and Zip Code: _____
Telephone Number: _____

E-mail Address:

Date Completed:

Exhibit 7-2

Master Non-Filing WMB Senior Note Holder Election Form

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

-----X

In re: _____ : **Chapter 11**

WASHINGTON MUTUAL, INC., et al.,⁴² : **Case No. 08-12229 (MFW)**

Debtors. : **(Jointly Administered)**

-----X

MASTER NON-FILING WMB SENIOR NOTE HOLDER
ELECTION FORM

Name of Debtor Entities and Case Numbers

WMI Investment Corp.	08-12228 (MFW)	Washington Mutual, Inc.	08-12229 (MFW)
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Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “**Debtors**”), each of which is identified above, are soliciting elections with respect to the Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated as of October 6, 2010 (as it may be further amended, the “**Plan**”) and the releases contained in Section 43.6 therein, from holders of WMB Senior Notes as of October 18, 2010 who did NOT file proofs of claim (“Non-Filing WMB Senior Note Holders”). The Plan is attached as Exhibit A to the Disclosure Statement for the Plan (as it may be amended, the “**Disclosure Statement**”). All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to such terms in the Plan

The United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) has approved the Disclosure Statement, which provides information to assist you in deciding whether or not to elect to grant the releases set forth in Section 43.6 of the Plan. If you have any questions on how to properly complete this Master Election Form, please contact Kurtzman Carson Consultants LLC (the “**Voting Agent**”) at (917) 281-4800. Please be advised that Kurtzman Carson Consultants LLC cannot provide legal advice.

THIS MASTER ELECTION FORM IS ONLY FOR SUBMITTING ELECTIONS ON BEHALF OF BENEFICIAL HOLDERS OF WMB SENIOR NOTES.

This Master Election Form is to be used by you as a broker, bank, or other nominee; or as the agent of a broker, bank, or other nominee (each of the foregoing, a “Voting Nominee”); or as the proxy holder of a Voting Nominee or beneficial holder of the WMB Senior Notes, to transmit to the Voting Agent the elections of such beneficial holders in respect of their WMB Senior Notes Claims to grant or not grant the releases set forth in Section 43.6 of the Plan.

⁴² 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 925 Fourth Avenue, Seattle, Washington 98104.

IMPORTANT

DEADLINE: 5:00 P.M. (Pacific Time) on November 15, 2010.

To have the election of the beneficial holder(s) for whom you act as Voting Nominee count, the Master Election Form, along with copies of the beneficial election forms, must be properly completed, signed, and returned so that it is actually received by the Voting Agent, Kurtzman Carson Consultants LLC, by no later than 5:00 p.m. (Pacific Time) on November 15, 2010, unless such time is extended by the Debtors. Please mail or deliver your Master Election Form to: Washington Mutual Election Form Processing, c/o Kurtzman Carson Consultants, 599 Lexington Avenue, 39th Floor, New York, New York 10022.

ELECTION FORMS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Master Election Form, and copies of the beneficial election forms, are not received by the Voting Agent on or before the Voting Deadline and such deadline is not extended by the Debtors, the elections of the beneficial holder(s) for whom you act as Voting Nominee will not count as an election to either grant or not grant the releases set forth in Section 43.6 of the Plan.

HOW TO COMPLETE THE ELECTION FORM (AS MORE FULLY SET FORTH IN THE ATTACHED ELECTION FORM INSTRUCTIONS):

- 1. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 1 AND COMPLETE ITEM 1.**
- 2. COMPLETE ITEM 2.**
- 3. COMPLETE ITEM 3.**
- 4. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 4, AND COMPLETE ITEM 4.**
- 5. SIGN THE ELECTION FORM.**
- 6. RETURN THE ELECTION FORM IN THE PRE-ADDRESSED POSTAGE-PAID ENVELOPE (SO THAT IT IS RECEIVED BEFORE THE VOTING DEADLINE).**
- 7. ANY EXECUTED ELECTION FORM RECEIVED BY YOU FROM A BENEFICIAL HOLDER THAT (A) DOES NOT INDICATE AN ELECTION EITHER TO GRANT OR NOT GRANT THE RELEASES PROVIDED IN SECTION 43.6 OF THE PLAN, OR (B) THAT INDICATES BOTH AN ELECTION TO GRANT AND TO NOT GRANT THE RELEASES PROVIDED IN SECTION 43.6 OF THE PLAN, SHOULD BE COUNTED AS AN ELECTION TO GRANT SUCH RELEASES.**

This Election Form is *not* a letter of transmittal and may *not* be used for any purpose other than to elect to grant or not grant the releases provided in Section 43.6 of the Plan.

**INSTRUCTIONS FOR COMPLETING THE MASTER ELECTION FORM
FOR VOTING NOMINEES OF NON-FILING WMB SENIOR NOTE HOLDERS**

1. Complete, sign, and return this Master Election Form, along with copies of the beneficial election forms, to Kurtzman Carson Consultants LLC so that they are received by the Voting Agent by no later than 5:00 p.m. (Pacific Time) on November 15, 2010 (the “Voting Deadline”), unless such time is extended in writing by the Debtors. Election Forms must be delivered either by mail with the enclosed envelope or by hand delivery or overnight courier to the Voting Agent at the following address:

Washington Mutual Election Form Processing
c/o Kurtzman Carson Consultants
599 Lexington Avenue, 39th Floor
New York, New York 10022

Attn: Vote Processing
Telephone: (917) 281-4800

Election Forms will not be accepted by telecopy, facsimile, e-mail or other electronic means of transmission.

3. **HOW TO COMPLETE THE FORM:**

You must forward the Solicitation Package to such beneficial holders, together with (i) the Non-Filing WMB Senior Note Holder Election Forms and (ii) a return envelope provided by and addressed to you, the Voting Nominee, with the beneficial holders then returning the individual Non-Filing WMB Senior Note Holder Election Forms to you, the Voting Nominee. You, the Voting Nominee, will tabulate the elections of your respective beneficial holders on this Master Election Form in accordance with any instructions set forth in the instructions to the Master Election Form, and then return the Master Election Form, along with copies of the beneficial election forms, to the Voting Agent. You, the Voting Nominee should advise the beneficial holders to return their individual Non-Filing WMB Senior Note Holder Election Forms to you by a date calculated by you to allow yourself sufficient time to prepare and return the Master Election Form, along with copies of the beneficial election forms, to the Voting Agent so that they are actually received by the Voting Agent by the Voting Deadline.

4. With respect to all Non-Filing WMB Senior Note Holder Election Forms returned to you, you must properly complete the Master Election Form, as follows:
- a. Check the appropriate box in Item 1 on the Master Ballot;
 - b. Please note that Item 4 of the Master Election Form requests that you transcribe the information provided by each beneficial holder in Item 4 of each completed Non-Filing WMB Senior Note Holder Election Form relating to the granting of certain releases, and that you tender the underlying WMB Senior Notes held by those beneficial holders electing to grant the releases to the appropriate account established at DTC for such purpose, or instruct Euroclear or Clearstream to block the position, as appropriate;

- c. Please note that Item 3 of the Master Ballot requests that you transcribe the information provided by each beneficial holder in Item 3 of each completed Non-Filing WMB Senior Note Holder Election Form relating to other WMB Senior Notes held by such beneficial holder;
- d. Review the certification in Item 4 of the Master Election Form;
- e. Sign and date the Master Election Form, and provide the remaining information requested;
- f. If additional space is required to respond to any item on the Master Election Form, please use additional sheets of paper clearly marked to indicate the applicable Item of the Master Election Form to which you are responding;
- g. Contact the Voting Agent if you need any additional information; and
- h. Deliver the completed, executed Master Election Form, along with copies of the beneficial election forms, so as to be received by the Voting Agent before the Voting Deadline. For each completed, executed Non-Filing WMB Senior Note Holder Election Form returned to you by a beneficial holder, forward such Non-Filing WMB Senior Note Holder Election Form (along with your Master Election Form) to the Voting Agent.

IF YOU HAVE ANY QUESTIONS REGARDING THE MASTER ELECTION FORM, OR IF YOU DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR ELECTION FORM, OR IF YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE ELECTION FORM OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, AT (917) 281-4800. COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ON THE VOTING AGENT'S WEBSITE AT WWW.KCCLLC.NET/WAMU. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

Item 1. Certification of Authority. The undersigned certifies that as of October 18, 2010 (the Voting Record Date under the Plan), the undersigned (please check appropriate box):

- Is a broker, bank, or other nominee for the beneficial holders of the aggregate principal face amount and accrued interest (as of September 26, 2008) of the WMB Senior Notes listed in Item 2 below, and is the registered holder of such securities, or
- Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, or other nominee that is the registered holder of the aggregate principal face amount and accrued interest (as of September 26, 2008) of the WMB Senior Notes listed in Item 2 below, or
- Has been granted a proxy (an original of which is attached hereto) from a broker, bank, or other nominee, or a beneficial holder, that is the registered holder of the aggregate principal face amount and accrued interest (as of September 26, 2008) of the WMB Senior Notes listed in Item 2 below,

and accordingly, has full power and authority to elect to grant or not grant the releases set forth in Section 43.6 of the Plan, on behalf of the beneficial holders of the WMB Senior Notes described in Item 2.

Item 2. Certification as to Transcription of Information from Item 2 as to Election to Grant Releases. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by beneficial holders in Item 2 of the beneficial holders’ original Non-Filing WMB Senior Note Holder Election Forms:

<u>YOUR Customer Account Number for Each Beneficial Holder Who Completed Item 4 of the Non-Filing WMB Senior Note Holder Election Forms</u>	<u>VOI Number from DTC or Blocking Confirmation Number from Euroclear or Clearstream * for Each Beneficial Holder Who Elected Grant Releases</u>	<u>Principal Amount for Each Beneficial Holder Who Elected Grant Releases</u>	<u>TRANSCRIBE FROM ITEM 2 OF THE NON-FILING WMB SENIOR NOTE HOLDER ELECTION FORMS:</u> <u>Elect to Grant Releases</u>
<u>1.</u>			
<u>2.</u>			
<u>3.</u>			
<u>4.</u>			
<u>5.</u>			
<u>6.</u>			
<u>7.</u>			
<u>8.</u>			
<u>9.</u>			
<u>10.</u>			

* The underlying WMB Senior Notes held by those beneficial holders electing to grant releases are to be tendered into the appropriate election account established at The Depository Trust Company (“DTC”) for that purpose, or blocked at Euroclear Bank S.A./N.V. (“Euroclear”) or Clearstream Banking, société anonyme (“Clearstream”). Input the corresponding VOI number received from DTC or the Blocking Confirmation number received from Euroclear or Clearstream in the appropriate Election column in the table above if the beneficial holder elected the Election in Item 2 on its individual Non-Filing WMB Senior Note Holder Election Form. WMB Senior Notes may not be withdrawn from the DTC election account once tendered, or unblocked at Euroclear or Clearstream. No further trading will be permitted in the WMB Senior Notes held in the election account at DTC, or for those blocked at Euroclear or Clearstream. If the Plan is not confirmed, DTC, Euroclear and Clearstream will, in accordance with their customary practices and procedures, return all WMB Senior Notes held in the election account to the applicable Nominee for credit to the account of the applicable beneficial holder, or unblock all blocked WMB Senior Notes.

Item 3. Certification as to Transcription of Information from Item 3. The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by beneficial holders in Item 3 of the beneficial holders' original Non-Filing WMB Senior Note Holder Election Forms, identifying any WMB Senior Notes for which such beneficial holders have submitted other Non-Filing WMB Senior Note Holder Election Forms other than to the undersigned:

YOUR Customer Account Number for Each Beneficial Holder Who Completed Item 3 of the Non-Filing WMB Senior Note Holder Election Forms	TRANSCRIBE FROM ITEM 3 OF THE NON-FILING WMB SENIOR NOTE HOLDER ELECTION FORM:		
	Account Number	Name of Owner	Amount of Other WMB Senior Notes
<u>1.</u>			\$
<u>2.</u>			\$
<u>3.</u>			\$
<u>4.</u>			\$
<u>5.</u>			\$
<u>6.</u>			\$
<u>7.</u>			\$
<u>8.</u>			\$
<u>9.</u>			\$
<u>10.</u>			\$

Item 4. Certification. By signing this Master Election Form, the undersigned certifies that each beneficial holder of the WMB Senior Notes listed in Item 2 above has been provided with a copy of the Disclosure Statement, including the exhibits thereto, and acknowledges that the solicitation of votes for the Plan is subject to all of the terms and conditions set forth in the Disclosure Statement.

Name of Voting Nominee: _____

 (Print or Type)

Participant Number: _____

Name _____ of _____ Proxy _____ Holder _____ or _____ Agent
 for Voting Nominee (if applicable): _____

 (Print or Type)

Last Four (4) Digits of Social Security or Federal Tax I.D. No.: _____

Signature: _____

By: _____

 (If Appropriate)

Title: _____

 (If Appropriate)

Street Address: _____

City, State, Zip Code: _____

Telephone Number: () _____

 (Including Area Code)

Date Completed: _____
