

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

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

**SEVENTH AMENDED JOINT PLAN OF AFFILIATED DEBTORS  
PURSUANT TO CHAPTER 11 OF THE UNITED STATES BANKRUPTCY CODE**

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Washington Mutual, Inc. and WMI Investment Corp. hereby propose the following joint chapter 11 plan pursuant to section 1121(a) of the Bankruptcy Code:

## ARTICLE I

### DEFINITIONS

As used in the Plan, the following terms shall have the respective meanings specified below and be equally applicable to the singular and plural of the terms defined:

1.1 **AAOC**: Each of (a) Appaloosa Management L.P., Appaloosa Investment L.P. I, Palomino Fund Ltd., Thoroughbred Fund, L.P., and Thoroughbred Master Ltd., (b) Aurelius Capital Management, LP, Aurelius Capital Partners, LP, Aurelius Convergence Master, Ltd., ACP Master, Ltd., Aurelius Capital Master, Ltd. and Aurelius Investment, LLC, (c) Owl Creek Asset Management, L.P., Owl Creek I, L.P., Owl Creek II, L.P., Owl Creek Overseas Fund, Ltd., Owl Creek Socially Responsible Investment Fund, Ltd., Owl Creek Asia I, L.P., Owl Creek Asia II, L.P., and Owl Creek Asia Master Fund, Ltd. and (d) Centerbridge Partners, L.P., Centerbridge Special Credit Partners, L.P., Centerbridge Credit Partners, L.P., and Centerbridge Credit Partners Master, L.P. and any other Affiliates of the funds listed in (a) through (d) above which own or, during the Chapter 11 Cases, owned securities issued by and/or have direct or indirect Claims against WMI.

1.2 **AAOC Releasees**: AAOC, any Entities or funds managed by AAOC and each of their respective officers, directors, partners, general partners, limited partners, equity investors, investment managers, management companies, members, employees and, solely in their capacity as counsel to AAOC with respect to the Debtors' Chapter 11 Cases, attorneys.

1.3 **Accepting Non-Filing WMB Senior Note Holder**: A Non-Filing WMB Senior Note Holder that checked the box on the Non-Filing WMB Senior Note Holder Election Form labeled "Grant Plan Section 43.6 Release", tendered in connection with the solicitation of acceptances and releases with respect to the Sixth Amended Plan.

1.4 **Acquisition JPMC Entities**: JPMC in its capacity as the "Acquiring Bank" pursuant to the Purchase and Assumption Agreement and each former subsidiary of WMB acquired pursuant to the Purchase and Assumption Agreement (including each entity into which such former subsidiary may have been merged, consolidated or liquidated), together with JPMC in its capacity as the "Purchaser" pursuant to the Purchase and Assumption Agreement.

1.5 **Actions**: The "Actions," as defined in the Global Settlement Agreement.

1.6 **Admin Account**: That certain account identified as Account No. xxxxxx1206, identified by WMI as having a balance as of the Petition Date in the approximate amount of Fifty Two Million Six Hundred Thousand Dollars (\$52,600,000.00).

1.7 **Administrative Claim Bar Date**: Unless otherwise ordered by the Bankruptcy Court, the date established by the Bankruptcy Court and set forth in the Confirmation Order as the last day to file proof of Administrative Expense Claims, which date shall be no more than ninety (90) days after the Effective Date, after which date, any proof of



Administrative Expense Claim not filed shall be deemed forever barred, and the Debtors, the Reorganized Debtors and the Liquidating Trust shall have no obligation with respect thereto; provided, however, that no proof of Administrative Expense Claim shall be required to be filed if such Administrative Expense Claim shall have been incurred (i) in accordance with an order of the Bankruptcy Court or (ii) with the consent of the Debtors and in the ordinary course of the Debtors' operations.

1.8 **Administrative Expense Claim:** A Claim constituting a cost or expense of administration of the Chapter 11 Cases asserted or authorized to be asserted, on or prior to the Administrative Claim Bar Date, in accordance with sections 503(b) and 507(a)(2) of the Bankruptcy Code arising during the period up to and including the Effective Date, including, without limitation, (i) any actual and necessary cost and expense of preserving the estates of the Debtors, (ii) any actual and necessary cost and expense of operating the businesses of the Debtors in Possession, (iii) any post-Petition Date loan or advance extended by one Debtor to the other Debtor, (iv) any cost and expense of the Debtors in Possession for the management, maintenance, preservation, sale, or other disposition of any assets, (v) the administration and implementation of the Plan, (vi) the administration, prosecution, or defense of Claims by or against the Debtors and for distributions under the Plan, (vii) any guarantee or indemnification obligation extended by the Debtors in Possession, (viii) any Claim for compensation and reimbursement of expenses arising during the period from and after the Petition Date and prior to the Effective Date and awarded by the Bankruptcy Court in accordance with section 328, 330, 331, or 503(b) of the Bankruptcy Code or otherwise in accordance with the provisions of the Plan, whether fixed before or after the Effective Date, (ix) any fee or charge assessed against the Debtors' estates pursuant to section 1930, chapter 123, title 28, United States Code, and (x) any tort or extracontractual claims against the Debtors in Possession.

1.9 **Affiliate:** With respect to any specified Entity, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified entity.

1.10 **Affiliated Banks:** WMB and FSB.

1.11 **Allowed Administrative Expense Claim:** An Administrative Expense Claim, to the extent it is or has become an Allowed Claim.

1.12 **Allowed CCB-1 Guarantees Claim:** A CCB-1 Guarantees Claim, to the extent set forth on Exhibit "A" hereto.

1.13 **Allowed CCB-2 Guarantees Claim:** A CCB-2 Guarantees Claim, to the extent set forth on Exhibit "B" hereto.

1.14 **Allowed Claim:** A Claim against any of the Debtors or the Debtors' estates, (i) proof of which was filed on or before the date designated by the Bankruptcy Court as the last date for filing such proof of claim against any such Debtor or such Debtor's estate, or (ii) if no proof of Claim has been timely filed, which has been or hereafter is listed by such Debtor in its Schedules as liquidated in amount and not disputed or contingent, in each such case in clauses (i) and (ii) above, a Claim as to which no objection to the allowance thereof, or action to

equitably subordinate or otherwise limit recovery with respect thereto, has been interposed within the applicable period of limitation fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or a Final Order, or as to which an objection has been interposed and such Claim has been allowed in whole or in part by a Final Order. For purposes of determining the amount of an “Allowed Claim,” there shall be deducted therefrom an amount equal to the amount of any claim that the Debtors may hold against the holder thereof, to the extent such claim may be set off pursuant to applicable bankruptcy and non-bankruptcy law. Without in any way limiting the foregoing, “Allowed Claim” shall include any Claim arising from the recovery of property in accordance with sections 550 and 553 of the Bankruptcy Code and allowed in accordance with section 502(h) of the Bankruptcy Code, any Claim allowed under or pursuant to the terms of the Plan, or any Claim to the extent that it has been allowed pursuant to a Final Order; provided, however, that (i) Claims allowed solely for the purpose of voting to accept or reject the Plan pursuant to an order of the Bankruptcy Court shall not be considered “Allowed Claims” hereunder unless otherwise specified herein or by order of the Bankruptcy Court, (ii) for any purpose under the Plan, “Allowed Claim” shall not include interest, penalties, or late charges arising from or relating to the period from and after the Petition Date, and (iii) “Allowed Claim” shall not include any Claim subject to disallowance in accordance with section 502(d) of the Bankruptcy Code. Notwithstanding the foregoing, a WMB Senior Notes Claim may become an Allowed WMB Senior Notes Claim (in an amount equal to the principal balance thereof plus all interest accrued thereunder as of the Petition Date) in the manner provided for in Section 21.1(a) hereof.

1.15 **Allowed Convenience Claim:** A Convenience Claim, to the extent it is or has become an Allowed Claim.

1.16 **Allowed General Unsecured Claim:** A General Unsecured Claim, to the extent it is or has become an Allowed Claim.

1.17 **Allowed JPMC Assumed Liability Claim:** A JPMC Assumed Liability Claim, to the extent it is or has become an Allowed Claim.

1.18 **Allowed Late-Filed Claim:** A Late-Filed Claim to the extent it is or has become an Allowed Claim.

1.19 **Allowed PIERS Claim:** A PIERS Claim, to the extent set forth on Exhibit “D” hereto.

1.20 **Allowed Priority Non-Tax Claim:** A Priority Non-Tax Claim, to the extent it is or has become an Allowed Claim.

1.21 **Allowed Priority Tax Claim:** A Priority Tax Claim, to the extent it is or has become an Allowed Claim.

1.22 **Allowed Senior Notes Claim:** A Senior Notes Claim, to the extent set forth on Exhibit “E” hereto.

1.23 **Allowed Senior Subordinated Notes Claim:** A Senior Subordinated Notes Claim, to the extent set forth on Exhibit “F” hereto.

1.24 **Allowed Subordinated Claim:** A Subordinated Claim, to the extent it is or has become an Allowed Claim.

1.25 **Allowed Trustee Claim:** A Trustee Claim, to the extent it is or has become an Allowed Claim.

1.26 **Allowed Unsecured Claim:** An Unsecured Claim, to the extent it is or has become an Allowed Claim.

1.27 **Allowed WMB Senior Notes Claim:** A WMB Senior Notes Claim, to the extent it is or has become an Allowed Claim.

1.28 **Allowed WMB Vendor Claim:** A WMB Vendor Claim, to the extent it is or has become an Allowed Claim.

1.29 **Allowed WMI Vendor Claim:** A WMI Vendor Claim, to the extent it is or has become an Allowed Claim.

1.30 **American Savings Escrow Funds:** All funds held in escrow in connection with the American Savings Litigation, pursuant to that certain Escrow Agreement, dated December 20, 1996, by and among WMI, Keystone Holdings Partners, L.P., Escrow Partners, L.P. and The Bank of New York.

1.31 **American Savings Litigation:** That certain litigation styled American Savings Bank, F.A. v. United States, No. 92-872C, currently pending in the United States Court of Federal Claims.

1.32 **Anchor Litigation:** That certain litigation styled Anchor Savings Bank, FSB v. United States, No. 95-39C, currently pending in the United States Court of Federal Claims, and on appeal in the United States Court of Appeals for the Federal Circuit, as Anchor Savings Bank, FSB v. United States, No. 2008-5175, -5182.

1.33 **Assets:** With respect to a Debtor, (i) all “property” of such Debtor’s estate, as defined in section 541 of the Bankruptcy Code, including, without limitation, such property as is reflected on such Debtor’s books and records as of the date of the Disclosure Statement Order (including, without limitation, received and anticipated “Net Tax Refunds,” as defined in the Global Settlement Agreement) and certain Plan Contribution Assets transferred to such Debtor pursuant to the Global Settlement Agreement, unless modified pursuant to the Plan or a Final Order, and except as transferred pursuant to the Global Settlement Agreement and (ii) all claims and causes of action, and any subsequent proceeds thereof, that have been or may be commenced by such Debtor in Possession or other authorized representative for the benefit of such Debtor’s estate, unless modified pursuant to the Plan or a Final Order, including, without limitation, any claim or cause of action pursuant to chapter 5 of the Bankruptcy Code.

1.34 **Avoidance Actions:** Any and all avoidance, recovery, subordination or other actions or remedies against Entities that may be brought by or on behalf of a Debtor or its estate under the Bankruptcy Code or applicable non-bankruptcy law under sections 510, 542, 543, 544, 545, 547, 548, 549, 550, 551, 552 and 553 of the Bankruptcy Code.

1.35 **Ballot**: The form distributed to each holder of an impaired Claim or Equity Interest entitled to vote on the plan (as set forth herein), on which is to be indicated, among other things, acceptance or rejection of the Plan.

1.36 **Ballot Date**: The date(s) established by the Bankruptcy Court and set forth in the Disclosure Statement Order for the submission of Ballots and the election of alternative treatments pursuant to the terms and provisions of the Plan; provided, however, that with respect to holders of an Equity Interest, such holders may execute and deliver a release in accordance with the provisions of Section 41.6 of the Plan up to and including the Equity Release Election Date.

1.37 **Bankruptcy Code**: The Bankruptcy Reform Act of 1978, as amended, to the extent codified in title 11, United States Code, as applicable to the Chapter 11 Cases.

1.38 **Bankruptcy Court**: The United States Bankruptcy Court for the District of Delaware or such other court having jurisdiction over the Chapter 11 Cases.

1.39 **Bankruptcy Rules**: The Federal Rules of Bankruptcy Procedure, as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, as applicable to the Chapter 11 Cases.

1.40 **Bankruptcy Stay Motions**: The motions by the FDIC Receiver and JPMC to stay or dismiss the Turnover Action and the JPMC Action in favor of proceedings before the United States District Court for the District of Columbia in the WMI Action.

1.41 **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).

1.42 **Benefit Plan**: Any employee welfare benefit plan, employee pension benefit plan, or a plan that is both an employee welfare benefit plan and an employee pension benefit plan within the meaning of Section 3(3) of ERISA, including, without limitation, those benefit plans listed on Exhibit "G" hereto, or any such similar employee benefit plan or arrangement that any of the Debtors maintained prior to the Petition Date; provided, however, that the term "Benefit Plan" does not include the WaMu Savings Plan (#002) and does not include any plan policy, or arrangement transferred to JPMC pursuant to the Global Settlement Agreement.

1.43 **BKK Group**: Collectively, the BKK Joint Defense Group, as defined in the BKK Settlement Agreement, Atlantic Richfield Corporation, THUMS Long Beach Company, Shell Exploration & Production Company, Shell Oil Company and Bayer CropScience Inc.

1.44 **BKK Liabilities**: Any and all liabilities and obligations of the WMI Entities (other than WMI Rainier LLC) for remediation or clean-up costs and expenses (and

excluding tort and tort related liabilities, if any) in excess of applicable and available insurance arising from or relating to (i) the BKK Litigation, (ii) the Amended Consent Decree, dated March 6, 2006, entered in connection therewith, and (iii) that certain Amended and Restated Joint Defense, Privilege and Confidentiality Agreement, dated as of February 28, 2005, by and among the BKK Joint Defense Group, as defined therein.

1.45 **BKK Litigation:** That certain litigation styled California Department of Toxic Substances Control, et al. v. American Honda Motor Co., Inc., et al., No. CV05-7746 CAS (JWJx), currently pending in the United States District Court for the Central District of California.

1.46 **BKK Proofs of Claim:** The BKK Liabilities-related proofs of claim filed against the Debtors and the Debtors' chapter 11 estates numbered 2138, 2213, 2233, 2405, 2467, 2693 and 3148.

1.47 **BKK Settlement Agreement:** That certain Settlement Agreement, dated as of December 3, 2010, by and among the Debtors, JPMC, the CDTSC and the BKK Group, setting forth the compromise and settlement between the parties.

1.48 **Bond Claim:** Any Claim against the Debtors set forth on Schedule 2.23 to the Global Settlement Agreement filed by any of the Bonding Companies, to the extent such Claim constitutes an Allowed JPMC Assumed Liability Claim.

1.49 **Bond Indemnity:** That certain General Agreement of Indemnity, as amended, dated as of June 14, 1999, executed and delivered by WMI, pursuant to which, among other things, the Bonds were to be issued and WMI agreed to pay all losses and expenses of the Bonding Companies associated therewith.

1.50 **Bonding Companies:** Safeco Insurance Company, its successor in interest, and such other insurance or bonding companies that issued Bonds pursuant to the Bond Indemnity.

1.51 **Bonds:** The bonds issued by the Bonding Companies on behalf of one or more of the Affiliated Banks or their Affiliates, each as identified on Exhibit "D" to the Global Settlement Agreement, together with the numbers of the respective proofs of Claim that have been filed with the Bankruptcy Court in connection therewith.

1.52 **Business Day:** A day other than a Saturday, Sunday, or any other day on which commercial banking institutions in New York, New York are required or authorized to close by law or executive order.

1.53 **Cash:** Lawful currency of the United States, including, but not limited to, bank deposits, checks representing good funds, and other similar items.

1.54 **Cash Equivalents:** Equivalents of Cash in the form of readily marketable securities or instruments issued by a person other than the Debtors, including, without limitation, readily marketable direct obligations of, or obligations guaranteed by, the United States of America, commercial paper of domestic corporations carrying a Moody's Rating of "A" or

better, or equivalent rating of any other nationally recognized rating service, or interest-bearing certificates of deposit or other similar obligations of domestic banks or other financial institutions having a shareholders' equity or equivalent capital of not less than One Hundred Million Dollars (\$100,000,000.00), having maturities of not more than one (1) year, at the then best generally available rates of interest for like amounts and like periods.

1.55 **Causes of Action:** All Claims, actions, causes of action, rights to payment, choses in action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, remedies, rights of set-off, third-party claims, subrogation claims, contribution claims, reimbursement claims, indemnity claims, counterclaims, and cross claims (including, but not limited to, all claims for breach of fiduciary duty, negligence, malpractice, breach of contract, aiding and abetting, fraud, inducement, avoidance, recovery, subordination, and all Avoidance Actions) of any of the Debtors and/or their estates that are pending or may be asserted against any Entity on or after the date hereof, based in law or equity, including, but not limited to, under the Bankruptcy Code, whether known, unknown, reduced to judgment, not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured and whether asserted or assertable directly or derivatively, in law, equity or otherwise and whether asserted or unasserted as of the date of entry of the Confirmation Order.

1.56 **CCB-1 Common Securities:** The common securities set forth on Exhibit "A" hereto.

1.57 **CCB-1 Guarantees:** The guarantees issued and delivered by WMI in accordance with the terms and conditions of the CCB-1 Guarantee Agreements, and set forth on Exhibit "A" hereto.

1.58 **CCB-1 Guarantees Claim:** An Unsecured Claim arising from or relating to the CCB-1 Guarantees.

1.59 **CCB-1 Guarantee Agreements:** Those certain agreements titled "Guarantee of Washington Mutual, Inc.," dated as of November 1, 2007, pursuant to which WMI guaranteed payment of the obligations and liabilities of WMB under certain agreements and related securities issued by the CCB Capital Trust IV, CCB Capital Trust V, CCB Capital Trust VII, and CCB Capital Trust VIII.

1.60 **CCB-1 Preferred Securities:** The preferred securities set forth on Exhibit "A" hereto.

1.61 **CCB-1 Trustee:** Wilmington Trust Company, as Trustee, or its duly appointed successor, solely in its capacity as trustee with regard to each of the CCB-1 Guarantee Agreements.

1.62 **CCB-2 Common Securities:** The common securities set forth on Exhibit "B" hereto.

1.63 **CCB-2 Guarantees:** The guarantees issued and delivered by WMI in accordance with the terms and conditions of the CCB-2 Guarantee Agreements, and set forth on Exhibit “B” hereto.

1.64 **CCB-2 Guarantees Claim:** An Unsecured Claim arising from or relating to the CCB-2 Guarantees.

1.65 **CCB-2 Guarantee Agreements:** Those certain agreements titled “Guarantee of Washington Mutual, Inc.,” dated as of November 1, 2007, pursuant to which WMI guaranteed payment of the obligations and liabilities of WMB under certain agreements and related securities issued by the HFC Capital Trust I, CCB Capital Trust VI, and CCB Capital Trust IX.

1.66 **CCB-2 Preferred Securities:** The preferred securities set forth on Exhibit “B” hereto.

1.67 **CCB-2 Trustees:** Wilmington Trust Company, as Trustee, and Deutsche Bank Trust Company Americas, as Trustee, or their duly appointed successors, solely in their capacities as trustees with regard to each of the CCB-2 Guarantee Agreements.

1.68 **CCB Releasees:** Collectively, and in the event that CCB-1 Guarantees Claims, CCB-2 Guarantees Claims and Postpetition Interest Claims with respect to each of the foregoing Claims are not paid in full in accordance with the provisions of the Plan, each holder of record or beneficial owner of an Allowed CCB-1 Guarantees Claim or an Allowed CCB-2 Guarantees Claim, and any Affiliate of such Entities which, during the Chapter 11 Cases, owned, invested or acquired a CCB-1 Guarantees Claim or a CCB-2 Guarantees Claim, and each of their respective officers, directors, partners, equity investors, investment managers, management companies, members, employees and, solely to the extent as counsel to a holder of record or beneficial owner of an Allowed CCB-1 Guarantees Claim or an Allowed CCB-2 Guarantees Claim with respect to the Debtors’ Chapter 11 Cases, attorneys.

1.69 **CDTSC:** California Department of Toxic Substances Control.

1.70 **Chapter 11 Cases:** The jointly administered cases commenced by the Debtors styled as In re Washington Mutual, Inc., et al. and being jointly administered in the Bankruptcy Court, Case No. 08-12229 (MFW), under chapter 11 of the Bankruptcy Code.

1.71 **Claim:** Any right to payment or performance, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured, known or unknown or asserted or unasserted; or any right to an equitable remedy for breach or enforcement of performance, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured, and all debts, suits, damages, rights, remedies, losses, liabilities, obligations, judgments, actions, causes of action, demands, or claims of every kind or nature whatsoever, in law, at equity, or otherwise.

1.72 **Class:** A category of holders of Claims or Equity Interests set forth in Article IV of the Plan.

1.73 **Common Equity Interest:** Collectively, (a) an Equity Interest represented by the 3,000,000,000 authorized shares of common stock of WMI, including, without limitation, one of the 1,704,958,913 shares of common stock of WMI issued and outstanding as of the Petition Date, or any interest or right to convert into such an Equity Interest or acquire any Equity Interest of WMI that was in existence immediately prior to or on the Petition Date or (b) a Claim, other than with respect to the Dime Warrants, which pursuant to a Final Order, has been subordinated to the level of Equity Interest in accordance with section 510 of the Bankruptcy Code or otherwise.

1.74 **Common Stock Allotment:** Ten Million (10,000,000) shares of Reorganized Common Stock, representing five percent (5%) of the issued and outstanding Reorganized Common Stock as of the Effective Date.

1.75 **Confirmation Date:** The date on which the Clerk of the Bankruptcy Court enters the Confirmation Order on the docket.

1.76 **Confirmation Hearing:** The hearing conducted by the Bankruptcy Court pursuant to section 1128(a) of the Bankruptcy Code to consider confirmation of the Plan, as such hearing may be adjourned or continued from time to time.

1.77 **Confirmation Order:** The order of the Bankruptcy Court confirming the Plan in accordance with section 1129 of the Bankruptcy Code, approving the compromise and settlement set forth in the Global Settlement Agreement and directing the consummation of the transactions contemplated therein, which order shall be in form and substance reasonably satisfactory to the Debtors, JPMC, the Creditors' Committee, the Equity Committee, the FDIC Receiver, FDIC Corporate and AAOC; provided, however, that, with respect to provisions of the Confirmation Order that affect or otherwise relate to (a) the economic substance of the Plan, (b) the withdrawal and vacatur of the September Order, to the extent relating to the Standing Motion, and certain portions of the September Opinion, as set forth in Section 36.1(a)(11) of the Plan, and (c) the releases provided in Sections 41.5 and 41.6 the Plan, such order shall be in form and substance satisfactory to the foregoing parties and the WMI Noteholder Group as represented by White & Case LLP.

1.78 **Convenience Claim:** A Claim equal to or less than Fifty Thousand Dollars (\$50,000.00) or greater than Fifty Thousand Dollars (\$50,000.00) but, with respect to which, the holder thereof voluntarily reduces such Claim to Fifty Thousand Dollars (\$50,000.00) on the Ballot; provided, however, that, for purposes of the Plan and the distributions to be made hereunder, "Convenience Claim" shall not include (i) an Administrative Expense Claim, (ii) a Priority Tax Claim, (iii) a Priority Non-Tax Claim, (iv) a Senior Notes Claim, (v) a Senior Subordinated Notes Claim, (vi) any JPMC Assumed Liability Claim, (vii) a WMB Vendor Claim, (viii) a WMI Vendor Claim, (ix) a CCB-1 Guarantees Claim, (x) a CCB-2 Guarantees Claim, (xi) a PIERS Claim, (xii) a WMB Notes Claim, (xiii) a Subordinated Claim, (xiv) a Trustee Claim, (xv) a Late-Filed Claim, and (xvi) any other Claim that is a component of a larger Claim, portions of which may be held by one or more holders of Allowed Claims.

1.79 **Credit Facility:** The credit facility to be entered into by Reorganized WMI on the Effective Date providing for the funding of, among other things, working capital,



permitted acquisitions and permitted originations by Reorganized WMI, as referenced in Section 32.11 of the Plan and fully set forth in the Credit Agreement annexed hereto as Exhibit “C”.

1.80 **Creditor:** Any Entity holding a Claim against one or more of the Debtors or the Debtors’ estates or, pursuant to section 102(2) of the Bankruptcy Code, against property of the Debtors, including, without limitation, a Claim against either one of the Debtors or Debtors in Possession of a kind specified in section 502(g), 502(h), or 502(i) of the Bankruptcy Code.

1.81 **Creditor Cash:** On the Effective Date (or as soon as practicable thereafter when the Disbursing Agent is prepared to make its initial distribution pursuant to Section 31.1 of the Plan), the excess, if any, of (i) all Cash and Cash Equivalents to be distributed by the Disbursing Agent in accordance with the Plan over (ii) such amounts of Cash (a) reasonably determined by the Disbursing Agent as necessary to satisfy, in accordance with the terms and conditions of the Plan, Allowed Administrative Expense Claims, Allowed Priority Tax Claims (to the extent necessary), Allowed Priority Non-Tax Claims, Allowed Convenience Claims, Trustee Claims, the fees and expenses owed to certain Creditors’ professionals pursuant to Section 41.18 herein, and fees and expenses of the Disbursing Agent as of the Effective Date, (b) necessary to fund the Liquidating Trust in accordance with Article XXVII of the Plan, as reasonably determined by the Debtors, (c) necessary to make pro rata distributions to holders of Disputed Claims as if such Disputed Claims were, at such time, Allowed Claims, (d) necessary to make pro rata distributions to holders of Administrative Expense Claims that have not yet been filed or Allowed as of the Effective Date, and (e) such other amounts reasonably determined by the Disbursing Agent (in consultation with the Liquidating Trustee) as necessary to fund the ongoing operations of the Liquidating Trust during the period from the Effective Date up to and including such later date as the Disbursing Agent shall reasonably determine; provided, however, that “Creditor Cash” shall include Cash in the Vendor Escrow only to the extent of WMI’s share of Cash remaining in such escrow after payment of Allowed WMI Vendor Claims.

1.82 **Creditors’ Committee:** The official committee of unsecured creditors appointed in the Chapter 11 Cases pursuant to section 1102(a) of the Bankruptcy Code.

1.83 **Debtors:** WMI and WMI Investment.

1.84 **Debtors’ Claims:** The proof of claim filed by the Debtors and each of WMI’s direct and indirect non-banking subsidiaries, on December 30, 2008, with the FDIC Receiver in connection with WMB’s receivership, asserting claims on behalf of the Debtors’ chapter 11 estates, and as asserted in the WMI Action.

1.85 **Debtors in Possession:** The Debtors as debtors in possession pursuant to sections 1101(1), 1107(a), and 1108 of the Bankruptcy Code.

1.86 **Dime Inc.:** Dime Bancorp, Inc.

1.87 **Dime Warrant Litigation:** That certain litigation styled Broadbill Investment Corp., et al. v. Washington Mutual, Inc., Adversary Pro. No. 10-50911 (MFW), currently pending in the Bankruptcy Court.

1.88 **Dime Warrants:** Those certain Litigation Tracking Warrants™ for shares of Dime Inc. common stock based on the value of the recovery in the Anchor Litigation, which warrants, as a result of the merger of Dime Inc. into WMI, are exchangeable for and into shares of Common Equity Interests in WMI upon certain conditions.

1.89 **Disbursing Agent:** With respect to (a) the initial distribution of (i) Cash pursuant to Article III of the Plan to holders of Allowed Administrative Expense Claims and, to the extent applicable, Allowed Priority Tax Claims as of the Effective Date, (ii) Cash to holders of Allowed Priority Non-Tax Claims as of the Effective Date, (iii) Cash to holders of Allowed Convenience Claims, Allowed WMI Claims, Allowed Trustee Claims, and the fees and expenses owed to certain Creditors' professionals pursuant to Section 41.18 hereof, in each case as of the Effective Date, (iv) Creditor Cash pursuant to Section 31.1 hereof, and (v) Runoff Notes, Liquidating Trust Interests and Reorganized Common Stock to or for the benefit of holders of Allowed Claims and Equity Interests, as applicable, the Reorganized Debtors or the Reorganized Debtors' designee and (b) with respect to all other distributions, the Liquidating Trustee or any Entity in its capacity as a disbursing agent. The Disbursing Agent also shall, at the election of JPMC, make the distribution to each Releasing REIT Trust Holder set forth in Article XXIII of the Plan from Cash or stock transferred by JPMC to the Disbursing Agent for that purpose. In their role as Disbursing Agent, the Reorganized Debtors shall hold Cash, Creditor Cash, Runoff Notes, Reorganized Common Stock and Liquidating Trust Interests as agent only, and shall not have any ownership interest in such cash, stock or interests.

1.90 **Disclosure Statement:** The disclosure statement relating to the Plan and approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code.

1.91 **Disclosure Statement Order:** The Final Order of the Bankruptcy Court approving the Disclosure Statement in accordance with section 1125 of the Bankruptcy Code.

1.92 **Disputed Accounts:** The amounts and intercompany balances identified with the account numbers set forth on Exhibit "E" to the Global Settlement Agreement.

1.93 **Disputed Claim:** A Claim against the Debtors, to the extent the allowance of such Claim is the subject of a timely objection or request for estimation in accordance with the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Confirmation Order, or is otherwise disputed by the Debtors in accordance with applicable law, and which objection, request for estimation, or dispute has not been withdrawn, with prejudice, or determined by a Final Order.

1.94 **Disputed Equity Escrow:** The escrow created on the Effective Date to hold such shares of Reorganized Common Stock allocable to any Disputed Equity Interest, including, but not limited to, Dime Warrants until such time as the Dime Warrant Litigation is determined, pursuant to a Final Order, or a compromise and settlement is approved by the Bankruptcy Court.

1.95 **Disputed Equity Interest:** An Equity Interest in or Claim against the Debtors (which Claim is or has been determined by the Bankruptcy Court to be subject to subordination to the level of Common Equity Interest in accordance with section 510 of the

Bankruptcy Code), including, without limitation, holders of restricted shares of Common Equity Interests, to the extent the allowance of such Equity Interest is the subject of a timely objection in accordance with the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Confirmation Order, or as otherwise disputed by the Debtors in accordance with applicable law, and which objection or dispute has not been withdrawn, with prejudice, or determined by a Final Order.

1.96 **Distribution Record Date:** The Effective Date.

1.97 **Effective Date:** The first (1st) Business Day on which (i) all of the conditions precedent to confirmation of the Plan specified in Section 36.1 of the Plan shall have been satisfied or waived, as provided in Section 36.2 of the Plan, and (ii) all the conditions precedent to the effectiveness of the Plan specified in Section 37.1 of the Plan shall have been satisfied or waived as provided in Section 37.2 of the Plan.

1.98 **Entity:** A Person, a corporation, a general partnership, a limited partnership, a limited liability company, a limited liability partnership, an association, a joint stock company, a joint venture, an estate, a trust, an unincorporated organization, a governmental unit or any subdivision thereof, including, without limitation, the office of the United States Trustee, or any other entity.

1.99 **Equity Committee:** The official committee of equity security holders appointed in the Chapter 11 Cases.

1.100 **Equity Committee Adversary Proceeding:** The adversary proceeding commenced in the Chapter 11 Cases by the Equity Committee, styled Official Committee of Equity Security Holders v. Washington Mutual, Inc., Adversary Pro. No. 10-50731 (MFW).

1.101 **Equity Committee Action to Compel:** The action commenced by the Equity Committee on April 26, 2010 in the Thurston County Superior Court in the state of Washington seeking to compel WMI to convene and hold an annual shareholders' meeting for the nomination and election of directors in accordance with Washington state law, which action was (i) removed to the United States Bankruptcy Court for the Western District of Washington on May 13, 2010, and (ii) transferred to the Bankruptcy Court pursuant to an order, dated June 21, 2010.

1.102 **Equity Release Election Date:** The date established by the Bankruptcy Court and set forth in the Disclosure Statement Order for the submission by holders of Preferred Equity Interests and Common Equity Interests of executed releases in accordance with Section 41.6 of the Plan in order to be entitled to receive distributions pursuant to the Plan.

1.103 **Equity Interest:** The interest of any holder of one or more equity securities of WMI (including, without limitation, voting rights, if any, related to such equity securities) represented by issued and outstanding shares of common or preferred stock or other instrument evidencing a present ownership interest in WMI, whether or not transferable, or any option, warrant, or right, contractual or otherwise, to acquire any such interest, including, without limitation, unvested restricted stock.

1.104 **Estate Claims:** Any Claims and causes of action, regardless of whether asserted by the Debtors, the Liquidating Trust, the Creditors' Committee or the Equity Committee, whether known, unknown, reduced to judgment, not reduced to judgment, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured, and whether asserted or assertable directly or derivatively, in law, equity or otherwise, and whether asserted or unasserted as of the date of entry of the Confirmation Order, that (a) are based upon, relate to, or arise out of or in connection with, in whole or in part any act, omission, transaction, event or other circumstance relating to the Debtors and the Chapter 11 Cases, (b) exist on or prior to the Effective Date, and (c) are or may be asserted against (i) the AAOC Releasees with respect to any conduct or, (ii) any of (1) the PIERS Claims Releasees, (2) the Senior Notes Claims Releasees, (3) the Senior Subordinated Notes Claims Releasees and (4) the CCB Releasees with respect to (A) any and all Claims for equitable disallowance and equitable subordination, (B) any and all Claims with respect to any conduct undertaken during the period from and after the Petition Date and (C) any and all Claims with respect to conduct undertaken during the period prior to the Petition Date solely in their capacity as holders of any securities issued by the Debtors or their subsidiaries, including, without limitation, any claims for insider trading or violations of securities laws; provided, however, that, solely with respect to clause (ii) above, under no circumstances shall Estate Claims include (y) any Claims related to trading in the securities issued by the Debtors or their subsidiaries that are based on an allegation that such trading contributed to the failure of WMB or the commencement of the Chapter 11 Cases, including, without limitation, any Claims discussed on pages 330-338 of that certain Final Report of the Examiner, dated November 1, 2010, issued by Joshua R. Hochberg, appointed as Examiner in these Chapter 11 Cases, and (z) Preserved Avoidance Actions. For the avoidance of doubt, "Estate Claims" shall include, without limitation, (1) any claim relating to the trading of the Debtors' securities during the period from the Petition Date up to and including the Effective Date and (2) any claim for equitable subordination or equitable disallowance.

1.105 **FDIC Claim:** The proof of Claim filed by the FDIC Receiver against the Debtors and the Debtors' estates, in an unliquidated amount, which was assigned claim number 2140.

1.106 **FDIC Corporate:** The Federal Deposit Insurance Corporation, in its corporate capacity.

1.107 **FDIC Receiver:** The Federal Deposit Insurance Corporation, in its capacity as receiver for WMB.

1.108 **FDIC Stay Relief Motion:** That certain Motion of the Federal Deposit Insurance Corporation, as Receiver for Washington Mutual Bank, for an Order Modifying the Automatic Stay, filed by the FDIC Receiver in the Chapter 11 Cases, dated November 4, 2009 [Docket No. 1834], seeking relief from the automatic stay pursuant to section 362 of the Bankruptcy Code in order to exercise rights pursuant to Section 9.5 of the Purchase and Assumption Agreement.

1.109 **Final Order:** An order or judgment of a court of competent jurisdiction that has been entered on the docket maintained by the clerk of such court and has not been reversed, vacated, or stayed and as to which (i) the time to appeal, petition for certiorari, or move

for a new trial, reargument, or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for a new trial, reargument, or rehearing shall then be pending or, (ii) if an appeal, writ of certiorari, new trial, reargument, or rehearing thereof has been sought, (a) such order or judgment shall have been affirmed by the highest court to which such order was appealed, certiorari shall have been denied, or a new trial, reargument, or rehearing shall have been denied or resulted in no modification of such order and (b) the time to take any further appeal, petition for certiorari, or move for a new trial, reargument, or rehearing shall have expired; provided, however, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or the Local Bankruptcy Rules, may be filed relating to such order shall not prevent such order from being a Final Order, except as provided in the Federal Rules of Appellate Procedure, the Bankruptcy Rules, or the Local Bankruptcy Rules.

1.110 **Fixed Rate Notes:** Those Senior Notes issued pursuant to the Senior Notes Indenture having a fixed rate of interest.

1.111 **Floating Rate Notes:** Those Senior Notes issued pursuant to the Senior Notes Indenture having a floating rate of interest.

1.112 **FSB:** Washington Mutual Bank fsb.

1.113 **General Unsecured Claim:** An Unsecured Claim against the Debtors other than a Senior Notes Claim, a Senior Subordinated Notes Claim, a JPMC Assumed Liability Claim, a WMB Vendor Claim, a WMI Vendor Claim, a CCB-1 Guarantees Claim, a CCB-2 Guarantees Claim, a PIERS Claim, a WMB Notes Claim, a Convenience Claim, a Subordinated Claim, a Late-Filed Claim, or a Trustee Claim, including, without limitation, any portion of a larger claim to the extent such portion does not relate to JPMC Assumed Liabilities.

1.114 **Global Settlement Agreement:** That certain Second Amended and Restated Settlement Agreement, dated as of February 7, 2011, by and among the Debtors, the JPMC Entities, the FDIC Receiver, FDIC Corporate, and the Creditors' Committee, as it has been and may be further amended, together with all exhibits annexed thereto, setting forth the compromise and settlement between the parties of, among other things, (i) the WMI Action, (ii) the JPMC Action, (iii) the Turnover Action, (iv) the Rule 2004 Inquiry, (v) the Debtors' Claims, (vi) the JPMC Claims, (vii) the Bankruptcy Stay Motions and the appeals therefrom, (viii) the FDIC Claim, and (ix) the transfer of the Trust Preferred Securities and the consequent issuance of the REIT Series, and the sale, free and clear of all Liens, Claims and encumbrances, of the Plan Contribution Assets, a copy of which is annexed hereto as Exhibit "I".

1.115 **Guarantee Agreements:** The CCB-1 Guarantee Agreements, CCB-2 Guarantee Agreements, and PIERS Guarantee Agreement.

1.116 **Indentures:** The Senior Notes Indenture, the Senior Subordinated Notes Indenture, and the Junior Subordinated Notes Indenture.

1.117 **Information Demands:** Any and all subpoenas and other demands for documents, testimony and other information issued in connection with any current or future

pending or threatened legal proceedings (whether judicial, regulatory, administrative, arbitral, investigative, criminal, civil, or otherwise).

1.118 **Intercompany Claim**: A Claim against any of the WMI Entities held by another of the WMI Entities; provided, however, that “Intercompany Claim” does not include any PIERS Claim.

1.119 **Intercompany Notes**: Those certain intercompany notes set forth on Exhibit “V” to the Global Settlement Agreement.

1.120 **IRC**: The Internal Revenue Code of 1986, as amended from time to time.

1.121 **Intercreditor Interest Claim**: A Claim for interest accrued in respect of an outstanding obligation or liability during the period from the Petition Date up to and including the date of final payment in full of such Claim, arising from contractual subordination rights and payable in accordance with the Subordination Model attached hereto as Exhibit “H”, as required by section 510(a) of the Bankruptcy Code, calculated at the contract rate set forth in any agreement related to such Claim, compounded as provided in such agreement, provided that interest shall continue to accrue only on the then outstanding and unpaid obligation or liability that is the subject of such Claim.

1.122 **IRS**: The Internal Revenue Service, an agency of the United States Department of Treasury.

1.123 **January Opinion**: That certain Opinion, dated January 7, 2011, issued by the Bankruptcy Court with respect to, among other things, the confirmability of the Sixth Amended Plan and the solicitation of acceptances and releases in connection with the Sixth Amended Plan [Docket No. 6528].

1.124 **JPMC**: JPMorgan Chase Bank, N.A.

1.125 **JPMC Action**: The adversary proceeding commenced in the Chapter 11 Cases by JPMC, styled JPMorgan Chase Bank, N.A. v. Washington Mutual, Inc., et al., Adversary Pro. No. 09-50551 (MFW).

1.126 **JPMC Allowed Unsecured Claim**: Collectively, the JPMC Claims, which shall be deemed an Allowed Claim against WMI and shall be classified with and treated in the same manner as other Allowed General Unsecured Claims pursuant to the Plan; provided, however, that, in the sole and absolute discretion of the Debtors, for purposes of the Global Settlement Agreement, each Allowed Claim constituting the JPMC Allowed Unsecured Claim may be counted as a separate claim for purposes of voting to accept or reject the Plan.

1.127 **JPMC Assumed Liabilities**: Collectively, and except as otherwise set forth in the Global Settlement Agreement, the obligations, undertakings and liabilities expressly assumed by JPMC and the Acquisition JPMC Entities in the Global Settlement Agreement, as follows: (a) to the extent payment or performance of such liability or obligation arising from or relating to the period from and after the effective date of the Global Settlement Agreement, all obligations, undertakings and liabilities relating to such payment or performance, and (b) to the

extent payment or performance of such liability or obligation was due during the period prior to the effective date of the Global Settlement Agreement, all obligations, undertakings and liabilities relating to such payment or performance to the extent of, and in the amounts of, the contractual obligations, undertakings and liabilities arising from or relating to such obligations, undertakings and liabilities; provided, however, that, for purposes of clause (b) above, or to the extent that the delay in payment or performance thereof was due to the actions or inactions, as the case may be, of the WMI Entities, “JPMC Assumed Liabilities” shall not include (i) any damages or compensation for any default, failure to perform or delay in the performance or payment of any obligations, undertakings, or liabilities in connection with such assets or agreements, whether or not provided for in any agreement, document, applicable provision of law or otherwise, (ii) any damages, losses, liabilities, claims or causes of action that are based in tort or on any statute, regulation, rule or principle of applicable or common law or promulgated by governmental or regulatory authority or agency, or that otherwise are extra contractual, (iii) any special, exemplary, consequential or punitive damages, or (iv) Taxes other than Taxes that JPMC has specifically agreed to pay pursuant to Section 2.4 of the Global Settlement Agreement.

1.128 **JPMC Assumed Liability Claim:** A Claim arising from or relating to a JPMC Assumed Liability.

1.129 **JPMC Claims:** The proofs of Claim filed by JPMC against the Debtors and the Debtors’ estates, as listed in Exhibit “A” to the Global Settlement Agreement and as resolved in accordance with Section 2.22 of the Global Settlement Agreement.

1.130 **JPMC Entities:** JPMC, collectively with those of its Affiliates that have filed proofs of Claims against the Debtors or that are Acquisition JPMC Entities.

1.131 **JPMC Policies:** All BOLI/COLI policies and the proceeds thereof set forth on Exhibit “N” to the Global Settlement Agreement, and all CCBI split dollar policies set forth on Exhibit “O” to the Global Settlement Agreement.

1.132 **JPMC Rabbi Trust/Policy Claim:** Any Claim against the Debtors and their chapter 11 estates set forth on Schedule 2.9(a) to the Global Settlement Agreement filed by a beneficiary of the JPMC Rabbi Trusts or the JPMC Policies, to the extent such Claim constitutes an Allowed JPMC Assumed Liability Claim and to the extent payable, in whole or in part, by the Debtors or the Debtors’ chapter 11 estates.

1.133 **JPMC Rabbi Trusts:** The “rabbi trusts” set forth on Exhibit “M” to the Global Settlement Agreement, including all assets therein.

1.134 **Junior Subordinated Notes Indenture:** That certain Indenture, dated as of April 30, 2001, as supplemented by that certain First Supplemental Indenture, dated as of April 30, 2001, between WMI and The Bank of New York Mellon Trust Company, N.A., as Trustee.

1.135 **Lakeview Plan:** That certain Retirement Income Plan for the Salaried Employees of Lakeview Savings Bank, which plan is intended to satisfy the tax requirements of Section 401 of the IRC and is sponsored by WMI.

1.136 **Late-Filed Claim:** A Claim against any of the Debtors or the Debtors' estates, (i) proof of which was filed subsequent to the date designated by the Bankruptcy Court as the last date for filing such proof of claim against any such Debtor or such Debtors' estate, but prior to the commencement of the Confirmation Hearing, and which is not merely amending or superseding a Claim that was filed prior to such date, and (ii) which has not been listed by such Debtor in its Schedules as liquidated in amount and not disputed or contingent.

1.137 **Lien:** Any charge against or interest in property to secure payment of a debt or performance of an obligation.

1.138 **Liquidating Trust:** The Entity to be created on or after the Confirmation Date in accordance with the provisions of Article XXVII hereof and the Liquidating Trust Agreement, for the benefit of (i) holders of Allowed Senior Notes Claims, Allowed Senior Subordinated Notes Claims, Allowed General Unsecured Claims, Allowed CCB-1 Guarantees Claims, Allowed CCB-2 Guarantees Claims, Allowed PIERS Claims, Allowed WMB Senior Notes Claims, Allowed Late-Filed Claims, and Allowed Subordinated Claims, (ii) Accepting Non-Filing WMB Senior Note Holders, and (iii) in certain circumstances, holders of Preferred Equity Interests, Dime Warrants and Common Equity Interests, in accordance with the terms and provisions of the Plan.

1.139 **Liquidating Trust Agreement:** The Liquidating Trust Agreement, substantially in the form contained in the Plan Supplement, pursuant to which the Liquidating Trustee shall manage and administer the Liquidating Trust Assets and distribute the proceeds thereof, if any.

1.140 **Liquidating Trust Assets:** From and after the Effective Date, all Assets of the Debtors (including, without limitation, certain Plan Contribution Assets and such Runoff Notes which are either (a) not distributed on the Effective Date or (b) placed into the Liquidating Trust Claims Reserve) except (i) Cash to be distributed by the Reorganized Debtors as Disbursing Agent to holders of Allowed Administrative Expense Claims, Allowed Priority Tax Claims (to the extent applicable), Allowed Priority Non-Tax Claims, Allowed Convenience Claims, Allowed WMI Vendor Claims, Allowed Trustee Claims, and the fees and expenses owed to certain Creditors' professionals pursuant to Section 41.18 herein, in each case as of the Effective Date, (ii) Cash necessary to reimburse the Reorganized Debtors for fees and expenses incurred in connection with initial distributions made by the Reorganized Debtors as Disbursing Agent, (iii) the economic interest retained by the Debtors in any Litigation Proceeds pursuant to the respective elections for Reorganized Common Stock, and (iv) Creditor Cash on the Effective Date and the equity interests in each of WMI Investment (all the assets of which, for the avoidance of doubt, shall be contributed to the Liquidating Trust, including any Intercompany Claims), WMMRC and WMB.

1.141 **Liquidating Trust Beneficiaries:** The (i) holders of Allowed Senior Notes Claims, Allowed Senior Subordinated Notes Claims, Allowed General Unsecured Claims, Allowed CCB-1 Guarantees Claims, Allowed CCB-2 Guarantees Claims, Allowed PIERS Claims, Allowed Late-Filed Claims, and Allowed WMB Senior Notes Claims, (ii) Accepting Non-Filing WMB Senior Note Holders, and (iii) in certain circumstances, holders of Allowed Subordinated Claims, Preferred Equity Interests, Dime Warrants and Common Equity Interests,



to the extent such holders have received Liquidating Trust Interests under the Plan (and any transferee thereof, and any subsequent transferee of any transferor of Liquidating Trust Interests in accordance with the provisions of Section 27.8 of the Plan).

1.142 **Liquidating Trust Claims Reserve:** Any Liquidating Trust Assets allocable to, or retained on account of, Disputed Claims, even if held in commingled accounts.

1.143 **Liquidating Trustee:** William C. Kosturos, as “Managing Trustee,” CSC Trust Company of Delaware, as “Resident Trustee,” and such additional trustee(s) as may be appointed by the Trust Advisory Board in accordance with applicable law.

1.144 **Liquidating Trust Interests:** The beneficial interests in the Liquidating Trust allocable to certain holders of Allowed Claims and Equity Interests (and any transferee thereof, and any subsequent transferee of any transferor of Liquidating Trust Interests) in accordance with the terms and conditions of Article XXVII of the Plan, including, without limitation, the BB Liquidating Trust Interests; provided, however, that (i) the BB Liquidating Trust Interests shall only be distributed to holders of Allowed WMB Senior Notes Claims and Accepting Non Filing WMB Senior Note Holders and (ii) for purposes of distributing Liquidating Trust Interests, “Pro Rata Share” shall not include the BB Liquidating Trust Interests.

1.145 **Litigation Proceeds:** Recoveries, net of related legal fees and other expenses, on account of Causes of Action against third parties, including, without limitation, and subject to the release and exculpation provisions herein, professionals and other advisors engaged by the Debtors on or prior to the Petition Date, officers, directors and employees and relating to actions taken or inactions, as the case may be, during the period prior to the Petition Date, but, expressly excluding recoveries on account of any Avoidance Actions.

1.146 **Litigation Proceeds Interest:** The interest of a holder of a Claim or Equity Interest in the Litigation Proceeds by virtue of such holder’s right to receive Liquidating Trust Interests pursuant to the Plan.

1.147 **Local Bankruptcy Rules:** The Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware, as amended from time to time.

1.148 **Modified Plan:** The Modified Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated February 7, 2011, as amended.

1.149 **Non-Filing WMB Senior Note Holder:** A holder of a WMB Senior Note who did not timely file a proof of Claim against the Debtors.

1.150 **Non-Filing WMB Senior Note Holders Election Form:** The form distributed to each Non-Filing WMB Senior Note Holder in connection with the solicitation of acceptances with respect to the Sixth Amended Plan on which each such holder indicated, among other things, whether or not such holder elects to grant certain releases (as described therein and

in the Plan) in order to share in their Pro Rata Share of BB Liquidating Trust Interests, as set forth in Section 21.1(b) of the Plan.

1.151 **Original Disclosure Statement Order:** The Final Order of the Bankruptcy Court, dated October 21, 2010, (a) approving the adequacy of the information contained in the disclosure statement associated with the Sixth Amended Plan and (b) establishing, among other things, the solicitation procedures with respect to the Sixth Amended Plan, including, without limitation, procedures for holders of REIT Series to elect to receive distributions pursuant to the Sixth Amended Plan.

1.152 **Other Benefit Plan Claim:** Any Claim against the Debtors set forth on Schedule 2.9(c) to the Global Settlement Agreement filed by a beneficiary of a benefit plan listed on Exhibit “P” to the Global Settlement Agreement, to the extent such Claim constitutes an Allowed JPMC Assumed Liability Claim.

1.153 **Other Subordinated Claim:** A Claim determined pursuant to a Final Order to be subordinated in accordance with section 510(b), to the extent that such Claim related to the purchase or sale of a debt security (rather than an equity security), or 510(c) of the Bankruptcy Code; provided, however, that “Other Subordinated Claim” shall not include Allowed Senior Notes Claims, Allowed Senior Subordinated Notes Claims, Allowed JPMC Assumed Liability Claims, Allowed WMB Vendor Claims, Allowed WMI Vendor Claims, Allowed Convenience Claims, Allowed CCB-1 Guarantees Claims, Allowed CCB-2 Guarantees Claims, Allowed PIERS Claims, and Allowed Trustee Claims; and, provided, further, that, any Claim related to the purchase or sale of an equity security that is subordinated in accordance with section 510(b) of the Bankruptcy Code shall be classified with and receive the treatment provided for the Preferred Equity Interests or Common Equity Interests, as appropriate.

1.154 **Penalty Claim:** A Claim for a fine, penalty, forfeiture, or for multiple, exemplary, or punitive damages, or otherwise not predicated upon compensatory damages, that is subject to subordination in accordance with section 726(a)(4) of the Bankruptcy Code or otherwise, as determined pursuant to a Final Order.

1.155 **Pension Plans:** The WaMu Pension Plan and the Lakeview Plan.

1.156 **Person:** An individual, partnership, corporation, limited liability company, cooperative, trust, unincorporated organization, association, joint venture, government, or agency or political subdivision thereof, or any other form of legal entity.

1.157 **Petition Date:** September 26, 2008, the date on which each of the respective Debtors filed its voluntary petition for relief commencing the Chapter 11 Cases.

1.158 **PIERS Claim:** An Unsecured Claim arising from or related to the PIERS Trust Agreement, the PIERS Guarantee Agreement and the Junior Subordinated Notes Indenture, on account of the PIERS Common Securities or the PIERS Preferred Securities.

1.159 **PIERS Claims Releasees:** Each holder of record or beneficial owner of an Allowed PIERS Claim, and any Affiliate of such Entities which, during the Chapter 11 Cases, owned, invested or acquired PIERS Claims, and each of their respective officers, directors,

partners, equity investors, investment managers, management companies, members, employees and, solely to the extent as counsel to a holder of record or beneficial owner of an Allowed PIERS Claim with respect to the Debtors' Chapter 11 Cases, attorneys.

1.160 **PIERS Common Securities:** The common securities set forth on Exhibit "D" hereto.

1.161 **PIERS Guarantee Agreement:** That certain Guarantee Agreement, dated as of April 30, 2001, as amended by that certain Amendment No. 1 to the Guarantee Agreement, dated as of May 16, 2001, between WMI, as Guarantor, and The Bank of New York, as Guarantee Trustee.

1.162 **PIERS Preferred Securities:** The preferred securities set forth on Exhibit "D" hereto.

1.163 **PIERS Trust Agreement:** That certain Amended and Restated Declaration of Trust, Washington Mutual Capital Trust 2001, dated as of April 30, 2001.

1.164 **PIERS Trustee:** Wells Fargo Bank, National Association, solely in its capacity as successor in interest to The Bank of New York Mellon Trust Company, N.A., solely in its capacity as successor in interest to The Bank of New York, or its duly appointed successor, as Trustee and as Guarantee Trustee, solely in its capacity as trustee with regard to the Junior Subordinated Notes Indenture and the PIERS Guarantee Agreement.

1.165 **Plan:** This Seventh Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, including, without limitation, the exhibits and schedules hereto, as the same may be amended, supplemented, or modified from time to time in accordance with the provisions of the Bankruptcy Code and the terms hereof.

1.166 **Plan Contribution Assets:** All right, title and interest of the WMI Entities, the JPMC Entities, and the FDIC Receiver and FDIC Corporate in and to the assets set forth on Exhibit "G" to the Global Settlement Agreement, which shall be sold, pursuant to the Plan and as required by the Global Settlement Agreement, free and clear of all Liens, Claims and encumbrances.

1.167 **Plan Supplement:** A separate volume, to be filed with the clerk of the Bankruptcy Court, including, among other documents, forms of (i) the Liquidating Trust Agreement, (ii) the Reorganized Debtors By-laws, if applicable, (iii) (A) the Reorganized Debtors' Amended and Restated Articles of Incorporation and (B) the Reorganized Debtors' Certificates of Incorporation, if applicable, (iv) a schedule of executory contracts and unexpired leases to be assumed or assumed and assigned pursuant to Section 34.1 of the Plan, (v) a registration rights agreement (if any) with respect to the Reorganized Common Stock, (vi) the documents governing the Runoff Notes and (vii) the documents associated with the Credit Facility (other than the Credit Agreement annexed hereto as Exhibit "C"), which, in each case, shall be in form and substance reasonably satisfactory to the Debtors, the Creditors' Committee, the Equity Committee and AAOC; provided, however, that, with respect to documents associated with the Credit Facility, such documents shall be in form and substance satisfactory to all such parties. The Plan Supplement (containing drafts or final versions of the foregoing documents)

shall be filed with the clerk of the Bankruptcy Court as soon as practicable (but in no event later than fifteen (15) days) prior to the Ballot Date, or on such other date as the Bankruptcy Court establishes. The Plan Supplement shall be deemed incorporated into and part of the Plan as if set forth herein in full.

1.168 **Plan Support Agreement:** That certain Plan Support Agreement, dated as of October 6, 2010, by and among the Debtors and the Settlement WMB Senior Note Holders.

1.169 **Postpetition Interest Claim:** A Claim against any of the Debtors or the Debtors' estates for interest accrued in respect of an outstanding obligation or liability that is the subject of an Allowed Claim during the period from the Petition Date up to and including the date of final payment in full of such Allowed Claim, calculated at the federal judgment rate of 1.95%, the rate as in effect on the Petition Date, compounded annually, provided that interest shall continue to accrue only on the then outstanding and unpaid obligation or liability, including any postpetition interest compounded thereon, that is the subject of an Allowed Claim.

1.170 **Preferred Equity Interest:** An Equity Interest represented by an issued and outstanding share of preferred stock of WMI prior to or on the Petition Date, including, without limitation, those certain (i) Series K Perpetual Non-Cumulative Floating Rate Preferred Stock, (ii) Series R Non-Cumulative Perpetual Convertible Preferred Stock, and (iii) the REIT Series.

1.171 **Preserved Avoidance Actions:** An Avoidance Action that is, as of December 12, 2011, preserved by (a) a tolling agreement between the Creditors' Committee, the Equity Committee and/or the Debtors, on the one hand, and the target of such Avoidance Action, on the other hand, or (b) the litigation commenced by the Creditors' Committee, the Equity Committee and/or the Debtors against the target of any such Avoidance Action.

1.172 **Priority Non-Tax Claim:** A Claim entitled to priority in payment pursuant to section 507(a)(4), 507(a)(5), 507(a)(7), or 507(a)(9) of the Bankruptcy Code.

1.173 **Priority Tax Claim:** A Claim of a governmental unit against the Debtors of the kind entitled to priority in payment pursuant to sections 502(i) and 507(a)(8) of the Bankruptcy Code.

1.174 **Privileges:** All attorney-client privileges, work product protections, and other immunities or protections from disclosure held by the Debtors.

1.175 **Pro Rata Share:** With respect to Allowed Claims (i) within the same Class, the proportion that an Allowed Claim bears to the sum of all Allowed Claims within such Class, and (ii) among all Classes, the proportion that a Class of Allowed Claims bears to the sum of all Allowed Claims, without regard to subordination; provided, however, that, notwithstanding the foregoing, for purposes of distributing Creditor Cash and Liquidating Trust Interests, "Pro Rata Share" shall not include Administrative Expense Claims, Priority Tax Claims, Priority Non-Tax Claims, JPMC Assumed Liability Claims, WMB Vendor Claims, WMI Vendor Claims, WMB Senior Notes Claims, Convenience Claims, Subordinated Claims and Trustee Claims. With respect to redistributions of Liquidating Trust Interests to holders of Allowed Subordinated Claims, the proportion that an Allowed Subordinated Claim bears to the sum of all Allowed

Subordinated Claims; and, provided, further, that, with respect to distribution of BB Liquidating Trust Interests to holders of Allowed WMB Senior Notes Claims and Accepting Non-Filing WMB Senior Note Holders, “Pro Rata Share” shall mean the proportion that an Allowed WMB Senior Notes Claim or the aggregate face amount of WMB Senior Notes, plus interest accrued to the Petition Date, held by an Accepting Non-Filing WMB Senior Note Holder bears to the aggregate of (i) all Allowed WMB Senior Notes Claims and (ii) the aggregate face amount of WMB Senior Notes, plus interest accrued to the Petition Date, held by Accepting Non-Filing WMB Senior Note Holders; and, provided, further, that, with respect to any elections to receive Reorganized Common Stock, “Pro Rata Share” shall mean the proportion of the original principal amount of the Runoff Notes which a holder may be entitled to receive and for which such holder elected to be tendered bears to the sum of the original principal amount of the Runoff Notes which all holders may be entitled to receive and for which all holders elected to be tendered pursuant to Sections 6.2(b), 7.2(b), 16.1(b(ii)), 18.2(b), 19.2(b) and 20.2 of the Plan. With respect to Equity Interests, “Pro Rata Share” shall mean (i) within the same Class, the proportion that an Equity Interest bears to the sum of all Equity Interests within such Class, and (ii) among all Classes, the proportion that a Class of Equity Interests bears to the sum of all Equity Interests; provided, however, that, with respect to distributions of Reorganized Common Stock, “Pro Rata Share” shall mean (i) the proportion that an Equity Interest within the Class of Preferred Equity Interest, entitled to receive distributions in accordance with the provisions of Sections 23.1 and 41.6 of the Plan, bears to the sum of all Equity Interests in such Class which are entitled to receive distributions in accordance with the provisions of Sections 23.1 and 41.6 of the Plan or (ii) the proportion that an Equity Interest within the Class of either the Dime Warrants (if determined pursuant to a Final Order to be an Equity Interest or a Claim subordinated to the level of Common Equity Interests pursuant to section 510 of the Bankruptcy Code) or Common Equity Interests, entitled to receive distributions in accordance with the provisions of Sections 24.1, 25.1 and 41.6 of the Plan bears to the sum of all Equity Interests in such classes which are entitled to receive distributions in accordance with the provisions of Sections 24.1, 25.1 and 41.6 of the Plan.

1.176 **Purchase and Assumption Agreement:** That certain Purchase and Assumption Agreement, Whole Bank, dated September 25, 2008, between the FDIC Receiver, FDIC Corporate, and JPMC, as amended, modified or supplemented prior to the date hereof.

1.177 **Qualified Plan Claim:** Any Claim against the Debtors and their chapter 11 estates set forth on Schedule 2.10 to the Global Settlement Agreement filed by any Person arising from or relating to the WaMu Pension Plan or the Lakeview Plan, to the extent such Claim constitutes an Allowed JPMC Assumed Liability Claim.

1.178 **Receivership:** WMB’s receivership.

1.179 **Registry Funds:** The funds deposited into the registry of the Bankruptcy Court with respect to the American Savings Litigation.

1.180 **REIT Series:** Those certain (i) Series I Perpetual Non-Cumulative Fixed-to-Floating Preferred Stock, (ii) Series J Perpetual Non-Cumulative Fixed Rate Preferred Stock, (iii) Series L Perpetual Non-Cumulative Fixed-to-Floating Rate Preferred Stock, (iv) Series M

Perpetual Non- Cumulative Fixed-to-Floating Rate Preferred Stock, and (v) Series N Perpetual Non-Cumulative Fixed-to-Floating Rate Preferred Stock.

1.181 **Related Actions:** The “Related Actions,” as defined in the Global Settlement Agreement.

1.182 **Related Persons:** With respect to any Entity, its predecessors, successors and assigns (whether by operation of law or otherwise) and their respective present Affiliates and each of their respective current and former members, partners, equity holders, officers, directors, employees, managers, shareholders (other than holders of Equity Interests of WMI), partners, financial advisors, attorneys, accountants, investment bankers, consultants, agents and professionals (including, without limitation, any and all professionals retained by WMI or the Creditors’ Committee in the Chapter 11 Cases either (a) pursuant to an order of the Bankruptcy Court other than ordinary course professionals or (b) as set forth on Schedule 3.1(a) to the Global Settlement Agreement), or other representatives, nominees or investment managers, each acting in such capacity, and any Entity claiming by or through any of them (including their respective officers, directors, managers, shareholders, partners, employees, members and professionals), but, under all circumstances, excluding the “Excluded Parties,” as such term is defined in the Global Settlement Agreement.

1.183 **Released Claims:** Collectively, (a) with respect to those Entities party to the Global Settlement Agreement, claims and causes of action released thereunder, (b) claims or causes of action that arise in, relate to or have been or could have been asserted (i) in the Chapter 11 Cases, the Receivership or the Related Actions, or (ii) by the Debtors (with respect to releases given by the Debtors) and by Creditors relating to Claims or holders of Equity Interests relating to Equity Interests, as the case may be, they have against the Debtors (with respect to releases given by Creditors or holders of Equity Interests, as the case may be), and (c) claims that otherwise arise from or relate to the Receivership, the Purchase and Assumption Agreement, the 363 Sale and Settlement, as defined in the Global Settlement Agreement, the Plan, the Global Settlement Agreement, and the negotiations and compromises set forth in the Global Settlement Agreement and the Plan, including, without limitation, in connection with or related to any of the Debtors, the Affiliated Banks, and their respective subsidiaries, assets, liabilities, operations, property or estates, the assets to be received by JPMC pursuant to the Global Settlement Agreement, the Debtors’ Claims, the JPMC Claims, the FDIC Claim, 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, or 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); provided, however, that “Released Claims” does not include (1) any and all claims that the JPMC Entities, the Receivership, the FDIC Receiver and the FDIC Corporate are entitled to assert against each other or any other defenses thereto pursuant to the Purchase and Assumption Agreement, which claims and defenses shall continue to be governed by the Purchase and Assumption Agreement, (2) any and all claims held by Entities against WMB, the Receivership and the FDIC Receiver solely with respect to the Receivership, and (3) subject to the exculpation provisions set forth in the Plan, any avoidance action or claim objection regarding an Excluded Party or the WMI Entities, WMB, each of the Debtors’ estates, the Reorganized Debtors and

their respective Related Persons; and, provided, further, that “Released Claims” is not intended to release, nor shall it have the effect of releasing, any party from the performance of its obligations in accordance with the Confirmation Order or the Plan.

1.184 **Released Parties:** Collectively, each of the Debtors, WMB, each of the Debtors’ estates, the JPMC Entities, the FDIC Receiver and FDIC Corporate, and the Related Persons of each of the JPMC Entities, FDIC Corporate and the FDIC Receiver.

1.185 **Released Third Party Causes of Action:** Any Claims and causes of action, regardless of whether asserted by any of the parties executing and delivering a release in accordance with the provisions of Section 41.6 of the Plan, whether known, unknown, reduced to judgment, not reduced to judgment, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured, and whether asserted or assertable directly or derivatively, in law, equity or otherwise, and whether asserted or unasserted as of the date of entry of the Confirmation Order, that are based upon, relate to, or arise out of or in connection with, in whole or in part any act, omission, transaction, event or other circumstance relating to the Debtors and the Chapter 11 Cases and taking place or existing on or prior to the Effective Date, including, without limitation, (a) any such claim relating to the trading of the Debtors’ securities during the period from the Petition Date up to and including the Effective Date and (b) any claim for equitable subordination or equitable disallowance with respect to any Claims held by (i) the AAOC Releasees, (ii) the Senior Notes Claims Releasees, (iii) the Senior Subordinated Notes Claims Releasees, (iv) the PIERS Claims Releasees, and (v) the CCB Releasees against the Debtors or the Debtors’ chapter 11 estates.

1.186 **Releasing REIT Trust Holder:** A holder of REIT Series that (i) voted to accept the Sixth Amended Plan and, to the extent such holder is a holder of REIT Series as of the Voting Record Date with respect to solicitation of acceptances to the Plan, votes to accept the Plan and grants the releases set forth in Section 41.6 of the Plan, (ii) did not interpose an objection to confirmation of the Sixth Amended Plan as it related to the REIT Series or the Trust Preferred Securities, (iii) with respect to the Plan, does not otherwise interpose an objection to confirmation of the Plan as it relates to the REIT Series or the Trust Preferred Securities, (iv) acknowledges that JPMC or its designee is the sole legal, equitable and beneficial owner of the Trust Preferred Securities for all purposes and that such REIT Series holder has no legal, equitable or beneficial interest in the Trust Preferred Securities, and (v) in connection with the solicitation of acceptances to the Sixth Amended Plan, executed and delivered the release of claims against the “Releasees”, as set forth in Section 2.24 of the Global Settlement Agreement and as incorporated into the Ballots distributed to holders of REIT Series.

1.187 **Remaining Postpetition Interest Claim:** A Claim by a holder of an Allowed Senior Notes Claim with respect to Floating Rate Notes against any of the Debtors or the Debtors’ estates for interest accrued during the period from the Petition Date up to and including the date of final payment of such Claim, in an amount equal to (a) such holder’s Postpetition Interest Claim minus (b) such holder’s Intercreditor Interest Claim, all as set forth in the Subordination Model annexed hereto as Exhibit “H”.

1.188 **Reorganized Common Stock:** Subject to the provisions of Section 31.1(d) hereof, the Two Hundred Million (200,000,000) shares of duly authorized common stock

of Reorganized WMI to be issued as of the Effective Date, with a par value of \$0.00001 per share.

1.189 **Reorganized Debtors:** The Debtors from and after the Effective Date.

1.190 **Reorganized Debtors By-Laws:** The respective by-laws of the Reorganized Debtors, which by-laws shall be in substantially the form included in the Plan Supplement and shall be in form and substance reasonably satisfactory to the Creditors' Committee, the Equity Committee and AAOC.

1.191 **Reorganized Debtors Certificates of Incorporation:** The respective Amended and Restated Articles of Incorporation and Certificates of Incorporation, if applicable, of the Reorganized Debtors, which certificates shall be in substantially the form included in the Plan Supplement and shall be in form and substance reasonably satisfactory to the Creditors' Committee, the Equity Committee and AAOC.

1.192 **Reorganized WMI:** WMI, on and after the Effective Date, which shall include One Hundred Percent (100%) of the equity interests of WMI Investment, WMMRC and, subject to the abandonment of the equity interests of WMB, WMB.

1.193 **Rule 2004 Inquiry:** That certain discovery authorized by the Bankruptcy Court and conducted by the Debtors, pursuant to Bankruptcy Rule 2004, in order to facilitate the Debtors' inquiry into the existence of potential additional claims and causes of action of the Debtors and the Debtors' chapter 11 estates against JPMC.

1.194 **Rule 2019 Appeal:** The appeal filed on December 14, 2009 by the WMI Noteholders Group from the Bankruptcy Court order, dated December 2, 2009, granting JPMC's Motion to Compel the Washington Mutual, Inc. Noteholders Group to Comply with Rule 2019 of the Federal Rules of Bankruptcy.

1.195 **Runoff Indenture:** That certain Senior First Lien Notes Indenture, dated as of the Effective Date, to be executed and delivered in connection with the issuance of the Runoff Notes, substantially in the form annexed hereto as Exhibit "J".

1.196 **Runoff Notes:** The two series of non-recourse promissory notes to be issued on the Effective Date by Reorganized WMI and either (a) distributed to Entities electing distributions of Runoff Notes in lieu of Creditor Cash on the Effective Date or (b) to the extent unavailable for distribution to Entities in accordance with such elections, constituting Liquidating Trust Assets, in the aggregate original principal amount of One Hundred Forty Million Dollars (\$140,000,000.00), subject to the elections and reductions set forth in the Plan, maturing on the eighteenth (18th) anniversary of the Effective Date, bearing interest at the rate of thirteen percent (13%) per annum (payable in cash to the extent available and payable in kind through capitalization of accrued interest at the rate of thirteen percent (13%) per annum to the extent cash is unavailable), and, to the extent permitted by applicable law and upon regulatory approval with respect thereto, the repayment thereof secured by, and having a specified priority in right of payment in, as and to (1) a securities or deposit account into which Reorganized WMI shall deposit distributions of Runoff Proceeds and (2) the equity interest in either WMMRC or



such other Entity as holds the Trusts and their assets, to the extent a valid and perfected lien has been granted therein, all as more fully described in the Runoff Indenture.

1.197 **Runoff Proceeds:** Collectively, (a) all net premiums, reinsurance recoverables, net revenue resulting from commutation of insurance contracts, net interest income, reserve releases and other revenues derived from the reinsurance contracts, investments and other assets of the Trusts, minus, without duplication, (y) the reasonable and necessary costs and expenses of the Trusts and WMMRC (or its successor in interest upon closure of WMMRC's book of insurance) (including, but not limited to, general and administrative expenses, audit fees, required regulatory capital contributions (which capital contributions will be added back to the Runoff Proceeds if applicable regulations permit such distribution thereof), expenses of regulatory compliance, including all costs associated with the closure of WMMRC's book of insurance, expenses of administering the Runoff Indenture and Taxes) attributable to the administration of the Trusts or the assets thereof, and the collection of premiums and/or management of investments in connection therewith, which expenses shall include reasonable and customary expenses attributable to the foregoing paid under any administrative services agreement, investment management agreement or similar agreement, and (z) the claims paid for covered losses, plus (b) the proceeds from the foregoing received by WMMRC (or its successor in interest upon closure of WMMRC's book of insurance) or Reorganized WMI in cash, securities and/or other property from any sale, liquidation, merger or other disposition in respect of WMMRC (or its successor in interest upon closure of WMMRC's book of insurance) or its interests in the Trusts or the assets thereof. The inclusion of clause (b) of this Section 1.197 shall not be construed as a consent to any sale, liquidation, merger or other disposition or waiver of compliance with any covenant related thereto. For the avoidance of doubt, to the extent that WMI or WMMRC pays any such cost, capital contribution or expense described in clause (y), payment by WMI or WMMRC will be deemed a cost or expense of the Trusts.

1.198 **Runoff Threshold:** Runoff Notes in the original principal amount of Ten Million Dollars (\$10,000,000.00).

1.199 **Schedules:** Collectively, the schedules of assets and liabilities, schedules of current income and expenditures, schedules of executory contracts and unexpired leases, and statements of financial affairs filed by the Debtors pursuant to section 521 of the Bankruptcy Code, Bankruptcy Rule 1007, and the Official Bankruptcy Forms in the Chapter 11 Cases, as may have been amended or supplemented through the Confirmation Date pursuant to Bankruptcy Rule 1007.

1.200 **Section 510(b) Subordinated WMB Notes Claim:** A WMB Notes Claim, to the extent determined pursuant to a Final Order to be subordinated in accordance with section 510(b) of the Bankruptcy Code; provided, however, that, for all purposes, and for the avoidance of doubt, to the extent that a holder of an Allowed WMB Senior Notes Claim receives a distribution pursuant to the Plan, such holder shall be deemed to have released any and all Section 510(b) Subordinated WMB Notes Claims that such holder may have.

1.201 **Securities Litigations:** Collectively, the litigations styled (i) South Ferry LP #2, Individually and on Behalf of All Others Similarly Situated v. Killinger, Case No. C04-1599 (MJP), and (ii) Boilermakers National Annuity Trust Fund, on Behalf of Itself and All

Others Similarly Situated v. WAMU Mortgage Pass-Through Certificates, Series AR1, et al., Case No. C09-0051 (MJP), each pending in the United States District Court for the Western District of Washington.

1.202 **Senior Notes:** The promissory notes and debentures issued and delivered by WMI in accordance with the terms and conditions of the Senior Notes Indenture and set forth on Exhibit “E” hereto.

1.203 **Senior Notes Claim:** An Unsecured Claim arising from or relating to the Senior Notes.

1.204 **Senior Notes Claims Releasees:** Each holder of record or beneficial owner of an Allowed Senior Notes Claim, and any Affiliate of such Entities which, during the Chapter 11 Cases, owned, invested or acquired Senior Notes Claims, and each of their respective officers, directors, partners, equity investors, investment managers, management companies, members, employees and, solely to the extent as counsel to a holder of record or beneficial owner of an Allowed Senior Notes Claim with respect to the Debtors’ Chapter 11 Cases, attorneys.

1.205 **Senior Notes Indenture:** That certain Senior Debt Securities Indenture, dated as of August 10, 1999, as supplemented by that certain First Supplemental Indenture and Second Supplemental Indenture, dated as of August 1, 2002 and November 20, 2002, respectively, between WMI and The Bank of New York Mellon Trust Company, N.A., as Trustee.

1.206 **Senior Notes Indenture Trustee:** The Bank of New York Mellon Trust Company, N.A., solely in its capacity as successor in interest to The Bank of New York, solely in its capacity as successor in interest to Harris Trust and Savings Bank, as Trustee, or its duly appointed successor, solely in its capacity as indenture trustee with regard to the Senior Notes Indenture.

1.207 **Senior Notes Release Consideration:** The consideration to be contributed by holders of Allowed Senior Notes Claims from distributions received, in accordance with the provisions of Sections 6.1 and 31.1 of the Plan, to Reorganized WMI in exchange for the releases executed and delivered to the Senior Notes Claims Releasees in accordance with the provisions of Section 41.6 of the Plan.

1.208 **Senior Subordinated Notes:** The promissory notes and debentures issued and delivered by WMI in accordance with the terms and conditions of the Senior Subordinated Notes Indenture and set forth on Exhibit “F” hereto.

1.209 **Senior Subordinated Notes Claim:** An Unsecured Claim arising from or relating to the Senior Subordinated Notes.

1.210 **Senior Subordinated Notes Claims Releasees:** Each holder of record or beneficial owner of an Allowed Senior Subordinated Notes Claim, and any Affiliate of such Entities which, during the Chapter 11 Cases, owned, invested or acquired a Senior Subordinated Notes Claim, and each of their respective officers, directors, partners, equity investors,

investment managers, management companies, members, employees and, solely to the extent as counsel to a holder of record or beneficial owner of an Allowed Senior Subordinated Notes Claim with respect to the Debtors' Chapter 11 Cases, attorneys.

1.211 **Senior Subordinated Notes Indenture:** That certain Subordinated Debt Securities Indenture, dated as of April 4, 2000, as supplemented by that certain First Supplemental Indenture and Second Supplemental Indenture, dated as of August 1, 2002 and March 16, 2004, respectively, between WMI and The Bank of New York Mellon Trust Company, N.A., as Trustee.

1.212 **Senior Subordinated Notes Indenture Trustee:** Law Debenture Trust Company of New York, solely in its capacity as successor in interest to The Bank of New York Mellon Trust Company, N.A., solely in its capacity as successor in interest to The Bank of New York, solely in its capacity as successor in interest to Harris Trust and Savings Bank, as Trustee, or its duly appointed successor, solely in its capacity as indenture trustee with regard to the Senior Subordinated Notes Indenture.

1.213 **Senior Subordinated Notes Release Consideration:** The consideration to be contributed by holders of Allowed Senior Subordinated Notes Claims from distributions received, in accordance with the provisions of Sections 7.1 and 31.1 of the Plan, to Reorganized WMI in exchange for the releases executed and delivered to the Senior Subordinated Notes Claims Releases in accordance with the provisions of Section 41.6 of the Plan.

1.214 **September Opinion:** That certain Opinion, dated September 13, 2011, issued by the Bankruptcy Court with respect to, among other things, the confirmability of the Modified Plan [Docket No. 8612].

1.215 **September Order:** That certain order, dated September 13, 2011, issued by the Bankruptcy Court in connection with the September Opinion [Docket No. 8613].

1.216 **Settlement WMB Senior Note Holders:** Each of the signatories, other than the Debtors, to the Plan Support Agreement.

1.217 **Sixth Amended Plan:** The Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated October 6, 2010, as amended.

1.218 **Standing Motion:** That certain Motion for an Order Authorizing the Official Committee of Equity Security Holders to Commence and Prosecute Certain Claims of Debtors' Estates, dated July 12, 2011 [Docket. No. 8179].

1.219 **Stock Trading Order:** That certain Final Order Pursuant to Sections 105(a) and 362 of the Bankruptcy Code Establishing Notification Procedures and Approving Restrictions on Certain Transfers of Interests in the Debtors' Estates, dated November 18, 2008, entered by the Bankruptcy Court in the Chapter 11 Cases [Docket No. 315].

1.220 **Subordinated Claim:** A Penalty Claim, an Other Subordinated Claim, or a Section 510(b) Subordinated WMB Notes Claim.

1.221 **Subordination Model:** The model developed by Alvarez & Marsal LLC for the Debtors, a copy of which is attached hereto as Exhibit “H,” which implements the Debtors’ interpretation of the respective subordination provisions in the Senior Subordinated Notes Indenture, CCB-1 Guarantee Agreements, CCB-2 Guarantee Agreements, Junior Subordinated Notes Indenture and PIERS Guarantee Agreement.

1.222 **Tax Authority:** A federal, state, local, or foreign government, or agency, instrumentality, or employee thereof, court, or other body (if any) charged with the administration of any law relating to Taxes.

1.223 **Taxes:** All (i) federal, state, local, or foreign taxes, including, without limitation, all net income, alternative minimum, net worth or gross receipts, capital, value added, franchise, profits, and estimated taxes, and (ii) interest, penalties, fines, additions to tax or additional amounts imposed by any Tax Authority or paid in connection with any item described in clause (i) hereof.

1.224 **Tax Refunds:** To the extent of the Debtors’ rights, title and interest therein in whatever capacity, all refunds of Taxes of the Debtors and any consolidated, combined or unitary tax group of which the Debtors are members for taxable periods ended on or before December 31, 2009, including all of the Debtors’ rights, title and interest in and with respect to any “Net Tax Refunds” as defined in the Global Settlement Agreement, including, without limitation, any interest received with respect to such refunds.

1.225 **Tax Return:** A return, declaration, form, election letter, report, statement, estimate, information return, or other information filed or required to be filed with respect to any Taxes, including any schedule or attachment thereto or amendment thereof, including any claim for a Tax Refund.

1.226 **Texas Litigation:** That certain litigation styled American National Insurance Company v. FDIC, Case No. 09-1743 (RMC), with respect to which the United States District Court for the District of Columbia entered an order granting motions to dismiss filed by JPMC and the FDIC Receiver.

1.227 **Tranquility:** Tranquility Master Fund, Ltd.

1.228 **Tranquility Claim:** The proof of claim filed by Tranquility, assigned claim number 2206 by the Debtors’ claims agent, or any subsequent amendments or modifications thereto, including, but not limited to, the asserted proof of claim filed by Tranquility on November 30, 2010.

1.229 **Transferred Intellectual Property:** The intellectual property listed on Exhibit “W” to the Global Settlement Agreement.

1.230 **Treasury Regulations:** The United States Department of Treasury regulations promulgated under the IRC.

1.231 **Trust Advisory Board:** The trust advisory board provided for in the Liquidating Trust Agreement, which board shall (i) be initially comprised of seven (7) members:

three (3) members selected solely by the Creditors' Committee, three (3) members selected solely by the Equity Committee and one (1) member selected by the Creditors' Committee and approved by the Equity Committee, which approval shall not be unreasonably withheld, and (ii) have an oversight function with respect to the Liquidating Trust, and the composition of which may change only in accordance with the provisions of the Liquidating Trust Agreement.

1.232 **Trustee Claims:** The Claims of the Senior Notes Indenture Trustee, Senior Subordinated Notes Indenture Trustee, CCB-1 Trustee, CCB-2 Trustees, PIERS Trustee, and Trust Preferred Trustees, pursuant to the Senior Notes Indenture, Senior Subordinated Notes Indenture, CCB-1 Guarantee Agreements, CCB-2 Guarantee Agreements, Junior Subordinated Notes Indenture and PIERS Guarantee Agreement, and Trust Preferred Securities documents, respectively, for indemnification and for reasonable fees and expenses, including, without limitation, reasonable attorneys' fees and expenses, which claims shall be satisfied in accordance with Section 31.12 of the Plan or such other order of the Bankruptcy Court.

1.233 **Trustee Distribution Expenses:** The reasonable, direct, out-of-pocket costs and expenses incurred by the Trustees in connection with making distributions pursuant to the Plan.

1.234 **Trustees:** The Senior Notes Indenture Trustee, Senior Subordinated Notes Indenture Trustee, CCB-1 Trustee, CCB-2 Trustees, PIERS Trustee, and Trust Preferred Trustees.

1.235 **Trust Preferred Securities:** Collectively, those certain (i) Washington Mutual Preferred (Cayman) I Ltd. 7.25% Perpetual Non-Cumulative Preferred Securities, Series A-1, (ii) Washington Mutual Preferred (Cayman) I Ltd. 7.25% Perpetual Non-Cumulative Preferred Securities, Series A-2, (iii) Washington Mutual Preferred Funding Trust I Fixed-to-Floating Rate Perpetual Non-Cumulative Trust Securities, (iv) Washington Mutual Preferred Funding Trust II Fixed-to-Floating Rate Perpetual Non-Cumulative Trust Securities, (v) Washington Mutual Preferred Funding Trust III Fixed-to-Floating Rate Perpetual Non-Cumulative Trust Securities, and (vi) Washington Mutual Preferred Funding Trust IV Fixed-to-Floating Rate Perpetual Non-Cumulative Trust Securities.

1.236 **Trust Preferred Trustees:** Wilmington Trust Company, solely in its capacity as Property Trustee, Delaware Trustee, Transfer Agent and Registrar for Washington Mutual Preferred Funding Trust I, Washington Mutual Preferred Funding Trust II, Washington Mutual Preferred Funding Trust III and Washington Mutual Preferred Funding Trust IV, Wilmington Trust (Cayman) Ltd., solely in its capacity as Preferred Securities Paying Agent, Securities Registrar and Transfer Agent for Washington Mutual Preferred Funding (Cayman) I, Ltd. and Maples Finance Limited as Original Trustee for Washington Mutual Preferred Funding (Cayman) I Ltd.

1.237 **Trusts:** Collectively, (a) Home Loan Reinsurance Co. United Guaranty Residential Insurance Company Reinsurance Agreement (Acct. No. x6401); (b) Home Loan Reinsurance Co. Genworth Reinsurance Co. Trust Agreement (Acct. No. x6403); (c) Mortgage Guaranty Insurance Corporation/WM MTG Reinsurance Co. Trust; (Acct. No. x2400); (d) Reinsurance Escrow Agreement among WM Mortgage Reinsurance Co. PMI Mortgage

Insurance Company and US Bank (Acct. No. x6404); (e) Radian Guaranty Inc. and WM Mortgage Reinsurance Company Agreement, dated March 27, 2001 (Acct. No. x5700); (f) Home Loan Reinsurance Co. Republic Mortgage Co. Reinsurance Agreement, dated December 14, 1998 (Acct. No. x6402); (g) Washington Mutual Custody Account (Acct. No. x6406); and (h) WM Mortgage Reinsurance Company Inc. (Acct. No. x4202).

1.238 **Turnover Action:** The adversary proceeding commenced in the Chapter 11 Cases by the Debtors, styled Washington Mutual, Inc., et al. v. JPMorgan Chase Bank, N.A., Adversary Pro. No. 09-50934 (MFW).

1.239 **Unidentified Intellectual Property:** The trademarks, patents, domain names and copyrighted materials (whether or not the subject of registration) that were used by WMB by license or otherwise, or were available for WMB's use, prior to the Petition Date, but are not listed on Exhibits "W" or "Y" to the Global Settlement Agreement.

1.240 **Unsecured Claim:** A Claim against the Debtors, other than an Administrative Expense Claim, a Priority Tax Claim, a Priority Non-Tax Claim, a Convenience Claim, a Trustee Claim or a Subordinated Claim; provided, however, that, in the event that the Bankruptcy Court determines, pursuant to a Final Order, that the Dime Warrants constitute Claims, such Claims shall be considered to be Unsecured Claims and, pursuant to such Final Order, shall be treated as General Unsecured Claims in accordance with Class 12 of the Plan or as otherwise determined by the Bankruptcy Court.

1.241 **Vendor Escrow:** The escrow administered by WMI, or its successor in interest, containing Fifty Million Dollars (\$50,000,000.00) paid by JPMC pursuant to the terms of the Global Settlement Agreement, which funds shall be used in connection with the satisfaction of Allowed WMI Vendor Claims and, upon payment of all such Claims and all fees and expenses associated with such escrow, which remaining funds shall be distributed equally to WMI and JPMC.

1.242 **Visa Claims:** Any Claim against the Debtors set forth on Schedule 2.15(a) to the Global Settlement Agreement filed in connection with the Visa Shares or any litigation or agreement relating thereto, and the Claims asserted by VISA U.S.A. Inc. in its proof of claim filed against the Debtors and the Debtors' chapter 11 cases, Claim No. 2483, pertaining to the VISA Strategic Agreement to the extent such Claim constitutes an Allowed JPMC Assumed Liability Claim.

1.243 **Visa Shares:** The 3.147 million Class B shares of Visa Inc. held by WMI and set forth on the Schedules and/or WMI's books and records as of the Petition Date.

1.244 **Voting Record Date:** The date established by the Bankruptcy Court in the Disclosure Statement Order for the purpose of determining the holders of Allowed Claims and Equity Interests entitled to vote on the Plan.

1.245 **WaMu Pension Plan:** That certain WaMu Pension Plan, which plan is intended to satisfy the tax requirements of Section 401 of the IRC and is sponsored by WMI.

1.246 **WMB:** Washington Mutual Bank.

1.247 **WMB Intellectual Property:** The intellectual property listed on Exhibit “X” to the Global Settlement Agreement.

1.248 **WMB Global Note Program:** That certain program, established by WMB in 2005, providing for the issuance of up to \$22 billion in debt financing, pursuant to which WMB issued Senior Global Notes and Subordinated Global Notes.

1.249 **WMB Notes Claim:** A WMB Senior Notes Claim or a WMB Subordinated Notes Claim.

1.250 **WMB Senior Notes:** The Senior Global Notes issued by WMB pursuant to the WMB Global Note Program.

1.251 **WMB Senior Notes Claim:** An Unsecured Claim arising from or relating to WMB Senior Notes and with respect to which a proof of Claim was timely filed against the Debtors.

1.252 **WMB Subordinated Notes:** The Subordinated Global Notes issued by WMB pursuant to the WMB Global Note Program.

1.253 **WMB Subordinated Notes Claim:** An Unsecured Claim arising from or relating to WMB Subordinated Notes and with respect to which a proof of Claim was timely filed against the Debtors.

1.254 **WMB Vendor Claim:** Any Claim against the Debtors and their chapter 11 estates filed by a vendor with respect to services, software licenses or goods provided to WMB and its subsidiaries (whether prior or subsequent to JPMC’s acquisition of the assets of WMB) pursuant to a contract or written agreement between WMB and/or its subsidiaries and such vendor.

1.255 **WMI:** Washington Mutual, Inc., a Debtor in these Chapter 11 Cases.

1.256 **WMI Accounts:** The accounts as set forth on Exhibit “E” to the Global Settlement Agreement that are not Disputed Accounts.

1.257 **WMI Action:** The litigation commenced by the Debtors against the FDIC, styled Washington Mutual, Inc. and WMI Investment Corp. v. FDIC, Case No. 09-00533, in the United States District Court for the District of Columbia.

1.258 **WMI Entities:** WMI, WMI Investment, Ahmanson Obligation Company, H.S. Loan Corporation, WAMU 1031 Exchange, WM Mortgage Reinsurance Company, Inc., WM Citation Holdings, LLC, WMI Rainier LLC and Washington Mutual Capital Trust 2001.

1.259 **WMI Intellectual Property:** The intellectual property listed on Exhibit “Y” to the Global Settlement Agreement.

1.260 **WMI Investment:** WMI Investment Corp., a Debtor in these Chapter 11 Cases and, as applicable, WMI Investment Corp. as a reorganized entity from and after the Effective Date.

1.261 **WMI Medical Plan:** Washington Mutual, Inc. Flexible Benefits Plan.

1.262 **WMI Medical Plan Claim:** Any Claim against the Debtors and their chapter 11 estates filed by a beneficiary of the WMI Medical Plan, to the extent such Claim constitutes an Allowed JPMC Assumed Liability Claim.

1.263 **WMI Policies:** The BOLI/COLI policies and the proceeds thereof set forth on Exhibit “R” to the Global Settlement Agreement.

1.264 **WMI Rabbi Trust:** The “rabbi trust” listed on Exhibit “Q” to the Global Settlement Agreement, including all assets therein.

1.265 **WMI Vendor Claim:** Any Claim against WMI asserted by a vendor with respect to services, software licenses or goods asserted to have been provided by the counterparty to or for the benefit of WMB or any of its subsidiaries or minority investments operations prior to the Petition Date pursuant to an agreement between WMI and such vendor.

1.266 **WMI/WMB Intercompany Claim:** Any Claim against WMI, WMB, or one of WMB’s subsidiaries held by WMI, WMB, or one of WMB’s subsidiaries.

1.267 **WMMRC:** WM Mortgage Reinsurance Company, Inc., a Hawaiian domiciled corporation.

1.268 **Other Definitions:** Unless the context otherwise requires, any capitalized term used and not defined herein or elsewhere in the Plan that is defined in the Bankruptcy Code shall have the meaning assigned to that term in the Bankruptcy Code. Unless otherwise specified, (a) all section, schedule, or exhibit references in the Plan are to the respective section in, article of, or schedule or exhibit to, the Plan, as the same may be amended, waived, or modified from time to time and (b) all references to dollars are to the lawful currency of the United States of America. The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to the Plan as a whole and not to any particular section, subsection, or clause contained in the Plan. The rules of construction contained in section 102 of the Bankruptcy Code shall apply to the construction of the Plan. In computing any period of time prescribed or allowed by the Plan, unless otherwise expressly provided, the provisions of Bankruptcy Rule 9006(a) shall apply.

## ARTICLE II

### COMPROMISE AND SETTLEMENT OF DISPUTES

2.1 **Compromise, Settlement and Sale:** Pursuant to sections 363, 365, 1123(a)(5) and 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019, the Plan incorporates, and is expressly conditioned upon the approval and effectiveness of, the sale, free and clear of all Liens, Claims and encumbrances, of the Debtors’ rights to and interests in certain



of the Plan Contribution Assets and the compromise and settlement by and among the Debtors, JPMC, the FDIC Receiver, and FDIC Corporate, all as set forth in the Global Settlement Agreement. The Global Settlement Agreement is incorporated into this Plan by reference as if fully set forth herein and, subject to the occurrence of the Effective Date and execution of the Global Settlement Agreement, represents a full, final and complete compromise, settlement, and release of, among other matters, the issues in dispute among the Debtors, JPMC, the FDIC Receiver, and FDIC Corporate, including, among other issues, resolution of all Related Actions. Without limiting the foregoing, subsections (a) through (h) below describes certain of the principal provisions of the Global Settlement Agreement, but, except with respect to the releases provided in Section 41.6 hereof, nothing in this Plan shall be construed to, or is intended to, limit or diminish the benefits to be received by, or rights of, any of the parties pursuant to the Global Settlement Agreement. In the event of any inconsistency between the Global Settlement Agreement, the Plan or the Confirmation Order, the documents shall control in the following order of priority: (i) Confirmation Order, (ii) Global Settlement Agreement, and (iii) Plan; provided, however, that, in the event of any inconsistency between these documents with respect to the releases provided in Section 41.6 herein, the documents shall control in the following order of priority: (i) Confirmation Order, (ii) Plan, and (iii) Global Settlement Agreement.

(a) WMI Accounts and Disputed Accounts. In partial consideration for the assets sold pursuant to the Global Settlement Agreement and the releases and other benefits provided to the Released Parties pursuant to this Plan, (1) the JPMC Entities, the FDIC Receiver, and FDIC Corporate shall (i) waive any and all claims, rights and liabilities with respect to the WMI Accounts and the Disputed Accounts and (ii) take such actions, if any, as may be reasonably requested by WMI, including, without limitation, (A) filing with the Bankruptcy Court such notices or pleadings setting forth the waiver of any and all interest in the WMI Accounts and the Disputed Accounts and (B) seeking dismissals referred to in Section 2.6(b) of the Global Settlement Agreement, (2) the FDIC Receiver and FDIC Corporate shall waive and release any and all rights to seize or set off the WMI Accounts and the Disputed Accounts and any funds contained therein in accordance with Section 9.5 of the Purchase and Assumption Agreement, including, without limitation, by withdrawing, with prejudice, the FDIC Stay Relief Motion, and (3) JPMC shall pay to WMI or such other of the WMI Entities as WMI shall designate, the amounts contained in the Disputed Accounts and the WMI Accounts as of the effective date of the Global Settlement Agreement, net of eighty percent (80%) of the amounts received by WMI during the period from the Petition Date up to and including the date hereof attributable to refunds of Taxes deposited into the Disputed Accounts and the WMI Accounts (including the interest component of any such refunds and interest, if any, earned thereon), free and clear of all Liens, Claims, interests and encumbrances of any Person. In addition, JPMC, as successor to WMB, shall (i) release any security interest in or Lien upon the Admin Account and the monies contained therein and (ii) release and otherwise transfer the Admin Account and the funds contained therein in accordance with the direction of WMI.

(b) Tax Matters. In partial consideration for the releases and other benefits provided under the Plan, WMI, the FDIC Receiver, and JPMC shall jointly direct all Tax Authorities to pay refunds of “Pre-2009 Group Taxes” (as defined in the Global Settlement Agreement) to an escrow account, the custodian of which will distribute such Tax Refunds in accordance with the terms and procedures set forth in the Global Settlement Agreement. If any

such Pre-2009 Group Tax refund is paid directly to any party, such party will deposit such refund in the Refund Escrow Account (as defined in the Global Settlement Agreement).

(c) Transfer of Assets to JPMC. In further consideration for the satisfaction, settlement, release, and discharge of, and in exchange for, the JPMC Action and the JPMC Claims, and the payment by JPMC of the amounts specified in the Global Settlement Agreement, the WMI Entities, the FDIC Receiver and the Receivership shall sell, transfer, and assign to the JPMC Entities, and the JPMC Entities shall acquire, pursuant to the Plan and sections 363 and 365 of the Bankruptcy Code, any and all right, title and interest any of the WMI Entities, the FDIC Receiver and the Receivership may have in (i) the Trust Preferred Securities, (ii) the WMI Medical Plan, any outstanding checks made out to WMI, including pharmacy rebates in connection with contracts associated with or attributable to the WMI Medical Plan and an amount equal to the pharmacy rebates received by the WMI Entities from and after the Petition Date, currently estimated to be approximately Seven Hundred Seventy-Five Thousand Dollars (\$775,000.00), (iii) the JPMC Rabbi Trusts and the JPMC Policies, (iv) the WaMu Pension Plan and the Lakeview Plan and all of the sponsor's interest in the assets contained in any trusts or otherwise associated with such plans (subject to the correction and satisfaction of certain potential defects and remediation obligations, as set forth in the Global Settlement Agreement), (v) the Anchor Litigation, (vi) the Visa Shares and the VISA Strategic Agreement (as defined in the Global Settlement Agreement), (vii) the Transferred Intellectual Property, the WMB Intellectual Property and the Unidentified Intellectual Property, (viii) JPMC Wind Investment Portfolio LLC and (ix) the Bonds, in each case under clauses (i) through (ix) inclusively, free and clear of all Liens, Claims, interests and encumbrances of any Entity, except for any claim that is an Allowed JPMC Assumed Liability Claim.

(d) JPMC Claims. The JPMC Allowed Unsecured Claim shall be deemed an Allowed Claim against WMI. The JPMC Allowed Unsecured Claim shall be classified with and treated in the same manner as other Allowed General Unsecured Claims under the Plan, including, without limitation, with respect to distributions pursuant to the Plan; provided, however, that, in partial consideration for the releases and other benefits provided to JPMC pursuant to the Plan, JPMC shall waive any distribution JPMC otherwise would be entitled to receive on account of the JPMC Allowed Unsecured Claim.

(e) Transfer of Assets to the Debtors. In further consideration for the satisfaction, settlement, release and discharge of, and in exchange for, the Turnover Action and the Rule 2004 Inquiry, and as further consideration for the releases and other benefits provided to JPMC pursuant to this Plan, and as set forth in the Global Settlement Agreement, the JPMC Entities shall sell, transfer, and assign to the WMI Entities, and the WMI Entities shall acquire, pursuant to the Plan and sections 363 and 365 of the Bankruptcy Code, any and all right, title and interest any of the JPMC Entities may have in, among other assets, (i) the WMI Rabbi Trust and the WMI Policies, (ii) the stock of H.S. Loan Corporation, (iii) the Registry Funds and the American Savings Escrow Funds, and (iv) the WMI Intellectual Property, in each case, free and clear of all Liens, Claims, interests and encumbrances of any Entity.

(f) Additional Consideration to the Debtors. As additional consideration for the asset sale and compromise and settlement embodied in the Global

Settlement Agreement, and as further consideration for the releases and other benefits provided to JPMC pursuant to this Plan:

(1) JPMC shall pay WMI an additional Twenty-Five Million Dollars (\$25,000,000.00) for the Visa Shares, WMI shall retain all dividends with respect thereto received prior to the effective date of the Global Settlement Agreement, and JPMC shall assume certain related litigation liabilities (as set forth in the Global Settlement Agreement);

(2) JPMC shall pay all obligations under the Intercompany Notes in the amounts set forth in Exhibit "V" to the Global Settlement Agreement, and shall forgive all obligations of the WMI Entities to the extent set forth in the Global Settlement Agreement, which Intercompany Notes shall be cancelled upon payment thereof;

(3) As set forth in more detail in the Global Settlement Agreement, JPMC shall cause its affiliates to continue providing loan servicing with respect to certain loans and the remittal of checks and payments received in connection therewith;

(4) As set forth in the Global Settlement Agreement and the BKK Settlement Agreement, JPMC shall assume the BKK Liabilities and shall defend the Debtors against and reimburse the Debtors for any distribution on account of remediation or clean-up costs and expenses contained in the BKK Proofs of Claims and not otherwise covered by the BKK-Related Policies and/or reimbursed by the BKK-Related Carriers, as defined in the Global Settlement Agreement;

(5) JPMC shall assume the JPMC Assumed Liabilities in connection with the assets it receives pursuant to the Global Settlement Agreement and, on or after the Effective Date, JPMC shall pay or fund the payment of Allowed JPMC Assumed Liability Claims; and

(6) JPMC shall pay or fund the payment of Allowed WMB Vendor Claims and shall pay the sum of Fifty Million Dollars (\$50,000,000.00) to be placed by the Debtors in an escrow and used for satisfaction of Allowed WMI Vendor Claims.

(g) Additional Consideration to the FDIC. In further consideration for the satisfaction, settlement, release and discharge of, and in exchange for, the FDIC Claim:

(1) The FDIC Receiver shall receive distributions in accordance with Section 2.4 of the Global Settlement Agreement; and

(2) The FDIC Receiver, FDIC Corporate and the Receivership shall receive the releases set forth in the Global Settlement Agreement and Article XLI herein.

(h) Settlement with REIT Series Holders. In consideration for the releases by the REIT Series holders of any and all claims arising out of, related to, or resulting from, among other things, the issuance, sale or assignment of the Trust Preferred Securities, the commitments to or exchange event ordered by the Office of Thrift Supervision or any capital or other commitment, disclosure or non-disclosure with respect thereto, 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, on the Effective Date, JPMC shall pay, or transfer to the Disbursing Agent, for payment to each Releasing REIT Trust Holder its pro rata share of Fifty Million Dollars (\$50,000,000.00), determined by multiplying (a) Fifty Million Dollars (\$50,000,000.00) times (b) an amount equal to (i) the principal amount of REIT Series held by such Releasing REIT Trust Holder on the Voting Record Date divided by (ii) the outstanding principal amount of all REIT Series (which is Four Billion Dollars (\$4,000,000,000.00)); 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 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. While JPMC's maximum liability pursuant to Section 2.24 of the Global Settlement Agreement is Fifty Million Dollars (\$50,000,000.00), JPMC's liability shall be reduced to the extent the Releasing REIT Trust Holders comprise less than all of the outstanding REIT Series holders.

(i) Settlement with WMB Senior Note Holders. In consideration for the releases to be granted by holders of Allowed WMB Senior Notes Claims and Accepting Non-Filing WMB Senior Note Holders of, among other things, all direct and derivative claims arising from or related to such holders' WMB Senior Notes, as well as any misrepresentation or other similar claim for damages arising from the purchase or sale of such holders' WMB Senior Notes (including, without limitation, any Section 510(b) Subordinated WMB Notes Claims that such holders may have), the Debtors have agreed to provide such holders with those certain BB Liquidating Trust Interests, representing 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) in the aggregate. In connection therewith, certain holders of WMB Senior Notes Claims – the Settlement WMB Senior Note Holders – have executed an agreement with the Debtors, pursuant to which such holders have agreed, in exchange for the treatment and distributions to be provided pursuant to the Plan to holders of Allowed WMB Senior Notes Claims, to not sell or otherwise transfer their note holdings without first binding such transferee or assignee to the Plan Support Agreement, to support confirmation of the Plan, and to provide certain releases, as set forth more fully in the Plan Support Agreement.

(j) Releases. The releases provided in Article XLI herein are integral to obtaining the value provided under the Global Settlement Agreement and the releases under this Plan constitute an essential component of the compromises reached and are not severable from the other provisions of this Plan.

## ARTICLE III

### PROVISIONS FOR PAYMENT OF ADMINISTRATIVE EXPENSE CLAIMS AND PRIORITY TAX CLAIMS

3.1 **Administrative Expense Claims:** On the later to occur of (i) the Effective Date and (ii) the date on which an Administrative Expense Claim shall become an Allowed Claim, the Disbursing Agent shall (a) pay to each holder of an Allowed Administrative Expense Claim, in Cash, the full amount of such Allowed Administrative Expense Claim or (b) satisfy and discharge such Allowed Administrative Expense Claim in accordance with such other terms no more favorable to the claimant than as may be agreed upon by and between the holder thereof and the Disbursing Agent; provided, however, that Allowed Administrative Expense Claims representing liabilities incurred in the ordinary course of business by the Debtors shall be paid in full and performed by the Disbursing Agent in the ordinary course of business in accordance with the terms and subject to the conditions of any agreement governing, instrument evidencing, or other document relating to such transactions; and provided, further, that, if any such ordinary course expense is not billed, or a request for payment is not made, within ninety (90) days after the Effective Date, such ordinary course expense shall be barred and the holder thereof shall not be entitled to a distribution pursuant to the Plan.

3.2 **Professional Compensation and Reimbursement Claims:** Except as otherwise provided in Section 41.18 hereof, all Entities awarded compensation or reimbursement of expenses by the Bankruptcy Court in accordance with section 328, 330, or 331 of the Bankruptcy Code or entitled to priorities established pursuant to section 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code, shall be paid in full, in Cash, in the amounts allowed by the Bankruptcy Court (i) on or as soon as reasonably practicable following the later to occur of (a) the Effective Date and (b) the date upon which the Bankruptcy Court order allowing such Claim becomes a Final Order or (ii) upon such other terms no more favorable to the claimant than as may be mutually agreed upon between such claimant and the Disbursing Agent; provided, however, that, except as provided herein, each professional must file its application for final allowance of compensation for professional services rendered and reimbursement of expenses on or prior to the Administrative Claim Bar Date. The Disbursing Agent is authorized to pay compensation for professional services rendered and reimbursement of expenses incurred after the Effective Date in the ordinary course and without the need for Bankruptcy Court approval.

3.3 **Priority Tax Claims:** Each holder of an Allowed Priority Tax Claim shall receive, in full satisfaction, release and exchange of such holder's Allowed Priority Tax Claim, distributions in an amount equal to the full amount of such Allowed Priority Tax Claim. At the option and discretion of the Debtors, which option shall be exercised, in writing, on or prior to the commencement of the Confirmation Hearing, such payment shall be made (i) in full, in Cash, on or as soon as reasonably practicable following the later to occur of (a) the Effective Date and (b) the date on which such claim becomes an Allowed Claim, (ii) in accordance with section 1129(a)(9)(C) of the Bankruptcy Code, in full, in Cash, in equal quarterly installments commencing on the first (1st) Business Day following the Effective Date and continuing over a period not exceeding five (5) years from and after the Petition Date, together with interest accrued thereon at the applicable non-bankruptcy rate, subject to the sole option of the

Disbursing Agent to prepay the entire amount of the Allowed Priority Tax Claim, or (iii) by mutual agreement of the holder of such Allowed Priority Tax Claim and the Disbursing Agent.

3.4 **Statutory Fees:** All fees payable under section 1930 of chapter 123 of title 28 of the United States Code, as determined by the Bankruptcy Court at the Confirmation Hearing, shall be paid on or as soon as reasonably practicable following the Effective Date.

3.5 **Administrative Tax Claims:** Notwithstanding anything to the contrary in the Plan or in the Confirmation Order, a governmental unit shall not be required to file, make or submit a request for payment (or any document, including, without limitation, a bill) of an expense described in section 503(b)(1)(B) or (C) of the Bankruptcy Code as a condition of its being an Allowed Administrative Expense Claim, and the Disbursing Agent shall pay in full all such Allowed Administrative Expense Claims, including any interest related thereto, when due.

## **ARTICLE IV**

### **CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS**

Claims and Equity Interests are classified as follows:

4.1	<b>Class 1</b>	<b>Priority Non-Tax Claims</b>
4.2	<b>Class 2</b>	<b>Senior Notes Claims</b>
4.3	<b>Class 3</b>	<b>Senior Subordinated Notes Claims</b>
4.4	<b>Class 4</b>	<b>WMI Medical Plan Claims</b>
4.5	<b>Class 5</b>	<b>JPMC Rabbi Trust/Policy Claims</b>
4.6	<b>Class 6</b>	<b>Other Benefit Plan Claims</b>
4.7	<b>Class 7</b>	<b>Qualified Plan Claims</b>
4.8	<b>Class 8</b>	<b>WMB Vendor Claims</b>
4.9	<b>Class 9</b>	<b>Visa Claims</b>
4.10	<b>Class 10</b>	<b>Bond Claims</b>
4.11	<b>Class 11</b>	<b>WMI Vendor Claims</b>
4.12	<b>Class 12</b>	<b>General Unsecured Claims</b>
	<b>Class 12A</b>	<b>Late-Filed Claims</b>
4.13	<b>Class 13</b>	<b>Convenience Claims</b>
4.14	<b>Class 14</b>	<b>CCB-1 Guarantees Claims</b>
4.15	<b>Class 15</b>	<b>CCB-2 Guarantees Claims</b>
4.16	<b>Class 16</b>	<b>PIERS Claims</b>
4.17	<b>Class 17A</b>	<b>WMB Senior Notes Claims</b>
	<b>Class 17B</b>	<b>WMB Subordinated Notes Claims</b>
4.18	<b>Class 18</b>	<b>Subordinated Claims</b>
4.19	<b>Class 19</b>	<b>Preferred Equity Interests</b>
4.20	<b>Class 20</b>	<b>Intentionally Left Blank</b>
4.21	<b>Class 21</b>	<b>Dime Warrants</b>
4.22	<b>Class 22</b>	<b>Common Equity Interests</b>

## ARTICLE V

### PROVISION FOR TREATMENT OF PRIORITY NON-TAX CLAIMS (CLASS 1)

5.1 **Payment of Allowed Priority Non-Tax Claims:** Unless otherwise mutually agreed upon by the holder of an Allowed Priority Non-Tax Claim and the Debtors, on the later of the Effective Date and the date such Allowed Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim, or as soon thereafter as is practicable, the Disbursing Agent shall pay to each holder of an Allowed Priority Non-Tax Claim, in Cash, the full amount of such Allowed Priority Non-Tax Claim, in full satisfaction, settlement, release, and discharge of, and in exchange for such Allowed Priority Non-Tax Claim.

## ARTICLE VI

### PROVISION FOR TREATMENT OF SENIOR NOTES CLAIMS (CLASS 2)

6.1 **Treatment of Senior Notes Claims:**

(a) **Fixed Rate Notes.** Commencing on the Effective Date, and subject to the rights of election described in Section 6.2 below, each holder of an Allowed Senior Notes Claim relating to a Fixed Rate Note shall receive, in full satisfaction, release and exchange of such holder's Allowed Senior Notes Claim, Intercreditor Interest Claim and Postpetition Interest Claim (which, for the avoidance of doubt, on the Confirmation Date, shall be finally determined to not be subject to any avoidance, reduction, setoff, offset, recharacterization, subordination (whether equitable, contractual or otherwise), counterclaim, cross claim, defense, disallowance, impairment, objection, or challenge under applicable law or regulation by any person), subject to the Lien or priority rights of the Senior Notes Indenture Trustee, such holder's Pro Rata Share of (i) Creditor Cash and (ii) Liquidating Trust Interests, in an aggregate amount equal to such holder's Allowed Senior Notes Claim and Intercreditor Interest Claim.

(b) **Floating Rate Notes.** Commencing on the Effective Date, and subject to the rights of election described in Section 6.2 below, each holder of an Allowed Senior Notes Claim relating to a Floating Rate Note shall receive, in full satisfaction, release and exchange of such holder's Allowed Senior Notes Claim, Intercreditor Interest Claim and Postpetition Interest Claim (which, for avoidance of doubt, on the Confirmation Date, shall be finally determined to not be subject to any avoidance, reduction, setoff, offset, recharacterization, subordination (whether equitable, contractual or otherwise), counterclaim, cross claim, defense, disallowance, impairment, objection, or challenge under applicable law or regulation by any person), subject to the Lien or priority rights of the Senior Notes Indenture Trustee, such holder's Pro Rata Share of (i) Creditor Cash and (ii) Liquidating Trust Interests, in an aggregate amount equal to such holder's Allowed Senior Notes Claim, Intercreditor Interest Claim and Remaining Postpetition Interest Claim.

In consideration for, and subject in all respects to the grant and approval of, the third party release being granted by each holder of a Preferred Equity Interest, Dime Warrant and Common Equity Interest executing and delivering a release in accordance with Section 41.6 hereof, on the Effective Date, from the initial distributions of Creditor Cash referred to above and to be made in

accordance with Section 31.1(a) of the Plan, each holder of an Allowed Senior Notes Claim, whether relating to a Fixed Rate Note or a Floating Rate Note, shall contribute Cash to Reorganized WMI, for and on behalf of each such holder of a Preferred Equity Interest, Dime Warrant and Common Equity Interest, in an amount equal to Nine Hundred Sixty-Eight Thousandths of one percent (0.968%) of such holder's Allowed Senior Notes Claim (in the aggregate amount for all Allowed Senior Notes Claim, Forty Million Dollars (\$40,000,000.00)); and, provided, further, that, for the avoidance of doubt, with respect to the foregoing provision, "Allowed Senior Notes Claim" shall mean the principal amount of such Senior Notes Claim and interest accrued thereon, remaining unpaid and relating to the period up to and including the Petition Date; and, provided, further, that, for the avoidance of doubt, for the applicability of the contractual subordination provisions referred to below, such contributions shall not be recouped through the enforcement of any such contractual subordination provision. Subject to the foregoing sentence, each holder of an Allowed Senior Notes Claim shall be entitled to receive on account of such Allowed Senior Notes Claim and, irrespective of whether all Allowed Claims are paid in full, such holder's Intercreditor Interest Claim and, if applicable, Remaining Postpetition Interest Claim, redistributions of Creditor Cash, Cash received on account of Liquidating Trust Interests and, subject to the provisions of Section 31.14 of the Plan, Runoff Notes. The relative priorities among holders of Allowed Senior Notes Claims, Allowed Senior Subordinated Notes Claims, Allowed General Unsecured Claims, Allowed CCB-1 Guarantees Claims, Allowed CCB-2 Guarantees Claims, Allowed PIERS Claims, and Allowed Late-Filed Claims, and the order in which such holders are entitled to receive payment of their Allowed Claims, Intercreditor Interest Claims, Remaining Postpetition Interest Claims and Postpetition Interest Claims, including, without limitation, on account of contractual subordination and subrogation provisions, are set forth in more detail in the Subordination Model attached hereto as Exhibit "H".

## 6.2 **Rights of Election:**

(a) **Runoff Notes Election.** On the Ballot, and subject to the provisions of Section 31.14 of the Plan, each holder of an Allowed Senior Notes Claim shall be provided the right to elect, in its sole and absolute discretion, to receive Runoff Notes, in lieu of some or all of the Creditor Cash that such holder otherwise is entitled to receive on the Effective Date pursuant to the provisions of Section 31.1(a) of the Plan, subject to the Lien or priority rights of the Senior Notes Indenture Trustee. To the extent that, on the Effective Date, a holder of an Allowed Senior Notes Claim receives Runoff Notes, such holder's distribution of Creditor Cash to be received on the Effective Date shall be reduced on a dollar-for-dollar basis by the original principal amount of the Runoff Notes received.

(b) **Reorganized Common Stock Election.** On the Ballot, each holder of an Allowed Senior Notes Claim that elected to receive Runoff Notes in accordance with the provisions of Section 6.2(a) of the Plan shall be provided the right to elect, in its sole and absolute discretion, to receive such holder's Pro Rata Share of the Common Stock Allotment in lieu of (i) fifty percent (50%) of such holder's Litigation Proceeds Interest (solely in its capacity as a holder of an Allowed Senior Notes Claim) and (ii) subject to the provisions of Section 31.14 of the Plan, some or all of the Runoff Notes that such holder otherwise is entitled to and has elected to receive pursuant to Section 6.2(a) of the Plan. To the extent a holder of an Allowed Senior Notes Claim receives Reorganized Common Stock pursuant to the foregoing election,



such holder's share of the Runoff Notes to which the election was effective shall not be issued and Reorganized WMI shall retain an economic interest in the Litigation Proceeds (and such interest shall not constitute a component of the Liquidating Trust Assets) equal to fifty percent (50%) of the Litigation Proceeds such holder otherwise would have received (solely in its capacity as a holder of an Allowed Senior Notes Claim) (and the holder's rights in respect of distributions from the Liquidating Trust shall be adjusted to the extent such proceeds are received by Reorganized WMI).

Failure by any holder of an Allowed Senior Notes Claim to elect to exercise rights provided in this Section 6.2 on or before the Ballot Date shall constitute a deemed waiver and relinquishment of such rights by such holder. Any election made after the Ballot Date shall not be binding upon the Debtors unless the Ballot Date 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.

6.3 **Limitation on Recovery:** Notwithstanding anything contained herein to the contrary, including, without limitation, the distributions to be made to a holder of an Allowed Senior Notes Claim in accordance with Section 6.1 of the Plan, in the event that the sum of (i) distributions of Runoff Notes, Creditor Cash, Cash received on account of Liquidating Trust Interests and Reorganized Common Stock in accordance with Sections 6.1 and 6.2 and (ii), redistributions of Creditor Cash, Cash received on account of Liquidating Trust Interests, and, subject to the provisions of Section 31.14 of the Plan, Runoff Notes, 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 hereto as Exhibit "H", are equal to or in excess of one hundred percent (100%) of such holder's Allowed Senior Notes Claim, Intercreditor Interest Claim and, with respect to the Floating Rate Notes, Remaining Postpetition Interest Claim, (inclusive of monies tendered by holders of Allowed Senior Notes Claims in connection with the Senior Notes Release Consideration), the Cash or, subject to the provisions of Section 31.14 of the Plan, Runoff Notes received on account of Liquidating Trust Interests that is distributable to such holder in excess of such one hundred percent (100%) shall be deemed redistributed to holders of Allowed Claims or Equity Interests or the Disbursing Agent for and on behalf of holders of Disputed Claims in accordance with the Subordination Model attached hereto as Exhibit "H". Notwithstanding anything contained herein to the contrary, for the avoidance of doubt, the subrogation rights with respect to Allowed Senior Notes Claims shall be preserved.

## ARTICLE VII

### PROVISION FOR TREATMENT OF SENIOR SUBORDINATED NOTES CLAIMS (CLASS 3)

7.1 **Treatment of Senior Subordinated Notes Claims:** Commencing on the Effective Date, and subject to the rights of election described in Section 7.2 below, each holder of an Allowed Senior Subordinated Notes Claim shall receive, in full satisfaction, release and exchange of such holder's Allowed Senior Subordinated Notes Claim, Intercreditor Interest Claim and Postpetition Interest Claim (which, for the avoidance of doubt, on the Confirmation Date shall be finally determined to not be subject to any avoidance, reduction, setoff, offset, recharacterization, subordination (whether equitable, contractual or otherwise), counterclaim,

cross claim, defense, disallowance, impairment, objection, or challenge under applicable law or regulation by any person), subject to the Lien or priority rights of the Senior Subordinated Notes Indenture Trustee, 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) such holder's Intercreditor Interest Claim; provided, however, that any distribution to holders of Allowed Senior Subordinated Notes Claims of (a) Creditor Cash, (b) Cash received on account of Liquidating Trust Interests and (c) Runoff Notes (to the extent elected pursuant to Section 7.2 of the Plan), shall be redistributed, subject to Bankruptcy Rule 3021 and subject to any Lien or priority rights of the Senior Subordinated Notes Indenture Trustee, in accordance with the priorities set forth in the Subordination Model attached hereto as Exhibit "H"; provided, however, that, in consideration for, and subject in all respects to the grant and approval of, the third party release being granted by each holder of a Preferred Equity Interest, Dime Warrant and Common Equity Interest executing and delivering a release in accordance with Section 41.6 hereof, on the Effective Date, from the initial distributions of Creditor Cash referred to above and to be made in accordance with Section 31.1(a) of the Plan, each holder of an Allowed Senior Subordinated Notes Claim shall contribute Cash to Reorganized WMI, for and on behalf of each holder of a Preferred Equity Interest, Dime Warrant and Common Equity Interest, in an amount equal to Two and One-Tenth percent of (2.1%) of such holder's Allowed Senior Subordinated Notes Claim (in the aggregate amount for all Allowed Senior Subordinated Notes Claims, Thirty Five Million Dollars (\$35,000,000.00)); and, provided, further, that, for the avoidance of doubt, with respect to the foregoing provision, "Allowed Senior Subordinated Notes Claim" shall mean the principal amount of such Senior Notes Claim and interest accrued thereon, remaining unpaid and relating to the period up to and including the Petition Date; and, provided, further, that, notwithstanding the applicability of the contractual subordination provisions referred to below, such contributions shall not be recouped through the enforcement of any such contractual subordination provision. Subject to the foregoing sentence, each holder of an Allowed Senior Subordinated Notes Claim shall be entitled to receive on account of such Allowed Senior Subordinated Notes Claim and, irrespective of whether all Allowed Claims are paid in full, such holder's Intercreditor Interest Claim, redistributions of Creditor Cash, Cash received on account of Liquidating Trust Interests and Runoff Notes. The relative priorities among holders of Allowed Senior Notes Claims, Allowed Senior Subordinated Notes Claims, Allowed General Unsecured Claims, Allowed CCB-1 Guarantees Claims, Allowed CCB-2 Guarantees Claims, Allowed PIERS Claims, and Allowed Late-Filed Claims, and the order in which such holders are entitled to receive payment of their Allowed Claims, Intercreditor Interest Claims, Remaining Postpetition Interest Claims and Postpetition Interest Claims, including, without limitation, on account of contractual subordination and subrogation provisions, are set forth in more detail in the Subordination Model attached hereto as Exhibit "H".

## 7.2 **Rights of Election:**

(a) **Runoff Notes Election.** On the Ballot, and subject to the provisions of Section 31.14 of the Plan, each holder of an Allowed Senior Subordinated Notes Claim shall be provided the right to elect, in its sole and absolute discretion, to receive Runoff Notes (to the extent remaining after distributions to or reserves retained for holders of Allowed Senior Notes Claims and General Unsecured Claims, whether an Allowed Claim or a Disputed Claim as of the Effective Date), in lieu of some or all of the Creditor Cash that such holder otherwise is entitled to receive on the Effective Date pursuant to the provisions of Section 31.14

of the Plan, subject to the Lien or priority rights of the Senior Subordinated Notes Indenture Trustee. To the extent that, on the Effective Date, a holder of an Allowed Senior Subordinated Notes Claim receives Runoff Notes, such holder's distribution of Creditor Cash to be received on the Effective Date shall be reduced on a dollar-for-dollar basis by the original principal amount of the Runoff Notes received.

(b) Reorganized Common Stock Election. On the Ballot, each holder of an Allowed Senior Subordinated Notes Claim that elected to receive Runoff Notes in accordance with the provisions of Section 7.2(a) of the Plan shall be provided the right to elect, in its sole and absolute discretion, to receive such holder's Pro Rata Share of the Common Stock Allotment in lieu of (i) fifty percent (50%) of such holder's Litigation Proceeds Interest (solely in its capacity as a holder of an Allowed Senior Subordinated Claim) and (ii) subject to the provisions of Section 31.14 of the Plan, some or all of the Runoff Notes that such holder otherwise is entitled to and has elected to receive pursuant to Section 7.2(a) of the Plan. To the extent that a holder of an Allowed Senior Subordinated Notes Claim receives Reorganized Common Stock pursuant to the foregoing election, such holder's share of the Runoff Notes to which the election was effective shall not be issued and Reorganized WMI shall retain an economic interest in the Litigation Proceeds (and such interest shall not constitute a component of the Liquidating Trust Assets) equal to fifty percent (50%) of the Litigation Proceeds such holder otherwise would have received (solely in its capacity as a holder of an Allowed Senior Subordinated Notes Claim) (and the holder's rights in respect of distributions from the Liquidating Trust shall be adjusted to the extent such proceeds are received by Reorganized WMI).

Failure by any holder of an Allowed Senior Subordinated Notes Claim to elect to exercise rights provided in this Section 7.2 on or before the Ballot Date shall constitute a deemed waiver and relinquishment of such rights by such holder. Any election made after the Ballot Date shall not be binding upon the Debtors unless the Ballot Date 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.

7.3 Limitation on Recovery: Notwithstanding anything contained herein to the contrary, including, without limitation, the distributions to be made to a holder of an Allowed Senior Subordinated Notes Claim in accordance with Section 7.1 of the Plan, in the event that the sum of (i) distributions of Runoff Notes, Creditor Cash, Cash received on account of Liquidating Trust Interests and Reorganized Common Stock in accordance with Sections 7.1 and 7.2 of the Plan, (ii) redistributions of Creditor Cash, Cash received on account of Liquidating Trust Interests and Runoff Notes, 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 hereto as Exhibit "H", and (iii) redistributions of Cash received on account of Liquidating Trust Interests in accordance with the provisions of Section 6.3 herein are equal to or in excess of one hundred percent (100%) of such holder's Allowed Senior Subordinated Notes Claim and Intercreditor Interest Claim, (inclusive of monies tendered by holders of Allowed Senior Subordinated Notes Claims in connection with the Senior Subordinated Notes Release Consideration), the Cash or, subject to the provisions of Section 31.14 of the Plan, Runoff Notes received on account of Liquidating Trust Interests that is distributable to such holder in excess of such one hundred percent (100%) shall be deemed redistributed to holders of Allowed Claims or

Equity Interests or the Disbursing Agent for and on behalf of holders of Disputed Claims in accordance with the Subordination Model attached hereto as Exhibit “H”. Notwithstanding anything contained herein to the contrary, for the avoidance of doubt, the subrogation rights with respect to Allowed Senior Subordinated Notes Claims shall be preserved.

## **ARTICLE VIII**

### **PROVISION FOR TREATMENT OF WMI MEDICAL PLAN CLAIMS (CLASS 4)**

8.1 **Treatment of WMI Medical Plan Claims:** Commencing on the Effective Date, JPMC shall pay or fund the payment of all WMI Medical Plan Claims, in full satisfaction, release and exchange of such Claims.

## **ARTICLE IX**

### **PROVISION FOR TREATMENT OF JPMC RABBI TRUST/POLICY CLAIMS (CLASS 5)**

9.1 **Treatment of JPMC Rabbi Trust/Policy Claims:** On the Effective Date, JPMC shall commence to evaluate each of the JPMC Rabbi Trust/Policy Claims in accordance with the Global Settlement Agreement, the Plan and the Confirmation Order, and, upon determination thereof, shall pay or fund the payment of all JPMC Rabbi Trust/Policy Claims, in full satisfaction, release and exchange of such Claims.

## **ARTICLE X**

### **PROVISION FOR TREATMENT OF OTHER BENEFIT PLAN CLAIMS (CLASS 6)**

10.1 **Treatment of Other Benefit Plan Claims:** Commencing on the Effective Date, JPMC shall pay or fund the payment of all Other Benefit Plan Claims, in full satisfaction, release and exchange of such Claims.

## **ARTICLE XI**

### **PROVISION FOR TREATMENT OF QUALIFIED PLAN CLAIMS (CLASS 7)**

11.1 **Treatment of Qualified Plan Claims:** Commencing on the Effective Date, JPMC shall pay or fund the payment of all Qualified Plan Claims, in full satisfaction, release and exchange of such Claims.

## **ARTICLE XII**

### **PROVISION FOR TREATMENT OF WMB VENDOR CLAIMS (CLASS 8)**

12.1 **Treatment of WMB Vendor Claims:** Commencing on the Effective Date, JPMC shall pay or otherwise satisfy all Allowed WMB Vendor Claims, in full satisfaction, release and exchange of such Claims.

## ARTICLE XIII

### PROVISION FOR TREATMENT OF VISA CLAIMS (CLASS 9)

13.1 **Treatment of Visa Claims:** Commencing on the Effective Date, JPMC shall pay or fund the payment of all Visa Claims, in full satisfaction, release and exchange of such Claims.

## ARTICLE XIV

### PROVISION FOR TREATMENT OF BOND CLAIMS (CLASS 10)

14.1 **Treatment of Bond Claims:** Commencing on the Effective Date, JPMC shall pay or fund the payment of all Bond Claims, in full satisfaction, release and exchange of such Claims.

## ARTICLE XV

### PROVISION FOR TREATMENT OF WMI VENDOR CLAIMS (CLASS 11)

15.1 **Treatment of WMI Vendor Claims:** Commencing on the Effective Date, each holder of an Allowed WMI Vendor Claim shall receive, in full satisfaction, release and exchange of such holder's WMI Vendor Claim, payment in Cash from the Vendor Escrow.

## ARTICLE XVI

### PROVISION FOR TREATMENT OF GENERAL UNSECURED CLAIMS (CLASS 12)

16.1 **Class 12 – General Unsecured Claims:**

(a) **Treatment of General Unsecured Claims.** Commencing on the Effective Date, and subject to the right of election described in Section 16.1(b) below, each holder of an Allowed General Unsecured Claim shall receive, in full satisfaction, release and exchange of such holder's Allowed General Unsecured 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 General Unsecured Claim and (b) in the event that all Allowed Claims (other than Subordinated Claims) are paid in full, such holder's Postpetition Interest Claim; provided, however, that, pursuant to the terms of the Global Settlement Agreement, and as partial consideration for the releases set forth in Article XLI herein, upon the Effective Date, JPMC shall be deemed to have waived its right to receive any distribution on account of the JPMC Allowed Unsecured Claim, including, without limitation, the right to elect to receive Runoff Notes, pursuant to Section 16.1(b) below. The relative priorities among holders of Allowed Senior Notes Claims, Allowed Senior Subordinated Notes Claims, Allowed General Unsecured Claims, Allowed CCB-1 Guarantees Claims, Allowed CCB-2 Guarantees Claims, Allowed PIERS Claims, and Allowed Late-Filed Claims, and the order in which such holders are entitled to receive payment of their Allowed Claims, Intercreditor Interest Claims, Remaining Postpetition Interest Claims and Postpetition Interest Claims, including, without limitation, on account of contractual subordination and subrogation

provisions, are set forth in more detail in the Subordination Model attached hereto as Exhibit “H”; provided, however, that such claims shall be subject to, among other things, reduction, offset or disallowance on account of counterclaims, to the extent applicable, including, but not limited to, the right of the Liquidating Trustee to pursue Avoidance Actions.

(b) Rights of Election.

(i) Runoff Notes Election. On the Ballot, and subject to the provisions of Section 31.14 of the Plan, each holder of a General Unsecured Claim shall be provided the right to elect, in its sole and absolute discretion, to receive Runoff Notes in lieu of some or all of the Creditor Cash that such holder otherwise is entitled to receive on the Effective Date pursuant to the provisions of Section 31.1(a) of the Plan. To the extent that, on the Effective Date, a holder of an Allowed General Unsecured Claim receives Runoff Notes, such holder’s distribution of Creditor Cash to be received on the Effective Date shall be reduced on a dollar-for-dollar basis by the original principal amount of the Runoff Notes received.

(ii) Reorganized Common Stock Election. On the Ballot, each holder of an Allowed General Unsecured Claim that elected to receive Runoff Notes in accordance with the provisions of Section 16.2(a) of the Plan shall be provided the right to elect, in its sole and absolute discretion, to receive such holder’s Pro Rata Share of the Common Stock Allotment, collectively and not individually, in lieu of (i) fifty percent (50%) of such holder’s Litigation Proceeds Interest (solely in its capacity as a holder of an Allowed General Unsecured Claim) and (ii) subject to the provisions of Section 31.14 of the Plan, some or all of the Runoff Notes that such holder otherwise is entitled to and has elected to receive pursuant to Section 16.2(a) of the Plan. To the extent a holder of an Allowed General Unsecured Claim receives Reorganized Common Stock pursuant to the foregoing election, such holder’s share of the Runoff Notes to which the election was effective shall not be issued and Reorganized WMI shall retain an economic interest in the Litigation Proceeds (and such interest shall not constitute a component of the Liquidating Trust Assets) equal to fifty percent (50%) of the Litigation Proceeds such holder otherwise would have received (solely in its capacity as a holder of an Allowed General Unsecured Claim) (and the holder’s rights in respect of distributions from the Liquidating Trust shall be adjusted to the extent such proceeds are received by Reorganized WMI).

Failure by any holder of an Allowed General Unsecured Claim to elect to exercise rights provided in this Section 16.1(b) on or before the Ballot Date shall constitute a deemed waiver and relinquishment of such rights by such holder. Any election made after the Ballot Date shall not be binding upon the Debtors unless the Ballot Date 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.

(c) Allowed Claims of Fifty Thousand Dollars (\$50,000.00) or More/Election to be Treated as a Convenience Claim. Notwithstanding the provisions of Section 16.1 of the Plan, any holder of an Allowed General Unsecured Claim, other than a General Unsecured Claim that is a component of a larger General Unsecured Claim, portions of which may be held by such or any other holder of an Allowed Claim, whose Allowed General Unsecured Claim is more than Fifty Thousand Dollars (\$50,000.00), and who elects to reduce

the amount of such Allowed General Unsecured Claim to Fifty Thousand Dollars (\$50,000.00), shall, at such holder's option, be entitled to receive, based on such Allowed General Unsecured Claim as so reduced, distributions pursuant to Section 17.1 hereof. Such election must be made on the Ballot and be received by the Debtors on or prior to the Ballot Date. Any election made after the Ballot Date shall not be binding upon the Debtors unless the Ballot Date is expressly 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.

**16.2 Class 12A – Late-Filed Claims:** Commencing on the Effective Date, and subject to the priorities set forth in the Subordination Model, each holder of an Allowed Late-Filed Claim shall receive, in full satisfaction, release and exchange of such holder's Allowed Late-Filed Claim and Postpetition Interest Claim, such holder's Pro Rata Share of Liquidating Trust Interests, in an aggregate amount equal to (a) such holder's Allowed Late-Filed Claim and (b) in the event that all Allowed Claims (other than Subordinated Claims) are paid in full, such holder's Postpetition Interest Claim, which interests shall entitle such holder to distributions from the Liquidating Trust after all Allowed Unsecured Claims are paid in full (but prior to payment of Subordinated Claims). The relative priorities among holders of Allowed Senior Notes Claims, Allowed Senior Subordinated Notes Claims, Allowed General Unsecured Claims, Allowed CCB-1 Guarantees Claims, Allowed CCB-2 Guarantees Claims, Allowed PIERS Claims, and Allowed Late-Filed Claims, and the order in which such holders are entitled to receive payment of their Allowed Claims and Postpetition Interest Claims, including, without limitation, on account of contractual subordination and subrogation provisions, are set forth in more detail in the Subordination Model attached hereto as Exhibit "H". Holders of Late-Filed Claims are not entitled to elect to have their Late-Filed Claims treated as Convenience Claims pursuant to Section 16.1(c) hereof.

**16.3 Limitation on Recovery:** Notwithstanding anything contained herein to the contrary, including, without limitation, the distributions to be made to a holder of an Allowed General Unsecured Claim or an Allowed Late Filed Claim in accordance with Sections 16.1 and 16.2 of the Plan, as applicable, in the event that the sum of the distributions of Runoff Notes, Creditor Cash, Cash received on account of Liquidating Trust Interests and Reorganized Common Stock in accordance with Sections 16.1 or 16.2 are equal to or in excess of one hundred percent (100%) of such holder's Allowed General Unsecured Claim and Postpetition Interest Claim or Allowed Late-Filed Claim and Postpetition Interest Claim, as the case may be, the Cash or, subject to the provisions of Section 31.14 of the Plan, Runoff Notes received on account of Liquidating Trust Interests that is distributable to such holder in excess of such one hundred percent (100%) shall be deemed redistributed to holders of Allowed Claims or Equity Interests or the Disbursing Agent for and on behalf of holders of Disputed Claims in accordance with the Subordination Model attached hereto as Exhibit "H".

## **ARTICLE XVII**

### **PROVISION FOR TREATMENT OF CONVENIENCE CLAIMS (CLASS 13)**

**17.1 Treatment of Convenience Claims:** On the later of the Effective Date and the date such Allowed Convenience Claim becomes an Allowed Claim, or as soon thereafter as is practicable, the Disbursing Agent shall pay to each holder of an Allowed Convenience

Claim, in Cash, the full amount of such Allowed Convenience Claim, in full satisfaction, settlement, release, and discharge of, and in exchange for such Allowed Convenience Claim.

## ARTICLE XVIII

### PROVISION FOR TREATMENT OF CCB-1 GUARANTEES CLAIMS (CLASS 14)

18.1 **Treatment of CCB-1 Guarantees Claims:** Commencing on the Effective Date, and subject to the right of election described in Section 18.2 below, each holder of an Allowed CCB-1 Guarantees Claim shall receive, in full satisfaction, release and exchange of such holder's Allowed CCB-1 Guarantees Claim, Intercreditor Interest Claim and Postpetition Interest Claim (which, for the avoidance of doubt, on the Confirmation Date shall be finally determined to not be subject to any avoidance, reduction, setoff, offset, recharacterization, subordination (whether equitable, contractual or otherwise), counterclaim, cross claim, defense, disallowance, impairment, objection, or challenge under applicable law or regulation by any person), subject to the Lien or priority rights of the CCB-1 Trustee, 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-1 Guarantees Claim and (b) such holder's Intercreditor Interest Claim; provided, however, that, notwithstanding the foregoing, the contractual subordination and subrogation rights of Entities who hold CCB-1 Preferred Securities shall be preserved and enforced hereunder pursuant to section 510(a) of the Bankruptcy Code and any proposed distribution on account of the CCB-1 Common Securities of (i) Runoff Notes, (ii) Creditor Cash and (iii) Cash on account of Liquidating Trust Interests shall be recalculated and then distributed, subject to Bankruptcy Rule 3021 and subject to the Lien and priority rights of the CCB-1 Trustee, to Entities who hold CCB-1 Preferred Securities, or Liquidating Trust Interests on account thereof, until such time as such Entities' Allowed CCB-1 Guarantees Claims, Intercreditor Interest Claims and Postpetition Interest Claims have been satisfied in accordance with the terms and provisions of the trust agreements related to such securities; and, provided, further, that, following such distribution to holders of CCB-1 Common Securities, in accordance with the Global Settlement Agreement, the Receivership shall not retain any such distribution and the Liquidating Trust shall redistribute such distribution in accordance with the priorities set forth in the Subordination Model attached hereto as Exhibit "H"; and, provided, however, that, following the distribution to CCB-1 Preferred Securities referred to above, any remaining distribution to holders of Allowed CCB-1 Guarantees Claims of (a) Creditor Cash, (b) Cash received on account of Liquidating Trust Interests, and (c) Runoff Notes (to the extent elected pursuant to Section 18.2) shall be distributed, subject to Bankruptcy Rule 3021 and subject to the Lien or priority rights of the CCB-1 Trustee, in accordance with the priorities set forth in the Subordination Model attached hereto as Exhibit "H". In addition, in accordance with the Subordination Model attached hereto as Exhibit "H", each holder of an Allowed CCB-1 Guarantees Claim shall be entitled to receive on account of such Allowed CCB-1 Guarantees Claim and, irrespective of whether all Allowed Claims are paid in full, such holder's Intercreditor Interest Claim, redistributions of Creditor Cash, Cash received on account of Liquidating Trust Interests and Runoff Notes. The relative priorities among holders of Allowed Senior Notes Claims, Allowed Senior Subordinated Notes Claims, Allowed General Unsecured Claims, Allowed CCB-1 Guarantees Claims, Allowed CCB-2 Guarantees Claims, Allowed PIERS Claims, and Allowed Late-Filed Claims, and the order in which such holders are entitled



to receive payment of their Allowed Claims, Intercreditor Interest Claims, Remaining Postpetition Interest Claims and Postpetition Interest Claims, including, without limitation, on account of contractual subordination and subrogation provisions, are set forth in more detail in the Subordination Model attached hereto as Exhibit “H”.

## 18.2 **Rights of Election:**

(a) **Runoff Notes Election.** On the Ballot, and subject to the provisions of Section 31.14 of the Plan, each holder of an Allowed CCB-1 Guarantees Claim shall be provided the right to elect, in its sole and absolute discretion, to receive Runoff Notes (to the extent remaining after distribution to holders of Allowed Senior Notes Claims, General Unsecured Claims, and Allowed Senior Subordinated Notes Claims, subject to adjustment based upon the Runoff Notes elected by holders of Allowed CCB-2 Guarantees Claims), in lieu of some or all of the Creditor Cash that such holder otherwise is entitled to receive on the Effective Date pursuant to the provisions of Section 31.1(a) of the Plan, subject to the Lien or priority rights of the CCB-1 Trustee. To the extent that, on the Effective Date, a holder of an Allowed CCB-1 Guarantees Claim receives Runoff Notes such holder’s distribution of Cash to be received on the Effective Date shall be reduced on a dollar-for-dollar basis by the original principal amount of the Runoff Notes received.

(b) **Reorganized Common Stock Election.** On the Ballot, each holder of an Allowed CCB-1 Guarantees Claim that elected to receive Runoff Notes in accordance with the provisions of Section 18.2(a) of the Plan shall be provided the right to elect, in its sole and absolute discretion, to receive such holder’s Pro Rata Share of the Common Stock Allotment, collectively and not individually, in lieu of (i) fifty percent (50%) of such holder’s Litigation Proceeds Interest (solely in its capacity as a holder of an Allowed CCB-1 Guarantees Claim) and (ii) subject to the provisions of Section 31.14 of the Plan, some or all of the Runoff Notes that such holder otherwise is entitled to and has elected to receive pursuant to Section 18.2(a) of the Plan. To the extent a holder of an Allowed CCB-1 Guarantees Claim receives Reorganized Common Stock pursuant to the foregoing election, such holder’s share of the Runoff Notes to which the election was effective shall not be issued and Reorganized WMI shall retain an economic interest in the Litigation Proceeds (and such interest shall not constitute a component of the Liquidating Trust Assets) equal to fifty percent (50%) of the Litigation Proceeds such holder otherwise would have received (solely in its capacity as a holder of an Allowed CCB-1 Guarantees Claim) (and the holder’s rights in respect of distributions from the Liquidating Trust shall be adjusted to the extent such proceeds are received by Reorganized WMI).

Failure by any holder of an Allowed CCB-1 Guarantees Claim to elect to exercise rights provided in this Section 18.2 on or before the Ballot Date shall constitute a deemed waiver and relinquishment of such rights by such holder. Any election made after the Ballot Date shall not be binding upon the Debtors unless the Ballot Date 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.

18.3 **Limitation on Recovery:** Notwithstanding anything contained herein to the contrary, including, without limitation, the distributions to be made to a holder of an Allowed CCB-1 Guarantees Claim in accordance with Section 18.1 of the Plan, in the event that the sum

of (i) distributions of Runoff Notes, Creditor Cash, Cash received on account of Liquidating Trust Interests and Reorganized Common Stock in accordance with Sections 18.1 and 18.2, (ii) redistributions of Creditor Cash, Cash received on account of Liquidating Trust Interests and Runoff Notes, 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 hereto as Exhibit “H”, (iii) redistributions of Cash received on account of Liquidating Trust Interests in accordance with the provisions of Sections 6.3 or 7.3 herein and (iv) distributions from the Receivership are equal to or in excess of one hundred percent (100%) of such holder’s Allowed CCB-1 Guarantees Claim and Intercreditor Interest Claim, the Cash or, subject to the provisions of Section 31.14 of the Plan, Runoff Notes received on account of Liquidating Trust Interests that is distributable to such holder in excess of such one hundred percent (100%) shall be deemed redistributed to holders of Allowed Claims or Equity Interests or the Disbursing Agent for and on behalf of holders of Disputed Claims in accordance with the Subordination Model attached hereto as Exhibit “H”. Notwithstanding anything contained herein to the contrary, for the avoidance of doubt, the subrogation rights with respect to Allowed CCB-1 Guarantees Claims shall be preserved.

## ARTICLE XIX

### PROVISION FOR TREATMENT OF CCB-2 GUARANTEES CLAIMS (CLASS 15)

19.1 **Treatment of CCB-2 Guarantees Claims:** Commencing on the Effective Date, and subject to the right of election described in Section 19.2 below, each holder of an Allowed CCB-2 Guarantees Claim shall receive, in full satisfaction, release and exchange of such holder’s Allowed CCB-2 Guarantees Claim, Intercreditor Interest Claim and Postpetition Interest Claim (which, for the avoidance of doubt, on the Confirmation Date shall be finally determined to not be subject to any avoidance, reduction, setoff, offset, recharacterization, subordination (whether equitable, contractual or otherwise), counterclaim, cross claim, defense, disallowance, impairment, objection, or challenge under applicable law or regulation by any person), subject to the Lien or priority rights of the CCB-2 Trustees, 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-2 Guarantees Claim and (b) such holder’s Intercreditor Interest Claim; provided, however, that, notwithstanding the foregoing, the contractual subordination and subrogation rights of Entities who hold CCB-2 Preferred Securities shall be preserved and enforced hereunder pursuant to section 510(a) of the Bankruptcy Code and any proposed distribution on account of the CCB-2 Common Securities of (i) Runoff Notes, (ii) Creditor Cash and (iii) Cash on account of Liquidating Trust Interests shall be recalculated and then distributed, subject to Bankruptcy Rule 3021 and subject to the Lien and priority rights of the CCB-2 Trustees, to Entities who hold CCB-2 Preferred Securities, or Liquidating Trust Interests on account thereof, until such time as such Entities’ Allowed CCB-2 Guarantees Claims and Postpetition Interest Claims have been satisfied in accordance with the terms and provisions of the trust agreements related to such securities; and, provided, further, that, following such distribution to holders of the CCB-2 Common Securities, in accordance with the Global Settlement Agreement, the Receivership shall not retain any such distribution and the Liquidating Trustee shall redistribute such distributions in accordance with the priorities set forth in the Subordination Model attached hereto as Exhibit “H”; and provided, further, that, following

the distribution to CCB-2 Preferred Securities referred to above, any remaining distribution to holders of Allowed CCB-2 Guarantees Claims of (a) Creditor Cash, (b) Cash received on account of Liquidating Trust Interests, and (c) Runoff Notes (to the extent elected pursuant to Section 19.2), shall be distributed, subject to Bankruptcy Rule 3021 and subject to the Lien or priority rights of the CCB-2 Trustees, in accordance with the priorities set forth in the Subordination Model attached hereto as Exhibit "H". In addition, in accordance with the Subordination Model attached hereto as Exhibit "H", each holder of an Allowed CCB-2 Guarantees Claim shall be entitled to receive on account of such Allowed CCB-2 Guarantees Claim and, irrespective of whether all Allowed Claims are paid in full, such holder's Intercreditor Interest Claim, redistributions of Creditor Cash, Cash received on account of Liquidating Trust Interests and Runoff Notes. The relative priorities among holders of Allowed Senior Notes Claims, Allowed Senior Subordinated Notes Claims, Allowed General Unsecured Claims, Allowed CCB-1 Guarantees Claims, Allowed CCB-2 Guarantees Claims, Allowed PIERS Claims, and Allowed Late-Filed Claims, and the order in which such holders are entitled to receive payment of their Allowed Claims, Intercreditor Interest Claims, Remaining Postpetition Interest Claims and Postpetition Interest Claims, including, without limitation, on account of contractual subordination and subrogation provisions, are set forth in more detail in the Subordination Model attached hereto as Exhibit "H".

## 19.2 **Rights of Election:**

(a) **Runoff Notes Election.** On the Ballot, and subject to the provisions of Section 31.14 of the Plan, each holder of an Allowed CCB-2 Guarantees Claim shall be provided the right to elect, in its sole and absolute discretion, to receive Runoff Notes (to the extent remaining after distributions to or reserved retained for holders of Senior Notes Claims, Allowed General Unsecured Claims, and Allowed Senior Subordinated Notes Claims, subject to adjustment based upon the Runoff Notes elected by holders of Allowed CCB-1 Guarantees Claims), in lieu of some or all of the Creditor Cash that such holder otherwise is entitled to receive on the Effective Date pursuant to the provisions of Section 31.1(a) of the Plan, subject to the Lien or priority rights of the CCB-2 Trustees. To the extent that, on the Effective Date, a holder of an Allowed CCB-2 Guarantees Claim receives Runoff Notes, such holder's distribution of Cash to be received on account of Liquidating Trust Interests shall be reduced on a dollar-for-dollar basis by the original principal amount of the Runoff Notes received.

(b) **Reorganized Common Stock Election.** On the Ballot, each holder of an Allowed CCB-2 Guarantees Claim that elected to receive Runoff Notes in accordance with the provisions of Section 19.2(a) of the Plan shall be provided the right to elect, in its sole and absolute discretion, to receive such holder's Pro Rata Share of the Common Stock Allotment, collectively and not individually, in lieu of (i) fifty percent (50%) of such holder's Litigation Proceeds Interest (solely in its capacity as a holder of an Allowed CCB-2 Guarantees Claim) and (ii) subject to the provisions of Section 31.14 of the Plan, some or all of the Runoff Notes that such holder otherwise is entitled to and has elected to receive pursuant to Section 19.2(a) of the Plan. To the extent a holder of an Allowed CCB-2 Guarantees Claim receives Reorganized Common Stock pursuant to the foregoing election, such holder's share of the Runoff Notes to which the election was effective shall not be issued and Reorganized WMI shall retain an economic interest in the Litigation Proceeds (and such interest shall not constitute a component of Liquidating Trust Assets) equal to fifty percent (50%) of the Litigation Proceeds such holder

otherwise would have received (solely in its capacity as a holder of an Allowed CCB-2 Guarantees Claim) (and the holder's rights in respect of distributions from the Liquidating Trust shall be adjusted to the extent such proceeds are received by Reorganized WMI).

Failure by any holder of an Allowed CCB-2 Guarantees Claim to elect to exercise rights provided in this Section 19.2 on or before the Ballot Date shall constitute a deemed waiver and relinquishment of such rights by such holder. Any election made after the Ballot Date shall not be binding upon the Debtors unless the Ballot Date 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.

19.3 **Limitation on Recovery:** Notwithstanding anything contained herein to the contrary, including, without limitation, the distributions to be made to a holder of an Allowed CCB-2 Guarantees Claim in accordance with Section 19.1 of the Plan, in the event that the sum of (i) distributions of Runoff Notes, Creditor Cash, Cash received on account Liquidating Trust Interests and Reorganized Common Stock in accordance with Sections 19.1 and 19.2, (ii) redistributions of Creditor Cash, Cash received on account of Liquidating Trust Interests and Runoff Notes, 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 hereto as Exhibit "H", (iii) redistributions of Cash received on account of Liquidating Trust Interests in accordance with the provisions of Sections 6.3 or 7.3 and (iv) distributions from the Receivership are equal to or in excess of one hundred percent (100%) of such holder's Allowed CCB-2 Guarantees Claim and Intercreditor Interest Claim, the Cash or, subject to the provisions of Section 31.14 of the Plan, Runoff Notes received on account of Liquidating Trust Interests that is distributable to such holder in excess of such one hundred percent (100%) shall be deemed redistributed to holders of Allowed Claims or Equity Interests or the Disbursing Agent for and on behalf of holders of Disputed Claims in accordance with the Subordination Model attached hereto as Exhibit "H". Notwithstanding anything contained herein to the contrary, for the avoidance of doubt, the subrogation rights with respect to Allowed CCB-2 Guarantees Claims shall be preserved.

## ARTICLE XX

### PROVISION FOR TREATMENT OF PIERS CLAIMS (CLASS 16)

20.1 **Treatment of PIERS Claims:** Commencing on the Effective Date, each holder of an Allowed PIERS Claim shall receive, in full satisfaction, release and exchange of such holder's Allowed PIERS Claim and Postpetition Interest Claim (which, for the avoidance of doubt, on the Confirmation Date shall be finally determined to not be subject to any avoidance, reduction, setoff, offset, recharacterization, subordination (whether equitable, contractual or otherwise), counterclaim, cross claim, defense, disallowance, impairment, objection, or challenge under applicable law or regulation by any person), subject to the Lien or priority rights of the PIERS Trustee, such holder's Pro Rata Share of (i) Runoff Notes (subject to the provisions of Section 31.14 of the Plan and 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), (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 (other than Subordinated Claims) are paid in full, such holder's Postpetition Interest Claim; provided, however, that, notwithstanding the foregoing, the contractual subordination and subrogation rights of Entities who hold PIERS Preferred Securities shall be preserved and enforced hereunder pursuant to section 510(a) of the Bankruptcy Code and any proposed distribution on account of the PIERS Common Securities of (i) Runoff Notes, (ii) Creditor Cash and (iii) Cash on account of Liquidating Trust Interests shall be recalculated and then distributed, subject to Bankruptcy Rule 3021 and subject to the Lien and priority rights of the PIERS Trustee, to Entities who hold PIERS Preferred Securities, or Liquidating Trust Interests on account thereof, until such time as such Entities' Allowed PIERS Claims and Postpetition Interest Claims have been satisfied in accordance with the terms and provisions of the PIERS Trust Agreement; and, provided, further, that, following such distributions to holders of the PIERS Preferred Securities, WMI shall not retain any distribution on account of the PIERS Common Securities, including, without limitation, the Runoff Notes; and, provided, further, that, following the distribution to PIERS Preferred Securities referred to above, any remaining distribution of (a) Creditor Cash, (b) Cash received on account of Liquidating Trust Interests, and (c) Runoff Notes, shall be distributed, subject to Bankruptcy Rule 3021 and subject to the Lien or priority rights of the PIERS Trustee, in accordance with the priorities set forth in the Subordination Model attached hereto as Exhibit "H". The relative priorities among holders of Allowed Senior Notes Claims, Allowed Senior Subordinated Notes Claims, Allowed General Unsecured Claims, Allowed CCB-1 Guarantees Claims, Allowed CCB-2 Guarantees Claims, Allowed PIERS Claims, and Allowed Late-Filed Claims, and the order in which such holders are entitled to receive payment of their Allowed Claims, Intercreditor Interest Claims, Remaining Postpetition Interest Claims and Postpetition Interest Claims, including, without limitation, on account of contractual subordination and subrogation provisions, are set forth in more detail in the Subordination Model attached hereto as Exhibit "H"

20.2 **Reorganized Common Stock Election:** On the Ballot, each holder of an Allowed PIERS Claim shall be provided the right to elect, in its sole and absolute discretion, to receive such holder's Pro Rata Share of the Common Stock Allotment in lieu of (i) fifty percent (50%) of such holder's Litigation Proceeds Interest (solely in its capacity as a holder of an Allowed PIERS Claim) and (ii) subject to the provisions of Section 31.14 of the Plan, some or all of the Runoff Notes that such holder otherwise is entitled to receive pursuant to Section 20.1 of the Plan. To the extent a holder of an Allowed PIERS Claim receives Reorganized Common Stock pursuant to the foregoing election, such holder's share of the Runoff Notes to which the election was effective shall not be issued and Reorganized WMI shall retain an economic interest in the Litigation Proceeds equal to fifty percent (50%) of the Litigation Proceeds (and such interest shall not constitute a component of the Liquidating Trust Assets) such holder otherwise would have received (solely in its capacity as a holder of an Allowed PIERS Claim) (and the holder's rights in respect of distributions from the Liquidating Trust shall be adjusted to the extent such proceeds are received by Reorganized WMI).

Failure by any holder of an Allowed PIERS Claim to elect to exercise rights provided in this Section 20.2 on or before the Ballot Date shall constitute a deemed waiver and relinquishment of such rights by such holder. Any election made after the Ballot Date shall not be binding upon the Debtors unless the Ballot Date 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.

20.3 **Limitation on Recovery:** Notwithstanding anything contained herein to the contrary, including, without limitation, the distributions to be made to a holder of an Allowed PIERS Claim in accordance with Section 20.1 of the Plan, in the event that the sum of (i) distributions of Runoff Notes, Creditor Cash, Cash received on account of Liquidating Trust Interests and Reorganized Common Stock in accordance with Sections 20.1 and 20.2 of the Plan and (ii) redistributions of Cash received on account of Liquidating Trust Interests in accordance with the provisions of Sections 6.3, 7.3, 18.3, or 19.3 are equal to or in excess of one hundred percent (100%) of such holder's Allowed PIERS Claim and Postpetition Interest Claim, the Cash or, subject to the provisions of Section 31.14 of the Plan, Runoff Notes received on account of Liquidating Trust Interests that is distributable to such holder in excess of such one hundred percent (100%) shall be deemed redistributed to holders of Allowed Claims or Equity Interests or the Disbursing Agent for and on behalf of holders of Disputed Claims in accordance with the Subordination Model attached hereto as Exhibit "H". Notwithstanding anything contained herein to the contrary, for the avoidance of doubt, the subrogation rights of holders of Allowed PIERS Claims shall be preserved.

## ARTICLE XXI

### PROVISION FOR TREATMENT OF WMB NOTES CLAIMS AND NON-FILING WMB SENIOR NOTE HOLDERS (CLASS 17)

#### 21.1 **Treatment of WMB Notes Claims:**

(a) **Class 17A – WMB Senior Notes Claims.** Class 17A shall consist of WMB Senior Notes Claims. Commencing on the Effective Date, each holder of an Allowed WMB Senior Notes Claim shall receive, in full satisfaction, release and exchange of such holder's Allowed WMB Senior Notes Claim, such holder's Pro Rata Share of BB Liquidating Trust Interests (which interests, in the aggregate, 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)); provided, however, that, notwithstanding the foregoing, but subject to the provisions of Section 41.18 hereof, the Settlement WMB Senior Note Holders shall have first priority to recover Cash distributions made on account of the BB Liquidating Trust Interests up to an aggregate amount of Ten Million Dollars (\$10,000,000.00), to compensate for the legal fees and expenses incurred by the Settlement WMB Senior Note Holders' and other WMB Senior Note Holders' retention of Wilmer Cutler Pickering Hale & Dorr LLP, Pachulski Stang Ziehl & Jones LLP, and Boies, Schiller & Flexner LLP in connection with the Debtors' Chapter 11 Cases. Each holder of a WMB Senior Notes Claim that, in accordance with the Original Disclosure Statement Order, elected to check the box on the Class 17A Ballot labeled "Grant Plan Section 43.6 Release" in connection with the Sixth Amended Plan and, by having checked such box: (i) solely with respect to the Plan, such holder's WMB Senior Notes Claim shall be deemed an Allowed WMB Senior Notes Claim 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 such holder as of October 25, 2010; provided, however, that, notwithstanding the foregoing, such amount shall be only for purposes of voting and calculating each holder's "Pro Rata Share" of BB Liquidating Trust Interests, and shall not in any way increase the amount to be distributed to holders of Allowed WMB Senior Notes Claims and Accepting Non-Filing WMB Senior Note

Holders in excess of Three Hundred Thirty-Five Million Dollars (\$335,000,000.00); (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) the holder of such Allowed WMB Senior Notes Claim shall consent to provide on its behalf and with respect to its Allowed WMB Senior Notes Claim the releases provided in Section 41.6 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 such holder's Allowed WMB Senior Notes Claim, as well as any misrepresentation or other similar claim for damages arising from the purchase or sale of such holder's Allowed WMB Senior Notes Claim (including, without limitation, any Section 510(b) Subordinated WMB Notes Claims that such holder 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 that, in accordance with the Original Disclosure Statement Order, the holder of a WMB Senior Notes Claim did not check the box on the Class 17A Ballot labeled "Grant Plan Section 43.6 Release" in connection with the Sixth Amended Plan, the Debtors, the Liquidating Trustee, and all parties in interest shall reserve and maintain all of their respective rights to dispute such 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 such WMB Senior Notes Claim is determined pursuant to a Final Order of the Bankruptcy Court to be an Allowed Claim, (i) such Claim shall be deemed an Allowed WMB Senior Notes Claim, (ii) the holder of such Allowed WMB Senior Notes Claim shall be entitled to receive its Pro Rata Share of the BB Liquidating Trust Interests, and (iii) such holder shall be deemed to have consented to the releases provided in Section 41.6 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 such holder's Allowed WMB Senior Notes Claim, as well as any misrepresentation or other similar claim for damages arising from the purchase or sale of such holder's Allowed WMB Senior Notes Claim (including, without limitation, any Section 510(b) Subordinated WMB Notes Claims that such holder may have). Payments made by WMI pursuant to this Section 21.1(a) shall be treated as payments made on account of the WMB Senior Notes held by holders of Allowed WMB Senior Notes Claims, and shall reduce the principal amount of such notes (and thus the maximum recovery permitted against the Receivership). 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 solely for purposes of determining the holders' relative participation in distributions (unless and until each holder has recovered, in the aggregate, through distributions pursuant to the Plan and from the Receivership, the full amount of its claim). For the avoidance of doubt, all of the \$335 million allocated for payment to holders of Allowed WMB Senior Notes Claims and Accepting Non-Filing WMB Senior Note Holders, as provided in Sections 21.1(a) and (b) of the Plan, shall be paid either to counsel to or to holders of Allowed WMB Senior Notes Claims and Accepting Non-Filing WMB Senior Note Holders,

and none of the foregoing amounts shall revert either to the Debtors or the Reorganized Debtors, or be payable to creditors in any other Class under the Plan.

(b) Non-Filing WMB Senior Note Holders. Each Non-Filing WMB Senior Note Holder that, in accordance with the Original Disclosure Statement Order, elected to check the box on the Non-Filing WMB Senior Note Holder Election Form labeled “Grant Plan Section 43.6 Release” in connection with the Sixth Amended Plan and, by having checked such box: (i) such holder shall be deemed to be an Accepting Non-Filing WMB Senior Note Holder, (ii) such holder shall be entitled to receive its Pro Rata Share of BB Liquidating Trust Interests, and (iii) such holder shall consent to provide on its behalf and with respect to its WMB Senior Notes the releases provided in Section 41.6 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 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 holders (WMB Senior Notes); 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. Payments made by WMI pursuant to this Section 21.1(b) shall be treated as payments made on account of the WMB Senior Notes held by Accepting Non-Filing WMB Senior Note Holders, and shall reduce the principal amount of such notes (and thus the maximum recovery permitted against the Receivership). 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 solely for purposes of determining the holders’ relative participation in distributions (unless and until each holder has recovered, in the aggregate, through distributions pursuant to the Plan and from the Receivership, the full amount of its claim). Notwithstanding the foregoing, and irrespective of whether a Non-Filing WMB Senior Note Holder receives a distribution of BB Liquidating Trust Interests pursuant to this Section (b), no Non-Filing WMB Senior Note Holder shall be deemed to hold a Claim against the Debtors with respect to such holder’s WMB Senior Notes.

(c) Class 17B – WMB Subordinated Notes. On the Effective Date, and in consideration for the distribution to be made to the FDIC Receiver pursuant to the Global Settlement Agreement, all WMB Subordinated Notes Claims, to the extent that they are not Section 510(b) Subordinated WMB Notes Claims, shall be deemed disallowed, and holders thereof shall not receive any distribution from the Debtors.

(d) Right to Recovery. WMB Senior Notes Claims and WMB Subordinated Notes Claims are not superior in right of recovery to Allowed Senior Notes Claims, Allowed Senior Subordinated Notes Claims, Allowed CCB-1 Guarantees Claims, Allowed CCB-2 Guarantees Claims, Allowed PIERS Claims, Allowed General Unsecured Claims, or Allowed Late Filed Claims, and the holders of WMB Senior Notes Claims and WMB Subordinated Notes Claims may not seek recourse, payment, turnover, indemnity, damages, setoff, pay-over, or other compensation from holders of any Allowed Claims, including, without limitation, Senior Notes Claims, Senior Subordinated Notes Claims, CCB-1 Guarantees Claims, CCB-2 Guarantees Claims, PIERS Claims, General Unsecured Claims, or Late-Filed Claims, on account of WMB-issued obligations.



## ARTICLE XXII

### PROVISION FOR TREATMENT OF SUBORDINATED CLAIMS (CLASS 18)

22.1 **Treatment of Subordinated Claims:** Commencing on the Effective Date, and in the event that all Allowed Claims and Postpetition Interest Claims in respect of Allowed Claims are paid in full, each holder of an Allowed Subordinated Claim shall receive, in full satisfaction, release and exchange of such holder's Allowed Subordinated Claim and Postpetition Interest Claim, such holder's Pro Rata Share of, Liquidating Trust Interests in an aggregate amount equal to such holder's Allowed Subordinated Claim and Postpetition Interest Claim.

22.2 **Limitation on Recovery:** Notwithstanding anything contained herein to the contrary, including, without limitation, the distributions to be made to a holder of an Allowed Subordinated Claim in accordance with Section 22.1 of the Plan, in the event that the sum of Cash received on account of Liquidating Trust Interests in accordance with Section 22.1 are equal to or in excess of one hundred percent (100%) of such holder's Allowed Subordinated Claim and Postpetition Interest Claim, the Cash received on account of Liquidating Trust Interests that is distributable to such holder in excess of such one hundred percent (100%) shall be deemed redistributed to holders of the Equity Interests or the Disbursing Agent for and on behalf of holders of Disputed Claims in accordance with the Subordination Model attached hereto as Exhibit "H".

## ARTICLE XXIII

### PROVISION FOR TREATMENT OF PREFERRED EQUITY INTEREST (CLASS 19)

23.1 **Treatment of Preferred Equity Interests:** Commencing on the Effective Date, and subject to the execution and delivery of a release in accordance with the provisions of Section 41.6 of the Plan, each holder of a Preferred Equity Interest, including, without limitation, each holder of a REIT Series, shall be entitled to receive such holder's Pro Rata Share of seventy percent (70%) of (a) subject to the right of election provided in Sections 6.2(b), 7.2(b), 16.1(b)(ii), 18.2(b), 19.2(b) and 20.2(b) of the Plan, the Reorganized Common Stock, and (b) in the event that all Allowed Claims and Postpetition Interest Claims in respect of Allowed Claims are paid in full (including with respect to Allowed Subordinated Claims), any Liquidating Trust Interests to be redistributed; provided, however, that, in the event that, at the Confirmation Hearing and in the Confirmation Order, the Bankruptcy Court determines that a different percentage should apply, the foregoing percentage shall be adjusted in accordance with the determination of the Bankruptcy Court and be binding upon each holder of a Preferred Equity Interest. In addition, and separate and distinct from the distribution to be provided to holders of the Preferred Equity Interests from the Debtors, pursuant to the Global Settlement Agreement, and in exchange for the releases set forth in the Global Settlement Agreement and in Article XLI herein, on the Effective Date, JPMC shall pay, or transfer to the Disbursing Agent, for payment to each Releasing REIT Trust Holder its pro rata share of Fifty Million Dollars (\$50,000,000.00), determined by multiplying (a) Fifty Million Dollars (\$50,000,000.00) times (b) an amount equal to (i) the principal amount of REIT Series held by such Releasing REIT Trust Holder on the voting record date with respect to the Sixth Amended Plan divided by (ii) the

outstanding principal amount of all REIT Series (which is Four Billion Dollars (\$4,000,000,000.00)); provided, however, that the release of claims against the “Releasees” delivered in connection with the solicitation of acceptances and rejections to the Sixth Amended Plan shall be deemed binding and effective for each Releasing REIT Trust Holder; and, provided, further, that, at the election of JPMC, the amount payable to Releasing REIT Trust Holders pursuant to this Section 23.1 and Section 2.24 of the Global Settlement Agreement may be paid in shares of common stock of JPMC, having an aggregate value equal to the amount of cash to be paid pursuant to this Section 23.1 and 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. While JPMC’s maximum liability pursuant to this Section 23.1 and Section 2.24 of the Global Settlement Agreement is Fifty Million Dollars (\$50,000,000.00), JPMC’s liability shall be reduced to the extent the Releasing REIT Trust Holders comprise less than all of the outstanding REIT Series holders.

**23.2 Cancellation of REIT Series:** Notwithstanding the provisions of Section 23.1 hereof, on the Effective Date, all REIT Series shall be deemed extinguished and the certificates and all other documents representing such Equity Interests shall be deemed cancelled and of no force and effect. For the avoidance of doubt, this Section 23.2 shall have no effect on, and shall not result in the extinguishment or cancellation of, the Trust Preferred Securities and, in accordance with the Global Settlement Agreement, JPMC or its designee is the sole legal, equitable and beneficial owner of the Trust Preferred Securities for all purposes.

**23.3 Cancellation of Preferred Equity Interests:** Notwithstanding the provisions of Section 23.1 hereof, on the Effective Date, all non-REIT Series Preferred Equity Interests shall be deemed extinguished and the certificates and all other documents representing such Equity Interests shall be deemed cancelled and of no force and effect.

## **ARTICLE XXIV**

### **PROVISION FOR TREATMENT OF DIME WARRANTS (CLASS 21)**

**24.1 Treatment of Dime Warrants:** Commencing on the Effective Date, and subject to the execution and delivery of a release in accordance with the provisions of Section 41.6 of the Plan, each holder of Dime Warrants shall be entitled to receive such holder’s Pro Rata Share of thirty percent (30%) of (a) subject to right of election provided in Sections 6.2(b), 7.2(b), 16.1(b)(ii), 18.2(b), 19.2(b) and 20.2(b) of the Plan, the Reorganized Common Stock and (b) in the event that all Allowed Claims and Postpetition Interest Claims in respect of Allowed Claims are paid in full (including with respect to Allowed Subordinated Claims), any Liquidating Trust Interests to be redistributed, each to be shared on a pari passu basis with holders of Common Equity Interests; provided, however, that, to the extent that holders of Dime Warrants are determined, pursuant to a Final Order, to hold Allowed Claims, and such Allowed Claims are not otherwise subordinated to the level of Common Equity Interests in accordance with section 510 of the Bankruptcy Code, such Allowed Claims shall be deemed to be Allowed General Unsecured Claims classified in Class 12 of the Plan and shall receive the treatment provided in Article XVI hereof; and, provided, further, that, in the event at the Confirmation Hearing and in the Confirmation Order, the Bankruptcy Court determines that a different percentage should

apply, the foregoing percentage shall be adjusted in accordance with the determination of the Bankruptcy Court and be binding upon each holder of a Dime Warrant.

24.2 **Cancellation of Dime Warrants:** Notwithstanding the provisions of Section 24.1 hereof, on the Effective Date, all Dime Warrants shall be deemed extinguished and the certificates and all other documents representing such Equity Interests shall be deemed cancelled and of no force and effect.

## ARTICLE XXV

### PROVISION FOR TREATMENT OF COMMON EQUITY INTERESTS (CLASS 22)

25.1 **Treatment of Common Equity Interests:** Commencing on the Effective Date, and subject to the execution and delivery of a release in accordance with the provisions of Section 41.6 of the Plan, each holder of Common Equity Interests shall be entitled to receive such holder's Pro Rata Share of thirty percent (30%) of (a) subject to the right of election provided in Sections 6.2(b), 7.2(b), 16.1(b)(ii), 18.2(b), 19.2(b) and 20.2(b) of the Plan, the Reorganized Common Stock and (b) in the event that all Allowed Claims and Postpetition Interest Claims in respect of Allowed Claims are paid in full (including with respect to Allowed Subordinated Claims), any Liquidating Trust Interests to be redistributed, each to be shared on a pari passu basis with holders of the Dime Warrants to the extent that Dime Warrants are determined pursuant to a Final Order, to constitute Equity Interests or subordinated to the level of Common Equity Interests in accordance with section 510 of the Bankruptcy Code; provided, however, that, in the event at the Confirmation Hearing and in the Confirmation Order, the Bankruptcy Court determines that a different percentage should apply, the foregoing percentage shall be adjusted in accordance with the determination of the Bankruptcy Court and be binding upon each holder of a Common Equity Interest.

25.2 **Cancellation of Common Equity Interests:** Notwithstanding the provisions of Section 25.1 hereof, on the Effective Date, all Common Equity Interests shall be deemed extinguished and the certificates and all other documents representing such Equity Interests shall be deemed cancelled and of no force and effect.

## ARTICLE XXVI

### PROVISION FOR TREATMENT OF DISPUTED CLAIMS AND DISPUTED EQUITY INTERESTS

26.1 **Objections to Claims; Prosecution of Disputed Claims and Disputed Equity Interests:** The Liquidating Trustee shall object to, and shall assume any pending objection filed by the Debtors to, the allowance of Claims and Equity Interests filed with the Bankruptcy Court with respect to which it disputes liability, priority or amount, including, without limitation, objections to Claims and Equity Interests that have been assigned and the assertion of the doctrine of equitable subordination with respect thereto. All objections, affirmative defenses and counterclaims shall be litigated to Final Order; provided, however, that the Liquidating Trustee shall have the authority to file, settle, compromise or withdraw any objections to Claims or Equity Interests. Unless otherwise ordered by the Bankruptcy Court, to

the extent not already objected to by the Debtors, the Liquidating Trustee shall file and serve all objections to Claims and Equity Interests as soon as practicable, but, in each instance, not later than one hundred eighty (180) days following the Effective Date or such later date as may be approved by the Bankruptcy Court.

26.2 **Estimation of Claims:** On and after the Effective Date, and unless otherwise limited by an order of the Bankruptcy Court, the Liquidating Trustee may at any time request the Bankruptcy Court to estimate for final distribution purposes any contingent, unliquidated or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code regardless of whether the Debtors previously objected to or sought to estimate such Claim, and the Bankruptcy Court will retain jurisdiction to consider any request to estimate any Claim at any time during litigation concerning any objection to any Claim, including, without limitation, during the pendency of any appeal relating to any such objection. Unless otherwise provided in an order of the Bankruptcy Court, in the event that the Bankruptcy Court estimates any contingent, unliquidated or Disputed Claim, the estimated amount shall constitute either the allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court; provided, however, that, if the estimate constitutes the maximum limitation on such Claim, the Liquidating Trustee may elect to pursue supplemental proceedings to object to any ultimate allowance of such Claim; and, provided, further, that the foregoing is not intended to limit the rights granted by section 502(j) of the Bankruptcy Code. All of the aforementioned Claims objection, estimation and resolution procedures are cumulative and not necessarily exclusive of one another; provided, however, that in no event shall any such procedure increase or expand payment or performance from JPMC for any JPMC Assumed Liabilities.

26.3 **Payments and Distributions on Disputed Claims and Disputed Equity Interests:**

(a) **Disputed Claims Holdback.** From and after the Effective Date, and until such time as each Disputed Claim has been compromised and settled, estimated by the Bankruptcy Court in an amount constituting the allowed amount, or allowed or disallowed by Final Order of the Bankruptcy Court, the Liquidating Trustee shall retain, for the benefit of each holder of a Disputed Claim, Creditor Cash (which the Disbursing Agent shall transfer to the Liquidating Trustee), Liquidating Trust Interests, and, to the extent elected by such holder, Runoff Notes and Reorganized Common Stock, and any dividends, gains or income attributable in respect of any of the foregoing, in an amount equal to the Pro Rata Share of distributions that would have been made to the holder of such Disputed Claim if it were an Allowed Claim in an amount equal to the lesser of (i) the liquidated amount set forth in the filed proof of Claim relating to such Disputed Claim, (ii) the amount in which the Disputed Claim shall be estimated by the Bankruptcy Court pursuant to section 502 of the Bankruptcy Code constitutes and represents the maximum amount in which such Claim may ultimately become an Allowed Claim, and (iii) such other amount as may be agreed upon by the holder of such Disputed Claim and the Liquidating Trustee; provided, however, that the recovery by any holder of a Disputed Claim shall not exceed the lesser of (i), (ii) and (iii) above. Any Creditor Cash, Liquidating Trust Interests, Runoff Notes and Reorganized Common Stock retained and held for the benefit of a holder of a Disputed Claim shall be treated as a payment and reduction on account of such Disputed Claim for purposes of computing any additional amounts to be paid in Cash or distributed in Liquidating Trust Interests, Runoff Notes or Reorganized Common Stock in the

event the Disputed Claim ultimately becomes an Allowed Claim. Such Creditor Cash and any dividends, gains or income paid on account of the Liquidating Trust Interests, Runoff Notes and the Reorganized Common Stock (if any) retained for the benefit of holders of Disputed Claims shall be retained by the Liquidating Trust for the benefit of such holders pending determination of their entitlement thereto under the terms of the Plan. To the extent that the Liquidating Trust retains Runoff Notes or Reorganized Common Stock on behalf of Disputed Claim holders, until such time as such stock is distributed, the Liquidating Trustee shall exercise voting or consent rights with respect to such stock; provided, however, that the Liquidating Trustee shall be obligated to vote or consent, as the case may be, as to such stock in the same proportion as all other holders of issued and distributed Reorganized Common Stock have voted or consented, in each case on an issue-by-issue basis.

(b) Allowance of Disputed Claims. At such time as a Disputed Claim becomes, in whole or in part, an Allowed Claim, the Liquidating Trustee shall distribute to the holder thereof the distributions, if any, to which such holder is then entitled under the Plan, together with any earnings that has accrued on the amount of Creditor Cash, Liquidating Trust Interests, Runoff Notes and Reorganized Common Stock so retained (net of any expenses, including any taxes, relating thereto), but only to the extent that such earnings are attributable to the amount of the Allowed Claim. Such distribution, if any, shall be made as soon as practicable after the date that the order or judgment of the Bankruptcy Court allowing such Disputed Claim becomes a Final Order, but in no event more than ninety (90) days thereafter. The balance of any Creditor Cash, Liquidating Trust Interests, Runoff Notes and Reorganized Common Stock previously retained but not distributed to a Disputed Claim holder shall be included in future calculations of Cash, Liquidating Trust Interests, Runoff Notes and Reorganized Common Stock, respectively, to holders of Allowed Claims.

(c) Tax Treatment of Retained Assets on Account of Disputed Claims. The Liquidating Trustee shall treat any Assets retained pursuant to this Section 26.3 as part of the Liquidating Trust Claims Reserve.

(d) Disputed Equity Escrow. From and after the Effective Date, (i) until such time as the Dime Warrant Litigation is determined, pursuant to a Final Order, or a compromise and settlement is approved, pursuant to a Final Order, by the Bankruptcy Court with respect to the Dime Warrant Litigation, there shall be held in the Disputed Equity Escrow by the Liquidating Trustee, as escrow agent, for the benefit of each holder of a Dime Warrant, Reorganized Common Stock, and any dividends, gains or income attributable in respect of such Reorganized Common Stock, in an amount equal to the Pro Rata Share of Reorganized Common Stock that would have been made to the holders of Dime Warrants if such Dime Warrants were Allowed Equity Interests in an amount equal to the lesser of (1) the amount estimated by the Bankruptcy Court as the maximum amount in which the Disputed Claims relating to the Dime Warrants may ultimately become Allowed Claims times the per share price of Common Equity Interests on a date established by the Bankruptcy Court bears to the market capitalization of all other Common Equity Interests (as determined by the Bankruptcy Court using such same per share price), (2) the liquidated amount determined, pursuant to an order of the Bankruptcy Court, as the amount in which the Disputed Claims relating to the Dime Warrants are Allowed Claims times the per share price of Common Equity Interests on a date established by the Bankruptcy Court bears to the market capitalization of all other Common Equity Interests (as determined by

the Bankruptcy Court using such same per share price), (3) the amount established by the United States Court of Federal Claims in the Anchor Litigation, pursuant to a Final Order, as applied in connection with the Dime Warrant Litigation, times the per share price of Common Equity Interests on a date established by the Bankruptcy Court bears to the market capitalization of all other Common Equity Interests (as determined by the Bankruptcy Court using such same per share price) and (4) such other amount as may be agreed upon by the plaintiffs in the Dime Warrant Litigation and the Liquidating Trustee; provided, however, the recovery in connection with the Dime Warrant Litigation shall not exceed the lesser of (1), (2), (3) and (4) above, and (ii) until such time, or from time to time, as each Disputed Equity Interest has been compromised and settled or allowed or disallowed by Final Order of the Bankruptcy Court, there shall be held in the Disputed Equity Escrow by the Liquidating Trustee, as escrow agent, for the benefit of each holder of a Disputed Equity Interest, Reorganized Common Stock and any dividends, gains or income attributable in respect of such Reorganized Common Stock, in an amount equal to the Pro Rata Share of distributions that would have been made to the holder of such Disputed Equity Interest if it were an Allowed Equity Interest. To the extent that the Liquidating Trustee retains any such Reorganized Common Stock, until such time as such stock is distributed, the Liquidating Trustee shall exercise voting or consent rights with respect to such stock; provided, however, that the Liquidating Trustee shall be obligated to vote or consent, as the case may be, as to such stock in the same proportion as all other holders of issued and distributed Reorganized Common Stock have voted or consented, in each case on an issue-by-issue basis. Apart from the Liquidating Trustee serving as escrow agent, the Disputed Equity Escrow shall be separate and distinct from the Liquidating Trust (and the Liquidating Trust Claims Reserve), and the assets therein shall not comprise part of the Liquidating Trust Assets.

(e) Determinations With Respect to Disputed Equity Interests. At such time as it is determined, pursuant to a Final Order, that (1) the holders of the Dime Warrants hold Allowed Claims, and such Allowed Claims are not otherwise subordinated to the level of Common Equity Interests in accordance with section 510 of the Bankruptcy Code, the Liquidating Trustee, as escrow agent, shall distribute to the holders of Common Equity Interests entitled to receive a distribution in accordance with the provisions of Section 25.1 hereof, on a pro rata basis, the shares of the Reorganized Common Stock, together with any dividends, gains or income attributable thereto, in the Disputed Equity Escrow and (2) the holders of Dime Warrants hold Equity Interests or Allowed Claims, and Allowed Claims are otherwise subordinated to the level of Common Equity Interests in accordance with section 510 of the Bankruptcy Code, the Liquidating Trustee, as escrow agent, shall distribute to the holders of Dime Warrants the shares of Reorganized Common Stock, together with any dividends, gains or income attributable thereto in the Disputed Equity Escrow. At such time as any other Disputed Equity Interest becomes, in whole or in part, an Allowed Equity Interest, the Liquidating Trustee shall distribute to the holder thereof the distributions, if any, to which such holder is then entitled under the Plan, together with any dividends, gains or income attributable thereto. To the extent a Disputed Equity Interest is disallowed, in whole or in part, the Liquidating Trustee, as escrow agent, shall distribute to the holders of Common Equity Interests entitled to receive a distribution in accordance with the provisions of Sections 24.1 and 25.1 of the Plan, on a pro rata basis, the shares of Reorganized Common Stock, together with any dividends, gains or income attributable thereto, allocable to such Disputed Equity Interest. to the extent of such disallowance. Such distributions shall be made as soon as practicable after the date that the order or judgment of the

Bankruptcy Court with respect to the Dime Warrant Litigation becomes a Final Order, but in no event more than ninety (90) days thereafter.

(f) Tax Treatment of Disputed Equity Escrow.

(1) Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including the receipt by the Liquidating Trustee, as escrow agent, of a private letter ruling if the Liquidating Trustee so requests one, or the receipt of an adverse determination by the IRS upon audit if not contested by the Liquidating Trustee), the Liquidating Trustee shall (A) treat the Disputed Equity Escrow as “disputed ownership fund” governed by Treasury Regulation section 1.468B-9 (and make any appropriate elections), and (B) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. All parties (including the Liquidating Trustee, the Debtors, and the holders of Dime Warrants and Disputed Equity Interests) shall report for United States federal, state and local income tax purposes consistently with the foregoing.

(2) The Liquidating Trustee, as escrow agent, shall be responsible for payment, out of the assets of the Disputed Equity Escrow, of any Taxes imposed on the escrow or its assets. In the event, and to the extent, any Cash in the Disputed Equity Escrow is insufficient to pay the portion of any such Taxes attributable to the taxable income arising from the assets of the escrow (including any income that may arise upon the distribution of the assets in the escrow), assets of the escrow may be sold to pay such Taxes.

(3) The Liquidating Trustee, as escrow agent, may request an expedited determination of Taxes of the Disputed Equity Escrow under section 505(b) of the Bankruptcy Code for all Tax Returns for all taxable periods through the termination of the escrow.

(4) The Liquidating Trustee, as escrow agent, shall have the same rights and powers, subject to the same limitations, with respect to withholding on distributions of the assets of the Disputed Equity Escrow as the Liquidating Trustee possesses with respect to the Liquidating Trust, as provided in Section 27.14(c) of the Plan.

## ARTICLE XXVII

### THE LIQUIDATING TRUST

27.1 **Execution of Liquidating Trust Agreement:** On or before the Effective Date, the Debtors and the Liquidating Trustee shall execute the Liquidating Trust Agreement, and shall take all other necessary steps to establish the Liquidating Trust and the Liquidating Trust Interests therein, which shall be for the benefit of the Liquidating Trust Beneficiaries, as

provided in Sections 6.1, 7.1, 16.1, 16.2, 18.1, 19.1, 20.1 and 22.1, and, in certain circumstances, 23.1, 24.1 and 25.1 of the Plan, whether their Claims are Allowed before, on or after the Effective Date. The Liquidating Trust Agreement may provide powers, duties, and authorities in addition to those explicitly stated herein, but only to the extent that such powers, duties, and authorities do not affect the status of the Liquidating Trust as a “liquidating trust” for United States federal income tax purposes.

27.2 **Purpose of the Liquidating Trust:** The Liquidating Trust shall be established for the sole purpose of liquidating and distributing its assets, in accordance with Treasury Regulation section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business.

27.3 **Liquidating Trust Assets:** The Liquidating Trust shall consist of the Liquidating Trust Assets. On the Effective Date, the Debtors shall transfer all of the Liquidating Trust Assets to the Liquidating Trust. The Liquidating Trust Assets may be transferred subject to certain liabilities, as provided in the Plan or the Liquidating Trust Agreement. Such transfer shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use or other similar Tax, pursuant to section 1146(a) of the Bankruptcy Code. Upon delivery of the Liquidating Trust Assets to the Liquidating Trust, the Debtors and their predecessors, successors and assigns, and each other Entity released pursuant to Section 41.5 herein shall be discharged and released from all liability with respect to the delivery of such distributions. In addition, the Liquidating Trust shall assume all of WMI’s rights and obligations pursuant to Section 2.4 of the Global Settlement Agreement, and WMI shall have no further liability or obligations thereunder, to the extent that the transfer to the Liquidating Trust shall not impose any additional obligations or liabilities on JPMC.

27.4 **Administration of the Liquidating Trust:** The Liquidating Trust shall be administered by the Liquidating Trustee according to the Liquidating Trust Agreement and the Plan. In the event of any inconsistency between the Plan and the Liquidating Trust Agreement, the Liquidating Trust Agreement shall govern.

27.5 **The Liquidating Trustee:** In the event the Liquidating Trustee dies, is terminated, or resigns for any reason, the Trust Advisory Board shall designate a successor; provided, however, that under no circumstance shall the Liquidating Trustee be a director or officer with respect to any Affiliate of the Liquidating Trust.

27.6 **Role of the Liquidating Trustee:** In furtherance of and consistent with the purpose of the Liquidating Trust and the Plan, and subject to the terms of the Confirmation Order, the Plan and the Liquidating Trust Agreement, and the oversight of the Trust Advisory Board, the Liquidating Trustee shall, among other things, have the following rights, powers and duties, in each case subject to the Global Settlement Agreement: (i) to hold, manage, convert to Cash, and distribute the Liquidating Trust Assets, including prosecuting and resolving the Claims belonging to the Liquidating Trust, (ii) to hold the Liquidating Trust Assets for the benefit of the Liquidating Trust Beneficiaries, whether their Claims are Allowed on or after the Effective Date, (iii) in the Liquidating Trustee’s reasonable business judgment, to investigate, prosecute, settle and/or abandon rights, causes of action, or litigation of the Liquidating Trust, including, without limitation, Avoidance Actions, (iv) to monitor and enforce the implementation of the Plan, (v) to



file all tax and regulatory forms, returns, reports, and other documents required with respect to the Liquidating Trust, (vi) in the Liquidating Trustee's reasonable business judgment, to object to Claims, and manage, control, prosecute, and/or settle on behalf of the Liquidating Trust, objections to Claims on account of which the Liquidating Trustee (as Disbursing Agent) will be responsible (if Allowed) for making distributions under the Plan, (vii) to take all actions necessary and create any document necessary to implement the Plan, (viii) to hold, manage, and distribute Cash or non-Cash Liquidating Trust Assets obtained through the exercise of its power and authority, (ix) to act as a signatory to the Debtors for all purposes, including those associated with the novation of contracts or other obligations arising out of the sales of the Debtors' assets, and (x) to take all necessary actions and file all appropriate motions to obtain an order closing the Chapter 11 Cases. In all circumstances, the Liquidating Trustee shall comply with all of the Debtors' obligations under the Global Settlement Agreement and in accordance with applicable law, and otherwise shall act in the best interests of all Liquidating Trust Beneficiaries and in furtherance of the purpose of the Liquidating Trust. Under no circumstance may the Liquidating Trustee serve on the Board of Directors of any Affiliate of the Liquidating Trust.

**27.7 Liquidating Trustee's Tax Power for Debtors:**

(a) Following the Effective Date, the Liquidating Trustee shall prepare and file (or cause to be prepared and filed), on behalf of the Debtors, all Tax Returns required to be filed or that the Liquidating Trustee otherwise deems appropriate, including the filing of amended Tax Returns or requests for refunds for all taxable periods ended on or before December 31, 2009.

(b) For all taxable periods ended on or before December 31, 2009, the Liquidating Trustee shall have full and exclusive authority and responsibility in respect of all Taxes of the Debtors (including, without limitation, as the common parent or other agent of any consolidated, combined or unitary tax group of which the Debtors were the agent), to the same extent as if the Liquidating Trustee was the Debtor-in-Possession. Without limiting the foregoing, each of the Debtors shall execute, on or prior to the Effective Date, a power of attorney authorizing the Liquidating Trustee to correspond with any Authority on behalf of such Debtor and to sign, collect, negotiate, settle, and administer Tax payments and Tax Returns.

(c) In furtherance of the transfer of the Liquidating Trust Assets to the Liquidating Trust on the Effective Date, the Liquidating Trust shall be entitled to all Tax Refunds of the Debtors (and the Liquidating Trust bears responsibility for (i) all Tax liabilities of the Debtors for taxable years ended on or before December 31, 2009, to the extent not discharged by the Plan or provided for payment in the Plan or the Global Settlement Agreement and (ii) WMI's obligations pursuant to Section 2.4 of the Global Settlement Agreement), it being understood that the Liquidating Trustee only shall have whatever rights WMI itself has pursuant to the terms of the Global Settlement Agreement and the Liquidating Trustee shall be contractually bound to all restrictions in the Global Settlement Agreement with respect to tax filings.

**27.8 Transferability of Liquidating Trust Interests:** The Liquidating Trust Interests shall not be transferable or assignable except by will, intestate succession or operation of law.

27.9 **Cash:** The Liquidating Trustee may invest Cash (including any earnings thereon or proceeds therefrom) as permitted by section 345 of the Bankruptcy Code; provided, however, that such investments are investments permitted to be made by a liquidating trust within the meaning of Treasury Regulation section 301.7701-4(d), as reflected therein, or under applicable IRS guidelines, rulings, or other controlling authorities.

27.10 **Distribution of Liquidating Trust Assets:** The Liquidating Trustee shall distribute to the holders of Allowed Claims on account of their Liquidating Trust Interests, on a quarterly basis, all unrestricted Cash on hand (including any Cash received from the Debtors on the Effective Date, and treating any permissible investment as Cash for purposes of this Section 27.10), except (i) Cash reserved pursuant to the Liquidating Trust Agreement to fund the activities of the Liquidating Trust, (ii) such amounts as are allocable to or retained on account of Disputed Claims in accordance with Section 26.3 of the Plan, and (iii) such additional amounts as are reasonably necessary to (A) meet contingent liabilities and to maintain the value of the Liquidating Trust Assets during liquidation, (B) pay reasonable incurred or anticipated expenses (including, but not limited to, any Taxes imposed on or payable by the Debtors or the Liquidating Trust or in respect of the Liquidating Trust Assets), or (C) as are necessary to satisfy other liabilities incurred or anticipated by the Liquidating Trust in accordance with the Plan, the Global Settlement Agreement, or the Liquidating Trust Agreement; provided, however, that, and subject to the distribution of Runoff Notes as may be required in accordance with the provisions of Section 31.14 of the Plan, the Liquidating Trustee shall not be required to make a distribution pursuant to this Section 27.10 if the aggregate, net amount of unrestricted Cash available for distribution (taking into account the above listed exclusions) is such as would make the distribution impracticable as reasonably determined by the Liquidating Trustee, with the consent of the Trust Advisory Board, in accordance with applicable law, and so long as such aggregate amount is less than Twenty-Five Million Dollars (\$25,000,000.00); and, provided, further, that the Liquidating Trustee, with the consent of the Trust Advisory Board, may decide to forego the first quarterly distribution to those holders of Liquidating Trust Interests with respect to which the Liquidating Trustee, in its reasonable judgment, is not administratively prepared to make such distribution, in which case, such distribution shall be made to such holders as soon as practicable after the Liquidating Trustee is administratively prepared to do so.

27.11 **Costs and Expenses of the Liquidating Trust:** The reasonable costs and expenses of the Liquidating Trust, including the fees and expenses of the Liquidating Trustee and its retained professionals, shall be paid out of the Liquidating Trust Assets. Fees and expenses incurred in connection with the prosecution and settlement of any Claims shall be considered costs and expenses of the Liquidating Trust.

27.12 **Compensation of the Liquidating Trustee:** The individual(s) serving as or comprising the Liquidating Trustee shall be entitled to reasonable compensation in an amount consistent with that of similar functionaries in similar roles, the payment of which shall be subject to the approval of the Bankruptcy Court.

27.13 **Retention of Professionals/Employees by the Liquidating Trustee:** The Liquidating Trustee may retain and compensate attorneys, other professionals, and employees to assist in its duties as Liquidating Trustee on such terms as the Liquidating Trustee deems appropriate without Bankruptcy Court approval. The Liquidating Trustee may assume

existing contracts and/or leases that WMI is party to, including, without limitation, employment agreements, or may enter into new arrangements on substantially similar terms. Without limiting the foregoing, the Liquidating Trustee may retain any professional that represented parties in interest in the Chapter 11 Cases.

**27.14 Federal Income Tax Treatment of the Liquidating Trust:**

(a) Liquidating Trust Assets Treated as Owned by Creditors. For all United States federal income tax purposes, all parties (including, without limitation, the Debtors, the Liquidating Trustee, and the Liquidating Trust Beneficiaries) shall treat the transfer of the Liquidating Trust Assets to the Liquidating Trust as (1) a transfer of the Liquidating Trust Assets (subject to any obligations relating to those assets) directly to the Liquidating Trust Beneficiaries and, to the extent Liquidating Trust Assets are allocable to Disputed Claims, to the Liquidating Trust Claims Reserve, followed by (2) the transfer by such beneficiaries to the Liquidating Trust of the Liquidating Trust Assets (other than the Liquidating Trust Assets allocable to the Liquidating Trust Claims Reserve) in exchange for Liquidating Trust Interests. Accordingly, the Liquidating Trust Beneficiaries shall be treated for United States federal income tax purposes as the grantors and owners of their respective share of the Liquidating Trust Assets (other than such Liquidating Trust Assets as are allocable to the Liquidating Trust Claims Reserve, discussed below). The foregoing treatment shall also apply, to the extent permitted by applicable law, for state and local income tax purposes.

(b) Tax Reporting.

(1) The Liquidating Trustee shall file Tax Returns for the Liquidating Trust treating the Liquidating Trust as a grantor trust pursuant to Treasury Regulation section 1.671-4(a) and in accordance with this Section 27.14. The Liquidating Trustee also will annually send to each holder of a Liquidating Trust Interest a separate statement regarding the receipts and expenditures of the Liquidating Trust as relevant for U.S. federal income tax purposes and will instruct all such holders to use such information in preparing their U.S. federal income tax returns or to forward the appropriate information to such holder's underlying beneficial holders with instructions to utilize such information in preparing their U.S. federal income tax returns. The Liquidating Trustee shall also file (or cause to be filed) any other statement, return or disclosure relating to the Liquidating Trust that is required by any governmental unit.

(2) On or before the Effective Date, the Debtors shall provide the Liquidating Trustee with a good-faith valuation of the Tax Refunds as of the Effective Date. The Liquidating Trustee will then in good faith value all other Liquidating Trust Assets, and shall make all such values (including the Tax Refund values) available from time to time, to the extent relevant, and such values shall be used consistently by all parties to the Liquidating Trust (including, without limitation, the Debtors, the Liquidating Trustee, and Liquidating Trust Beneficiaries) for all United States federal income tax purposes.

(3) Allocations of Liquidating Trust taxable income among the Liquidating Trust Beneficiaries (other than taxable income allocable to the Liquidating Trust Claims Reserve) shall be determined by reference to the manner in which an amount of cash representing such taxable income would be distributed (were such cash permitted to be distributed at such time) if, immediately prior to such deemed distribution, the Liquidating Trust had distributed all its assets (valued at their tax book value, and other than assets allocable to the Liquidating Trust Claims Reserve) to the holders of the Liquidating Trust Interests, adjusted for prior taxable income and loss and taking into account all prior and concurrent distributions from the Liquidating Trust. Similarly, taxable loss of the Liquidating Trust shall be allocated by reference to the manner in which an economic loss would be borne immediately after a hypothetical liquidating distribution of the remaining Liquidating Trust Assets. The tax book value of the Liquidating Trust Assets for purpose of this paragraph shall equal their fair market value on the Effective Date, adjusted in accordance with tax accounting principles prescribed by the IRC, the applicable Treasury Regulations, and other applicable administrative and judicial authorities and pronouncements.

(4) Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including the receipt by the Liquidating Trustee of a private letter ruling if the Liquidating Trustee so requests one, or the receipt of an adverse determination by the IRS upon audit if not contested by the Liquidating Trustee), the Liquidating Trustee shall (A) timely elect to treat any Liquidating Trust Claims Reserve as a “disputed ownership fund” governed by Treasury Regulation section 1.468B-9, and (B) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. All parties (including the Liquidating Trustee, the Debtors, and the Liquidating Trust Beneficiaries) shall report for United States federal, state and local income tax purposes consistently with the foregoing.

(5) The Liquidating Trustee shall be responsible for payment, out of the Liquidating Trust Assets, of any Taxes imposed on the trust or its assets, including the Liquidating Trust Claims Reserve. In the event, and to the extent, any Cash retained on account of Disputed Claims in the Liquidating Trust Claims Reserve is insufficient to pay the portion of any such Taxes attributable to the taxable income arising from the assets allocable to, or retained on account of, Disputed Claims (including any income that may arise upon the distribution of the assets of the Liquidating Trust Claims Reserve), such Taxes may be (i) reimbursed from any subsequent Cash amounts retained on account of Disputed Claims, or (ii) to the extent such Disputed Claims have subsequently been resolved, deducted from any amounts otherwise distributable by the Liquidating Trustee as a result of the resolution of such Disputed Claims.

(6) The Liquidating Trustee may request an expedited determination of Taxes of the Liquidating Trust, including the Liquidating Trust Claims Reserve, or the Debtors under section 505(b) of the Bankruptcy Code for all Tax Returns filed for, or on behalf of, the Liquidating Trust or the Debtors for all taxable periods through the dissolution of the Liquidating Trust.

(c) Tax Withholdings by Liquidating Trustee. The Liquidating Trustee may withhold and pay to the appropriate Tax Authority all amounts required to be withheld pursuant to the IRC or any provision of any foreign, state or local tax law with respect to any payment or distribution to the holders of Liquidating Trust Interests. All such amounts withheld and paid to the appropriate Tax Authority (or placed in escrow pending resolution of the need to withhold) shall be treated as amounts distributed to such holders of Liquidating Trust Interests for all purposes of the Liquidating Trust Agreement. The Liquidating Trustee shall be authorized to collect such tax information from the holders of Liquidating Trust Interests (including, without limitation, social security numbers or other tax identification numbers) as in its sole discretion the Liquidating Trustee deems necessary to effectuate the Plan, the Confirmation Order, and the Liquidating Trust Agreement. In order to receive distributions under the Plan, all holders of Liquidating Trust Interests (including, without limitation, (i) holders of Allowed Senior Notes Claims, Allowed Senior Subordinated Notes Claims, Allowed CCB-1 Guarantees Claims, Allowed CCB-2 Guarantees Claims, Allowed PIERS Claims, Allowed General Unsecured Claims, Allowed Late-Filed Claims, Allowed WMB Senior Notes Claims, Allowed Preferred Equity Interests, Allowed Common Equity Interests and holders of Dime Warrants and (ii) Accepting Non-Filing WMB Senior Note Holders, who, in each case, deliver a release in accordance with the provisions of Section 41.6 of the Plan) shall be required to identify themselves to the Liquidating Trustee and provide tax information and the specifics of their holdings, to the extent the Liquidating Trustee deems appropriate in the manner and in accordance with the procedures from time to time established by the Liquidating Trustee for these purposes. This identification requirement generally applies to all holders, including those who hold their securities in street name. The Liquidating Trustee may refuse to make a distribution to any holder of a Liquidating Trust Interest that fails to furnish such information in a timely fashion, and until such information is delivered, and may treat such holder's Liquidating Trust Interests as disputed; provided, however, that, if such information is not furnished to the Liquidating Trustee within six (6) months of the original request to furnish such information, no further distributions shall be made to the holder of such Liquidating Trust Interest; and, provided, further, that, upon the delivery of such information by a holder of a Liquidating Trust Interest, the Liquidating Trustee shall make such distribution to which the holder of the Liquidating Trust Interest is entitled, without additional interest occasioned by such holder's delay in providing tax information; and, provided, further that, if the Liquidating Trustee fails to withhold in respect of amounts received or distributable with respect to any such holder and the Liquidating Trustee is later held liable for the amount of such withholding, such holder shall reimburse the Liquidating Trustee for such liability (to the extent such amounts were actually distributed to such holder).

(d) Dissolution. The Liquidating Trustee and the Liquidating Trust shall be discharged or dissolved, as the case may be, upon the earlier to occur of (i) all of the Liquidating Trust Assets have been distributed pursuant to the Plan and the Liquidating Trust Agreement, (ii) the Liquidating Trustee determines, with the consent of the Trust Advisory

Board, that the administration of any remaining Liquidating Trust Assets is not likely to yield sufficient additional Liquidating Trust proceeds to justify further pursuit, and (iii) all distributions required to be made by the Liquidating Trustee under the Plan and the Liquidating Trust Agreement have been made; provided, however, in no event shall the Liquidating Trust be dissolved later than three (3) years from the Effective Date unless the Bankruptcy Court, upon motion within the six-month period prior to the third (3rd) anniversary (or within the six-month period prior to the end of an extension period), determines that a fixed period extension (not to exceed three (3) years, together with any prior extensions, without a favorable private letter ruling from the IRS or an opinion of counsel satisfactory to the Liquidating Trustee and the Trust Advisory Board that any further extension would not adversely affect the status of the trust as a liquidating trust for United States federal income tax purposes) is necessary to facilitate or complete the recovery and liquidation of the Liquidating Trust Assets. If at any time the Liquidating Trustee determines, in reliance upon such professionals as the Liquidating Trustee may retain, that the expense of administering the Liquidating Trust so as to make a final distribution to its beneficiaries is likely to exceed the value of the assets remaining in the Liquidating Trust, the Liquidating Trustee may apply to the Bankruptcy Court for authority to (i) reserve any amount necessary to dissolve the Liquidating Trust, (ii) donate any balance to a charitable organization (A) described in section 501(c)(3) of the IRC, (B) exempt from United States federal income tax under section 501(a) of the IRC, (C) not a “private foundation”, as defined in section 509(a) of the IRC, and (D) that is unrelated to the Debtors, the Reorganized Debtors, the Liquidating Trust, and any insider of the Liquidating Trustee, and (iii) dissolve the Liquidating Trust.

27.15 **Indemnification of Liquidating Trustee:** The Liquidating Trustee or the individual(s) comprising the Liquidating Trustee, as the case may be, and the Liquidating Trustee’s employees, agents and professionals, shall not be liable to the Liquidating Trust Beneficiaries for actions taken or omitted in their capacity as, or on behalf of, the Liquidating Trustee, except those acts arising out of their own willful misconduct or gross negligence, and each shall be entitled to indemnification and reimbursement for fees and expenses in defending any and all actions or inactions in their capacity as, or on behalf of, the Liquidating Trustee, except for any actions or inactions involving willful misconduct or gross negligence. Any indemnification claim of the Liquidating Trustee (and the other parties entitled to indemnification under this subsection) shall be satisfied solely from the Liquidating Trust Assets and shall be entitled to a priority distribution therefrom, ahead of the Liquidating Trust Interests and any other claim to or interest in such assets. The Liquidating Trustee shall be entitled to rely, in good faith, on the advice of its retained professionals.

27.16 **Privileges and Obligation to Respond to Ongoing Investigations:** All Privileges shall be transferred, assigned, and delivered to the Liquidating Trust, without waiver, and shall vest in the Liquidating Trustee solely in its capacity as such (and any other individual the Liquidating Trustee, with the consent of the Trust Advisory Board, may designate, as well as any other individual designated in the Liquidating Trust Agreement). Pursuant to Federal Rule of Evidence 502(d) (to the extent Rule 502(d) is relevant notwithstanding the fact that the Debtors, the Liquidating Trustee, the FDIC Receiver and JPMC are joint holders of certain attorney-client privileges, work product protections, or other immunities or protections from disclosure), no Privileges shall be waived by disclosure to the Liquidating Trustee and the Trust Advisory Board of the Debtors’ information subject to attorney-client privileges, work product

protections, or other immunities or protections from disclosure, or by disclosure among the Debtors, the Liquidating Trustee, the Trust Advisory Board, the FDIC Receiver, and/or JPMC of information that is subject to attorney-client privileges, work product protections, or other immunities or protections from disclosure jointly held by the Debtors, the Trust Advisory Board, the FDIC Receiver, the Liquidating Trustee and/or JPMC. The Liquidating Trustee shall be obligated to respond, on behalf of the Debtors, to all Information Demands. The FDIC Receiver and JPMC shall take reasonable steps to cooperate with the Liquidating Trustee in responding to Information Demands, and such cooperation shall include, for example, taking all steps necessary to maintain and avoid waiver of any and all Privileges (including, without limitation, any Privileges that are shared jointly among or between any of the parties). The Liquidating Trustee, with the consent of the Trust Advisory Board, may waive Privileges that are held solely by the Debtors and/or the Liquidating Trust, but not jointly held with the FDIC Receiver and/or JPMC, in the event and to the extent the Liquidating Trustee, with the consent of the Trust Advisory Board, determines in good faith that doing so is in the best interests of the Liquidating Trust and its beneficiaries. The Liquidating Trustee, the Trust Advisory Board, the FDIC Receiver and JPMC may disclose information that is subject to attorney-client privileges, work product protections, or other immunities or protections from disclosure that are jointly held with the FDIC Receiver and/or JPMC only (i) upon written permission from the Liquidating Trustee, the FDIC Receiver and JPMC, as the case may be; (ii) pursuant to an order of a court of competent jurisdiction, subject to the procedure described in the next sentence insofar as it applies; or (iii) as otherwise required by law, subject to the procedure described in the next sentence insofar as it applies. If the Liquidating Trustee, the Trust Advisory Board, the FDIC Receiver or JPMC receives a request from a third party to disclose information that is subject to attorney-client privileges, work product protections, or other immunities or protections from disclosure that are jointly held with the Liquidating Trustee, the Trust Advisory Board, the FDIC Receiver and/or JPMC, the party or parties who receives such request will (w) pursue all reasonable steps to maintain the applicable privileges or protections from disclosure, including, if necessary, to maintain the privileges or protections from disclosure by seeking a protective order against and/or otherwise objecting to the production of such material, (x) notify the Liquidating Trustee, the Trust Advisory Board, FDIC Receiver and/or JPMC, as the case may be, (y) allow the Liquidating Trustee, the Trust Advisory Board, the FDIC Receiver and/or JPMC, as the case may be, reasonable time under the circumstances to seek a protective order against and/or otherwise object to the production of such material, and (z) unless required by law, not disclose the materials in question unless and until any objection raised by the Liquidating Trustee, the Trust Advisory Board, the FDIC Receiver and/or JPMC is resolved in favor of disclosure.

## **ARTICLE XXVIII**

### **PROSECUTION AND EXTINGUISHMENT OF CLAIMS HELD BY THE DEBTORS**

28.1 **Prosecution of Claims:** Except as settled and released herein, from and after the Effective Date, the Liquidating Trustee shall have the exclusive right and power to litigate any Claim or Cause of Action that constituted an Asset of the Debtors or Debtors in Possession, including, without limitation, any avoidance or recovery action under section 541, 542, 544, 545, 547, 548, 549, 550, 551, or 553 of the Bankruptcy Code and any other cause of action, right to payment, or claim that may be pending on the Effective Date or instituted by the Debtors, Debtors in Possession or the Liquidating Trust thereafter, to a Final Order, and the

Liquidating Trustee may compromise and settle such claims, upon approval of the Bankruptcy Court. The net proceeds of any such litigation or settlement (after satisfaction of all costs and expenses incurred in connection therewith) shall be transferred to the Liquidating Trust for distribution in accordance with the Plan and the Liquidating Trust Agreement.

## ARTICLE XXIX

### ACCEPTANCE OR REJECTION OF THE PLAN; EFFECT OF REJECTION BY ONE OR MORE CLASSES OF CLAIMS OR EQUITY INTERESTS

29.1 **Impaired Classes to Vote:** Each holder, as of the Voting Record Date, of a Claim or Equity Interest in an impaired Class not otherwise deemed to have rejected or accepted the Plan in accordance with Sections 30.3 and 30.4 of the Plan shall be entitled to vote separately to accept or reject the Plan.

29.2 **Acceptance by Class of Creditors:** An impaired Class of holders of Claims shall have accepted the Plan if the Plan is accepted by at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Allowed Claims of such Class that have voted to accept or reject the Plan.

29.3 **Cramdown:** In the event that any impaired Class of Claims or Equity Interests shall fail to accept, or be deemed to reject, the Plan in accordance with section 1129(a) of the Bankruptcy Code, the Debtors reserve the right to (i) request that the Bankruptcy Court confirm the Plan in accordance with section 1129(b) of the Bankruptcy Code or (ii) subject to the consent of the Creditors' Committee, the Equity Committee and AAOC and, in the event it affects any of JPMC's rights, obligations or liabilities, JPMC, amend the Plan.

## ARTICLE XXX

### IDENTIFICATION OF CLAIMS AND EQUITY INTERESTS IMPAIRED AND NOT IMPAIRED BY THE PLAN

30.1 **Impaired and Unimpaired Classes:** Claims in Classes 1, 4, and 7 are not impaired under the Plan. Claims and Equity Interests in Classes 2, 3, 5, 6, 8, 9, 10, 11, 12, 12A and 13 through 22 are impaired under the Plan.

30.2 **Impaired Classes Entitled to Vote on Plan:** The Claims and Equity Interests in Classes 2, 3, 5, 6, 8, 9, 10, 11, 12, 12A, 13 through 16, 17A, and 18 through 22 are impaired and receiving distributions pursuant to the Plan, and are therefore entitled to vote to accept or reject the Plan; provided, however, that, in accordance with the Original Disclosure Statement Order, entitlement to vote in Class 19 does not include the right to elect to receive any portion of the payment provided for by JPMC in Section 23.1 of the Plan.

30.3 **Claims and Equity Interests Deemed to Reject:** The Claims in Class 17B are not entitled to receive any distribution or retain their Claims pursuant to the Plan, are deemed to reject the Plan, and are not entitled to accept or reject the Plan, pursuant to section 1126(g) of the Bankruptcy Code.



30.4 **Claims Deemed to Accept:** The Claims in Classes 1, 4 and 7 are not impaired pursuant to the Plan, are deemed to accept the Plan, and are not entitled to accept or reject the Plan, pursuant to section 1126(f) of the Bankruptcy Code.

30.5 **Controversy Concerning Impairment:** In the event of a controversy as to whether any Class of Claims or Equity Interests is impaired under the Plan, the Bankruptcy Court shall, after notice and a hearing, determine such controversy.

## ARTICLE XXXI

### PROVISIONS GOVERNING DISTRIBUTIONS

31.1 **Time and Manner of Distributions:** Except as otherwise provided herein, distributions under the Plan shall be made to each holder of an Allowed Claim or Equity Interest as follows:

(a) **Initial Distributions of Creditor Cash and Runoff Notes.** Within ten (10) Business Days following the Effective Date, the Disbursing Agent shall distribute, or cause to be distributed, to each holder of an Allowed Senior Notes Claim, an Allowed Senior Subordinated Notes Claim, an Allowed General Unsecured Claim, an Allowed CCB-1 Guarantees Claim, an Allowed CCB-2 Guarantees Claim, or an Allowed PIERS Claim, such Creditor's share, if any, of Creditor Cash and Runoff Notes, as determined pursuant to Article VI, Article VII, Article VIII, Article XVI, Article XVIII, Article XIX, and Article XX hereof.

(b) **Allocation of Liquidating Trust Interests.** Within ten (10) Business Days after creation of the Liquidating Trust, the Disbursing Agent shall allocate, or cause to be allocated, (i) to the Liquidating Trustee on behalf of holders of Disputed Claims, (ii) to each holder of an Allowed Senior Notes Claim, an Allowed Senior Subordinated Notes Claim, an Allowed General Unsecured Claim, an Allowed CCB-1 Guarantees Claim, an Allowed CCB-2 Guarantees Claim, an Allowed PIERS Claim, an Allowed Late-Filed Claim, an Allowed WMB Senior Notes Claim, and Postpetition Interest Claims in respect of the foregoing, and (iii) to each Accepting Non-Filing WMB Senior Note Holder, such holder's share, if any, of Liquidating Trust Interests, as determined pursuant to Article VI, Article VII, Article VIII, Article XVI, Article XVIII, Article XIX, and Article XX hereof. In addition, in the event that all Allowed Claims and Postpetition Interest Claims are paid in full, the Liquidating Trust Interests shall be redistributed to holders of Subordinated Claims and, after such Allowed Claims and Postpetition Interest Claims are paid in full, holders of Preferred Equity Interests, Dime Warrants and Common Equity Interests as set forth in Sections 23.1, 24.1 and 25.1 of the Plan.

(c) **Distribution of Cash to Holders of Certain Other Claims.** Except as otherwise provided herein, on or as soon as practicable after the later of (i) the Effective Date and (ii) the date on which such claim becomes an Allowed Claim, the Disbursing Agent shall distribute, or cause to be distributed, to each holder of an Allowed Administrative Expense Claim, an Allowed Priority Tax Claim (to the extent applicable), an Allowed Priority Non-Tax Claim, an Allowed WMI Vendor Claim, an Allowed Convenience Claim, or an Allowed Trustee Claim, such holder's share of Cash, as determined pursuant to Article III, Article V, Article XV, Article XVII and Section 31.12 hereof.

(d) **Distribution of Reorganized Common Stock.** Subject to the provisions of Sections 26.3 and 31.14 of the Plan, within ten (10) Business Days following the Effective Date, the Disbursing Agent shall distribute, or cause to be distributed, to each holder of a Preferred Equity Interest, Dime Warrant (to the extent that holders of Dime Warrants are determined, pursuant to a Final Order, to hold Equity Interests or Allowed Claims subordinated to the level of Common Equity Interests in accordance with section 510 of the Bankruptcy Code), Allowed Common Equity Interests and each holder exercising a right of election pursuant to Sections 6.2(b), 7.2(b), 16.1(b)(ii), 18.2(b), 19.2(b), 20.2 and 31.14 of the Plan, such holder's share of Reorganized Common Stock.

31.2 **Timeliness of Payments:** Any payment or distribution to be made pursuant to the Plan shall be deemed to be timely made if made within ten (10) days after the date specified in the Plan. Whenever any distribution to be made under this Plan shall be due on a day other than a Business Day, such distribution shall instead be made, without interest, on the immediately succeeding Business Day, but shall be deemed to have been made on the date due, including, without limitation, deeming distributions made pursuant to Section 32.1(a) hereof to have been made on the Effective Date.

31.3 **Distributions by the Disbursing Agent:** All distributions under the Plan shall be made by the Disbursing Agent. The Disbursing Agent shall be deemed to hold all property to be distributed hereunder in trust for the Entities entitled to receive the same. The Disbursing Agent shall not hold an economic or beneficial interest in such property.

31.4 **Manner of Payment under the Plan:** Unless the Entity receiving a payment agrees otherwise, any payment in Cash to be made by the Disbursing Agent shall be made, at the election of the payor, by check drawn on a domestic bank or by wire transfer from a domestic bank; provided, however, that no Cash payment shall be made to a holder of an Allowed Claim or Equity Interest until such time, if ever, as the amount payable thereto is equal to or greater than Ten Dollars (\$10.00).

31.5 **Delivery of Distributions:** Subject to the provisions of Rule 9010 of the Bankruptcy Rules, and except as provided in Section 31.4 hereof, distributions and deliveries to holders of Allowed Claims or Equity Interests shall be made at the address of each such holder as set forth on the Schedules filed with the Court, unless superseded by the address set forth on proofs of Claim or Equity Interests filed by such holders, or at the last known address of such holder if no proof of Claim is filed or if the Debtors have been notified in writing of a change of address; provided, however, that initial distributions of Creditor Cash by the Disbursing Agent for the benefit of holders of Allowed Senior Notes Claims, Allowed Senior Subordinated Notes Claims, Allowed CCB-1 Guarantees Claims, Allowed CCB-2 Guarantees Claims, Allowed PIERS Claims, and REIT Series, as applicable, shall be made to the appropriate Trustee (or such Trustee's designee) under the respective governing documents for such obligations, with the REIT Series distributions to be made to the Trust Preferred Trustees for distribution to holders of the REIT Series. Each such Trustee (or such Trustee's designee) shall, in turn, in accordance with the Plan, distribute and deliver Creditor Cash, as applicable, to those holders in whose name Senior Notes, Senior Subordinated Notes, CCB-1 Common Securities, CCB-1 Preferred Securities, CCB-2 Common Securities, CCB-2 Preferred Securities, PIERS Common Securities, PIERS Preferred Securities, and REIT Series representing Allowed Claims are registered, in the

applicable Trustees' books and records, on the Distribution Record Date, in the manner provided for in the applicable Indenture and other governing documents. The Trustees may conclusively rely upon the distribution instructions received from the Debtors or their agents with respect to contra-CUSIP positions and escrow positions set up by the Debtors or their agents with the Depository Trust Company, and the Trustees shall close and terminate the original CUSIPS after making initial distributions of Creditor Cash and shall have no further distribution obligations thereafter. The Trustees shall not be required to give any bond or surety or other security for the performance of their duties, unless otherwise ordered by the Court. The Trustees shall only be required to make the distributions and deliveries described in this Section 31.5 and shall be only required to make such distributions and deliveries in accordance with the terms of the Confirmation Order and the Plan and shall have no liability for actions taken in accordance with the Confirmation Order, the Plan or in reliance upon information provided to the Trustees in accordance with the Confirmation Order, the Plan or in connection with distributions to be made hereunder and thereunder, except for liabilities resulting from their own gross negligence or willful misconduct. Initial distributions of Reorganized Common Stock and Liquidating Trust Interests by the Disbursing Agent for the benefit of holders of Allowed Senior Notes Claims, Allowed Senior Subordinated Notes Claims, Allowed CCB-1 Guarantees Claims, Allowed CCB-2 Guarantees Claims, Allowed PIERS Claims, and REIT Series, as applicable, will be made by the Disbursing Agent directly to such holders, upon consent of the applicable Trustee, which consent shall not be unreasonably withheld. Subsequent distributions to holders of Allowed Senior Notes Claims, Allowed Senior Subordinated Notes Claims, Allowed CCB-1 Guarantees Claims, Allowed CCB-2 Guarantees Claims, Allowed PIERS Claims, and REIT Series on account of Liquidating Trust Interests (or such holders' transferees) that have identified themselves to the Liquidating Trustee, to the extent the Liquidating Trustee deems appropriate, will be the responsibility of the Liquidating Trustee as Disbursing Agent. Notwithstanding the foregoing, all distributions are subject to the Lien and priority rights of the Trustees. The Debtors, their agents and servicers, the Disbursing Agent and the Trustees shall have no obligation to recognize any transfer of Senior Notes Claims, Senior Notes, Senior Subordinated Notes Claims, Senior Subordinated Notes, CCB-1 Guarantees Claims, CCB-1 Guarantees, CCB-1 Common Securities, CCB-1 Preferred Securities, CCB-2 Guarantees Claims, CCB-2 Guarantees, CCB-2 Common Securities, CCB-2 Preferred Securities, PIERS Claims, PIERS Common Securities, PIERS Preferred Securities, REIT Series, Preferred Equity Interests, Dime Warrants and Common Equity Interests occurring after the Distribution Record Date.

### 31.6 **Undeliverable/Reserved Distributions:**

(a) (1) Holding of Undeliverable Distributions by the Disbursing Agent. If any distribution to any holder is returned to the Disbursing Agent as undeliverable, no further distribution shall be made to such holder unless and until the Disbursing Agent is notified, in writing, of such holder's then-current address. Undeliverable distributions shall remain in the possession of the Disbursing Agent until such time as a distribution becomes deliverable. All Entities ultimately receiving undeliverable Cash shall not be entitled to any interest or other accruals of any kind. Nothing contained in the Plan shall require the Disbursing Agent to attempt to locate any holder of an Allowed Claim or Equity Interest.

(2) Holding of Undeliverable Distributions by the Liquidating Trustee. In connection with distributions to be made pursuant to the

Liquidating Trust Agreement, an “undeliverable” distribution shall include, without limitation, a check that is sent to a holder in respect of a distribution to such holder, which check has not been negotiated within six (6) months following the issuance thereof. Subject to the provisions of Section 31.6(c) of the Plan, if any distribution to a holder of a Liquidating Trust Interest is undeliverable, no additional distribution shall be made to such holder unless and until the Liquidating Trustee (or its duly authorized agent) is notified, in writing, of such holder’s then-current address. Undeliverable distributions shall remain in the possession of the Liquidating Trustee (or its duly authorized agent) until such time as a distribution becomes deliverable or as set forth in Section 31.6(b) of the Plan. All Entities ultimately receiving an undeliverable distribution shall not be entitled to any interest or other accruals of any kind on account of the delay in payment resulting from the undeliverable status of such distribution. Except as required by law, the Liquidating Trustee (or its duly authorized agent) shall not be required to attempt to locate any holder of a Liquidating Trust Interest.

(b) Failure to Claim Undeliverable Distributions. If (i) a check is sent, by either the Disbursing Agent or the Liquidating Trustee, to a holder in respect of distributions and such check is not negotiated within six (6) months following the date on which such check was issued, or (ii) any other form of distribution to a holder is otherwise undeliverable, the Disbursing Agent or the Liquidating Trustee, as the case may be, (or their duly authorized agent) shall, on or prior to the date that is one hundred eighty (180) days from (i) the Effective Date, with respect to all Allowed Claims as of the Effective Date, and (ii) the date that a distribution is made with respect to any Disputed Claim that becomes an Allowed Claim subsequent to the Effective Date, file a list with the Bankruptcy Court setting forth the names of those Entities for which distributions have been made hereunder that have not been negotiated or have been returned as undeliverable as of the date thereof. Any holder of an Allowed Claim or Equity Interest on such list that does not identify itself and assert its rights pursuant to the Plan to receive a distribution within one (1) year from the date so listed shall have its entitlement to such undeliverable distribution discharged and shall be forever barred from asserting any entitlement pursuant to the Plan, against the Reorganized Debtors, the Liquidating Trust, the Liquidating Trustee, the Trustees, or their respective professionals, agents, or property. In such case, the Liquidating Trustee is authorized to permanently remove such holder and its corresponding Claim and/or Trust Interest from such trustee’s books and records and any consideration held for distribution on account of such Allowed Claim or Equity Interest shall revert to such trustee for redistribution to holders of Liquidating Trust Interests in accordance with the terms and provisions hereof.

(c) Reserve Pending Delivery of Third Party Release. Notwithstanding anything contained herein to the contrary, in the event that a holder of a Claim entitled to a distribution hereunder fails to execute and deliver prior to the Ballot Date the third party release required in accordance with the provisions of Section 41.6 of the Plan (other than (a) holders that affirmatively elect to opt out of granting the releases provided in Section 41.6 and (b) holders of Claims in Class 17A and Non-Filing WMB Senior Note Holders), (i) from and after the Effective Date, the Disbursing Agent or the Liquidating Trustee, as the case may be,

shall reserve amounts of Creditor Cash and Liquidating Trust Interests (but not Runoff Notes) otherwise to be distributed to such holder, (ii) provided that a third party release is not executed and delivered by such holder to the Liquidating Trustee prior to the three (3), six (6) and nine (9) month anniversary of the Effective Date, on or prior to the fifth (5th) Business Day following any such date, the Liquidating Trustee shall serve a notice (together with a form of release) upon such holder, either directly or indirectly through such holder's nominee, informing such holder of such reserved distribution and the requirement of such holder to execute and deliver such third party release to the appropriate trustee prior to delivery of such reserved distribution, and (iii) in the event that, on or prior to the one (1) year anniversary of the Effective Date, such holder fails to execute and deliver such third party release to the appropriate trustee, then, such trustee shall be deemed authorized to permanently remove such holder and its corresponding Claim from such trustee's books and records and any consideration held for distribution on account of such Allowed Claim shall revert to the Liquidating Trustee for redistribution to holders of Liquidating Trust Interests in accordance with the terms and provisions hereof. Without in any way limiting the foregoing, release elections, whether submitted in accordance with this Section 31.6(c) or otherwise, will not be accepted during the period between the Ballot Date and the Effective Date, and any release election submitted during such period shall not be recognized and shall be deemed null and void. In the event that a holder of a Claim seeks to receive and execute a release form in accordance with this provision at any time from and after the Effective Date, but other than pursuant to the periodic notices to be distributed as set forth above, then such holder may, following the Effective Date, submit a request, in writing, to the appropriate trustee to receive a release form, and the appropriate trustee will send such form to such requesting holder on or prior to the fifth (5th) Business Day following the date such trustee receives such request; provided, however, that under no circumstances shall requests for such release form from holders of Claims in Class 17A and Non-Filing WMB Senior Note Holders be honored by the Liquidating Trustee.

31.7 **Withholding and Reporting Requirements:** Any party issuing any instrument or making any distribution under the Plan shall comply with all applicable withholding and reporting requirements imposed by any United States federal, state or local tax law or Tax Authority, and all distributions under the Plan shall be subject to any such withholding or reporting requirements. Notwithstanding the above, each holder of an Allowed Claim or Equity Interest that is to receive a distribution under the Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any Taxes imposed on such holder by any governmental unit, including income, withholding and other tax obligations, on account of such distribution. Any party issuing any instrument or making any distribution under the Plan has the right, but not the obligation, to not make a distribution until such holder has made arrangements satisfactory to such issuing or disbursing party for payment of any such withholding Tax obligations and, if any party issuing any instrument or making any distribution under the Plan fails to withhold with respect to any such holder's distribution, and is later held liable for the amount of such withholding, the holder shall reimburse such party. The Disbursing Agent may require, as a condition to the receipt of a distribution, that the holder complete the appropriate Form W-8 or Form W-9, as applicable to each holder. If the holder fails to comply with such a request within one year, such distribution shall be deemed an unclaimed distribution.

31.8 **Time Bar to Cash Payments:** Checks issued by the Disbursing Agent on account of Allowed Claims or Equity Interests shall be null and void if not negotiated within

ninety (90) days from and after the date of issuance thereof. Requests for reissuance of any check shall be made directly to the Disbursing Agent by the holder of the Allowed Claim or Equity Interest with respect to which such check originally was issued. Any claim in respect of such a voided check shall be made on or before the later of (i) the first (1st) anniversary of the Effective Date or (ii) ninety (90) days after the date of issuance of such check, if such check represents a final distribution hereunder on account of such Claim or Equity Interest. After such date, all Claims and Equity Interests in respect of voided checks shall be discharged and forever barred and the Disbursing Agent shall retain all monies related thereto for the sole purpose of redistribution to holders of Allowed Claims and Equity Interests in accordance with the terms and provisions hereof.

31.9 **Distributions After Effective Date:** Distributions made after the Effective Date to (a) holders of Claims that are not Allowed Claims as of the Effective Date, but which later become Allowed Claims, (b) holders of Claims that fail to execute and deliver a third party release prior to the Effective Date, but later do so, and (c) holders of Dime Warrants to the extent the Dime Warrants are determined, pursuant to a Final Order, to hold Equity Interests or Allowed Claims which are subordinated to the level of Common Equity Interests in accordance with section 510 of the Bankruptcy Code, shall be deemed to have been made in accordance with the terms and provisions of Article XXXI of the Plan.

31.10 **Setoffs:** Except as otherwise provided in the Plan or in the Confirmation Order, the Disbursing Agent may, pursuant to applicable bankruptcy or non-bankruptcy law, set off against any Allowed Claim and the distributions to be made pursuant to the Plan on account thereof (before any distribution is made on account of such Claim by the Disbursing Agent), the claims, rights, and causes of action of any nature that one or more of the Debtors, Debtors in Possession, or the Reorganized Debtors may hold against the holder of such Allowed Claim; provided, however, that neither the failure to effect such a setoff nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors, Debtors in Possession, or the Reorganized Debtors of any such claims, rights, and causes of action that the Debtors, Debtors in Possession, or the Reorganized Debtors may possess against such holder; and, provided, further, that nothing contained herein is intended to limit the ability of any Creditor to effectuate rights of setoff or recoupment preserved or permitted by the provisions of sections 553, 555, 559, or 560 of the Bankruptcy Code or pursuant to the common law right of recoupment.

31.11 **Allocation of Plan Distributions Between Principal and Interest:** To the extent that any Allowed Claim entitled to a distribution under the Plan consists of indebtedness and other amounts (such as accrued but unpaid interest thereon), such distribution shall be allocated first to the principal amount of the Claim (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claim, to such other amounts.

31.12 **Payment of Trustee Fees and Expenses:** Upon the entry of an order of the Bankruptcy Court authorizing payment thereof, upon notice and a hearing, the Disbursing Agent, unless otherwise stayed, shall pay the Trustee Claims; provided, however, that, with respect to the allowance of Trustee Claims for which an order of the Bankruptcy Court had been entered prior to the Effective Date the Disbursing Agent shall pay such Trustee Claims as soon as practicable after the Effective Date. To the extent that the Disbursing Agent fails to pay any

Trustee Claim in full, whether as a result of the Bankruptcy Court's determination as to whether the Trustee Claim or the amount thereof is reasonable, or a Trustee's determination not to request payment therefor, such Trustee shall have the right to assert its Lien and priority rights pursuant to the applicable Indenture or Guarantee Agreement for payment of any unpaid amount upon any payment or other distribution to be made in accordance with the provisions contained herein. Notwithstanding the foregoing, the Disbursing Agent shall be responsible and, upon presentation of supporting documentation in form and substance satisfactory to the Disbursing Agent, shall satisfy the Trustee Distribution Expenses; provided, however, that, under no circumstance shall the Disbursing Agent be responsible for any indemnification obligation, cost, or expense of any of the Trustees associated with the gross negligence or willful misconduct of a Trustee in making any such distribution. To the extent not liquidated and Allowed as of the Effective Date, Trustee Claims shall remain an obligation of the Liquidating Trust pending termination of the Liquidating Trust; provided, however, that neither a reserve shall be created nor a distribution shall be made in respect thereof without entry of an order of the Bankruptcy Court authorizing such reserve to be created or distribution to be made.

31.13 **Distribution Record Date:** For purposes of distributions, on the Distribution Record Date, registers of the respective Trustees shall be closed and the Trustees shall have no obligation to recognize, and shall not recognize, any transfers of Claims arising under or related to the Indentures or the Guarantee Agreements occurring from and after the Distribution Record Date.

31.14 **Runoff Notes:** Notwithstanding anything contained in the Plan to the contrary, in accordance with Section 31.1(a) of the Plan, and subject to the provisions set forth in subsections of this Section 31.14, within ten (10) Business Days following the Effective Date, the Disbursing Agent shall distribute Runoff Notes to those holders of Allowed Senior Notes Claims, Allowed Senior Subordinated Notes Claims, Allowed General Unsecured Claims, Allowed CCB-1 Guarantees Claims and Allowed CCB-2 Guarantees Claims that elected to receive Runoff Notes in lieu of distributions of Creditor Cash on the Effective Date.

(a) In the event that elections to receive Runoff Notes in accordance with Sections 6.2(a), 7.2(a), 16.1(b)(i), 18.2(a) and 19.2(a) of the Plan are made in an aggregate original principal amount greater than One Hundred Forty Million Dollars (\$140,000,000.00), such elections shall be reduced pro rata such that the aggregate original principal amount elected is equal to One Hundred Forty Million Dollars (\$140,000,000.00); provided, however, that, in the event that, (i) elections to receive Runoff Notes in accordance with Sections 6.2(a), 7.2(a), 16.1(b)(i), 18.2(a) and 19.2(a) of the Plan are made in an aggregate original principal amount equal to or greater than One Hundred Thirty Million Dollars (\$130,000,000.00) and (ii) Runoff Notes are tendered in election for the Common Stock Allotment in an aggregate amount less than the Runoff Threshold, such elections to receive Runoff Notes shall be reduced pro rata by an amount necessary to permit the deemed elections contemplated by Section 31.14(d) to occur.

(b) In the event that less than all of the original principal amount of Runoff Notes have been distributed in lieu of Creditor Cash on the Effective Date, the balance thereof shall constitute Liquidating Trust Assets, and such Runoff Notes and the proceeds thereof shall be distributed to beneficial holders of Liquidating Trust Interests in accordance with the provisions of Article XXVII of the Plan.

(c) In the event that, pursuant to elections of Reorganized Common Stock in lieu of Runoff Notes, elections are made with respect to Runoff Notes having an aggregate original principal amount in excess of the Runoff Threshold, such elections shall be reduced pro rata by the amount of such excess so that each holder making such election shall receive shares of Reorganized Common Stock equal to its Pro Rata Share of the Common Stock Allotment.

(d) In the event that holders of Claims with the right of elections pursuant to Sections 6.2(a), 7.2(a), 16.1(b)(ii), 18.2(a) and 19.2(a) of the Plan decline to tender, in the aggregate, Runoff Notes in the original principal amount necessary to reach the Runoff Threshold, each of AAOC, severally and not jointly, shall be deemed to have elected to receive its Pro Rata Share of the Common Stock Allotment in lieu of (i) Runoff Notes (based upon an allocation developed in their sole and absolute discretion) that they would otherwise receive on the Effective Date in their capacity as a holder of Allowed PIERS Claims, in the aggregate amount as is necessary to reach the Runoff Threshold; provided, however, that, to the extent that any of AAOC would not receive Runoff Notes on the Effective Date in its capacity as a holder of Allowed PIERS Claims in an amount sufficient to reach its allocable share of the Runoff Threshold, such AAOC Entity will instead be deemed to have elected to receive such amount of Runoff Notes (based upon an allocation developed in their sole and absolute discretion) in lieu of distributions of Creditor Cash on the Effective Date on account of its Allowed Senior Subordinated Notes Claims, and (ii) fifty percent (50%) of such holders' Litigation Proceeds Interest in their capacity as holders of Allowed PIERS Claims.

Upon the earlier to occur of (x) the determination of the Trust Advisory Board, with the consent of each Entity which would be a recipient of Runoff Notes, (y) all Allowed CCB-1 Guarantees Claims and Allowed CCB-2 Guarantees Claims having been paid, in full, in accordance with the provisions of Articles XIX and XX of the Plan, respectively, and (z) Runoff Notes being the sole remaining Liquidating Trust Asset, the balance of the Runoff Notes in the Liquidating Trust, as the balance thereof may have been reduced from time-to-time, shall be distributed to Creditors whose Allowed Claims have not been paid in full as of the date thereof. To the extent that a holder of an Allowed Claim receives Runoff Notes pursuant to such distribution, the amount of such holder's outstanding Claim shall be reduced on a dollar-for-dollar basis by the lesser of (i) the original outstanding principal amount of the Runoff Notes so received and (ii) the then outstanding principal amount (without regard to any interest paid-in-kind) of the Runoff Notes so received.

## ARTICLE XXXII

### MEANS OF IMPLEMENTATION

32.1 **Incorporation and Enforcement of the Settlement Agreement:** The Plan incorporates by reference the terms of the Global Settlement Agreement, including, without limitation, (i) the Debtors' agreement to sell, free and clear of all Claims, rights, interests, and Liens, certain of the Plan Contribution Assets to the JPMC Entities, (ii) JPMC's obligations to pay certain consideration for such sale, including, without limitation, JPMC's agreement to pay or fund the payment of the JPMC Assumed Liabilities and certain other Claims, and to waive



certain of its Claims against the Debtors, (iii) JPMC's obligation to transfer certain of the Plan Contribution Assets to the Debtors, (iv) the FDIC Receiver's transfer of any interest it or the Receivership might have in any Plan Contribution Assets, and (v) the agreement among the parties to resolve certain pending Claims and litigation, including the Related Actions, pursuant to the terms of the Global Settlement Agreement and the Plan.

32.2 **Intercompany Claims:** Intercompany Claims shall be extinguished, unless otherwise agreed or resolved between the parties to a given Intercompany Claim, resolved by the Global Settlement Agreement or released by operation of the Plan. Any such transaction may be effected without any further action by the stockholders of any of the Debtors or the Debtors in Possession.

32.3 **Merger/Dissolution/Consolidation:** On or as of the Effective Date or as soon as practicable thereafter, and without the need for any consent or approval, Reorganized WMI may, in its sole and absolute discretion, (i) cause any of the Reorganized WMI Entities to be merged, dissolved, or otherwise consolidated, (ii) cause the transfer of assets between or among the Reorganized WMI Entities, or (iii) engage in any other transaction in furtherance of the Plan. As soon as practicable after initial distributions are made pursuant to Section 31.1 of the Plan, and without the need for any consent or approval, Reorganized WMI shall complete, or shall cause the completion of, the administrative dissolution of the Washington Mutual Capital Trust 2001.

32.4 **Cancellation of Existing Securities and Agreements:** Except as provided herein, any document, agreement, or instrument evidencing any Claim or Equity Interest shall be deemed automatically cancelled and terminated on the Effective Date without further act or action under any applicable agreement, law, regulation, order, or rule and any and all obligations or liabilities of the Debtors under such documents, agreements, or instruments evidencing such Claims and Equity Interests shall be discharged; provided, however, that the foregoing cancellation of securities, documents, agreements or instruments shall not apply to (a) the securities related to the WMB Senior Notes or the WMB Subordinated Notes and (b) any security, document, agreement or instrument related to a Disputed Claim until a Final Order resolving any such Disputed Claim is entered; and, provided, further, that, during the pendency of any such disputes, the Debtors shall not accrue or incur any additional liability or obligation with respect thereto; and, provided, further, that the Indentures and Guarantee Agreements shall continue in effect for the limited purposes of (i) allowing the Trustees to make distributions pursuant to the Plan and to perform such other necessary functions with respect thereto, (ii) permitting the Trustees to maintain and assert any right or Lien for reasonable fees, costs, expenses and indemnities under the Indentures and Guarantee Agreements, (iii) effectuating the applicable subordination provisions of such documents or contesting the application thereof in the prosecution of any appeal to which a Trustee may be a party as of the Effective Date, (iv) enabling the noteholders and the holders of PIERS Claims to receive distributions and (v) enabling the Trustees to make applications in accordance with Section 31.12 of the Plan; and, provided, further, that, except as otherwise provided herein, nothing in this Plan shall impair, affect, or adversely affect the related transactions and the rights of the parties thereto. Notwithstanding any of the foregoing, nothing contained herein shall be deemed to impair, waive or extinguish any rights of the Trustees with respect to any rights contained in the respective Indentures or Guarantee Agreements; provided, however, that, upon payment in full of the

respective Trustee Claims and Trustee Distribution Expenses in accordance with the Plan, the rights of the Trustees to seek payment from or assert claims against the Debtors for amounts owed under the respective Indentures or Guarantee Agreements shall be discharged as provided in this Plan.

**32.5 Claims of Subordination:** Except as specifically provided herein, to the fullest extent permitted by applicable law, on the latest to occur of (i) the Effective Date, (ii) the entry of a Final Order resolving all Claims in the Chapter 11 Cases, and (iii) the final distribution made to holders of Allowed Claims in accordance with Article XXXI of the Plan, all Claims and Equity Interests, and all rights and claims between or among holders of Claims and Equity Interests relating in any manner whatsoever to Claims or Equity Interests, based upon any contractual, equitable or legal subordination and/or subrogation rights, will be terminated and discharged in the manner provided in this Plan, and all such Claims, Equity Interests and rights so based, and all such contractual, equitable and legal subordination and/or subrogation rights to which any Entity may be entitled will be irrevocably waived. To the fullest extent permitted by applicable law, the rights afforded and the distributions that are made in respect of any Claims or Equity Interests under this Plan will not be subject to levy, garnishment, attachment or like legal process by any holder of a Claim or Equity Interest by reason of any contractual, equitable or legal subordination and/or subrogation rights, so that, notwithstanding any such contractual, equitable or legal subordination and/or subrogation rights, each holder of a Claim or Equity Interest shall have and receive the benefit of the rights and distributions set forth in this Plan.

**32.6 Surrender of Instruments:** Except to the extent evidenced by electronic entry, and except with respect to the WMB Senior Notes and the WMB Subordinated Notes, as a condition of receiving any distribution pursuant to the Plan, each holder of a certificated instrument or note must surrender such instrument or note to the appropriate Trustee or the Disbursing Agent or its designee. Any holder of such instrument or note that fails to (i) surrender such instrument or note or (ii) execute and deliver an affidavit of loss and/or indemnity, or similar affidavit reasonably satisfactory to the appropriate Trustee or the Disbursing Agent before the first (1st) anniversary of the Effective Date shall be deemed to have forfeited all rights, interests and Claims and may not participate in any distribution under the Plan. Any distribution so forfeited shall become the property of the Disbursing Agent for distribution to holders of Allowed Claims in accordance with the terms and provisions hereof.

**32.7 Issuance of Runoff Notes, Liquidating Trust Interests and Reorganized Common Stock:** The issuance by Reorganized WMI of the Runoff Notes, the Liquidating Trust Interests and the Reorganized Common Stock on the Effective Date, if applicable, is hereby authorized without the need for any further corporate action and without any further action by holders of Claims or Equity Interests.

**32.8 Exemption from Securities Laws:** To the maximum extent provided by section 1145 of the Bankruptcy Code and applicable non-bankruptcy law, the issuance under the Plan of the Runoff Notes, the Liquidating Trust Interests and the Reorganized Common Stock will be exempt from registration under the Securities Act of 1933, as amended, and all rules and regulations promulgated thereunder, and all applicable state and local securities laws and regulations.

32.9 **Hart-Scott-Rodino Compliance:** Any shares of Reorganized Common Stock to be distributed under the Plan to any Entity required to file a Premerger Notification and Report Form under the Hart-Scott-Rodino Antitrust Improvement Act of 1976, as amended, shall not be distributed until the notification and waiting periods applicable under such Act to such Entity shall have expired or been terminated.

32.10 **Fractional Stock or Other Distributions:** Notwithstanding anything to the contrary contained herein, no fractional shares of Reorganized Common Stock shall be distributed, and no Cash payments of fractions of cents will be made. Fractional dollars shall be rounded down to the nearest whole dollar. Unless otherwise determined by the Bankruptcy Court at the Confirmation Hearing, fractional shares of stock shall be rounded up or down, as the case may be, to the nearest whole unit. No Cash will be paid in lieu of such fractional shares of stock or dollars.

32.11 **Credit Facility:**

(a) **Terms of Credit Facility:** The terms of the Credit Facility are set forth in the Credit Agreement annexed hereto as Exhibit “C”.

(b) **Replacement Lenders:** During the period from the date hereof up to and including the Ballot Date, the Debtors shall market the terms of the Credit Facility in an effort to obtain terms superior to those set forth in Section 32.11(a) of the Plan; provided, however, that, in accordance with the procedures set forth on the Ballot, any Creditor or holder of an Equity Interest may, upon (1) presentation of financial information necessary to establish the ability to participate as a lender in accordance with the provisions of the Credit Facility and (2) the consent of the Equity Committee, which consent shall not be unreasonably withheld, become a lender under the Credit Facility in lieu of the lenders contemplated pursuant to the Credit Agreement. Prior to the commencement of the Confirmation Hearing, the Debtors shall file a notice with the Bankruptcy Court setting forth the lender(s) selected to provide the Credit Facility.

## ARTICLE XXXIII

### CREDITORS' COMMITTEE/EQUITY COMMITTEE

33.1 **Dissolution of the Creditors' Committee:** On the first (1st) Business Day thirty (30) days following the Effective Date, and provided that payments to holders of Unsecured Claims have been made in accordance with Article XXXI of the Plan, the Creditors' Committee shall be dissolved, and the members thereof shall be released and discharged of and from all further authority, duties, responsibilities, and obligations related to and arising from and in connection with the Chapter 11 Cases, and the retention or employment of the Creditors' Committee's attorneys, financial advisors, and other agents, if any, shall terminate other than for purposes of filing and prosecuting applications for final allowances of compensation for professional services rendered and reimbursement of expenses incurred in connection therewith; provided, however, that the Creditors' Committee may, at its own discretion, continue or resume its duties arising from or relating to (i) any pending litigation or contested matter to which the Creditors' Committee is a party, (ii) any appeal filed regarding confirmation of the Plan, (iii)

obligations arising under confidentiality agreements, joint interest agreements, and protective orders, if any, entered during the Chapter 11 Cases that remain in full force and effect according to their terms, (iv) applications for fees and expenses of members of the Creditors' Committee and requests for compensation and reimbursement of expenses pursuant to section 503(b) of the Bankruptcy Code for making a substantial contribution in any of the Chapter 11 Cases, and (v) motions, appeals or other litigation seeking the enforcement of the provisions of the Plan and the transactions contemplated hereunder or in the Confirmation Order; and, provided, further, that the Liquidating Trust shall continue to compensate the Creditors' Committee's attorneys, financial advisors, and other agents, if any, for any of the post-Effective Date activities identified in this Section 33.1 of the Plan; and, provided, further, that, in the event that (a) the Creditors' Committee elects to continue or resume any or all of the enumerated duties set forth in this Section 35.1 and (b) all then-appointed members of the Creditors' Committee subsequently resign, (i) the United States Trustee may appoint such Persons as the United States Trustee deems appropriate to represent the interests of the Creditors' Committee and (ii) if no such Persons are appointed, then, (y) all right, title and interest of the Creditors' Committee in any and all tolling agreements entered into by the Creditors' Committee, for itself or on behalf of the Debtors and Debtors in Possession, on the one hand, and a potential defendant, on the other hand, shall be deemed assigned to the Liquidating Trust and the Liquidating Trustee and the Liquidating Trust and the Liquidating Trustee shall be entitled to the benefits therein, including, without limitation, timing with respect to the commencement of any litigation, as if the Liquidating Trust and the Liquidating Trustee were a party to any such tolling agreement, and (z) in its sole and absolute discretion, the Liquidating Trustee may, and, if it chooses to, shall, accede to the position of the Creditors' Committee in prospective or then-pending litigations or contested matters, as the case may be. Without limiting the foregoing, on the Effective Date, the Creditors' Committee shall take any and all action as is necessary to cause the withdrawal and dismissal, with prejudice, of the appeal taken by the Creditors' Committee from the September Opinion.

**33.2 Dissolution of the Equity Committee:** On the Effective Date, other than with respect to its duties and obligations set forth herein, the Equity Committee shall be dissolved and the members thereof shall be released and discharged of and from all further authority, duties, responsibilities, and obligations related to and arising from and in connection with the Chapter 11 Cases, and the retention or employment of the Equity Committee's attorneys, financial advisors, and other agents, if any, shall terminate other than for purposes of filing and prosecuting applications for final allowances of compensation for professional services rendered and reimbursement of expenses incurred in connection therewith; provided, however, that, in the event that (a) a timely appeal is taken from the Confirmation Order and (b) such appeal remains pending, the Equity Committee shall be dissolved on the earlier to occur of (1) dismissal or withdrawal of such appeal and (2) a determination, by Final Order, as to the merits of such appeal. Without limiting the foregoing, on the Effective Date, the Equity Committee shall take any and all action as is necessary to cause the withdrawal and dismissal, with prejudice, of (x) the Equity Committee Adversary Proceeding, (y) the Equity Committee Action to Compel and (z) the appeals taken by the Equity Committee from (i) the January Opinion and (ii) the September Opinion.

## ARTICLE XXXIV

### EXECUTORY CONTRACTS AND UNEXPIRED LEASES

**34.1 Rejection or Assumption of Remaining Executory Contracts and Unexpired Leases:** Pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code, all prepetition executory contracts and unexpired leases that exist between one or both of the Debtors and any Entity, and which have not expired by their own terms on or prior to the Confirmation Date, shall be deemed rejected by the Debtors as of the Effective Date, except for any executory contract or unexpired lease that (i) has been assumed and assigned or rejected pursuant to an order of the Bankruptcy Court entered prior to the Effective Date or (ii) that is specifically designated as a contract or lease to be assumed or assumed and assigned on the schedules to the Plan Supplement, including, without limitation, any executory contract or unexpired lease sold, accepted, or transferred to one of the JPMC Entities pursuant to the terms of the Global Settlement Agreement; provided, however, that the Debtors reserve the right, on or prior to the Confirmation Date, to amend such schedules to delete any executory contract or unexpired lease therefrom or add any executory contract or unexpired lease thereto, in which event such executory contract(s) or unexpired lease(s) shall be deemed to be, as the case may be, either rejected, assumed, or assumed and assigned as of the Effective Date. The Debtors shall serve (i) notice of any executory contract and unexpired lease to be assumed or assumed and assigned through the operation of this Section 34.1 by including a schedule of such contracts and leases in the Plan Supplement and (ii) notice of any executory contract and unexpired lease to be rejected through the operation of this Section 34.1 by serving a separate notice to the relevant counterparties to such agreements. To the extent there are any amendments to such schedules, the Debtors shall provide notice of any such amendments to the parties to the executory contracts and unexpired leases affected thereby. The listing of a document on the schedules to the Plan Supplement or in any separate notice shall not constitute an admission by the Debtors that such document is an executory contract or an unexpired lease or that the Debtors have any liability thereunder.

**34.2 Approval of Rejection or Assumption of Executory Contracts and Unexpired Leases:** Entry of the Confirmation Order by the Bankruptcy Court shall constitute approval, pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code, of the rejection, assumption, or assumption and assignment, as the case may be, of executory contracts and unexpired leases pursuant to Section 34.1 of the Plan or pursuant to the Global Settlement Agreement.

**34.3 Inclusiveness:** Unless otherwise specified on the schedules to the Plan Supplement, each executory contract and unexpired lease listed or to be listed therein shall include any and all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without regard to whether such agreement, instrument, or other document is listed on such schedule.

**34.4 Cure of Defaults:** 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 34.1 of the Plan, the Debtors shall,

pursuant to the provisions of sections 1123(a)(5)(G) and 1123(b)(2) of the Bankruptcy Code and consistent with the requirements of section 365 of the Bankruptcy Code, within at least twenty (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 34.1 of the Plan, a notice, which shall list the cure amount as to each executory contract or unexpired lease to be assumed or assumed and assigned. The parties to such executory contracts or unexpired leases will have twenty (20) days from the date of service of such notice to file and serve any objection to the cure amounts listed by the Debtors. 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 34.1 of the Plan, the Debtors shall retain their rights to reject any of their executory contracts or unexpired leases that are subject to a dispute concerning amounts necessary to cure any defaults through the Effective Date.

34.5 **Rejection Damage Claims:** If the rejection of an executory contract or unexpired lease by the Debtors hereunder results in damages to the other party or parties to such contract or lease, any claim for such damages, if not heretofore evidenced by a filed proof of Claim, shall be forever barred and shall not be enforceable against the Debtors, or their properties or agents, successors, or assigns, including, without limitation, the Reorganized Debtors and the Liquidating Trust, unless a proof of Claim is filed with the Bankruptcy Court and served upon attorneys for the Debtors or the Liquidating Trustee, as the case may be, on or before thirty (30) days after the latest to occur of (i) the Confirmation Date, and (ii) the date of entry of an order by the Bankruptcy Court authorizing rejection of a particular executory contract or unexpired lease.

34.6 **Indemnification and Reimbursement Obligations:** For purposes of the Plan, (i) to the extent executory in nature, the obligations of the Debtors to indemnify and reimburse their directors or officers that were directors or officers, respectively, on or prior to the Petition Date shall be deemed rejected as of the Effective Date and such parties' rights to assert rejection damage claims, if any, shall be governed by Section 34.5 of the Plan and (ii) indemnification obligations of the Debtors arising from conduct of officers and directors during the period from and after the Petition Date shall be Administrative Expense Claims.

34.7 **Termination of Benefit Plans:** Notwithstanding anything contained in the Plan to the contrary, the Debtors and the Liquidating Trustee, as the case may be, shall be authorized, but not required, to terminate all Benefit Plans, in accordance with the terms and provisions of the documents and instruments relating thereto and applicable law, at such time as determined by the Debtors or the Liquidating Trustee, as the case may be, in their sole discretion; provided, however, that, until the transfer or termination of any Benefit Plan, the Debtors, the Liquidating Trustee, and the Reorganized Debtors, as the case may be, shall (a) continue to perform any and all of their administrative obligations thereunder and (b) with respect to Benefit Plans subject to Title IV of ERISA, continue to make any required minimum funding contributions and pay applicable Pension Benefit Guaranty Corporation insurance premiums; and, provided, further, that, upon termination thereof, the Debtors, the Liquidating Trustee, or the Reorganized Debtors, as the case may be, shall provide administrative services in connection with the operation and wind down of the Benefit Plans; and, provided, further, that the continuation of any Benefit Plan by the Debtors, the Liquidating Trustee, or the Reorganized Debtors, as the case may be, from and after the Confirmation Date, including, without limitation,

the provision of administrative services in connection with the operation and wind down of such Benefit Plan, shall not constitute an assumption of such Benefit Plans in accordance with section 365 of the Bankruptcy Code; and, provided, further, that the failure to perform any obligation under the Benefit Plans or to provide administrative services in connection with the wind down of the Benefit Plans shall be without prejudice to (i) any Entity to assert such failure gives rise to an Administrative Expense Claim and (ii) the Debtors or the Liquidating Trustee to contest the assertion thereof. For the avoidance of doubt, the foregoing shall not apply to any employee benefit or welfare plan to be maintained by the Reorganized Debtors or the Liquidating Trustee, as the case may be, in the ordinary course of business after the Effective Date for the benefit of employees actively employed by the Reorganized Debtors or the Liquidating Trustee.

34.8 **Termination of Vendor Stipulation:** On the Effective Date, that certain Stipulation By and Between Debtors and JPMorgan Chase Bank, N.A. Concerning Certain Contracts, dated October 16, 2008, shall be terminated and deemed of no further force and effect, except as specifically provided in the Confirmation Order and in Section 2.14 of the Global Settlement Agreement.

## ARTICLE XXXV

### RIGHTS AND POWERS OF DISBURSING AGENT

35.1 **Exculpation:** From and after the Effective Date, the Disbursing Agent shall be exculpated by all Entities, including, without limitation, holders of Claims and Equity Interests and other parties in interest, from any and all claims, causes of action, and other assertions of liability arising out of the discharge of the powers and duties conferred upon such Disbursing Agent by the Plan or any order of the Bankruptcy Court entered pursuant to or in furtherance of the Plan, or applicable law, except for actions or omissions to act arising out of the gross negligence or willful misconduct of such Disbursing Agent. No holder of a Claim or an Equity Interest or other party in interest shall have or pursue any claim or cause of action against the Disbursing Agent for making payments in accordance with the Plan or for implementing the provisions of the Plan.

35.2 **Powers of the Disbursing Agent:** Except as may be provided otherwise hereunder, the Disbursing Agent shall be empowered to (i) take all steps and execute all instruments and documents necessary to effectuate the Plan, (ii) make distributions contemplated by the Plan, (iii) comply with the Plan and the obligations thereunder, and (iv) exercise such other powers as may be vested in the Disbursing Agent pursuant to order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions of the Plan.

35.3 **Fees and Expenses Incurred From and After the Effective Date:** Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Disbursing Agent from and after the Effective Date and any reasonable compensation and expense reimbursement claims, including, without limitation, reasonable fees and expenses of counsel, incurred by the Disbursing Agent, shall be paid in Cash without further order of the Bankruptcy Court.

## ARTICLE XXXVI

### CONDITIONS PRECEDENT TO CONFIRMATION OF THE PLAN

36.1 **Conditions Precedent to Confirmation of the Plan:** Confirmation of the Plan is subject to satisfaction of the following conditions precedent:

(a) **Required Orders.** The Clerk of the Bankruptcy Court shall have entered an order or orders (including, without limitation, the Disclosure Statement Order and the Confirmation Order):

(1) approving the Disclosure Statement as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code;

(2) authorizing the solicitation of votes with respect to the Plan;

(3) determining that all votes are binding and have been properly tabulated as acceptances or rejections of the Plan;

(4) confirming and giving effect to the terms and provisions of the Plan, including the releases in Article XLI of the Plan;

(5) approving the Global Settlement Agreement in accordance with its terms including, but not limited to the releases of the Released Parties;

(6) determining that all applicable tests, standards and burdens in connection with the Plan have been duly satisfied and met by the Debtors and the Plan;

(7) approving the documents in the Plan Supplement;

(8) authorizing the Debtors to execute, enter into, and deliver the documents in the Plan Supplement, and to execute, implement and take all actions otherwise necessary or appropriate to give effect to the transactions contemplated by the Plan, the documents in the Plan Supplement, and the Global Settlement Agreement;

(9) determining that the compromises and settlements set forth in the Global Settlement Agreement and this Plan are appropriate, reasonable and approved;

(10) ordering the sale of the Plan Contribution Assets to be sold to the JPMC Entities or the Debtors, as applicable, pursuant to the Global Settlement Agreement, free and clear of all rights, Claims, interests and Liens, and finding that the parties acquired such assets in good faith under



the meaning of, and subject to the protections of, section 363(m) and pursuant to section 1123(a)(5) of the Bankruptcy Code; and

(11) withdrawing and vacating for all purposes (a) the September Order to the extent relating to the Standing Motion and (b) those portions of the September Opinion relating to the Standing Motion, including, but not limited to, (i) Section III (H) of the September Opinion, pages 108 through 139, and (ii) the first sentence on page 68, footnote 31 on page 70 and the last paragraph of Section III(D) of the September Opinion, page 73.

(b) Form of Orders. The Confirmation Order and this Plan each is in a form and substance satisfactory to the Debtors, the Creditors' Committee, the Equity Committee, the JPMC Entities, the FDIC Receiver, FDIC Corporate and AAOC.

(c) Confirmation Order. The Confirmation Order includes (i) determinations that all of the settlements and compromises contained in the Plan and the Global Settlement Agreement satisfy applicable standards under sections 365, 1123(b)(3) and 1129 of the Bankruptcy Code and Bankruptcy Rule 9019, to the extent applicable, and (ii) the releases and injunctions set forth in Article XLI of the Plan.

**36.2 Waiver of Conditions Precedent to Confirmation:** To the extent practicable and legally permissible, each of the conditions precedent in Section 36.1 hereof may be waived, in whole or in part, by the Debtors, subject to the prior written approval of the Creditors' Committee, the Equity Committee, the JPMC Entities, the FDIC Receiver, FDIC Corporate and AAOC. Any such waiver of a condition precedent may be effected at any time by filing a notice thereof with the Bankruptcy Court executed by the Debtors, the Creditors' Committee, the Equity Committee, the JPMC Entities, the FDIC Receiver, FDIC Corporate and AAOC.

## **ARTICLE XXXVII**

### **CONDITIONS PRECEDENT TO EFFECTIVE DATE OF THE PLAN**

**37.1 Conditions Precedent to Effective Date of the Plan:** The occurrence of the Effective Date and the substantial consummation of the Plan are subject to satisfaction of the following conditions precedent:

(a) Satisfaction of Certain Settlement Agreement Conditions. The satisfaction of the "Conditions to Effective Date" set forth in Section 7.2 of the Global Settlement Agreement.

(b) Entry of the Confirmation Order. The Clerk of the Bankruptcy Court shall have entered the Confirmation Order in accordance with section 1129 of the Bankruptcy Code, and the Confirmation Order shall have become a Final Order.

(c) Execution of Documents; Other Actions. All other actions and documents necessary to implement the Plan shall have been effected or executed.

37.2 **Waiver of Conditions Precedent:** To the extent practicable and legally permissible, each of the conditions precedent in Section 37.1 hereof may be waived, in whole or in part, by the Debtors, subject to the prior written approval of the Creditors' Committee, the Equity Committee, the JPMC Entities, the FDIC Receiver, FDIC Corporate, and AAOC. Any such waiver of a condition precedent may be effected at any time by filing a notice thereof with the Bankruptcy Court executed by the Debtors, the Creditors' Committee, the Equity Committee, the JPMC Entities, the FDIC Receiver, FDIC Corporate and AAOC.

## **ARTICLE XXXVIII**

### **RETENTION OF JURISDICTION**

38.1 **Retention of Jurisdiction:** The Bankruptcy Court shall retain and have exclusive jurisdiction over any matter arising under the Bankruptcy Code, arising in or related to the Chapter 11 Cases or the Plan, or that relates to the following:

(a) to resolve any matter related to the assumption, assumption and assignment, or rejection of any executory contract or unexpired lease to which a Debtor is a party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Claim arising therefrom, including those matters related to the amendment after the Effective Date of the Plan to add any executory contract or unexpired lease to the list of executory contracts and unexpired leases to be rejected;

(b) to enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all contracts, instruments, releases, and other agreements or documents created in connection with the Plan, including, without limitation, the Global Settlement Agreement, unless any such agreements or documents contain express enforcement and dispute resolution provisions to the contrary, in which case, such provisions shall govern;

(c) to determine any and all motions, adversary proceedings, applications, and contested or litigated matters that may be pending on the Effective Date or that, pursuant to the Plan, may be instituted by the Debtors, the Reorganized Debtors, or the Liquidating Trustee prior to or after the Effective Date;

(d) to ensure that distributions to holders of Allowed Claims are accomplished as provided herein;

(e) to hear and determine any timely objection to any Claim or Equity Interest, whether such objection is filed before or after the Confirmation Date, including any objection to the classification of any Claim or Equity Interest, and to allow, disallow, determine, liquidate, classify, estimate, or establish the priority of or secured or unsecured status of any Claim or Equity Interest, in whole or in part;

(f) to enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified, reversed, or vacated;

(g) to issue such orders in aid of execution of the Plan, to the extent authorized by section 1142 of the Bankruptcy Code;

(h) to consider any modification of the Plan, to cure any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including the Confirmation Order;

(i) to hear and determine all applications for awards of compensation for services rendered and reimbursement of expenses incurred prior to the Effective Date;

(j) to hear and determine disputes arising in connection with or relating to the Plan or the Global Settlement Agreement, or the interpretation, implementation, or enforcement of the Plan or the Global Settlement Agreement, or the extent of any Entity's obligations incurred in connection with or released under the Plan or the Global Settlement Agreement, unless such agreements or documents contain express enforcement or dispute resolution provisions to the contrary, in which case such provisions should govern;

(k) to issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with consummation or enforcement of the Plan or the Global Settlement Agreement;

(l) to determine any other matter that may arise in connection with or that is related to the Plan, the Disclosure Statement, the Supplemental Disclosure Statement, the Confirmation Order, the Global Settlement Agreement, or any contract, instrument, release, or other agreement or document created in connection therewith, unless such agreements or documents contain express enforcement or dispute resolution provisions, in which case, such provisions should govern;

(m) to hear and determine matters concerning state, local, and federal Taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code (including, without limitation, any matter relating to the Tax Refunds, and any request by the Debtors or by the Liquidating Trustee, as applicable, for an expedited determination of Tax under section 505(b) of the Bankruptcy Code with respect to the Debtors, the Liquidating Trust, or the Liquidating Trust Claims Reserve, as applicable);

(n) to hear any other matter or for any purpose specified in the Confirmation Order that is not inconsistent with the Bankruptcy Code; and

(o) to enter a final decree closing the Chapter 11 Cases;

provided, however, that the foregoing is not intended to (i) expand the Bankruptcy Court's jurisdiction beyond that allowed by applicable law, (ii) grant the Bankruptcy Court jurisdiction over disputes between JPMC and the FDIC Receiver and/or FDIC Corporate under the Purchase and Assumption Agreement, (iii) impair the rights of an Entity to (a) invoke the jurisdiction of a court, commission, or tribunal with respect to matters relating to a governmental unit's police and regulatory powers and (b) contest the invocation of any such jurisdiction; and provided, further, that the invocation of such jurisdiction, if granted, shall not extend to the allowance or priority of Claims or the enforcement of any money judgment against the Debtors, the

Reorganized Debtors, or the Liquidating Trust, as the case may be, entered by such court, commission, or tribunal, and (iv) impair the rights of an Entity to (a) seek the withdrawal of the reference in accordance with 28 U.S.C. § 157(d) and (b) contest any request for the withdrawal of reference in accordance with 28 U.S.C. § 157(d).

## **ARTICLE XXXIX**

### **MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN**

39.1 **Modification of Plan:** The Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, except in the event any amendment or modification would materially adversely affect the substance of the economic provisions set forth in the Plan or the Global Settlement Agreement, to amend or modify the Plan, the Plan Supplement, or any exhibit to the Plan at any time prior to the entry of the Confirmation Order, subject in each case to the consent of the Creditors' Committee, the Equity Committee, the JPMC Entities, the FDIC Receiver, FDIC Corporate and AAOC; provided, however, that, for the avoidance of doubt, it is understood and agreed that any change to the definition of JPMC Assumed Liabilities or to the releases in Article XLI of the Plan, or to the assets or benefits to be received by JPMC pursuant to the Global Settlement Agreement would be material to the JPMC Entities. Upon entry of the Confirmation Order, the Debtors may, with the consent of the Creditors' Committee, the Equity Committee, the JPMC Entities, the FDIC Receiver, FDIC Corporate and AAOC, upon order of the Bankruptcy Court, amend or modify the Plan, in accordance with section 1127(b) of the Bankruptcy Code, or remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan, subject in each case to the terms of the Global Settlement Agreement. A holder of a Claim that has accepted the Plan shall be deemed to have accepted the Plan as modified if the proposed modification does not materially and adversely change the treatment of the Claim of such holder.

39.2 **Revocation or Withdrawal:**

(a) The Plan may be revoked or withdrawn prior to the Confirmation Date by the Debtors.

(b) If the Plan is revoked or withdrawn prior to the Confirmation Date, or if the Plan does not become effective for any reason whatsoever, then the Plan shall be deemed null and void. In such event, nothing contained herein shall be deemed to constitute a waiver or release of any claim by the Debtors or any other Entity, or to prejudice in any manner the rights of the Debtors or any other Entity in any further proceeding involving the Debtors.

39.3 **Amendment of Plan Documents:** From and after the Effective Date, the authority to amend, modify, or supplement the Plan Supplement, the Exhibits to the Plan Supplement and the Exhibits to the Plan, and any document attached to any of the foregoing, shall be as provided in such Plan Supplement, Exhibit to the Plan Supplement, or Exhibit to the Plan and their respective attachments, as the case may be.

39.4 **No Admission of Liability:**

(a) The submission of this Plan is not intended to be, nor shall it be construed as, an admission or evidence in any pending or subsequent suit, action, proceeding or dispute of any liability, wrongdoing, or obligation whatsoever (including as to the merits of any claim or defense) by any Entity with respect to any of the matters addressed in this Plan.

(b) None of this Plan (including, without limitation, the Exhibits hereto), or any settlement entered, act performed or document executed in connection with this Plan: (i) is or may be deemed to be or may be used as an admission or evidence of the validity of any claim, or any allegation made in any of the Related Actions or of any wrongdoing or liability of any Entity; (ii) is or may be deemed to be or may be used as an admission or evidence of any liability, fault or omission of any Entity in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal; (iii) is or may be deemed to be or used as an admission or evidence against the Reorganized Debtors, the Debtors, or any other Person or Entity with respect to the validity of any Claim; or (iv) is or may be deemed to be used as an admission or evidence of the jurisdiction of any court to adjudicate claims or matters relating to the Receivership. None of this Plan or any settlement entered, act performed or document executed in connection with this Plan shall be admissible in any proceeding for any purposes, except to carry out the terms of this Plan, and except that, once confirmed, any Entity may file this Plan in any action for any purpose, including, but not limited to, in order to support a defense or counterclaim based on the principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense of counterclaim.

## ARTICLE XL

### CORPORATE GOVERNANCE AND MANAGEMENT OF THE REORGANIZED DEBTORS

40.1 **Corporate Action:** On the Effective Date, all matters provided for under the Plan that would otherwise require approval of the stockholders or directors of one or more of the Debtors or Reorganized Debtors, including, without limitation, the authorization to issue or cause to be issued the Runoff Notes and the Reorganized Common Stock, the authorization to enter into the Credit Facility, the adoption of the Reorganized Debtors Certificates of Incorporation and the Reorganized Debtors By-Laws, and the election or appointment, as the case may be, of directors and officers of the Reorganized Debtors pursuant to the Plan, as applicable, shall be authorized and approved in all respects, in each case without further action under applicable law, regulation, order, or rule, including, without limitation, any action by the stockholders of the Debtors or the Reorganized Debtors, as the case may be. The cancellation of all Equity Interests and other matters provided under the Plan involving the corporate structure of the Reorganized Debtors or corporate action by the Reorganized Debtors, as applicable, shall be deemed to have occurred, be authorized, and shall be in effect without requiring further action under applicable law, regulation, order, or rule, including, without limitation, any action by the stockholders of the Debtors or the Reorganized Debtors. Without limiting the foregoing, from and after the Confirmation Date, the Debtors and the Reorganized Debtors shall take any and all actions deemed appropriate in order to consummate the transactions contemplated herein, and, notwithstanding any provision contained in the Debtors' articles of incorporation and by-laws to the contrary, such Entities shall not require the affirmative vote of holders of Equity Interests in

order to take any corporate action including to (i) compromise and settle claims and causes of action of or against the Debtors and their chapter 11 estates and (ii) dissolve, merge, or consolidate with any other Entity.

40.2 **Reincorporation:** No later than one (1) year following the Effective Date, Reorganized WMI may, at the discretion of the board of directors of Reorganized WMI and without requiring the approval of Reorganized WMI's shareholders, reincorporate from the State of Washington to the State of Delaware, including, without limitation, by merging with a corporation incorporated under the laws of the State of Delaware or by such conversion or redomestication process as is authorized under applicable law.

40.3 **Amendment of Articles of Incorporation and By-Laws:** The articles of incorporation and by-laws of the Debtors shall be amended as of the Effective Date to provide substantially as set forth in the Reorganized Debtors Certificates of Incorporation and the Reorganized Debtors By-Laws, each of which shall in form and substance be reasonably satisfactory to the Creditors' Committee, the Equity Committee and AAOC. The Reorganized Debtors Certificates of Incorporation and the Reorganized Debtors By-Laws, to the extent applicable, shall prohibit the issuance of nonvoting equity securities to the extent required by section 1123(a)(6) of the Bankruptcy Code.

40.4 **Directors of the Reorganized Debtors:** On the Effective Date, the board of directors of each of the Reorganized Debtors shall consist of five (5) persons: four (4) members selected by the Equity Committee and one (1) member selected by the lenders party to the Credit Facility. The initial directors shall be disclosed prior to the Confirmation Hearing. In the event that, during the period from the Confirmation Hearing up to and including the Effective Date, circumstances require the substitution of one (1) or more persons selected to serve on the boards of directors of the Reorganized Debtors, the Equity Committee and the lenders party to the Credit Facility, as the case may be, shall choose a respective substitute and the Debtors shall file a notice thereof with the Bankruptcy Court and, for purposes of section 1129 of the Bankruptcy Code, any such replacement person, designated in accordance with the requirements of the immediately preceding sentence, shall be deemed to have been selected and disclosed prior to the Confirmation Hearing.

40.5 **Officers of the Reorganized Debtors:** To the extent applicable, the board of directors of the Reorganized Debtors shall elect officers of the Reorganized Debtors as of or after the Effective Date.

## ARTICLE XLI

### MISCELLANEOUS PROVISIONS

41.1 **Title to Assets:** Except as provided in Confirmation Order, on the Effective Date, title to all assets and properties encompassed by the Plan shall vest in the Reorganized Debtors, Reorganized WMI, the Liquidating Trust, the JPMC Entities or the FDIC Receiver, as the case may be, free and clear of all Liens and in accordance with sections 363 and 1141 of the Bankruptcy Code, and the Confirmation Order shall be a judicial determination of

discharge of the liabilities of the Debtors and the Debtors in Possession except as provided in the Plan.

**41.2 Discharge and Release of Claims and Termination of Equity Interests:**

(a) Except as expressly provided in Section 41.6 of the Plan or the Confirmation Order, all distributions and rights afforded under the Plan and the treatment of Claims and Equity Interests under the Plan shall be, and shall be deemed to be, in exchange for, and in complete satisfaction, settlement, discharge and release of, all Claims and any other obligations, suits, judgments, damages, debts, rights, remedies, causes of action or liabilities of any nature whatsoever, and of all Equity Interests, or other rights of a holder of an Equity Interest, relating to any of the Debtors or the Reorganized Debtors or any of their respective assets, property and estates, or interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, and regardless of whether any property will have been distributed or retained pursuant to the Plan on account of such Claims or other obligations, suits, judgments, damages, debts, rights, remedies, causes of action or liabilities, or Equity Interests or other rights of a holder of an equity security or other ownership interest. Upon the Effective Date, the Debtors and the Reorganized Debtors shall (i) be deemed discharged under section 1141(d)(1)(A) of the Bankruptcy Code and released from any and all Claims and any other obligations, suits, judgments, damages, debts, rights, remedies, causes of action or liabilities, and any Equity Interests or other rights of a holder of an equity security or other ownership interest, of any nature whatsoever, including, without limitation, liabilities that arose before the Effective Date (including prior to the Petition Date), and all debts of the kind specified in sections 502(g), 502(h) or 502(i) of the Bankruptcy Code, whether or not (a) a proof of Claim based upon such debt is filed or deemed filed under section 501 of the Bankruptcy Code, (b) a Claim based upon such debt is allowed under section 502 of the Bankruptcy Code (or is otherwise resolved), or (c) the holder of a Claim based upon such debt voted to accept the Plan and (ii) terminate and cancel all rights of any equity security holder in any of the Debtors and all Equity Interests.

(b) Except as provided in Sections 41.6 and 41.12 of the Plan or the Confirmation Order, all Entities shall be precluded from asserting against any and each of the Debtors and the Reorganized Debtors, and any and each of their respective assets, property and estates, any other or further Claims, or any other obligations, suits, judgments, damages, debts, rights, remedies, causes of action or liabilities of any nature whatsoever, and of all Equity Interests, or other rights of a holder of an Equity Interest, relating to any of the Debtors or the Reorganized Debtors or any of their respective assets, property and estates, including any interest accrued on such Claims from and after the Petition Date, and regardless of whether any property will have been distributed or retained pursuant to the Plan on account of such Claims or other obligations, suits, judgments, damages, debts, rights, remedies, causes of action or liabilities, or Equity Interests or other rights of a holder of an equity security or other ownership interest. In accordance with the foregoing, except as expressly provided in the Plan or the Confirmation Order, the Confirmation Order shall constitute a judicial determination, as of the Effective Date, of the discharge and release of all such Claims or other obligations, suits, judgments, damages, debts, rights, remedies, causes of action or liabilities, and any Equity Interests, or other rights of a holder of an equity interest and termination of all rights of any such holder in any of the Debtors, pursuant to sections 524 and 1141 of the Bankruptcy Code, and such discharge shall

void and extinguish any judgment obtained against any of the Debtors or the Reorganized Debtors, and their respective assets, property and estates at any time, to the extent such judgment is related to a discharged Claim, debt or liability or terminated right of any holder of any Equity Interest in any of the Debtors. As of the Effective Date, and in consideration for the value provided under the Global Settlement Agreement to effectuate the Plan, each holder of a Claim or Equity Interest in any Class under this Plan shall be and hereby is deemed to release and forever waive and discharge as against each and any of the Debtors and the Reorganized Debtors, and their respective assets, property and estates, all such Claims and Equity Interests.

(c) Except as expressly provided in Sections 41.6 and 41.12 of the Plan or the Confirmation Order, in furtherance of the foregoing, and except for the JPMC Assumed Liabilities, Allowed WMB Vendor Claims, and Allowed WMI Vendor Claims, to the extent provided in the Global Settlement Agreement, none of the JPMC Entities or any of their Related Persons shall have any liability for, and the Debtors, on behalf of themselves, their respective estates and their present Affiliates (other than WMB and its subsidiaries), hereby release the JPMC Entities and each of their Related Persons from liability for, any and all Claims that (i) are or were property of the Debtors, their respective estates, or their present Affiliates (other than WMB and its subsidiaries), and (ii) were or could have been brought in any of the Related Actions.

41.3 **Injunction on Claims:** Except as otherwise expressly provided in Sections 41.6 and 41.12 of the Plan, the Confirmation Order or such other order of the Bankruptcy Court that may be applicable, all 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 Section 41.2 hereof, are permanently enjoined, from and after the Effective Date, 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 that is discharged or Equity Interest that is terminated, cancelled, assumed or transferred 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 on account of any Claim or other debt or liability that is discharged or Equity Interest that is terminated, cancelled, assumed or transferred pursuant to the Plan, (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 on account of any Claim or other debt or liability that is discharged or Equity Interest that is terminated, cancelled, assumed or transferred pursuant to the Plan, 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 that is terminated, cancelled, assumed or transferred pursuant to the Plan; provided, however, that such injunction shall not preclude the United States of America, any state or any of their respective police or regulatory agencies from enforcing their police or regulatory powers; and, provided,



further, that, except in connection with a properly filed proof of Claim, the foregoing proviso does not permit the United States of America, any State or any of their respective police or regulatory agencies from obtaining any monetary recovery, including fines, restitution or forfeiture, from any of the Released Parties, including, without limitation, the Debtors, the Debtors in Possession or the Reorganized Debtors, 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, without limitation, any monetary claim or penalty in furtherance of a police or regulatory power; and, provided, further, that, subject to Section 3.8 of the Global Settlement Agreement, such injunction shall not preclude the JPMC Entities, the Receivership, the FDIC Receiver and the FDIC Corporate from pursuing any and all claims against each other or any other defenses thereto pursuant to the Purchase and Assumption Agreement. Such injunction shall extend to all successors and assigns of the Released Parties and their respective assets, property and estates.

41.4 **Integral to Plan:** Each of the discharge, injunction and release provisions provided in this Article XLI is an integral part of the Plan and is essential to its implementation. Each of the Released Parties shall have the right to independently seek the enforcement of the discharge, injunction and release provisions set forth in this Article XLI.

41.5 **Releases by the Debtors, the Creditors' Committee and the Equity Committee:**

(a) **Released Parties.** Except as otherwise expressly provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, on the Effective Date, for good and valuable consideration, each of the Debtors and the Reorganized Debtors, on its own behalf and as representative of its respective estate, the Disbursing Agent and each of the Debtors' Related Persons shall be deemed to have and hereby does irrevocably and unconditionally, fully, finally and forever waive, release, acquit, and discharge the Released Parties from any and all Claims or Causes of Action that the Debtors, the Reorganized Debtors, and the Disbursing Agent, or any of them, or anyone claiming through them, on their behalf or for their benefit, have or may have or claim to have, now or in the future, against any Released Party that are Released Claims or otherwise are based upon, relate to, or arise out of or in connection with, in whole or in part, any act, omission, transaction, event or other circumstance relating to the Debtors taking place or existing on or prior to the Effective Date, and/or any Claim, act, fact, transaction, occurrence, statement, or omission in connection with or alleged or that could have been alleged in the Related Actions, 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; provided, however, that the foregoing release shall not extend to acts of gross negligence or willful misconduct (other than with respect to the JPMC Entities and their respective Related Persons).

(b) **Release of AAOC, Holders of Allowed Senior Notes Claims, Holders of Allowed Senior Subordinated Notes Claims, Holders of CCB-1 Guarantees Claims, Holders of CCB-2 Guarantees Claims and Holders of Allowed PIERS Claims.** On the Effective Date, for good and valuable consideration, each of the Debtors and the Reorganized Debtors, on its own behalf and as representative of its respective estate, the Disbursing Agent and each of the

Debtors' Related Persons, the Creditors' Committee and the Equity Committee, without giving any legitimacy or merit to any of the allegations raised or asserted with respect to AAOC, holders of Allowed Senior Notes Claims, Allowed Senior Subordinated Notes Claims and holders of Allowed PIERS Claims during the Chapter 11 Cases, shall be deemed to have and hereby does irrevocably and unconditionally, fully, finally and forever waive, release, acquit, and discharge (1) the AAOC Releasees, (2) the Senior Notes Claims Releasees, (3) the Senior Subordinated Notes Claims Releasees, (4) the PIERS Claims Releasees and (5) the CCB Releasees, and each of their respective officers, directors, agents, employees and, solely in their capacity as counsel with respect to the Debtors' Chapter 11 Cases, attorneys from any and all Estate Claims that the Debtors, the Creditors' Committee and the Equity Committee, have or may have or claim to have, now or in the future, against (1) the AAOC Releasees, (2) the Senior Notes Claims Releasees, (3) the Senior Subordinated Notes Claims Releasees, (4) the PIERS Claims Releasees and (5) the CCB Releasees, and each of their respective officers, directors, agents, employees and, solely in their capacity as counsel with respect to the Debtors' Chapter 11 Cases, attorneys.

#### 41.6 **Releases by Holders of Claims and Equity Interests:**

(a) **Global Third Party Releases.** On the Effective Date, for good and valuable consideration, and to the fullest extent permissible under applicable law, each Entity (Creditor or holder of an Equity Interest) that (i) has held, currently holds or may hold a Released Claim or any Released Third Party Causes of Action, (ii) is entitled to receive, directly or indirectly, a distribution or satisfaction of its Claim or Equity Interest pursuant to the Plan, and (iii) elects, by not checking or checking the appropriate box on its Ballot or election form, as the case may be, to grant the releases set forth in this Section 41.6, on their own behalf and on behalf of anyone claiming through them, shall be deemed to have and hereby does irrevocably and unconditionally, fully, finally and forever waive, release, acquit and discharge (1) each and all of the Released Parties, from any and all Released Claims 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 and (2) each of (a) the AAOC Releasees, (b) the Senior Notes Claims Releasees, (c) the Senior Subordinated Notes Claims Releasees, (d) the PIERS Claims Releasees and (e) the CCB Releasees from any and all Released Third Party Causes of Action; **provided, however, that each Entity that has elected not to grant the releases set forth in this Section 41.6, including, without limitation, any Entity that fails to execute and deliver a release following notice in accordance with the provisions of Section 31.6(c) hereof, shall not be entitled to, and shall not receive, any payment, distribution or other satisfaction of its claim pursuant to the Plan;** and, **provided, further,** that, notwithstanding anything contained in this Section 41.6(a) to the contrary, the release set forth in Section 41.6(a)(1) shall not extend to acts of gross negligence or willful misconduct of any Released Parties (other than with respect to the JPMC Entities and their respective Related Persons); and, **provided, further,** that, notwithstanding the foregoing, solely for purposes of this Section 41.6(a), "Released Parties" shall not include Related Persons other than (i) Related Persons of the JPMC Entities and (ii) Related Persons of the FDIC Receiver and FDIC Corporate.

(b) Limited Governmental Exceptions. Nothing contained herein or in the Confirmation Order shall (1) (i) 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 (ii) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim, (2) (i) to the extent that (A) the Pension Plans are terminated from and after the Effective Date and (B) 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, (ii) 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 (iii) prejudice the rights of any such non-Debtor Entity to defend or otherwise contest any such legal action or claim, and (3) (i) release the claims held by the California Franchise Tax Board, including rights of setoff and recoupment with respect to claims against or among two or more non-Debtor Entities, against any non-Debtor and, notwithstanding any other provision of the Plan or the Confirmation Order, the California Franchise Tax Board shall not be enjoined from pursuing any such claims and (ii) prejudice the rights of any such non-Debtor to defend or otherwise contest any such legal action or claim.

(c) BKK Liabilities. Nothing contained herein or in the Confirmation Order is intended to, nor shall it, release any non-Debtor or non-Debtor Entity that may be a Released Party or a Related Person, in connection with any legal action or claim brought by CDTSC or the BKK Group relating to the BKK Site that is the subject of the BKK Litigation; provided, however, that nothing contained in this Section 41.6(c) is intended, nor shall it be construed, to (1) constitute evidence of or any support for an argument that any such non-Debtors have any such liabilities, or (2) create any liability on behalf of the Liquidating Trust. For the avoidance of doubt, nothing herein shall affect the releases or other terms of the BKK Settlement Agreement.

(d) Securities Litigations. Nothing contained herein, in the Confirmation Order or the Global Settlement Agreement with respect to the releases, exculpations, injunctions or similar provisions is intended to, nor shall it, release, enjoin or impact in any way the prosecution of the claims asserted, or to be asserted, against any non-Debtor or non-Debtor Entity in the Securities Litigations, including, but not limited to, the defendants named in the Securities Litigations (the “Securities Litigations Carve-Out”), nor will any potential distribution on account of the relevant proofs of claim filed by lead plaintiffs in the Securities Litigations and/or which have been withdrawn without prejudice (subject to all parties’ rights with respect to the relevant proofs of claim in accordance with and subject to the terms of the Bankruptcy Court-approved stipulations) be forfeited by virtue of the Securities Litigations Carve-Out.

(e) Tranquility Claim. Nothing contained herein or in the Confirmation Order with respect to releases, exculpations, injunctions or similar provisions is intended to, nor shall it, affect, impact, impair, modify, or limit or otherwise be used to contest the Tranquility Claim, or Tranquility’s ability to receive distributions on account of the Tranquility Claim; provided, however, that the Debtors’ ability to contest whether any

subsequent amendments or modifications to the Tranquility Claim were properly filed and relate to the Tranquility Claim are expressly reserved.

(f) Truck and Fire. Notwithstanding anything contained herein or in the Verification Form (as defined in the Supplemental Disclosure Statement Order), with respect to the Claims of Truck Insurance Exchange (“Truck”) and Fire Insurance Exchange (“Fire”) asserted against the Debtors and the Debtors’ chapter 11 estates (collectively, the “Truck/Fire Claims”), including, without limitation, those Claims included in Classes 17A and 17B of the Plan, (a) the release and injunction provisions of the Plan are intended to, and shall release only, all Claims of Truck and Fire against any Released Parties arising from or relating to the Truck/Fire Claims, other than any claims, counterclaims or defenses under or relating to any policies of insurance, and (b) the release and injunction provisions of the Plan are not intended to, and shall not release, any claims of Truck, Fire or any Affiliate of Truck or Fire against (i) a non-Debtor as an investor in securities issued by any such non-Debtor Entity, (ii) WMB, (iii) the Receivership, or (iv) the FDIC Receiver solely with respect to the Receivership.

(g) Texas Litigation. Nothing contained herein or in the Confirmation Order with respect to the releases, exculpations, injunctions or similar provisions is intended to, nor shall it, release, enjoin or restrain the prosecution of direct claims, if any, asserted, or that could have been asserted, in the Texas Litigation against any non-Debtor Entity; provided, however, that the foregoing is without prejudice to the rights of any such non-Debtor Entity to contest, upon notice and a hearing, the validity, merits and ownership of or standing to assert any such direct claims; and, provided, further, that the Bankruptcy Court is not making, either pursuant to the Plan or the Confirmation Order, a determination as to which Entity, including, without limitation, the Debtors, owns the claims asserted, or that could have been asserted, in the Texas Litigation; and, provided, further, that any and all direct claims against the Debtors and derivative claims of the Debtors, if any, that have been or could have been asserted against any Released Party in the Texas Litigation shall, upon the Effective Date, be released, discharged and enjoined.

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, 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).

**Waiver of Section 1542: All persons providing releases pursuant to the provisions of Section 41.6 of the Plan expressly and voluntarily waive Section 1542 of the California Civil Code, or any similar, comparable or equivalent provision of the statutory or non-statutory law of California or any other jurisdiction. Section 1542 provides:**

**A general release does not extend to claims under which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her**

**must have materially affected his or her settlement with the debtor.**

41.7 **Injunction Related to Releases:** As of the Effective Date, all Entities that hold, have held, or may hold a Released Claim, an Estate Claim, any Released Third Party Causes of Action or an Equity Interest that is released pursuant to Sections 41.5 and 41.6 of the Plan, 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, Estate Claim, Released Third Party Causes of Action 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 Sections 41.5 and 41.6 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 Plan or the Confirmation Order.

41.8 **Exculpation:** The Debtors, the Debtors' officers and directors serving during the period from the Petition Date up to and including the Effective Date, the Creditors' Committee and each of its members in their capacity as members of the Creditors' Committee, the Equity Committee and each of its members in their capacity as members of the Equity Committee, and each of their respective professionals 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 and the Supplemental 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 41.8, 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; and, provided, further, that, unless otherwise ordered by the Bankruptcy Court in connection with the Dime Warrant Litigation, the foregoing provisions of this Section 41.8 shall not affect the liability of any member of the Debtors' Board of Directors and officers with respect to actions asserted in the Dime Warrant Litigation and relating to the period from the Petition Date up to and including the Effective Date. Nothing in the foregoing Section 41.8 shall prejudice the right of any of the Debtors, the Debtors' officers and directors serving during the period from the Petition Date up to and including the Effective Date, the Creditors' Committee and each of its members in their capacity as members of the Creditors' Committee, the Equity Committee and each of its members in their capacity as members of the Equity Committee, and each of their respective professionals to assert reliance

upon advice of counsel as a defense with respect to their duties and responsibilities under the Plan.

41.9 **Bar Order:** To the limited extent provided in Section 41.6 of the Plan, each and every Entity is permanently enjoined, barred and restrained from instituting, prosecuting, pursuing or litigating in any manner any and all claims, demands, rights, liabilities, or causes of action of any and every kind, character or nature whatsoever, in law or in equity, known or unknown, direct or derivative, whether asserted or unasserted, against any of the Released Parties, based upon, related to, or arising out of or in connection with any of the Released Claims, the Debtors' Claims, the JPMC Claims, the FDIC Claim, the Purchase and Assumption Agreement (other than any rights or claims the JPMC Entities, the Receivership, the FDIC Receiver or the FDIC Corporate may have under the Purchase and Assumption Agreement), confirmation and consummation of the Plan, the negotiation and consummation of the Global Settlement Agreement, or any claim, act, fact, transaction, occurrence, statement or omission in connection with or alleged or that could have been alleged in the Related Actions, 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 arising directly or indirectly from or otherwise relating to the Related Actions, either directly or indirectly by any Person for the direct or indirect benefit of any Released Party arising from or related to the claims, acts, facts, transactions, occurrences, statements or omissions that are, could have been or may be alleged in the Related Actions or any other action brought or that might be brought by, through, on behalf of, or for the benefit of any of the Released Parties (whether arising under federal, state or foreign law, and regardless of where asserted).

41.10 **Deemed Consent:** By submitting a Ballot or election form and receiving a distribution under or any benefit pursuant to this Plan and not electing to withhold consent to the releases of the applicable Released Parties and the Entities set forth in Section 41.6 of the Plan, or by order of the Bankruptcy Court, each holder of a Claim or Equity Interest shall be deemed, to the fullest extent permitted by applicable law, to have specifically consented to the releases set forth in Section 41.6 of the Plan.

41.11 **No Waiver:** Notwithstanding anything to the contrary contained in Sections 41.5 and 41.6 hereof, the releases and injunctions set forth in such sections shall not, and shall not be deemed to, limit, abridge or otherwise affect the rights of the Reorganized Debtors, the Creditors' Committee, the Liquidating Trustee, the JPMC Entities, the FDIC Receiver, or FDIC Corporate to enforce, sue on, settle or compromise the rights, claims and other matters expressly retained by any of them.

41.12 **Supplemental Injunction:** Notwithstanding anything contained herein to the contrary, except to the limited extent provided in Section 41.6 of the Plan, all Entities, including Entities acting on their behalf, who currently hold or assert, have held or asserted, or may hold or assert, any Released Claims or Equity Interests against any of the Released Parties based upon, attributable to, arising out of or relating to any Claim against or Equity Interest in any of the Debtors, whenever and wherever arising or asserted, whether in the U.S. or anywhere else in the world, whether sounding in tort, contract, warranty, statute, or any other theory of law, equity or otherwise, shall be, and shall be deemed to be, permanently stayed, restrained and enjoined from taking any action against any of the Released Parties for the purpose of directly or

indirectly collecting, recovering or receiving any payment or recovery with respect to any Released Claims or Equity Interests arising prior to the Effective Date (including prior to the Petition Date), including, but not limited to:

(a) **Commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Released Claim or Equity Interest against any of the Released Parties or the assets or property of any Released Party;**

(b) **Enforcing, attaching, collecting or recovering, by any manner or means, any judgment, award, decree or order against any of the Released Parties or the assets or property of any Released Party with respect to any such Released Claim or Equity Interest;**

(c) **Creating, perfecting or enforcing any Lien of any kind against any of the Released Parties or the assets or property of any Released Party with respect to any such Released Claim or Equity Interest;**

(d) **Except as otherwise expressly provided in the Plan, the Confirmation Order, or the Global Settlement Agreement, asserting, implementing or effectuating any setoff, right of subrogation, indemnity, contribution or recoupment of any kind against any obligation due to any of the Released Parties or against the property of any Released Party with respect to any such Released Claim or Equity Interest; and**

(e) **Taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan, the Confirmation Order, or the Global Settlement Agreement relating to such Released Claim or Equity Interest;**

**provided, however, that the Debtors' compliance with the formal requirements of Bankruptcy Rule 3016 shall not constitute an admission that the Plan provides for an injunction against conduct not otherwise enjoined under the Bankruptcy Code.**

41.13 **Term of Existing Injunctions or Stays:** Unless otherwise provided, all injunctions or stays provided for in the Chapter 11 Cases pursuant to sections 105, 362, or 525 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until entry of an order in accordance with Section 41.23 of the Plan or such other Final Order of the Bankruptcy Court; **provided, however,** that the terms of the Stock Trading Order shall remain in full force and effect forever, including, without limitation, with respect to any violation thereof on or before the Effective Date.

41.14 **Payment of Statutory Fees:** All fees payable pursuant to section 1930 of title 28 of the United States Code, and, if applicable, any interest payable pursuant to section 3717 of title 31 of the United States Code, as determined by the Bankruptcy Court, shall be obligations and liabilities of the Liquidating Trust and shall be paid on the Effective Date or thereafter as and when they become due or otherwise pursuant to an agreement between the Debtors and the United States Department Justice, Office of the United States Trustee, until such time as the Chapter 11 Cases are closed in accordance with the provisions of Section 41.23 of the Plan.

41.15 **Post-Effective Date Fees and Expenses:** From and after the Effective Date, the Reorganized Debtors shall, in the ordinary course of business and without the necessity for any approval by the Bankruptcy Court, retain professionals and pay the reasonable professional fees and expenses incurred by the Reorganized Debtors related to implementation and consummation of the Plan without further approval from the Bankruptcy Court.

41.16 **Exemption from Transfer Taxes:** Pursuant to sections 106, 1141 and 1146(a) of the Bankruptcy Code, the issuance, transfer, or exchange of notes or equity securities under or in connection with the Plan or the Global Settlement Agreement, the creation of any mortgage, deed of trust, or other security interest, the making or assignment of any lease or sublease, or the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan or the Global Settlement Agreement, including, without limitation, the Runoff Notes, the Reorganized Common Stock, the Trust Preferred Securities, and any merger agreements or agreements of consolidation, deeds, bills of sale, or assignments executed in connection with any of the transactions contemplated under the Plan or the Global Settlement Agreement shall not be subject to any stamp, real estate transfer, mortgage recording, sales, use or other similar Tax. The Confirmation Order shall direct all state and local government officials and agents to forego the collection of any such tax or governmental assessment and to accept for filing and recordation any instrument or other document issued or transferred pursuant to the Plan, without the payment of any such tax or government assessment.

41.17 **Withdrawal of Equity Committee Proceedings:** Without limiting the provisions of Section 35.2 of the Plan, on the Effective Date, the Equity Committee Adversary Proceeding and the Equity Committee Action to Compel, and any other proceeding or action instituted by the Equity Committee (including any appeal), shall be deemed withdrawn, with prejudice, without any further action.

41.18 **Payment of Fees and Expenses of Certain Creditors:** Within ninety (90) days of the Effective Date, (i) Fried, Frank, Harris, Shriver & Jacobson LLP, (ii) Blank Rome LLP, (iii) White & Case LLP, (iv) Kasowitz, Benson, Torres & Friedman LLP, (v) Zolfo Cooper LLC, (vi) Kramer, Levin, Naftalis & Frankel LLP and (vii) in accordance with Section 21.1(a) hereof, Wilmer Cutler Pickering Hale & Dorr LLP, Pachulski Stang Ziehl & Jones LLP, and Boies, Schiller & Flexner LLP, to the extent any clients with respect to the foregoing professionals seek reimbursement for the payment of fees and expenses incurred, shall file with the Bankruptcy Court an application (for purposes of reviewing the reasonableness of the amounts requested therein), together with detailed invoices annexed thereto, requesting payment for reasonable fees and expenses incurred during the period from the Petition Date through and including the Effective Date, in connection with the Chapter 11 Cases, the Global Settlement Agreement, the Plan or the transactions contemplated herein or therein (including, without limitation, investigating, negotiating, documenting, and completing such transactions and enforcing, attempting to enforce, and preserving any right or remedy contemplated under the Global Settlement Agreement and in the Chapter 11 Cases). Within ten (10) Business Days of the entry of a Final Order by the Bankruptcy Court approving the payment thereof, in whole or in part, the Disbursing Agent shall pay such fees and expenses so approved.

41.19 **Securities Litigations Documents:** On the Effective Date, and to the extent that the Reorganized Debtors are formed, the Debtors shall not transfer any documents, in



electronic form or otherwise, to the Reorganized Debtors that relate to the claims, defenses and allegations in the Securities Litigations. All such documents will be transferred to the Liquidating Trust on the Effective Date and shall be thereafter maintained and preserved in accordance with the terms of the Liquidating Trust Agreement; provided, however, that, in the event that any documents are required for the operations of the Reorganized Debtors and are transferred to the Reorganized Debtors, copies of any such documents shall be transferred to the Liquidating Trust or the Effective Date and thereafter maintained and preserved in accordance with the terms of the Liquidating Trust Agreement.

41.20 **Severability**: If, prior to the Confirmation Date, any term or provision of the Plan shall be held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court shall, with the consent of the Debtors, the Creditors' Committee, the Equity Committee and AAOC, have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation; provided, however, that, any holding, alteration or interpretation that alters, amends or modifies the definition of JPMC Assumed Liabilities or the releases provided in the Plan or the assets or benefits to be provided to JPMC pursuant to the Global Settlement Agreement absent JPMC's express written consent (which may be withheld, delayed, or conditioned in JPMC's sole discretion) shall render the remainder of the terms and provisions of the Plan and the Global Settlement Agreement of no force or effect. Except with respect to the foregoing proviso, the Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted, is valid and enforceable pursuant to its terms.

41.21 **Governing Law**: Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent that an exhibit hereto or any document to be entered into in connection herewith provides otherwise, the rights, duties, and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, the Bankruptcy Code and, to the extent not inconsistent therewith, the laws of the State of New York, without giving effect to principles of conflicts of laws.

41.22 **Notices**: All notices, requests, and demands to or upon the Debtors, the Debtors in Possession, the Reorganized Debtors, or the Liquidating Trustee to be effective shall be in writing, including by facsimile transmission, and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

To the Debtors or the Debtors in Possession:

Washington Mutual, Inc.  
1201 Third Avenue, Suite 3000  
Seattle, Washington 98101  
Attention: General Counsel  
Telephone: (206) 432-8731  
Facsimile: (206) 432-8879

With a copy to:

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, New York 10153  
Attention: Brian S. Rosen, Esq.  
Telephone: (212) 310-8000  
Facsimile: (212) 310-8007

41.23 **Closing of Case:** The Liquidating Trustee shall, promptly upon the full administration of the Chapter 11 Cases, file with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court.

41.24 **Section Headings:** The section headings contained in this Plan are for reference purposes only and shall not affect in any way the meaning or interpretation of the Plan.

41.25 **Inconsistencies:** To the extent of any inconsistency between (a) the information contained in the Disclosure Statement and the terms and provisions of the Plan, the terms and provisions contained herein shall govern and (b) the terms and provisions of the Plan and the terms and provisions of the Confirmation Order, the terms and provisions of the Confirmation Order shall govern and be deemed a modification of the Plan; provided, however, that under no circumstances shall the Confirmation Order modify the economic terms set forth herein.

Dated: Seattle, Washington  
December 12, 2011

WASHINGTON MUTUAL, INC.

By: /s/ William C. Kosturos  
Name: William C. Kosturos  
Title: Chief Restructuring Officer

WMI INVESTMENT CORP.

By: /s/ William C. Kosturos  
Name: William C. Kosturos

Title: President & Chief Executive  
Officer

/s/ Mark D. Collins

Mark D. Collins (No. 2981)

RICHARDS, LAYTON & FINGER, P.A.

One Rodney Square

920 North King Street

Wilmington, DE 19801

Telephone: (302) 651-7700

Facsimile: (302) 651-7701

– and –

Brian S. Rosen, Esq.

WEIL, GOTSHAL & MANGES LLP

767 Fifth Avenue

New York, New York 10153

Telephone: (212) 310-8000

Facsimile: (212) 310-8007

ATTORNEYS TO THE DEBTORS  
AND DEBTORS IN POSSESSION

## EXHIBIT A

### CCB-1 GUARANTEES CLAIMS

<u>Trust</u>	<u>Maturity Date</u>	<u>Security Type</u>	<u>Notes Issuance</u>	<u>Allowed Principal</u>	<u>Allowed Accrued Interest<sup>1</sup></u>	<u>Allowed Total Amount</u>	<u>Post-Petition Interest at the Federal Judgment Rate<sup>2</sup></u>	<u>Post-Petition Interest Pursuant to Contractual Subordination<sup>3</sup></u>
CCB Capital Trust IV	October 8, 2033	Preferred	\$7,500,000	\$7,500,000	\$94,843.83	\$7,594,843.83	\$520,150.04	\$1,042,075.89
		Common	\$232,000	\$232,000	\$2,933.84	\$234,933.84	\$16,089.97	\$32,234.88
CCB Capital Trust V	January 23, 2034	Preferred	\$10,000,000	\$10,000,000	\$100,140.62	\$10,100,140.62	\$691,730.96	\$1,306,262.57
		Common	\$310,000	\$310,000	\$3,104.36	\$313,104.36	\$21,443.66	\$40,494.14
CCB Capital Trust VII	July 23, 2034	Preferred	\$7,500,000	\$7,500,000	\$71,762.44	\$7,571,762.44	\$518,569.26	\$905,843.12
		Common	\$232,000	\$232,000	\$2,219.85	\$234,219.85	\$16,041.08	\$28,020.75
CCB Capital Trust VIII	July 23, 2034	Preferred	\$7,500,000	\$7,500,000	\$76,485.09	\$7,576,485.09	\$518,892.70	\$962,205.25
		Common	\$232,000	\$232,000	\$2,365.94	\$234,365.94	\$16,051.08	\$29,764.22

<sup>1</sup> This amount includes interest accrued as of the Petition Date, and does not include any Post-Petition interest to which such Claim holders may be entitled.

<sup>2</sup> This amount includes the estimated amount of interest accrued at the Federal Judgment Rate of 1.95%, the weekly average 1-year constant maturity Treasury yield as of 9/26/08, through an expected Effective Date of February 29, 2012.

<sup>3</sup> This amount includes the estimated amount of interest accrued and OID accretion from the Petition Date through an expected Effective Date of February 29, 2012. Each holder's Post-Petition Interest Claim will continue to accrue until the date that such holder's Allowed CCB-1 Guarantees Claim and related Post-Petition Interest Claim are paid in full.

## EXHIBIT B

### CCB-2 GUARANTEES CLAIMS

<u>Trust</u>	<u>Maturity Date</u>	<u>Security Type</u>	<u>Notes Issuance</u>	<u>Allowed Principal</u>	<u>Allowed Accrued Interest</u> <sup>4</sup>	<u>Allowed Total Amount</u>	<u>Post-Petition Interest at the Federal Judgment Rate</u> <sup>5</sup>	<u>Post-Petition Interest Pursuant to Contractual Subordination</u> <sup>6</sup>
HFC Capital Trust I	June 8, 2031	Preferred	\$9,000,000	\$9,000,000	\$274,860.00	\$9,274,860.00	\$635,209.75	\$3,771,954.66
		Common	\$300,000	\$300,000	\$9,162.00	\$309,162.00	\$21,173.66	\$125,731.82
CCB Capital Trust VI	April 15, 2034	Preferred	\$10,000,000	\$10,000,000	\$110,323.89	\$10,110,323.89	\$692,428.38	\$1,288,552.32
		Common	\$310,000	\$310,000	\$3,420.04	\$313,420.04	\$21,465.28	\$39,945.12
CCB Capital Trust IX	March 30, 2035	Preferred	\$15,000,000	\$15,000,000	\$216,333.33	\$15,216,333.33	\$1,042,124.98	\$2,123,709.19
		Common	\$464,000	\$464,000	\$6,691.91	\$470,691.91	\$32,236.40	\$65,693.40

<sup>4</sup> This amount includes interest accrued as of the Petition Date, and does not include any Post-Petition interest to which such Claim holders may be entitled.

<sup>5</sup> This amount includes the estimated amount of interest accrued at the Federal Judgment Rate of 1.95%, the weekly average 1-year constant maturity Treasury yield as of 9/26/08, through an expected Effective Date of February 29, 2012.

<sup>6</sup> This amount includes the estimated amount of interest accrued and OID accretion from the Petition Date through an expected Effective Date of February 29, 2012. Each holder's Post-Petition Interest Claim will continue to accrue until the date that such holder's Allowed CCB-2 Guarantees Claim and related Post-Petition Interest Claim are paid in full.

**EXHIBIT C**  
**CREDIT AGREEMENT**

**FINANCING AGREEMENT**

**Dated as of \_\_\_\_\_, 2012**

**by and among**

**[REORGANIZED WMI],  
as Borrower,**

**CERTAIN SUBSIDIARIES OF [REORGANIZED WMI] LISTED AS A GUARANTOR  
ON THE SIGNATURE PAGES HERETO,  
as Guarantors**

**THE LENDERS FROM TIME TO TIME PARTY HERETO,  
as Lenders,**

\_\_\_\_\_,  
**as Agent,**

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## FINANCING AGREEMENT

Financing Agreement, dated as of \_\_\_\_\_, 2012, by and among [Reorganized WMI], a Washington corporation (the "Borrower"), each subsidiary of the Borrower listed as a "Guarantor" on the signature pages hereto (together with each other Person that executes a joinder agreement and becomes a "Guarantor" hereunder or otherwise guaranties all or any part of the Obligations (as hereinafter defined), each a "Guarantor" and collectively, the "Guarantors"), the lenders<sup>1</sup> from time to time party hereto (each a "Lender" and collectively, the "Lenders") and \_\_\_\_\_, a \_\_\_\_\_ ("Agent"), as agent for the Lenders (in such capacity, the "Agent").

## RECITALS

On September 26, 2008, Washington Mutual, Inc. and its subsidiaries (collectively, the "Debtors") filed in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (as amended and any successor thereto, the "Bankruptcy Code") and continued in the possession of their assets and in the management of their businesses pursuant to Sections 1107 and 1108 of the Bankruptcy Code. Such reorganization cases were jointly administered under Case Numbers 08-12229 (the "Chapter 11 Cases").

On \_\_\_\_\_, 2011, the Debtors filed their Seventh Amended Joint Plan of Reorganization (the "Plan of Reorganization"), and related Disclosure Statement with the Bankruptcy Court in the Chapter 11 Cases. In connection therewith, the Debtors filed a Plan Supplement which included documents contemplated to be executed and delivered contemporaneously with the consummation of the Plan, including the form of this Agreement. By order dated \_\_\_\_\_, 2012, the Bankruptcy Court confirmed the Plan of Reorganization in accordance with Section 1129 of the Bankruptcy Code and authorized the consummation thereof, including the execution and delivery of this Agreement.

The Borrower has asked the Lenders to extend credit to the Borrower consisting of (a) a tranche A term loan and a tranche A-1 term loan in the aggregate principal amount of \$25,000,000 and (b) a tranche B term loan in the aggregate principal amount of \$100,000,000. The proceeds of (a) the tranche A term loan and tranche A-1 term loan shall be used to fund working capital and to provide for general corporate purposes (as more fully set forth in Section 5.01(p) hereof) of the Borrower and its subsidiaries subject to the terms hereof, and (b) the tranche B term loan shall be used to fund permitted acquisitions and permitted originations subject to the terms hereof. The Lenders are severally, and not jointly, willing to extend such credit to the Borrower subject to the terms and conditions hereinafter set forth.

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<sup>1</sup> Lenders to be comprised of: (i) Appaloosa Investment L.P. I and/or Thoroughbred Fund L.P., (ii) Aurelius Capital Partners, LP and/or Aurelius Investment, LLC, (iii) OC Investments II, LLC, and (iv) Centerbridge Special Partners, L.P., Centerbridge Credit Partners, L.P. and/or Centerbridge Credit Partners Master, L.P.; or, in each case, an affiliate of such Lender, such affiliate to be reasonably acceptable to the Borrower.

In consideration of the premises and the covenants and agreements contained herein, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS; CERTAIN TERMS

Section 1.01 Definitions. As used in this Agreement, the following terms shall have the respective meanings indicated below, such meanings to be applicable equally to both the singular and plural forms of such terms:

"Account Receivable" means, with respect to any Person, any and all rights of such Person to payment for goods sold and/or services rendered, including accounts, general intangibles and any and all such rights evidenced by chattel paper, instruments or documents, whether due or to become due and whether or not earned by performance, and whether now or hereafter acquired or arising in the future, and any proceeds arising therefrom or relating thereto.

"Action" has the meaning specified therefor in Section 10.12.

"Acquisition Business Plan" means a business plan approved by the board of directors of the Borrower consisting of pro forma projected GAAP Pre-Tax Income or Statutory Pre-Tax Income, in accordance with GAAP or SAP, as applicable.

"Additional Amount" has the meaning specified therefor in Section 2.07(a).

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, either to (a) vote 10% or more of the Equity Interests having ordinary voting power for the election of members of the board of directors of such Person or (b) direct or cause the direction of the management and policies of such Person whether by contract or otherwise; provided that no Lender shall be deemed an Affiliate of the Borrower.

"Agent" has the meaning specified therefor in the preamble hereto.

"Agent's Account" means an account at a bank designated by the Agent from time to time as the account into which the Loan Parties shall make all payments to the Agent for the benefit of the Agent and the Lenders under this Agreement and the other Loan Documents.

"Agreement" means this Financing Agreement, including all amendments, modifications and supplements and any exhibits or schedules to any of the foregoing, and shall refer to the Agreement as the same may be in effect at the time such reference becomes operative.

"Anti-Terrorism Laws" means any laws relating to terrorism or money laundering, including, without limitation, (a) the Money Laundering Control Act of 1986 (*i.e.*, 18 U.S.C. §§ 1956 and 1957), (b) the Bank Secrecy Act, as amended by the USA PATRIOT Act, (c) the laws, regulations and Executive Orders administered by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC"), (d) the Comprehensive Iran

Sanctions, Accountability, and Divestment Act of 2010 and implementing regulations by the United States Department of the Treasury, (e) any law prohibiting or directed against terrorist activities or the financing of terrorist activities (*e.g.*, 18 U.S.C. §§ 2339A and 2339B), or (f) any similar laws enacted in the United States or any other jurisdictions in which the parties to this agreement operate, as any of the foregoing laws may from time to time be amended, renewed, extended, or replaced and all other present and future legal requirements of any Governmental Authority governing, addressing, relating to, or attempting to eliminate, terrorist acts and acts of war and any regulations promulgated pursuant thereto.

"Asset Coverage Ratio" means the ratio of Consolidated Assets to Consolidated Funded Indebtedness of the Loan Parties (excluding the Run-Off Notes); provided, that for purposes of calculating the Asset Coverage Ratio, (i) the Run-Off Assets and Liabilities shall be excluded and (ii) the Insurance Holdings of any Loan Party shall be accounted for at Net Asset Value on the basis of SAP (for purposes of clarity, it being understood that (x) Consolidated Assets shall exclude assets of Insurance Subsidiaries under SAP and (y) Consolidated Funded Indebtedness shall exclude liabilities of Insurance Subsidiaries under SAP).

"Assignment and Acceptance" means an assignment and acceptance entered into by an assigning Lender and an assignee, and accepted by the Agent, in accordance with Section 10.07 hereof in such form acceptable to the Agent.

"Authorized Officer" means, with respect to any Person, the chief executive officer or chief financial officer of such Person.

"Bankruptcy Code" means the United States Bankruptcy Code (11 U.S.C. § 101, *et seq.*) as amended, and any successor statute.

"Bankruptcy Court" has the meaning specified therefor in the recitals hereto.

"Blocked Person" has the meaning specified therefor in Section 5.01(t).

"Board" means the Board of Governors of the Federal Reserve System of the United States.

"Borrower" has the meaning specified therefor in the preamble hereto.

"Borrower's Cash Interest Expense" means, with respect to Borrower for any period, (a) gross interest expense (excluding interest on the Run-Off Notes) of the Borrower for such period determined in accordance with GAAP incurred in connection with the Loan and any other Indebtedness (including, without limitation, interest expense paid to Affiliates), less (b) the sum of, in each case to the extent included in clause (a) above, (i) the amortized amount of debt discount and debt issuance costs, (ii) gains or losses related to adjustments to the carrying value of Borrower Funded Indebtedness pursuant to GAAP and any applicable Accounting Standards Codifications (c) interest payable in evidence of Indebtedness or by addition to the principal of the related Indebtedness and (d) other non-cash interest.

"Borrower Funded Indebtedness" means, with respect to the Borrower at any date, all Indebtedness of the Borrower, determined in accordance with GAAP.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required to close.

"Business Performance Test" means, with respect to each Fiscal Year of the Borrower and its Subsidiaries (a) the Asset Coverage Ratio of the Borrower and its Subsidiaries as of the last day of such Fiscal Year is not less than 1.20 to 1.00, and (b) the actual performance (on an aggregate basis) of the Borrower and its Subsidiaries for such Fiscal Year, as compared to the Covenant Business Plan in respect of such Fiscal Year, does not demonstrate an actual negative variance greater than 25%.

"Cash Equivalents" means (a) marketable direct obligations issued or unconditionally guaranteed by the United States Government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case, maturing within six months from the date of acquisition thereof, (b) commercial paper, maturing not more than 270 days after the date of issue rated P-1 by Moody's or A-1 by Standard & Poor's, (c) certificates of deposit maturing not more than 270 days after the date of issue, issued by commercial banking institutions and money market or demand deposit accounts maintained at commercial banking institutions, each of which is a member of the Federal Reserve System and has a combined capital and surplus and undivided profits of not less than \$500,000,000, (d) money market accounts maintained with mutual funds having assets in excess of \$2,500,000,000, and (f) marketable tax exempt securities rated A or higher by Moody's or A+ or higher by Standard & Poor's, in each case, maturing within six months from the date of acquisition thereof.

"Change of Control" means each occurrence of any of the following:

(a) the acquisition, directly or indirectly, by any person or group (within the meaning of Section 13(d)(3) of the Exchange Act) of beneficial ownership of more than 50% of the aggregate outstanding voting power of the Equity Interests of the Borrower;

(b) commencing on the earlier of (x) the twelve month anniversary of the effective date of the Plan of Reorganization and (y) when the initial board of directors of the Borrower is fully constituted with members expected to serve a year or more, during any period of two consecutive years, individuals who at the beginning of such period constituted the board of directors of the Borrower (together with any new directors whose election by such board of directors or whose nomination for election by the shareholders of the Borrower was approved by a vote of at least a majority the directors of the Borrower then still in office who were either directors at the beginning of such period, or whose election or nomination for election was previously approved) cease for any reason to constitute a majority of the board of directors of the Borrower;

(c) except to the extent permitted by Section 6.02(c), the Borrower shall cease to directly or indirectly have beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) of 100% of the aggregate voting power of the Equity Interests of each other Loan Party or Insurance Subsidiary (including, without limitation, any protected cell (other than the Protected Cell)), free and clear of all Liens or in the case of entities that are Loan Parties or is an Insurance Subsidiary (including, without limitation, any protected cell (other than the Protected Cell)), as a result of a Permitted Acquisition or Permitted Origination, the Borrower shall cease to directly or

indirectly have beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) of at least the same percentage of the aggregate voting power of the Equity Interests of such Loan Party, free and clear of all Liens as Borrower had at the time of the closing of the Permitted Acquisition or the Permitted Origination as a result of such Permitted Acquisition or Permitted Origination; or

(d) a "Change of Control" (or any comparable term or provision), if any, under or with respect to any of the Run-Off Notes Documents or Subordinated Indebtedness of the Borrower or any of its Subsidiaries.

"Chapter 11 Cases" has the meaning specified therefor in the recitals hereto.

"CIP Regulations" has the meaning specified therefor in Section 8.09.

"Collateral" means all of the property and assets and all interests therein and proceeds thereof now owned or hereafter acquired by any Person upon which a Lien is granted or purported to be granted by such Person as security for all or any part of the Obligations.

"Commitment" means, with respect to each Lender, such Lender's Term Loan A Commitment, Term Loan A-1 Commitment and Term Loan B Commitment.

"Confirmation Order" means that certain Order Confirming Seventh Amended Joint Plan of Reorganization of the Debtors, in form and substance acceptable to the Required Lenders and the Equity Committee, entered by the Bankruptcy Court on \_\_\_\_\_, 2012.

"Consolidated Funded Indebtedness" means, with respect to any Person at any date, all Indebtedness of such Person, determined on a consolidated basis in accordance with GAAP, excluding any deposits at an FDIC regulated financial institution which is a Loan Party.

"Consolidated Assets" means, the total consolidated assets of the Borrower and its Subsidiaries, with the valuation of such total consolidated assets to be calculated on the basis of: (a) in the case of assets owned by the Borrower and its Subsidiaries immediately prior to the time of such calculation, and reflected in the most recently delivered audited financial statements delivered pursuant to Section 6.01(a) hereof, on the basis of such audited financial statements, and (b) in the case of assets (i) to be acquired or originated by the Borrower and its Subsidiaries contemporaneously with the making of such calculation, or (ii) acquired or originated after delivery of the most recently delivered audited financial statements pursuant to Section 6.01(a) hereof, on the basis of the fair market value of such assets, as determined in accordance with (x) the Independent Valuation Process, if required hereunder, or (y) at any other time, by a majority of the Borrower's board of directors, including the Lender Board Representative, in the exercise of the board's good faith business judgment, using a customary method for determining fair market value for such assets.

"Consolidated Tangible Assets" means Consolidated Assets of the Loan Parties, after deducting therefrom any intangible assets.

"Covenant Business Plan" means a business plan consisting of pro forma projected GAAP Pre-Tax Income and Statutory Pre-Tax Income, reflecting all Permitted Acquisitions



(consistent with any Acquisition Business Plan) and Permitted Originations (consistent with any Origination Business Plan) through the date of preparation thereof, prepared by the management of the Borrower (it being understood that the Covenant Business Plan is not required to be the actual business plan prepared by the Borrower from time to time for purposes other than the Business Performance Test).

"Cure Amount" means an amount sufficient to reduce Indebtedness outstanding under this Agreement such that after giving effect to such reduction, the Interest Coverage Ratio set forth in Section 6.03(a) is satisfied.

"Cure Right" means the right to obtain a cash equity contribution of the Cure Amount from external sources (so long as such equity issued in connection therewith is common equity of the same class that exists on the Effective Date) and such Cure Amount is deposited in a separate blocked account subject to a first priority perfected Lien in favor of the Agent for the benefit of the Agent and the Lenders and held in such account for six months from the date of deposit; provided, however, that in the event that at the end of such six-month period, without giving effect to such sums so deposited, a Default or Event of Default is continuing with respect to the Interest Coverage Ratio as computed on such date based on the then most recent quarterly financial statements, the Agent shall apply such Cure Amounts to first prepay the Term Loan A-1 until paid in full and then to prepay the Term Loan A and the Term Loan B on a pro rata basis and, provided further, such Cure Amounts may come from internal sources, so long as such amounts were not borrowed from the Lenders under Term Loan A, Term Loan A-1 or Term Loan B and do not constitute Restricted Disposition Proceeds.

"Debtors" has the meaning specified therefor in the recitals hereto.

"Default" means an event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default.

"Defaulting Lender" means subject to Section 3.02, any Lender that (a) has failed to fund any portion of the Loan required to be funded by it hereunder within three (3) Business Days of the date required to be funded by it hereunder unless such Lender notifies the Agent in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, (b) has otherwise failed to pay over to the Agent or any other Lender any other amount required to be paid by it hereunder within five (5) Business Days of the date when due, (c) is insolvent or becomes the subject of an Insolvency Proceeding or (d) has notified the Agent in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied). Any determination by the Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 3.02) upon delivery of written notice of such determination to the Borrower and each Lender.

"Default PIK Interest" has the meaning specified therefor in Section 2.04.

"Disposition" means any transaction, or series of related transactions, pursuant to which any Person or any of its Subsidiaries sells, assigns, transfers, leases, licenses (as licensor) or otherwise disposes of any property or assets (whether now owned or hereafter acquired) to any other Person, in each case, whether or not the consideration therefor consists of cash, securities or other assets owned by the acquiring Person.

"Dividend" has the meaning specified therefor in Section 6.02(f).

"Dollar," "Dollars" and the symbol "\$" each means lawful money of the United States of America.

"Domestic Subsidiary" means any Subsidiary organized under the laws of the United States of America, any state thereof or the District of Columbia.

"Effective Date" has the meaning specified therefor in Section 4.01.

"Employee Plan" means an employee benefit plan (other than a Multiemployer Plan) covered by Title IV of ERISA and maintained (or that was maintained at any time during the six (6) calendar years preceding the date of any borrowing hereunder) for employees of any Loan Party or any of its ERISA Affiliates.

"Equity Committee" means the official committee of equity security holders appointed in the jointly administered cases styled as In re Washington Mutual, Inc., et al. and being jointly administered in the Bankruptcy Court, Case no. 08-12229 (MFW), under Chapter 11 of the Bankruptcy Code.

"Equity Interest" means (a) with respect to any Person that is a corporation, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, and (b) with respect to any Person that is not a corporation, any and all partnership, membership or other equity interests of such Person.

"Equity Issuance" means either the sale or issuance by any Loan Party or any of its Subsidiaries of any shares of its Equity Interests.

"Equity Requirement" means as to (a) a Permitted Acquisition, the requirement that not less than 20% of the Purchase Price paid in connection with any Permitted Acquisition be funded with the proceeds of Equity Issuances or Subordinated Indebtedness or with cash on hand (other than Restricted Disposition Proceeds, proceeds of Loans, or other Indebtedness) and (b) a Permitted Origination, that no less than 20% of the Origination Request shall be funded with the proceeds of Equity Issuances or Subordinated Indebtedness or with cash on hand (other than Restricted Disposition Proceeds, proceeds of Loans, or other Indebtedness).

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute of similar import, and regulations thereunder, in each case, as in effect from time to time. References to sections of ERISA shall be construed also to refer to any successor sections.

"ERISA Affiliate" means, with respect to any Person, any trade or business (whether or not incorporated) which is a member of a group of which such Person is a member and which would be deemed to be a "controlled group" within the meaning of Sections 414(b), (c), (m) and (o) of the Internal Revenue Code.

"Event of Default" means any of the events set forth in Section 7.01.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Executive Order No. 13224" means the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, as the same has been, or shall hereafter be, renewed, extended, amended or replaced.

"FATCA" means Sections 1471 through 1474 of the Internal Revenue Code, as of the date of this Agreement and any current or future regulations or official interpretations thereof.

"Final Maturity Date" means the earlier of (a) five years from the Effective Date, and (b) the date on which the Loans (other than the Term Loan A-1) shall become due and payable in full in accordance with the terms of this Agreement.

"Final Term Loan A-1 Maturity Date" means the earlier of (a) fifty-four months from the Effective Date and (b) the date on which the Loans shall become due and payable in full in accordance with the terms of this Agreement.

"Fiscal Year" means the fiscal year of the Borrower and its Subsidiaries ending on December 31 of each year.

"Foreign Subsidiary" means any Subsidiary other than a Domestic Subsidiary.

"Funding Fee" means 1.5% of the Total Commitment earned in full, and nonrefundable on the date of the first advance of Term Loan A as to Term Loan A Commitment, on the date of the first advance of the Term Loan A-1 as to the Term Loan A-1 Commitment and on the date of the first advance of Term Loan B as to Term Loan B Commitment, and paid-in-kind by being added to the outstanding principal balances of the Term Loan A, Term Loan A-1 and Term Loan B, as applicable, on such dates as aforesaid.

"GAAP" means generally accepted accounting principles in effect from time to time in the United States, applied on a consistent basis.

"GAAP Net Income" means, with respect to any Person, for any period, the net income (or loss) of such Person for such period determined in accordance with GAAP; other than the net income of such Person that is, on the last day of such period, subject to any statutory restriction or limitation on the payment of dividends or the making of other distributions, to the extent of such restriction or limitation.

"GAAP Pre-Tax Income" means, with respect to any Person, for any period, (a) the GAAP Net Income of such Person for such period; (b) plus the sum of, in each case to the

extent included in the calculation of GAAP Pre-Tax Income and without duplication, (i) any provision for United States federal income taxes or other taxes measured by net income, (ii) any loss from extraordinary items, (iii) any depreciation, depletion and amortization expense up to \$2,500,000 per annum in the aggregate, (iv) any aggregate net loss on the Disposition of property (other than Accounts Receivable and inventory) outside the ordinary course of business, (v) any other non-cash expenditure, charge or loss for such period (other than any non-cash expenditure, charge or loss relating to write-offs, write-downs or reserves with respect to Accounts Receivable, loan assets, investment securities, provisions for loss on loans and impairment of loans and investment securities under GAAP, and inventory; provided, however, without duplication of (vi) below that any such non-cash expenditure charge or loss resulting from any mark-to-market accounting for temporary impairment of investment securities as contemplated in clause (vi) below shall be added to such Person's GAAP Pre-Tax Income), including the amount of any compensation deduction as the result of any Equity Issuance to employees, officers, directors or consultants, (vi) any non-cash losses to the extent of any mark-to-market accounting for temporary impairment of investment securities of any such Person, and (vii) any fees and expenses of such Person incurred in connection with the engagement of a Qualified Valuation Firm in connection with the Independent Valuation Process, and minus (c) the sum of, in each case to the extent included in the calculation of such GAAP Pre-Tax Income and without duplication, (i) any credit for United States federal income taxes or other taxes measured by net income, (ii) any gain from extraordinary items, (iii) any aggregate net gain from the Disposition of property (other than Accounts Receivable and inventory) out of the ordinary course of business by such Person, (iv) any other non-cash gain, including any gain or reversal of a charge referred to in clause (b)(vi) above, and (v) any other cash payment in respect of expenditures, charges and losses that have been added to GAAP Pre-Tax Income of such Person pursuant to clause (b)(v) above in any prior period.

"Governmental Authority" means any nation or government, any Federal, state, city, town, municipality, county, local or other political subdivision thereof or thereto and any department, commission, board, bureau, instrumentality, agency or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Guaranteed Obligations" has the meaning specified therefor in Section 9.01.

"Guarantor" means (a) each Subsidiary of the Borrower listed as a "Guarantor" on the signature pages hereto, and (b) each other Person which guarantees, pursuant to Section 9.01(b) or otherwise, all or any part of the Obligations.

"Guaranty" means (a) the guaranty of each Guarantor party hereto contained in ARTICLE IX hereof and (b) each other guaranty, in form and substance satisfactory to the Agent, made by any other Guarantor in favor of the Agent, for the benefit of the Agent and the Lenders, guaranteeing all or part of the Obligations.

"Holdout Lender" has the meaning specified therefor in Section 10.02(b).

"Indebtedness" means, with respect to any Person, without duplication, (a) all indebtedness of such Person for borrowed money (including, without limitation, with respect to

the Loan Parties, the Loans); (b) all obligations of such Person for the deferred purchase price of property or services (other than trade payables or other accounts payable incurred in the ordinary course of such Person's business and not outstanding for more than 90 days after the date such payable was created); (c) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments or upon which interest payments are customarily made; (d) all reimbursement, payment or other obligations and liabilities of such Person created or arising under any conditional sales or other title retention agreement with respect to property used and/or acquired by such Person, even though the rights and remedies of the lessor, seller and/or lender thereunder may be limited to repossession or sale of such property; (e) all capitalized lease obligations of such Person; (f) all obligations and liabilities, contingent or otherwise, of such Person, in respect of letters of credit, acceptances and similar facilities; (g) all obligations and liabilities, calculated on a basis satisfactory to the Agent and in accordance with accepted practice, of such Person (marked to market) under hedging agreements; (h) all monetary obligations under any receivables factoring, receivable sales or similar transactions and all monetary obligations under any synthetic lease, tax ownership/operating lease, off-balance sheet financing or similar financing; (i) all contingent obligations; and (j) obligations referred to in clauses (a) through (i) of this definition of another Person secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) a Lien upon property owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness. The Indebtedness of any Person shall include the Indebtedness of any partnership of or joint venture in which such Person is a general partner or a joint venturer.

"Indemnified Matters" has the meaning specified therefor in Section 10.15.

"Indemnitees" has the meaning specified therefor in Section 10.15.

"Independent Valuation Process" means, in connection with a proposed Permitted Acquisition, the valuation report of a Qualified Valuation Firm containing an opinion that the consideration to be paid for the target business or assets to be acquired in connection with the proposed Permitted Acquisition is not greater than the fair market value of the target business or assets, such opinion to (a) be rendered after consideration of the Acquisition Business Plan and such other factors that the Qualified Valuation Firm deems material to such opinion and (b) set forth the basis for such opinion.

"Insolvency Proceeding" means any proceeding commenced by or against any Person under any provision of the Bankruptcy Code or under any other bankruptcy or insolvency law, assignments for the benefit of creditors, formal or informal moratoria, compositions, or extensions generally with creditors, or proceedings seeking reorganization, arrangement, or other similar relief.

"Insurance Book Closing" means, after the approval of the applicable Governmental Authority, the transfer by WMMRC of all Run-Off Proceeds held on the date of such transfer, the right to receive all future Run-Off Proceeds, the Trusts and their assets along with all insurance liabilities associated therewith as of the date of transfer to the Protected Cell in conformance with all applicable Requirements of Law, which complies with the following requirements: (w) the Protected Cell shall be organized as a direct wholly owned subsidiary of

the Borrower, (x) the assets of the Protected Cell shall not be chargeable with liabilities arising out of any other business WMMRC may conduct, (y) the business plan establishing the Protected Cell shall restrict its business to the administration and management of the Trusts and the assets thereof along with the liabilities associated therewith, and the distribution of the Run-Off Proceeds; and (z) the governing documents of the Protected Cell shall provide that no dividend or distribution may be made to any Person other than the Borrower as provided for in Run-Off Notes Documents.

"Insurance Holdings" means investments in the equity, whether owned in whole or in part, of any Insurance Subsidiary.

"Insurance Subsidiary" means (a) any direct or indirect Subsidiary of the Borrower regulated by any insurance-related Governmental Authority engaged in the business of selling, issuing or underwriting insurance or reinsurance and any activities (including investment activities) reasonably related or ancillary thereto or representing a reasonable extension thereof and (b) WMMRC, at any time after the Insurance Book Closing, to the extent it is regulated by any insurance-related Governmental Authority.

"Intercreditor Agreement" means the Intercreditor Agreement, dated as of [ ], among the Borrower, the other grantors party thereto and [ ], as collateral agent for the First Lien Secured Parties, Second Lien Secured Parties and Third Lien Secured Parties (each, as defined therein) and as authorized representative for [ ], as amended, modified and supplemented from time to time.

"Interest Coverage Ratio" means, with respect to Borrower for any period, (a) the sum of (i) the Statutory Pre-Tax Income of all of Borrower's Insurance Subsidiaries for such period; plus (ii) the aggregate GAAP Pre-Tax Income of the Borrower's non-insurance company Subsidiaries (i.e., all Subsidiaries other than its Insurance Subsidiaries); plus (iii) an amount equal to all interest, dividend, and other income (or loss) (which for the avoidance of doubt shall not include Borrower's Cash Interest Expense) of the Borrower for such period and not included in (i) or (ii) above; divided by (b) an amount equal to the Borrower's Cash Interest Expense during such period.

"Internal Revenue Code" means the Internal Revenue Code of 1986, as amended (or any successor statute thereto) and the regulations thereunder.

"Investment" means, with respect to any Person, (a) any investment by such Person in any other Person in the form of loans, guarantees, advances or other extensions of credit, capital contributions or acquisitions of Indebtedness, Equity Interests, or all or substantially all of the assets of such other Person (or of any division or business line of such other Person) or (b) any investment in any other items that are or would be classified as investments on a balance sheet of such Person prepared in accordance with GAAP or SAP, as applicable.

"Lender" has the meaning specified therefor in the preamble hereto.

"Lender Board Representative" means the Person designated by the Required Lenders from time to time as a member of the board of directors of the Borrower, as such Person

may be replaced by the Required Lenders from time to time, as such designation and replacement is set forth in the Borrower's certificate of incorporation and/or bylaws [verify] and as consistent with applicable law.

"Lien" means any mortgage, deed of trust, pledge, lien (statutory or otherwise), security interest, charge or other encumbrance or security or preferential arrangement of any nature, including, without limitation, any conditional sale or title retention arrangement, any capitalized lease and any assignment, deposit arrangement or financing lease intended as, or having the effect of, security.

"Lien Requirement" means, in connection with a Permitted Acquisition, Permitted Origination or any asset of Borrower or any of its Subsidiaries, the requirement that (a) all of the Equity Interests acquired or otherwise issued by the Person that is the target of the Permitted Acquisition, or the Person that originates pursuant to a Permitted Origination, or if such Person is an Insurance Subsidiary or owns Regulated Insurance Assets, a special purpose vehicle formed in connection with such Permitted Acquisition or Permitted Origination to hold the Equity Interests of such Person, shall be owned, in each case, 100% by the Borrower or any Guarantor Subsidiary thereof (provided, however, that the Borrower or such Guarantor Subsidiary may own less than 100% of the Equity Interests of such Person or such special purpose vehicle so long as all assets owned by such Person or special purpose vehicle are permitted by the applicable partnership, joint venture, or other governing agreement relating to the Equity Interests of such Person or special purpose vehicle to be, and are on the date of acquisition thereof, subject to a first priority Lien granted to the Agent for the benefit of the Agent and the Lenders (subject, to the extent applicable, Permitted Liens)), (b) all of (i) the Equity Interests of such Person acquired in connection with such Permitted Acquisition, or such Person that originates pursuant to a Permitted Origination, or if such Person is an Insurance Subsidiary or owns Regulated Insurance Assets, a special purpose vehicle formed in connection with such Permitted Acquisition or Permitted Origination to hold the Equity Interests of such Person, are subject, in each case, to first priority Liens granted to the Agent for the benefit of the Agent and the Lenders by the Borrower or Guarantor Subsidiary which owns the Equity Interests of such Person, and (ii) all assets acquired in connection with such Permitted Acquisition, originated in connection with such Permitted Origination or otherwise originated or acquired by the Borrower or any of its Subsidiaries are subject to first priority Liens (subject to Permitted Liens) granted to the Agent for the benefit of the Agent and the Lenders, other than in the case of the Permitted Acquisition of an Insurance Subsidiary or a Subsidiary that owns Regulated Insurance Assets, or a Permitted Origination by an Insurance Subsidiary or in respect of Regulated Insurance Assets, in which case, the Negative Pledge Requirement shall be applicable to the Equity Interests of such Insurance Subsidiary, and any such Regulated Insurance Assets, and (c) to the extent applicable, the requirement to deliver additional guaranties and collateral set forth in Section 6.01(b) (it being understood that as to any Insurance Subsidiary and any Regulated Insurance Assets first priority perfected Liens on Equity Interests and assets as well as guaranties are required unless, and only to the extent, any insurance-related Governmental Authority prohibits the granting of such Liens or the making of guaranties).

"Lien Update" means a summary in reasonable detail setting forth the commercially reasonable and diligently pursued efforts of the Borrower regarding the granting of

Liens in connection with an Insurance Subsidiary or Regulated Insurance Assets consistent with and pursuant to Section 6.01(a)(ix) and Section 6.01(b)(i).

"Loan" means the Term Loan A, Term Loan A-1 and the Term Loan B.

"Loan Document" means this Agreement, the Security Documents, any Guaranty, the Intercreditor Agreement and any other agreement, instrument, certificate, report and other document executed and delivered pursuant hereto or thereto or otherwise evidencing or securing any Loan or any other Obligation.

"Loan Party" means the Borrower and any Guarantor.

"Material Adverse Effect" means a material adverse effect on any of (a) the business, assets, financial condition, operations, performance or properties of the Borrower and its Subsidiaries taken as a whole, (b) the legality, validity or enforceability of this Agreement or any other Loan Document, (c) the ability of the Borrower or any of its Subsidiaries that is a Loan Party to perform its obligations under any Loan Document to which it is a party, (d) the rights and remedies of the Agent or any Lender under any Loan Document to the extent such effect does not result from any act or omission of the Agent or the Lenders, or (e) the validity, perfection or priority of a Lien (to the extent required hereunder) in favor of the Agent for the benefit of the Agent and the Lenders on the Collateral having a fair market value in excess of \$250,000.

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Multiemployer Plan" means a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA to which any Loan Party or any of its ERISA Affiliates has contributed to, or has been obligated to contribute, at any time during the preceding six (6) years.

"Negative Pledge Requirement" means as to any Equity Interest or assets as to which the Agent or Lenders do not have a first priority Lien (other than Permitted Liens) or any Subsidiary that is not a Guarantor, the requirement that no such liens shall be granted, and no such guaranties shall be delivered in respect of such Subsidiary, in favor of any other Person.

"Net Asset Value" means the sum of total assets less total liabilities of a Person accounted for on the basis of GAAP or SAP, whichever is applicable.

"New Lending Office" has the meaning specified therefor in Section 2.07(e).

"Non-U.S. Lender" has the meaning specified therefor in Section 2.07(e).

"Notice of Borrowing" has the meaning specified therefor in Section 2.02(a).

"Obligations" means all present and future indebtedness, obligations, and liabilities of each Loan Party to the Agent and the Lenders arising under or in connection with this Agreement or any other Loan Document, whether or not the right of payment in respect of such claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, disputed, undisputed, legal, equitable, secured, unsecured, and whether or not such claim is discharged,



stayed or otherwise affected by any proceeding referred to in Section 7.01. Without limiting the generality of the foregoing, the Obligations of each Loan Party under the Loan Documents include (a) the obligation (irrespective of whether a claim therefor is allowed in an Insolvency Proceeding) to pay principal, interest (including any PIK Interest), and whether or not accruing after the commencement of any Insolvency Proceeding or otherwise, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding, charges, expenses, fees, attorneys' fees and disbursements, indemnities and other amounts payable by such Person under the Loan Documents, (b) the Funding Fee, and (c) the obligation of such Person to reimburse any amount in respect of any of the foregoing that the Agent or any Lender (in its sole discretion) may elect to pay or advance on behalf of such Person.

"OFAC Sanctions Programs" means the laws, regulations and Executive Orders administered by OFAC, including but not limited to, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, as it has been or shall thereafter be renewed, extended, amended, or replaced, and the list of Specially Designated Nationals and Blocked Persons administered by OFAC, as such list may be amended from time to time.

"Origination Amount" means \$10,000,000 unless the Required Lenders increase such amount in their sole and absolute discretion, such increase to become effective upon a written notice signed by such Required Lenders and the Agent approving such increase.

"Origination Business Plan" means a business plan approved by the board of directors of the Borrower in respect of each proposed origination business, the description of such business, and projections (including revenues) with respect thereto in accordance with GAAP or SAP, as applicable, including, without limitation, the management selected to operate such business.

"Origination Request" means the total amount of the investment in a proposed Permitted Origination, specified by the Borrower, and consistent with the Origination Business Plan.

"Other Taxes" has the meaning specified therefor in Section 2.07(b).

"Owner" means (a) WMMRC, until the occurrence of the Insurance Book Closing, and (b) the Protected Cell, after the occurrence of the Insurance Book Closing.

"Participant Register" has the meaning specified therefor in Section 10.07(g).

"Payment Office" means the Agent's office located at \_\_\_\_\_, or at such other office or offices of the Agent as may be designated in writing from time to time by the Agent and the Borrower.

"Permitted Acquisition" means any acquisition by the Borrower or any of its direct or indirect wholly-owned Subsidiaries, whether by purchase, merger or otherwise, of all or substantially all of the assets of, all of the Equity Interests of, or a business line, unit or division of, any Person); provided, that:

(a) immediately prior to, and after giving effect thereto, no Default or Event of Default shall have occurred and be continuing or would result therefrom;

(b) all transactions in connection therewith shall be consummated, in all material respects, in accordance with all applicable Requirements of Law;

(c) the assets or Equity Interests acquired shall be consistent with the requisites of 5.01(l);

(d) the Equity Requirement shall have been satisfied;

(e) the Lien Requirement shall have been satisfied;

(f) the Borrower shall provide the Lenders which such information and documentation related to the proposed acquisition as they shall reasonably request and on consummation of such acquisition a complete set of acquisition closing documents shall be delivered to the Agent.

"Permitted Dispositions" shall mean the conveyance, sale, lease or sublease, transfer or other disposal for cash, whether in one transaction or a series of related transactions, all or any part of a business, property or assets, whether now owned or hereafter acquired (or the entry into an agreement to do any of the foregoing), provided that (a) if such disposition is of assets or Equity Interests acquired in connection with a Permitted Acquisition or originated in connection with a Permitted Origination with the proceeds of a Term Loan B, then the amount for which such asset is sold shall not be less than the amount advanced under the Term Loan B in connection with such Permitted Acquisition or Permitted Origination, as the case may be; (b) no Restricted Disposition Proceeds shall be permitted to be used for a Permitted Origination except with the consent of the Required Lenders, and (c) the Restricted Disposition Proceeds received in connection with such disposition shall be held in a deposit account of a Loan Party subject to the dominion and control of the Agent for the benefit of the Agent and the Lenders, and such Restricted Disposition Proceeds shall be (x) used to fund Permitted Acquisitions or Permitted Originations (subject to clause (b)), or (y) applied to the Obligations at the Borrower's discretion.

"Permitted Indebtedness" means:

(a) any Indebtedness owing to the Agent or any Lender under this Agreement and the other Loan Documents;

(b) Indebtedness evidenced by capitalized lease obligations entered into in order to finance capital expenditures made by the Loan Parties, which Indebtedness, when aggregated with the principal amount of all Indebtedness incurred under this clause (b) and clause (c) of this definition, does not exceed \$1,000,000 at any time outstanding;

(c) Indebtedness permitted by clause (e) of the definition of "Permitted Lien";

(d) Indebtedness incurred in the ordinary course of business under performance, surety, statutory, and appeal bonds;

(e) Indebtedness owed to any Person providing property, casualty, liability, or other insurance to the Loan Parties, so long as the amount of such Indebtedness is not in excess of the amount of the unpaid cost of, and shall be incurred only to defer the cost of, such insurance for the year in which such Indebtedness is incurred and such Indebtedness is outstanding only during such year;

(f) with respect to the Borrower only, contingent liabilities including in respect of earn-outs or similar payments, indemnification obligations, adjustment of purchase price, non-compete, or similar obligations of the Borrower incurred in connection with the consummation of one or more Permitted Acquisitions and in an aggregate maximum amount for each Permitted Acquisition as to adjustment of purchase price or any payments pursuant to any indemnification obligations not to exceed 15% of the Purchase Price for such Permitted Acquisition (it being understood that no Restricted Disposition Proceeds can be applied to the payment thereof).

(g) Subordinated Indebtedness in an original principal amount not to exceed, at the time of incurrence in the aggregate (together with the principal of all other Subordinated Debt previously incurred), the greater of (i) \$25,000,000 and (ii) 25% of Consolidated Tangible Assets, so long as no Default or Event of Default has occurred or shall be continuing after giving effect to the incurrence of such Subordinated Indebtedness;

(h) Indebtedness outstanding on the Effective Date under the Run Off Notes Documents, together with any capitalized interest thereon, if any; and

(i) the extension of maturity, refinancing or modification of the terms of any of the foregoing; provided, however, that (i) such extension, refinancing or modification is pursuant to terms, individually or in the aggregate, that are not less favorable to the Loan Parties and the Lenders than the terms of the Indebtedness being extended, refinanced or modified (including interest rates amortization, maturity, source of repayment, terms of subordination and/or limitations on recourse, if any), and (ii) after giving effect to such extension, refinancing or modification, the amount of such Indebtedness is not greater than the amount of Indebtedness outstanding immediately prior to such extension, refinancing or modification (other than by the amount of premiums paid thereon and the fees and expenses incurred in connection therewith and by the amount of unfunded commitments with respect thereto); provided that Borrower shall be permitted to refinance the Run-Off Notes in an amount greater than the Indebtedness outstanding immediately prior to such refinancing transaction (subject to all of the other limitations set forth in this paragraph (i)); provided further that net proceeds of such refinancing transaction in excess of the amount needed to satisfy the Run-Off Notes in full shall be applied as follows: (a) 50% of such excess proceeds shall be immediately applied to the Obligations in accordance with Section 2.05(d) of this Agreement and (b) 50% of such proceeds shall be held in a deposit account of a Loan Party subject to the dominion and control of the Agent for the benefit of the Agent and the Lenders and treated as though they were Restricted Disposition Proceeds under this Agreement; and (iii) any such refinancing or modification shall not add new obligors or be secured by assets which did not secure the debt being so refinanced.

"Permitted Investments" shall mean each of the following:

- (a) investments in cash and Cash Equivalents;
- (b) investments in negotiable instruments deposited or to be deposited for collection in the ordinary course of business;
- (c) advances made in connection with purchases of goods or services in the ordinary course of business;
- (d) [Intentionally Omitted];
- (e) stock or obligations issued to Borrower and its Subsidiaries by any Person (or the representative of such Person) in respect of Indebtedness or other liabilities of such Person owing to Borrower and its Subsidiaries in connection with the insolvency, bankruptcy, receivership or reorganization of such Person or a composition or readjustment of the debts of such Person;
- (f) Permitted Acquisitions;
- (g) Permitted Originations;
- (h) the deferred portion of any Purchase Price; and
- (i) any acquisition, origination or other investment by a Loan Party not funded by (x) Term Loan B or (y) Restricted Disposition Proceeds, so long as, in each case, the Lien Requirement is met with respect thereto.

"Permitted Liens" means:

- (a) Liens securing the Obligations, including, without limitation, any Lien granted to the Agent for the benefit of the Agent and the Lenders on the Run-Off Proceeds;
- (b) Liens for taxes, assessments and governmental charges the payment of which is not required under Section 6.01(c);
- (c) Liens imposed by law, such as carriers', warehousemen's, mechanics', materialmen's and other similar Liens arising in the ordinary course of business and securing obligations (other than Indebtedness for borrowed money) that are not overdue by more than 30 days or are being contested in good faith and by appropriate proceedings promptly initiated and diligently conducted, and a reserve or other appropriate provision, if any, as shall be required by GAAP shall have been made therefor;
- (d) [Intentionally Omitted];
- (e) (i) purchase money Liens on equipment acquired or held by any Loan Party or any of its Subsidiaries in the ordinary course of its business to secure the purchase price of such equipment or Indebtedness incurred solely for the purpose of financing the acquisition of such equipment or (ii) Liens existing on such equipment at the time of its acquisition; provided, however, that (A) no such Lien shall extend to or cover any other property of any Loan Party or

any of its Subsidiaries and (B) the aggregate principal amount of Indebtedness secured by any or all such Liens shall not exceed at any one time outstanding \$1,000,000;

(f) deposits and pledges of cash securing (i) obligations incurred in respect of workers' compensation, unemployment insurance or other forms of governmental insurance or benefits, (ii) the performance of bids, tenders, leases, contracts (other than for the payment of money) and statutory obligations or (iii) obligations on surety or appeal bonds, but only to the extent such deposits or pledges are made or otherwise arise in the ordinary course of business and secure obligations not past due;

(g) easements, zoning restrictions and similar encumbrances on real property and minor irregularities in the title thereto that do not (i) secure obligations for the payment of money or (ii) materially impair the value of such property or its use by any Loan Party or any of its Subsidiaries in the normal conduct of such Person's business;

(h) Liens of landlords and mortgagees of landlords (i) arising by statute or under any lease or related contractual obligation entered into in the ordinary course of business, (ii) on fixtures and movable tangible property located on the real property leased or subleased from such landlord, (iii) for amounts not yet due or that are being contested in good faith by appropriate proceedings diligently conducted and (iv) for which adequate reserves or other appropriate provisions are maintained on the books of such Person in accordance with GAAP;

(i) Liens on real property or equipment securing Indebtedness permitted by subsection (b) of the definition of Permitted Indebtedness;

(j) the title and interest of a lessor or sublessor in and to personal property leased or subleased (other than through a capital lease), in each case extending only to such personal property;

(k) non-exclusive licenses of patents, trademarks, copyrights, and other intellectual property rights in the ordinary course of business;

(l) judgment liens (other than for the payment of taxes, assessments or other governmental charges) securing judgments and other proceedings not constituting an Event of Default under Section 7.01(h);

(m) rights of setoff or bankers' liens upon deposits of cash in favor of banks or other depository institutions, solely to the extent incurred in connection with the maintenance of such deposit accounts in the ordinary course of business;

(n) Liens granted in the ordinary course of business on the unearned portion of insurance premiums securing the financing of insurance premiums to the extent the financing is permitted under the definition of Permitted Indebtedness;

(o) Liens solely on any cash earnest money deposits made by any Loan Party in connection with any letter of intent or purchase agreement with respect to a Permitted Acquisition; and

(p) Liens on (i) the Collateral Account (as defined in the Run-Off Notes Indenture) and all funds and assets held therein or credited thereto, (ii) all Run-Off Proceeds held by the Trusts, (iii) all Run-Off Proceeds held by WMMRC, (iv) all Run-Off Proceeds held by the Protected Cell, (v) all Run-Off Proceeds received by the Borrower, (vi) all rights of the Borrower to receive Dividends in respect of the Run-Off Proceeds, (vii) the Equity Interests of WMMRC owned or held by the Borrower (to the extent permitted by the applicable Governmental Authority) and (viii) the Equity Interests in the Protected Cell owned or held by the Borrower (to the extent permitted by the applicable Governmental Authority), in each case, granted in favor of the Run-Off Notes Collateral Agent to secure Indebtedness permitted under clause (h) of the definition of Permitted Indebtedness.

"Permitted Origination" means the origination of a loan asset or insurance policy which (a) is subject to the Origination Business Plan, (b) satisfies the corresponding conditions set forth in clauses (a), (b) and (d) of the definition of "Permitted Acquisition", (c) satisfies the Lien Requirement in respect of any such loan assets and insurance policies and (d) shall be, as to Permitted Originations funded with the proceeds of Term Loan B advances, in an amount less than or equal to the Origination Amount in the aggregate unless the Required Lenders agree, in their sole and absolute discretion, to increase the Origination Amount.

"Person" means an individual, corporation, limited liability company, partnership, association, joint-stock company, trust, unincorporated organization, joint venture or other enterprise or entity or Governmental Authority.

"PIK Interest" has the meaning specified therefor in Section 2.04.

"PIK Rate" means a rate per annum equal to 1.0%.

"Plan" means any Employee Plan or Multiemployer Plan.

"Plan of Reorganization" has the meaning specified therefor in the recitals hereto.

"Post-Default Rate" means a rate of interest per annum equal to the rate of interest otherwise in effect from time to time pursuant to the terms of this Agreement plus 2.0%, or, if a rate of interest is not otherwise in effect, interest at the highest rate specified herein for any Loan then outstanding prior to an Event of Default plus 2.0%.

"Private Side Information" has the meaning specified therefor in Section 10.18.

"Private Sider" has the meaning specified therefor in Section 10.18.

"Pro Rata Share" means:

(a) (i) with respect to a Lender's obligation to make the Term Loan A and receive payments of interest, fees, and principal with respect thereto, the percentage obtained by dividing (i) such Lender's Term Loan A Commitment, by (ii) the Total Term Loan A Commitment, provided that if the Total Term Loan A Commitment has been reduced to zero, the numerator shall be the aggregate unpaid principal amount of such Lender's portion of the Term Loan A and the denominator shall be the aggregate unpaid principal amount of the Term Loan A, and

(a) (ii) with respect to a Lender's obligation to make the Term Loan A-1 and receive payments of interest, fees, and principal with respect thereto, the percentage obtained by dividing (i) such Lender's Term Loan A-1 Commitment, by (ii) the Total Term Loan A-1 Commitment, provided that if the Total Term Loan A-1 Commitment has been reduced to zero, the numerator shall be the aggregate unpaid principal amount of such Lender's portion of the Term Loan A-1 and the denominator shall be the aggregate unpaid principal amount of the Term Loan A-1, and

(b) with respect to a Lender's obligation to make the Term Loan B and receive payments of interest, fees, and principal with respect thereto, the percentage obtained by dividing (i) such Lender's Term Loan B Commitment, by (ii) the Total Term Loan B Commitment, provided that if the Total Commitment has been reduced to zero, the numerator shall be the aggregate unpaid principal amount of such Lender's portion of the Term Loan B and the denominator shall be the aggregate unpaid principal amount of the Term Loan B, and

(c) with respect to all other matters (including, without limitation, the indemnification obligations arising under Section 8.05), the percentage obtained by dividing (i) the sum of such Lender's portion of the undrawn Total Commitment plus the unpaid principal amount of such Lender's portion of the Loans, by (ii) the sum of the undrawn Total Commitment plus the aggregate unpaid principal amount of the Loans.

"Protected Cell" means a protected cell established by the Borrower in connection with the Insurance Book Closing upon the receipt of approval of the applicable Governmental Authority and maintained pursuant to § 431:19-303 of Title 24 of the Hawaii Insurance Code, in conformance with all applicable Requirements of Law.

"Purchase Price" means, with respect to any Permitted Acquisition, the cash purchase price paid in connection with such Permitted Acquisition, it being understood that a portion of such purchase price may be paid in cash on a deferred basis, so long as the Equity Requirement is satisfied with respect to such deferred amount and such a deferred payment does not represent any "earn-outs" or similar payments.

"Qualified Valuation Firm" means, the following firms: Perella Weinberg Partners LP, Evercore Partners, Houlihan Lokey, FBR & Co., Zolfo Cooper, LLC, Duff & Phelps Corp., Sandler O'Neill + Partners, L.P., Goldin Associates, L.L.C., AlixPartners, and Kinetic Partners, or any other firms mutually agreed to by Borrower and Required Lenders, (other than the Agent), in each case having expertise in the relevant insurance or financial sector related to the proposed Acquisition.

"Register" has the meaning specified therefor in Section 10.07(d).

"Registered Loans" has the meaning specified therefor in Section 10.07(d).

"Regulated Insurance Assets" means assets of any Insurance Subsidiary.

"Regulation T", "Regulation U" and "Regulation X" mean, respectively, Regulations T, U and X of the Board or any successor, as the same may be amended or supplemented from time to time.

"Related Fund" means, with respect to any Person, an Affiliate of such Person, or a fund or account managed by such Person or an Affiliate of such Person.

"Replacement Lender" has the meaning specified therefor in Section 3.02.

"Required Lenders" means Lenders whose Pro Rata Shares (calculated in accordance with clause (c) of the definition thereof) aggregate at least 66<sup>2/3</sup>%. The Pro Rata Share of any Defaulting Lender shall be disregarded in determining Required Lenders at any time.

"Requirements of Law" means, with respect to any Person, collectively, the common law and all federal, state, provincial, local, foreign, multinational or international laws, statutes, codes, treaties, standards, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities) and the interpretation or administration thereof by, and other determinations, directives, requirements or requests of, any Governmental Authority, in each case that are applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Report" has the meaning specified therefor in Section 8.12.

"Restricted Disposition Proceeds" means, with respect to a Permitted Disposition of assets or Equity Interests acquired in connection with a Permitted Acquisition or originated in connection with a Permitted Origination, a portion of the proceeds of such Permitted Disposition equal to the sum of (a) the amount advanced under Term Loan B to fund the underlying Permitted Acquisition or Permitted Origination, and (b) the amount provided by Borrower to satisfy the Equity Requirement in connection with such Permitted Acquisition or Permitted Origination.

"Run-Off Assets and Liabilities" means the assets and liabilities of WMMRC related to the policies in place at the Effective Date, accounted for on the basis of SAP.

"Run-Off Notes" means, collectively, the Notes and the Second Lien Notes, each as defined in the Run-Off Notes Indenture.

"Run-Off Notes Collateral Agent" means [to be determined].

"Run-Off Notes Documents" means the Notes Documentation and the Second Lien Documentation, each as defined in the Run-Off Notes Indenture.

"Run-Off Notes Indenture" means the Senior First Lien Notes Indenture, dated as of \_\_\_\_\_, 2012, by and between the Borrower, as Issuer, and \_\_\_\_\_, as Trustee in respect of the Borrower's 13% Senior First Lien Notes Due 2030.

"Run-Off Proceeds" means (a)(i) all net premiums, reinsurance recoverables, net revenue resulting from commutation of insurance contracts, net interest income, reserve releases and other revenues derived from the reinsurance contracts, investments and other assets of the Trusts, without duplication, less (ii)(A) the reasonable and necessary costs and expenses of the



Trusts or the Owner (including, but not limited to, general and administrative expenses, audit fees, required regulatory capital contributions (which capital contributions will be added back to the Run-Off Proceeds if applicable regulations permit such distributions thereof), expenses of regulatory compliance, including all costs associated with the Insurance Book Closing, expenses of administering the Run-Off Notes Documents and taxes) attributable to the administration of the Trusts or the assets thereof and the collection of premiums and/or management of investments in connection therewith (which expenses shall include reasonable and customary expenses attributable to the foregoing paid under any administrative services agreement, investment management agreement or similar agreement), and (B) claims paid for covered losses and (b) the proceeds from the foregoing received by the Owner or the Borrower in cash, securities and/or other property from any sale, liquidation, merger or other disposition in respect of the Owner or its interests in the Trusts or the assets thereof. The inclusion of clause (b) of this definition shall not be construed as a consent to any sale, liquidation, merger or other disposition or waiver of compliance with any covenant related thereto. For the avoidance of doubt, to the extent that the Borrower or WMMRC pays any such cost, capital contribution or expense described in clause (ii)(A), payment by Borrower or WMMRC will be deemed a cost or expense of the Trusts.

"SAP" means (a) statutory accounting principles and regulations prescribed by the National Association of Insurance Commissioners for the preparation of financial statements for an insurance business applied on a consistent basis or (b) to the extent an Insurance Subsidiary is permitted by a Governmental Authority to report on an alternative basis to the basis under (a) above, such adjustments to such alternative basis reasonably acceptable to the Borrower and Agent that will make pretax income under such alternative basis reasonably equivalent to pretax income as if calculated under (a) above. The adjustments to be made pursuant to clause (b) above will be made as soon as is reasonably practicable from an accounting perspective, but in no event later than the end of the first full quarterly period following the acquisition of such Insurance Subsidiary.

"Scheduled PIK Interest" has the meaning specified therefor in Section 2.04.

"SEC" means the Securities and Exchange Commission or any other similar or successor agency of the Federal government administering the Securities Act.

"Securities Act" means the Securities Act of 1933, as amended, or any similar Federal statute, and the rules and regulations of the SEC thereunder, all as the same shall be in effect from time to time.

"Securitization" has the meaning specified therefor in Section 10.07.

"Security Agreement" means a Pledge and Security Agreement made by a Loan Party in favor of the Agent for the benefit of the Agent and the Lenders securing the Obligations with a first priority perfected security interest in all assets of the Loan Parties, subject only to Permitted Liens, and delivered to the Agent in form and substance reasonably satisfactory to the Agent and which shall reflect a lien in Run-Off Proceeds subject to the terms of the Intercreditor Agreement.

"Security Documents" means any Security Agreement, any UCC filing authorization letter, all deposit account and securities account control agreements, and any other agreements (including in connection with the Run-Off Proceeds) pursuant to which a Lien is granted to the Lenders or the Agent on behalf of the Lenders.

"Solvent" means, with respect to any Person on a particular date, that on such date (a) the fair value of the property of such Person is not less than the total amount of the liabilities of such Person, (b) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its existing debts as they become absolute and matured, (c) such Person is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and other commitments as they mature in the normal course of business, (d) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay as such debts and liabilities mature, and (e) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute unreasonably small capital.

"Standard & Poor's" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. and any successor thereto.

"Statutory Pre-Tax Income" means for any Insurance Subsidiary, or any insurance assets required for regulatory purposes to be accounted for in accordance with SAP, pre-tax income (or loss) in accordance with SAP.

"Subordinated Indebtedness" means unsecured Indebtedness of the Borrower which has been expressly subordinated in right of payment to all Indebtedness of such Loan Party under the Loan Documents by the execution and delivery of a subordination agreement, in form and substance satisfactory to the Required Lenders, that provides, among other things, (a) that such Subordinated Indebtedness is subordinated to the payment of interest on the Loan that accrues after the commencement of any Insolvency Proceeding of the Borrower, whether or not a claim for post-petition interest is allowed or allowable as a claim in any such proceeding, (b) that no amortization or other principal payments may be made with respect to such Subordinated Indebtedness prior to the payment in full in cash of all of the Obligations and (c) that no cash interest may be paid with respect to such Subordinated Indebtedness provided that cash interest may be paid by the Borrower if (i) no Default or Event of Default has occurred and is continuing or would result therefrom at the time of such payment and (ii) at the time of such cash payment the Borrower is paying current cash interest on the Loans hereunder at 7% per annum (without exercising any option to pay PIK interest under this Agreement); provided that in no event shall such cash interest in respect of such Subordinated Indebtedness exceed a rate per annum of 12% (it being understood that there is no cap on PIK interest).

"Subsidiary" means, with respect to any Person at any date, any corporation, limited or general partnership, limited liability company, trust, estate, association, joint venture or other business entity (a) the accounts of which would be consolidated with those of such Person in such Person's consolidated financial statements if such financial statements were prepared in accordance with GAAP or (b) of which more than 50% of (i) the outstanding Equity Interests having (in the absence of contingencies) ordinary voting power to elect a majority of

the Board of Directors of such Person, (ii) in the case of a partnership or limited liability company, the interest in the capital or profits of such partnership or limited liability company or (iii) in the case of a trust, estate, association, joint venture or other entity, the beneficial interest in such trust, estate, association or other entity business is, at the time of determination, owned or controlled directly or indirectly through one or more intermediaries, by such Person; provided, however, that WMMRC and the Protected Cell shall not be considered a "Subsidiary" of the Borrower or any Loan Party for the purposes of any Loan Document (including, without limitation, for purposes of calculating the Asset Coverage Ratio for purposes of Article IV hereof and the financial covenants set forth in Section 6.03 hereof), other than (i) as expressly set forth in such Loan Document and (ii) with respect to WMMRC only, at any time after the Insurance Book Closing. Further, any conditions existing at the Protected Cell will not directly or indirectly impact or affect compliance with any of the representations, warranties, covenants, conditions and obligations of the Loan Parties and any of their Subsidiaries hereunder.

"Taxes" has the meaning specified therefor in Section 2.07(a).

"Term Loan A" means the term loans made by the Lenders to the Borrower pursuant to Section 2.01(a)(i).

"Term Loan A Commitment" means, with respect to each Lender, the commitment of such Lender to make the Term Loan A to the Borrower in the amount set forth in Schedule 1.01(A) hereto, as the same may be terminated or reduced from time to time in accordance with the terms of this Agreement.

"Term Loan A Commitment Termination Date" means the earliest to occur of (i) the date the Term Loan A Commitments are permanently reduced to zero pursuant to Section 2.01(a), (ii) the date of the termination of the Term Loan A Commitments pursuant to Section 7.01, and (iii) three years from the Effective Date.

"Term Loan A-1" means the term loans made by the Term A-1 Lenders pursuant to Section 2.01 (a)(ii).

"Term Loan A-1 Commitment" means with respect to each Term A-1 Lender, the commitment of such Lender to make the Term Loan A-1 to the Borrower in an amount set forth in Schedule 1.01 (A) hereto, as the same may be terminated or reduced from time to time in accordance with the terms of this Agreement.

"Term Loan A-1 Commitment Termination Date" means the earliest to occur of (i) the date the Term Loan A-1 Commitments are permanently reduced to zero pursuant to Section 2.01(a), (ii) the date of the termination of the Term Loan A-1 Commitments pursuant to Section 7.01, and (iii) three years from the Effective Date.

"Term Loan B" means the term loans made by the Lenders to the Borrower pursuant to Section 2.01(b).

"Term Loan B Commitment" means, with respect to each Lender, the commitment of such Lender to make the Term Loan B to the Borrower in the amount set forth in

Schedule 1.01(A) hereto, as the same may be terminated or reduced from time to time in accordance with the terms of this Agreement.

"Term Loan B Commitment Termination Date" means the earliest to occur of (i) the date the Term Loan B Commitments are permanently reduced to zero pursuant to Section 2.01(b), (ii) the date of the termination of the Term Loan B Commitments pursuant to Section 7.01, and (iii) three years from the Effective Date.

"Total Commitment" means the sum of the Total Term Loan A Commitments, the Total of the Term Loan A-1 Commitments and the Total Term Loan B Commitments.

"Total Term Loan A Commitment" means the sum of the Term Loan A Commitments.

"Total Term Loan A-1 Commitment" means the sum of the Term Loan A-1 Commitments.

"Total Term Loan B Commitment" means the sum of the Term Loan B Commitments.

"Transferee" has the meaning specified therefor in Section 2.07(a).

"Trusts" means (a) Home Loan Reinsurance Co. United Guaranty Residential Insurance Company Reinsurance Agreement (Acct. No. x6401); (b) Home Loan Reinsurance Co. Genworth Reinsurance Co. Trust Agreement (Acct. No. x6403); (c) Mortgage Guaranty Insurance Corporation/WM MTG Reinsurance Co. Trust; (Acct. No. x2400); (d) Reinsurance Escrow Agreement among WM Mortgage Reinsurance Co. PMI Mortgage Insurance Company and US Bank (Acct. No. x6404); (e) Radian Guaranty Inc. and WM Mortgage Reinsurance Company Agreement, dated March 27, 2001 (Acct. No. x5700); (f) Home Loan Reinsurance Co. Republic Mortgage Co. Reinsurance Agreement, dated December 14, 1998 (Acct. No. x6402); (g) Washington Mutual Custody Account (Acct. No. x6406); and (h) WM Mortgage Reinsurance Company Inc. (Acct. No. x4202).

"Uniform Commercial Code" has the meaning specified therefor in Section 1.04.

"USA PATRIOT Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (PATRIOT) Act of 2001 (Title III of Pub. L. 107-56, Oct. 26, 2001).

"WMMRC" means WM Mortgage Company, Inc., a Hawaii corporation and directly wholly-owned subsidiary of the Borrower.

"WMMRC New Business" means any business activities conducted by WMMRC after the Insurance Book Closing, other than any activities conducted in connection with the Run-Off Assets and Liabilities and administration of the Run-Off Notes and Run-Off Notes Documents.

Section 1.02 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any right or interest in or to assets and properties of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible.

Section 1.03 Certain Matters of Construction. References in this Agreement to "determination" by the Agent or Lender includes good faith estimates by the Agent (in the case of quantitative determinations) and good faith beliefs by the Agent or Lender (in the case of qualitative determinations). A Default or Event of Default shall be deemed to exist at all times during the period commencing on the date that such Default or Event of Default occurs to the date on which such Default or Event of Default is waived in writing pursuant to this Agreement or, in the case of a Default, is cured within any period of cure expressly provided for in this Agreement; and an Event of Default shall "continue" or be "continuing" until such Event of Default has been waived in writing by the Required Lenders. Any Lien referred to in this Agreement or any other Loan Document as having been created in favor of the Agent, any agreement entered into by the Agent pursuant to this Agreement or any other Loan Document, any payment made by or to or funds received by the Agent pursuant to or as contemplated by this Agreement or any other Loan Document, or any act taken or omitted to be taken by the Agent, shall, unless otherwise expressly provided, be created, entered into, made or received, or taken or omitted, for the benefit or account of the Agent and the Lenders. Wherever the phrase "to the knowledge of any Loan Party" or words of similar import relating to the knowledge or the awareness of any Loan Party are used in this Agreement or any other Loan Document, such phrase shall mean and refer to (i) the actual knowledge of a senior officer of any Loan Party or (ii) the knowledge that a senior officer would have obtained if such officer had engaged in good faith and diligent performance of such officer's duties, including the making of such reasonably specific inquiries as may be necessary of the employees or agents of such Loan Party and a good faith attempt to ascertain the existence or accuracy of the matter to which such phrase relates. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or otherwise within the limitations of, another covenant shall not avoid the occurrence of a default if such action is taken or condition exists. In addition, all representations and warranties hereunder shall be given independent effect so that if a particular representation or warranty proves to be incorrect or is breached, the fact that another representation or warranty

concerning the same or similar subject matter is correct or is not breached will not affect the incorrectness of a breach of a representation or warranty hereunder.

**Section 1.04 Accounting and Other Terms.**

(a) Unless otherwise expressly provided herein, each accounting term used herein shall have the meaning given it under GAAP. Notwithstanding the foregoing, all financial statements delivered hereunder shall be prepared without giving effect to an election under Statement of Financial Accounting Standards 159 (or any similar accounting principal) permitting a Person to value its financial liabilities at the fair market value thereof.

(b) All terms used in this Agreement which are defined in Article 8 or Article 9 of the Uniform Commercial Code as in effect from time to time in the State of New York (the "Uniform Commercial Code") and which are not otherwise defined herein shall have the same meanings herein as set forth therein, provided that terms used herein which are defined in the Uniform Commercial Code as in effect in the State of New York on the date hereof shall continue to have the same meaning notwithstanding any replacement or amendment of such statute except as the Agent may otherwise determine.

**Section 1.05 Time References.** Unless otherwise indicated herein, all references to time of day refer to Eastern Standard Time or Eastern daylight saving time, as in effect in New York City on such day. For purposes of the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each means "to but excluding"; provided, however, that with respect to a computation of fees or interest payable to the Agent or any Lender, such period shall in any event consist of at least one full day.

## **ARTICLE II**

### **THE LOANS**

**Section 2.01 Commitments.** (a)(i) Subject to the terms and conditions and relying upon the representations and warranties herein set forth, each Lender with a Term Loan A Commitment severally agrees to make the Term Loan A, on one or more borrowing dates, to the Borrower prior to the Term Loan A Commitment Termination Date, in an aggregate principal amount not to exceed the amount of such Lender's Term Loan A Commitment. The aggregate principal amount of the Term Loan A made on any borrowing date shall not exceed the undrawn Total Term Loan A Commitment (excluding, for the purposes of this Section 2.01(a)(i), the Funding Fee and any PIK Interest added to the outstanding principal balance of the Term Loan A). Any principal amount of the Term Loan A which is repaid or prepaid may not be reborrowed. The Total Term Loan A Commitment and the Total Commitment shall be permanently reduced immediately and without further action on the date of each borrowing of the Term Loan A in an amount equal to the amount of such Term Loan A funded, and each Lender's Term Loan A Commitment, if any, shall be permanently reduced immediately and without further action on the date of each borrowing of the Term Loan A in an amount equal to such Lender's Pro Rata Share of the amount of such Term Loan A funded.

(ii) Subject to the terms and conditions and relying upon the representations and warranties herein set forth, each Lender with a Term Loan A-1 Commitment severally agrees to make the Term Loan A-1, on one or more borrowing dates, to the Borrower prior to the Term Loan A-1 Commitment Termination Date, in an aggregate principal amount not to exceed the amount of such Lender's Term Loan A-1 Commitment. The aggregate principal amount of the Term Loan A-1 made on any borrowing date shall not exceed the undrawn Total Term Loan A-1 Commitment (excluding, for the purposes of this Section 2.01(a)(ii), the Funding Fee and any PIK Interest added to the outstanding principal balance of the Term Loan A-1). Any principal amount of the Term Loan A-1 which is repaid or prepaid may not be reborrowed. The Total Term Loan A-1 Commitment and the Total Commitment shall be permanently reduced immediately and without further action on the date of each borrowing of the Term Loan A-1 in an amount equal to the amount of such Term Loan A-1 funded, and each Lender's Term Loan A-1 Commitment, if any, shall be permanently reduced immediately and without further action on the date of each borrowing of the Term Loan A-1 in an amount equal to such Lender's Pro Rata Share of the amount of such Term Loan A-1 funded.

(iii) all borrowings under this clause (a) shall be allocated on a pro rata basis between the Term Loan A and the Term Loan A-1 based on the respective amounts of the unfunded Total Term Loan A Commitment and the unfunded Total Term Loan A-1 Commitment at the time of such borrowing.

(b) Subject to the terms and conditions and relying upon the representations and warranties herein set forth, each Lender with a Term Loan B Commitment severally agrees to make the Term Loan B, on one or more borrowing dates, to the Borrower prior to the Term Loan B Commitment Termination Date, in an aggregate principal amount not to exceed the amount of such Lender's Term Loan B Commitment. The aggregate principal amount of the Term Loan B made on any borrowing date shall not exceed the undrawn Total Term Loan B Commitment (excluding, for the purposes of this Section 2.01(b), the Funding Fee and any PIK Interest added to the outstanding principal balance of the Term Loan B). Any principal amount of the Term Loan B which is repaid or prepaid may not be reborrowed. The Total Term Loan B Commitment and the Total Commitment shall be permanently reduced immediately and without further action on the date of each borrowing of the Term Loan B in an amount equal to the amount of such Term Loan B funded, and each Lender's Term Loan B Commitment, if any, shall be permanently reduced immediately and without further action on the date of each borrowing of the Term Loan B in an amount equal to such Lender's Pro Rata Share of the amount of such Term Loan B funded.

Section 2.02 Making the Loans. (a) The Borrower shall give the Agent prior telephonic notice (immediately confirmed in writing), in form and substance satisfactory to the Agent (a "Notice of Borrowing"), not later than 12:00 noon (New York City time) on the date which is five (5) Business Days prior to the date of the proposed Loan. Such Notice of Borrowing shall specify (i) the principal amount of the proposed Loan (which shall be not less than \$2,500,000), and (ii) the proposed borrowing date, which shall be a Business Day, and which shall not occur more than once each month. Upon receipt of a Notice of Borrowing, the Agent will promptly notify each Lender thereof and of the amount of such Lender's Pro Rata Share of such borrowing. The Agent and the Lenders may act without liability upon the basis of written or telecopied notice believed by the Agent in good faith to be from the Borrower (or from

any Authorized Officer thereof designated in writing purportedly from the Borrower to the Agent). The Agent and each Lender shall be entitled to rely conclusively on any Authorized Officer's authority to request a Loan on behalf of the Borrower. The Agent and the Lenders shall have no duty to verify the authenticity of the signature appearing on any written Notice of Borrowing.<sup>5</sup>

(b) Each Notice of Borrowing pursuant to this Section 2.02 shall be irrevocable and the Borrower shall be bound to make a borrowing in accordance therewith.

(c) The Loans under this Agreement shall be made by the Lenders simultaneously and proportionately to their Pro Rata Shares of the Total Term Loan A Commitment, Total Term Loan A-1 Commitment or Total Term Loan B Commitment, as applicable, it being understood that no Lender shall be responsible for any default by any other Lender in that other Lender's obligations to make the Loan requested hereunder, nor shall the Term Loan A Commitment, the Term Loan A-1 Commitment or the Term Loan B Commitment of any Lender be increased or decreased as a result of the default by any other Lender in that other Lender's obligation to make the Loan requested hereunder, and each Lender shall be obligated to make the Loan required to be made by it by the terms of this Agreement regardless of the failure by any other Lender.

**Section 2.03 Repayment of Loans; Evidence of Debt.** The outstanding unpaid principal of the Term Loan A-1 (including the Funding Fee and any PIK Interest) shall be due and payable on the Final Term Loan A-1 Maturity Date. The outstanding unpaid principal of the Term Loan A and Term Loan B (including the Funding Fee and any PIK Interest) shall be due and payable in full on the Final Maturity Date. Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the Indebtedness of the Borrower owing to such Lender. The Agent shall maintain accounts in which it shall record (i) the amount of the Loan made hereunder, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder, (iii) the amount of the Funding Fee and any PIK Interest added to principal from time to time as specified herein, and (iv) the amount of any sum received by the Agent hereunder for the account of the Lenders and each Lender's share thereof. The entries made in the accounts maintained pursuant to this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement. Any Lender may request that Loans made by it be evidenced by a promissory note. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 10.07) be represented by one or more promissory notes in such form payable to the payee named therein and its registered assigns.

**Section 2.04 Interest and Funding Fee.**

(a) Loans. Each portion of the Term Loan A shall bear interest on the principal amount thereof from time to time outstanding, from the date of the making of

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<sup>5</sup> Funding mechanics to be confirmed.



such portion of the Term Loan A until repaid, at a rate per annum equal to 7.0% (of which at least 6.0% shall be payable in cash and 1.0% of which may be paid-in-kind as set forth in clause (d) below). Each portion of the Term A-1 shall bear interest on the principal amount thereof from time to time outstanding, from the date of the making of such portion of the Term Loan A-1 until repaid, at a rate per annum equal to 7.0% (of which at least 6.0% shall be payable in cash and 1.0% of which may be paid-in-kind as set forth in clause (d) below). Each portion of the Term Loan B shall bear interest on the principal amount thereof from time to time outstanding, from the date of the making of such portion of the Term Loan B until repaid, at a rate per annum equal to 7.0% (of which at least 6.0% shall be payable in cash and 1.0% of which may be paid-in-kind as set forth in clause (d) below).

(b) Funding Fee. Each Loan shall be subject to the Funding Fee.

(c) Default Interest. To the extent permitted by law and notwithstanding anything to the contrary in this Section, upon the occurrence and during the continuance of an Event of Default, the principal of, and all accrued and unpaid interest on, all Loans, fees, indemnities or any other Obligations of the Loan Parties under this Agreement and the other Loan Documents, shall bear interest, from the date such Event of Default occurred until the date such Event of Default is cured or waived in writing in accordance herewith, at a rate per annum equal at all times to the Post-Default Rate.

(d) Interest Payment. Interest on each Loan shall be payable quarterly, in arrears, on the first day of each fiscal quarter, commencing on the first day of the fiscal quarter following the fiscal quarter in which such Loan is made and at maturity (whether upon demand, by acceleration or otherwise). Notwithstanding the foregoing, (i) interest payable at the Post-Default Rate pursuant to the foregoing clause (b) shall be paid-in-kind by being added to the outstanding principal balance of the Term Loan A, Term Loan A-1 and the Term Loan B, on a pro rata basis ("Default PIK Interest"), and (ii) the Borrower shall have the option, upon not less than three (3) Business Days' prior written notice to the Agent, to elect that a portion of the regularly scheduled interest payment due on the Term Loan A, and the Term Loan A-1 in an amount equal to the PIK Rate and that a portion of the regularly scheduled interest payment due on the Term Loan B, in an amount equal to the PIK Rate shall be paid-in-kind by being added to the outstanding principal balance of the Term Loan A, Term Loan A-1 or the Term Loan B, as applicable ("Scheduled PIK Interest", and together with Default PIK Interest, "PIK Interest"), provided, however, that if an Event of Default shall have occurred and be continuing on the applicable interest payment date, the interest payment due on such interest payment date (other than Default PIK Interest) may not be added to the principal outstanding under the applicable Loan and shall be payable in cash on such interest payment date and, provided further, however, that if the applicable interest payment date is the Final Maturity Date or the Final Term Loan A-1 Maturity Date, as the case may be, then any interest payment due on such date (whether at the PIK Rate or the Post-Default Rate) shall be payable in cash on the Final Maturity Date or the Final Term Loan A-1 Maturity Date, as the case may be. Any interest to be capitalized shall be capitalized (i) in the case of Default PIK Interest, on each day that the corresponding Event of Default has occurred and continues, and (ii) in the case of Scheduled PIK Interest, on the first day of each fiscal quarter, commencing on the first day of the fiscal quarter following the fiscal quarter in which such Term Loan A, Term Loan A-1 or such Term Loan B, as applicable, is made, and added to the

then outstanding principal amount of the Term Loan A, Term Loan A-1, or the Term Loan B, as applicable, and, thereafter, in the case of both Default PIK Interest and Scheduled PIK Interest, shall bear interest as provided hereunder as if it had originally been part of the outstanding principal of the Term Loan A, Term Loan A-1 or the Term Loan B, as applicable.

(e) General. All interest shall be computed on the basis of a year of 360 days for the actual number of days, including the first day but excluding the last day, elapsed.

#### Section 2.05 Reduction of Commitment; Prepayment of Loans.

(a) Reduction of Commitments. The Total Term Loan A Commitment shall terminate at 5:00 p.m. (New York City time) on the Term Loan A Commitment Termination Date. The Total Term Loan A-1 Commitment shall terminate at 5:00 p.m. (New York City time) on the Term Loan A-1 Commitment Termination Date. The Total Term Loan B Commitment shall terminate at 5:00 p.m. (New York City time) on the Term Loan B Commitment Termination Date. The Borrower may reduce the undrawn Total Term A Loan Commitment, the undrawn Total Term Loan A-1 Commitment and/or the undrawn Total Term Loan B Commitment to an amount (which may be zero) not less than the aggregate principal amount of any Term Loan A, Term Loan A-1 and/or Term Loan B, as applicable, not yet made as to which a Notice of Borrowing has been given by the Borrower under Section 2.02. Each such reduction (x) shall be in an amount which is an integral multiple of \$1,000,000 (or by the full amount of the Total Term Loan A Commitment, the Total Term Loan A-1 Commitment and/or Term Loan B Commitment, as applicable, in effect immediately prior to such reduction if such amount at that time is less than \$1,000,000), (y) shall be made by providing not less than 5 Business Days' prior written notice to the Agent, and (z) shall be irrevocable. Once reduced, the Total Term Loan A Commitment, Total Term Loan A-1 Commitment and Total Term Loan B Commitment may not be increased. Each such reduction of the Total Term Loan A Commitment, Total Term Loan A-1 Commitment and/or Total Term Loan B Commitment shall reduce the Term Loan A Commitment, Total Term Loan A-2 Commitment and/or Term Loan B Commitment, as applicable, of each Lender proportionately in accordance with its Pro Rata Share thereof. Any reduction of the Total Term Loan A Commitment or the Total Term Loan A-1 Commitment shall be allocated on a pro rata basis to the Total Term Loan A Commitment and the Total Term Loan A-1 Commitment.

(b) Optional Prepayment. The Borrower may, at any time and from time to time, upon at least 5 Business Days' prior written notice to the Agent, prepay without penalty or premium the principal of the Loans in accordance with clause (d) below in whole or in part. Each prepayment made pursuant to this clause (b) shall be accompanied by the cash payment of accrued interest to the date of such payment on the amount prepaid.

(c) Mandatory Prepayment.

(i) Upon the issuance or incurrence by any Loan Party or any of its Subsidiaries of any Indebtedness (other than Permitted Indebtedness, except to the extent provided in clause (i) of the definition thereof), the Borrower shall promptly prepay the

outstanding amount of the Loans in accordance with clause (d) below in an amount equal to 100% of the net cash proceeds received by such Person in connection therewith. The provisions of this Section 2.05(c) shall not be deemed to be implied consent to any such issuance, incurrence or sale otherwise prohibited by the terms and conditions of this Agreement.

(ii) To the extent required in connection with the exercise of the Cure Right under Section 6.03(c) and without limiting the right of the Agent thereunder, the Borrower shall promptly prepay the outstanding amount of the Loans in accordance with clause (d) below in an amount equal to 100% of the Cure Amount.

(d) Application of Payments. Each prepayment pursuant to subsection (b) and (c) above, as well as any prepayment described in subparagraph (i) of the definition of "Permitted Indebtedness," shall be applied first to the Term Loan A-1 until paid in full and then on a pro rata basis to the Term Loan A and the Term Loan B until paid in full. Notwithstanding the foregoing, after the occurrence and during the continuance of an Event of Default, if the Agent has elected, or has been directed by the Required Lenders, to apply payments and other proceeds of Collateral in accordance with Section 3.03(b), prepayments required under Section 2.05(c) shall be applied in the manner set forth in Section 3.03(b).

(e) Interest and Fees. Any prepayment made pursuant to this Section 2.05 shall be accompanied by (i) accrued interest on the principal amount being prepaid to the date of prepayment, and (ii) if such prepayment would reduce the amount of the outstanding Loans to zero, such prepayment shall be accompanied by the payment of all fees accrued to such date pursuant to Section 2.06.

(f) Cumulative Prepayments. Except as otherwise expressly provided in this Section 2.05, payments with respect to any subsection of this Section 2.05 are in addition to payments made or required to be made under any other subsection of this Section 2.05.

Section 2.06 Agent's Fee. [To come and shall reflect post-Effective Date amounts.]

Section 2.07 Taxes. (a) Any and all payments by any Loan Party hereunder or under any other Loan Document shall be made free and clear of and without deduction for any and all present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, excluding (i) taxes imposed on the net income (or franchise taxes imposed in lieu of such income taxes) of the Agent or any Lender (or any transferee or assignee thereof, including a participation holder (any such entity, a "Transferee")) by (A) the jurisdiction in which any Agent or any Lender is located or (B) as the result of any other present or former connection between such Agent or Lender and the jurisdiction imposing such tax (other than connections arising from such Agent or Lender having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned any interest in any Loan or Loan Document), (ii) any branch profits taxes imposed by the United States of America or any similar tax imposed by any other jurisdiction in which any Agent or any Lender is located, and (iii) taxes imposed under FATCA (or any

amended or successor version of FATCA that is substantively comparable and not more onerous to comply with) (all such nonexcluded taxes, levies, imposts, deductions, charges withholdings and liabilities, collectively or individually "Taxes"). If any Loan Party shall be required to deduct any Taxes from or in respect of any sum payable hereunder to any Agent or any Lender (or any Transferee), (i) the sum payable shall be increased by the amount (an "Additional Amount") necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 2.07) the Agent or such Lender (or such Transferee) shall receive an amount equal to the sum it would have received had no such deductions been made, (ii) such Loan Party shall make such deductions and (iii) such Loan Party shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

(b) In addition, each Loan Party agrees to pay to the relevant Governmental Authority, without duplication of any amounts payable pursuant to Section 10.04, in accordance with applicable law any present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies that arise from any payment made hereunder or from the execution, delivery or registration of, or otherwise with respect to, this Agreement or any other Loan Document ("Other Taxes"). Each Loan Party shall deliver to the Agent and each Lender official receipts in respect of any Taxes or Other Taxes payable hereunder promptly after payment of such Taxes or Other Taxes.

(c) If a payment made to any Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this paragraph (e), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(d) The Loan Parties hereby jointly and severally indemnify and agree to hold the Agent and each Lender harmless from and against Taxes and Other Taxes (including, without limitation, Taxes and Other Taxes imposed on any amounts payable under this Section 2.07) paid by such Person, whether or not such Taxes or Other Taxes were correctly or legally asserted. Such indemnification shall be paid within 10 days from the date on which any such Person makes written demand therefore specifying in reasonable detail the nature and amount of such Taxes or Other Taxes.

(e) Each Lender (or Transferee) that is organized under the laws of a jurisdiction outside the United States (a "Non-U.S. Lender") that is entitled to an exemption from or reduction of U.S. federal withholding tax with respect to payments made under the Loan Documents, agrees that it shall, no later than the Effective Date (or, in the case of a

Lender which becomes a party hereto pursuant to Section 10.07 hereof after the Effective Date, promptly after the date upon which such Lender becomes a party hereto) deliver to the Borrower and the Agent one properly completed and duly executed copy of either U.S. Internal Revenue Service Form W-8BEN, W-8ECI or W-8IMY or any subsequent versions thereof or successors thereto, in each case claiming complete exemption from, or reduced rate of, U.S. Federal withholding tax and payments of interest hereunder. In addition, in the case of a Non-U.S. Lender claiming exemption from U.S. Federal withholding tax under Section 871(h) or 881(c) of the Internal Revenue Code, such Non-U.S. Lender hereby represents to the Agent and the Borrower that such Non-U.S. Lender is not a bank for purposes of Section 881(c) of the Internal Revenue Code, is not a 10-percent shareholder (within the meaning of Section 871(h)(3)(B) of the Internal Revenue Code) of the Borrower and is not a controlled foreign corporation related to the Borrower (within the meaning of Section 864(d)(4) of the Internal Revenue Code), and such Non-U.S. Lender agrees that it shall promptly notify the Agent in the event any such representation is no longer accurate. Each other Lender or Transferee (other than any such Lender or Transferee which is taxed as a corporation for U.S. Federal income tax purposes) and the Agent shall provide two properly completed and duly executed copies of IRS Form W-9 (or any successor or other applicable form) to Borrower and to the Agent, as applicable, certifying that such Lender, Transferee or the Agent, as applicable, is exempt from U.S. backup withholding tax. Such forms shall be delivered by each Non-U.S. Lender, other Lender, Transferee or Agent on or before the date it becomes a party to this Agreement (or, in the case of a Transferee that is a participation holder, on or before the date such participation holder becomes a Transferee hereunder) and on or before the date, if any, such Non-U.S. Lender, other Lender, or Transferee or Agent changes its applicable lending office by designating a different lending office (a "New Lending Office"). In addition, such Non-U.S. Lender, other Lender, Transferee or Agent shall deliver such forms within 20 days after receipt of a written request therefor from the Borrower, the Agent, the assigning Lender or the Lender granting a participation, as applicable. Notwithstanding any other provision of this Section 2.07, a Non-U.S. Lender, other Lender, Transferee or Agent shall not be required to deliver any form pursuant to this Section 2.07(e) that such Non-U.S. Lender, other Lender, Transferee or Agent is not legally able to deliver.

(f) The Loan Parties shall not be required to indemnify any Non-U.S. Lender, other Lender, Transferee or Agent or pay any Additional Amounts to any Non-U.S. Lender, other Lender, Transferee or Agent in respect of United States federal withholding tax pursuant to this Section 2.07 to the extent that (i) the obligation to withhold amounts with respect to United States federal withholding tax existed on the date such Non-U.S. Lender, other Lender, Transferee or Agent became a party to this Agreement (or, in the case of a Transferee that is a participation holder, on the date such participation holder became a Transferee hereunder) or, with respect to payments to a New Lending Office, the date such Non-U.S. Lender, other Lender, Transferee or Agent designated such New Lending Office with respect to a Loan; provided, however, that this clause (i) shall not apply to the extent the indemnity payment or Additional Amounts any Transferee, or Lender (or Transferee) through a New Lending Office, would be entitled to receive (without regard to this clause (i)) do not exceed the indemnity payment or Additional Amounts that the Person making the assignment, participation or transfer to such Transferee, or Lender (or Transferee) making the designation of such New Lending Office, would have been entitled to receive in the absence of such assignment, participation, transfer or designation, or (ii) the obligation to pay such Additional

Amounts would not have arisen but for a failure by such Non-U.S. Lender, other Lender, Transferee or Agent to comply with the provisions of clause (e) above.

(g) The Agent or any Lender (or Transferee) claiming any indemnity payment or additional payment amounts payable pursuant to this Section 2.07 shall use reasonable efforts (consistent with legal and regulatory restrictions) to file any certificate or document reasonably requested in writing by the Borrower or to change the jurisdiction of its applicable lending office if the making of such a filing or change would avoid the need for or reduce the amount of any such indemnity payment or additional amount that may thereafter accrue, would not require the Agent or such Lender (or Transferee) to disclose any information the Agent or such Lender (or Transferee) deems confidential and would not, in the sole determination of the Agent or such Lender (or Transferee), be otherwise disadvantageous to the Agent or such Lender (or Transferee).

(h) If the Agent or any Lender (or a Transferee) shall become aware that it is entitled to claim a refund from a Governmental Authority in respect of Taxes or Other Taxes with respect to which any Loan Party has paid additional amounts, pursuant to this Section 2.07, it shall promptly notify the Borrower of the availability of such refund claim and shall, within 30 days after receipt of a request by the Borrower, make a claim to such Governmental Authority for such refund at the Loan Parties' expense. If any Lender or the Agent (or a Transferee) receives a refund (including pursuant to a claim for refund made pursuant to the preceding sentence) in respect of any Taxes or Other Taxes with respect to which any Loan Party has paid additional amounts pursuant to this Section 2.07, it shall within 30 days from the date of such receipt pay over such refund to the Borrower, net of all out-of-pocket expenses of the Agent or such Lender (or Transferee).

(i) The obligations of the parties under this Section 2.07 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

### **ARTICLE III**

#### **FEES, PAYMENTS AND OTHER COMPENSATION**

Section 3.01 Payments; Computations and Statements. (a) The Borrower will make each payment under this Agreement not later than 12:00 noon (New York City time) on the day when due, in lawful money of the United States of America and in immediately available funds, to the Agent's Account. All payments received by the Agent after 12:00 noon (New York City time) on any Business Day will be credited to the loan account on the next succeeding Business Day.<sup>6</sup> All payments shall be made by the Borrower without set-off, counterclaim, recoupment, deduction or other defense to the Agent and the Lenders. Except as provided in Section 2.02, after receipt, the Agent will promptly thereafter cause to be distributed like funds relating to the payment of principal ratably to the Lenders in accordance with their Pro Rata Shares and like funds relating to the payment of any other amount payable to any Lender to such Lender, in each case to be applied in accordance with the terms of this Agreement, provided that

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<sup>6</sup> Agent to confirm payment mechanics.

the Agent will cause to be distributed all interest and fees received from or for the account of the Borrower not less than once each month and in any event promptly after receipt thereof. Whenever any payment to be made under any such Loan Document shall be stated to be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day and such extension of time shall in such case be included in the computation of interest or fees, as the case may be. All computations of fees shall be made by the Agent on the basis of a year of 360 days for the actual number of days (including the first day but excluding the last day) occurring in the period for which such fees are payable. Each determination by the Agent of an interest rate or fees hereunder shall be conclusive and binding for all purposes in the absence of manifest error.

(b) The Agent shall provide the Borrower, promptly after the end of each calendar month, a summary statement (in the form from time to time used by the Agent) of the opening and closing daily balances in the loan account of the Borrower during such month, the amounts of the Loans made to the Borrower, the amounts and dates of all payments on account of the Loans to the Borrower during such month and the Loans to which such payments were applied, the amount of interest accrued on the Loans to the Borrower during such month, and the amount and nature of any charges to the loan account made during such month on account of fees, commissions, expenses and other Obligations. All entries on any such statement shall be presumed to be correct and, thirty (30) days after the same is sent, shall be final and conclusive absent manifest error.

#### Section 3.02 Sharing of Payments, Defaulting Lenders, Etc

(a) The Administrative Agent shall not be obligated to transfer to a Defaulting Lender any payments made by the Borrower to the Administrative Agent for the Defaulting Lender's benefit, and, in the absence of such transfer to the Defaulting Lender, the Administrative Agent shall transfer any such payments to each other non-Defaulting Lender ratably in accordance with their Commitments (but only to the extent that such Defaulting Lender's Loan was funded by the other Lenders). This Section shall remain effective with respect to such Lender until (x) the Obligations under this Agreement shall have been declared or shall have become immediately due and payable, (y) the non-Defaulting Lenders, the Administrative Agent, and the Borrower shall have waived such Defaulting Lender's default in writing, or (z) the Defaulting Lender makes its Pro Rata Share of the applicable defaulted Loan and pays to the Administrative Agent all amounts owing by such Defaulting Lender in respect thereof. The operation of this Section shall not be construed to increase or otherwise affect the Commitment of any Lender, to relieve or excuse the performance by such Defaulting Lender or any other Lender of its duties and obligations hereunder, or to relieve or excuse the performance by the Borrower of its duties and obligations hereunder to the Administrative Agent or to the Lenders other than such Defaulting Lender. Any such failure to fund by any Defaulting Lender shall constitute a material breach by such Defaulting Lender of this Agreement (in which event Borrower shall preserve all of its rights and remedies (in law and in equity) against such Defaulting Lender in respect of such breach, subject to Section 10.15 hereof) and shall entitle the Borrower at its option, upon written notice from the Borrower to the Administrative Agent, to permanently replace the Defaulting Lender with one or more substitute Lenders (each, a "Replacement Lender"), and the Defaulting Lender shall have no right to refuse to be replaced hereunder. Such notice to replace the Defaulting Lender

shall specify an effective date for such replacement, which date shall not be later than 15 Business Days after the date such notice is given. Prior to the effective date of such replacement, the Defaulting Lender and each Replacement Lender shall execute and deliver an Assignment and Acceptance, subject only to the Defaulting Lender being repaid its share of the outstanding Obligations without any premium or penalty of any kind whatsoever. If the Defaulting Lender shall refuse or fail to execute and deliver any such Assignment and Acceptance prior to the effective date of such replacement, the Defaulting Lender shall be deemed to have executed and delivered such Assignment and Acceptance. The replacement of any Defaulting Lender shall be made in accordance with the terms of Section 10.07(b). Any such assumption of the Commitment of such Defaulting Lender shall not be deemed to constitute a waiver of any of the Lenders' or the Borrower's rights or remedies against any such Defaulting Lender arising out of or in relation to such failure to fund.

(b) Except as provided in Section 2.02 hereof, if any Lender shall obtain any payment (whether voluntary, involuntary, through the exercise of any right of set-off, or otherwise) on account of any Obligation in excess of its ratable share of payments on account of similar obligations obtained by all the Lenders, such Lender shall forthwith purchase from the other Lenders such participations in such similar obligations held by them as shall be necessary to cause such purchasing Lender to share the excess payment ratably with each of them; provided, however, that if all or any portion of such excess payment is thereafter recovered from such purchasing Lender, such purchase from each Lender shall be rescinded and such Lender shall repay to the purchasing Lender the purchase price to the extent of such recovery together with an amount equal to such Lender's ratable share (according to the proportion of (i) the amount of such Lender's required repayment to (ii) the total amount so recovered from the purchasing Lender of any interest or other amount paid by the purchasing Lender in respect of the total amount so recovered). The Borrower agrees that any Lender so purchasing a participation from another Lender pursuant to this Section 3.02(b) may, to the fullest extent permitted by law, exercise all of its rights (including the Lender's right of set-off) with respect to such participation as fully as if such Lender were the direct creditor of the Borrower in the amount of such participation.

Section 3.03 Apportionment of Payments. Subject to any written agreement among the Agent and/or the Lenders:

(a) all payments of principal and interest in respect of outstanding Loans, all payments of fees (other than the fees set forth in Section 2.06 hereof) and all other payments in respect of any other Obligations, shall be allocated by the Agent among such of the Lenders as are entitled thereto, in proportion to their respective Pro Rata Shares or otherwise as provided herein or, in respect of payments not made on account of Loans, as designated by the Person making payment when the payment is made.

(b) After the occurrence and during the continuance of an Event of Default, the Agent may, and upon the direction of the Required Lenders, shall, apply all payments received by the Agent in respect of the Obligations and all proceeds of the Collateral, subject to the provisions of this Agreement: (i) first, ratably to pay the Obligations in respect of any fees, expense reimbursements, indemnities and other amounts then due and payable to the Agent until paid in full; (ii) second, ratably to pay the Obligations in respect of



any fees and indemnities then due and payable to the Lenders until paid in full; (iii) third, ratably to pay interest then due and payable in respect of the Term Loan A-1, Term Loan A and the Term Loan B until paid in full; (iv) fourth, ratably to pay principal of the Term Loan A-1, Term Loan A and Term Loan B (including the Funding Fee and any PIK Interest added to the outstanding principal balance of the Term Loan A-1, Term Loan A and Term Loan B) until paid in full; and (v) fifth, to the ratable payment of all other Obligations then due and payable.

(c) In each instance, so long as no Event of Default has occurred and is continuing, Section 3.03(b) shall not be deemed to apply to any payment by the Borrower specified by the Borrower to the Agent to be for the payment of Obligations then due and payable under any provision of this Agreement or the prepayment of all or part of the principal of the Loan in accordance with the terms and conditions of Section 2.05.

(d) For purposes of Section 3.03(b) (other than clause (v)), "paid in full" means payment in cash of all amounts owing under the Loan Documents according to the terms thereof, including loan fees, service fees, professional fees, interest (and specifically including interest accrued after the commencement of any Insolvency Proceeding), default interest, interest on interest, and expense reimbursements, whether or not same would be or is allowed or disallowed in whole or in part in any Insolvency Proceeding, except to the extent that default or overdue interest (but not any other interest) and loan fees, each arising from or related to a default, are disallowed in any Insolvency Proceeding; provided, however, that for the purposes of clause (v), "paid in full" means payment in cash of all amounts owing under the Loan Documents according to the terms thereof, including loan fees, service fees, professional fees, interest (and specifically including interest accrued after the commencement of any Insolvency Proceeding), default interest, interest on interest, and expense reimbursements, whether or not the same would be or is allowed or disallowed in whole or in part in any Insolvency Proceeding.

(e) In the event of a direct conflict between the priority provisions of this Section 3.03 and other provisions contained in any other Loan Document, it is the intention of the parties hereto that both such priority provisions in such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 3.03 shall control and govern.

## **ARTICLE IV**

### **CONDITIONS TO LOANS**

Section 4.01 Conditions Precedent to Effectiveness. This Agreement shall become effective as of the Business Day (the "Effective Date") when each of the following conditions precedent shall have been satisfied in a manner satisfactory to the Agent:

(a) Payment of Fees, Etc. The Borrower shall have paid on or before the date of this Agreement all costs and expenses then payable pursuant to Section 2.06.

(b) Representations and Warranties; No Event of Default. The representations and warranties contained in Article V and in each other Loan Document delivered to the Agent or any Lender on or prior to the Effective Date are true and correct on and as of the Effective Date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct on and as of such earlier date). No Default or Event of Default shall have occurred and be continuing on the Effective Date or would result from this Agreement or the other Loan Documents becoming effective in accordance with their respective terms.

(c) Legality. The making of the Loans shall not contravene any law, rule or regulation applicable to the Agent or any Lender.

(d) Delivery of Documents. The Agent shall have received on or before the Effective Date the following, each in form and substance satisfactory to the Agent and, unless indicated otherwise, dated the Effective Date:

(i) this Agreement, the Security Documents, and other collateral documentation, if any, each duly executed by the parties thereto, together with (x) the original stock certificates representing all of the common stock of each Loan Party's Subsidiaries and all intercompany promissory notes of each Loan Party, accompanied by undated stock powers executed in blank and other proper instruments of transfer, and (y) appropriate financing statements on Form UCC-1 duly filed in such office or offices as may be necessary or, in the opinion of the Agent, desirable to perfect the security interests purported to be created by each Security Agreement and evidence satisfactory to the Agent of the filing of such UCC-1 financing statements;

(ii) a certificate of the Secretary of each Loan Party, certifying as to (w) certified copies of the governing documents of such Loan Party (including in the case of the Borrower's governing documents, without limitation, satisfactory provisions related to the Lender Board Representative), (x) the resolutions of such Loan Party, authorizing the borrowings hereunder, the transactions contemplated by the Loan Documents to which such Loan Party is or will be a party, and the execution, delivery and performance of such Loan Documents, (y) the names and true signatures of the representatives of such Loan Party authorized to sign each Loan Document to which such Loan Party is or will be party to, and (z) certificates of the appropriate official(s) of the jurisdiction of organization and each jurisdiction of foreign qualification of each Loan Party customary for transactions of this nature;

(iii) a certificate of an Authorized Officer of the Borrower, certifying (a) the names and true signatures of the persons that are authorized to provide the Notice of Borrowing and all other notices under this Agreement and the other Loan Documents and (b) that on the Effective Date no Default or Event of Default has occurred and is continuing or would result from this Agreement or any other Loan Document becoming effective in accordance with its or their respective terms;

(iv) other certificates, if any, to be determined;

(v) opinions of \_\_\_\_\_, counsel to the Loan Parties, as to such matters as the Agent may reasonably request; and

(vi) a duly executed Notice of Borrowing, if any, pursuant to Section 2.02 hereof.

(e) Insurance. The Agent shall have received a copy of, or a certificate as to coverage under, the insurance policies required by Section 6.01(h) and the applicable provisions of the Security Documents, each of which shall be endorsed or otherwise amended to include a "standard" or "New York" lender's loss payable and shall name the Agent, on behalf of the Agent and Lenders, as additional insured, in form and substance satisfactory to the Agent.

(f) Approvals. All consents, authorizations and approvals of, and filings and registrations with, and all other actions in respect of, any Governmental Authority or other Person required in connection with the making of the Loans or the conduct of the Loan Parties' business shall have been obtained and shall be in full force and effect.

(g) Confirmation Order and Approval of the Plan of Reorganization. The Plan of Reorganization shall have been confirmed by the Bankruptcy Court pursuant to the Confirmation Order, and all other conditions to the effectiveness of the Plan of Reorganization shall have been satisfied or waived, and the Confirmation Order shall have been entered by the Bankruptcy Court. There shall have been no determination that any of the Debtors did not solicit approvals of the Plan of Reorganization in good faith pursuant to section 1125(e) of the Bankruptcy Code. The Confirmation Order shall be in full force and effect, shall not have been stayed pending any appeal, and at least fourteen (14) days shall have elapsed since the entry of the Confirmation Order, unless such fourteen (14) day period is waived by the Bankruptcy Court or by the agreement of the Lenders. The Plan of Reorganization shall have become effective in accordance with the terms of the Confirmation Order.

Section 4.02 Conditions Precedent to All Loans. The obligation of the Agent or any Lender to make any Loan after the Effective Date is subject to the fulfillment of each of the following conditions precedent:

(a) Payment of Fees. The Borrowers shall have paid all fees, costs and expenses then payable by the Borrowers pursuant to this Agreement and the other Loan Documents, including, without limitation, Section 2.06 and Section 10.04 hereof.

(b) Representations and Warranties; No Event of Default. The following statements shall be true and correct on the date of such Loan, and the Borrower's acceptance of the proceeds of such Loan shall be deemed to be a representation and warranty by each Loan Party on the date of such Loan that: (i) the representations and warranties contained in Article V and in each other Loan Document, on or prior to the date of such Loan are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and

warranties shall be true and correct in all respects subject to such qualification) on and as of such date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct on and as of such earlier date), (ii) at the time of and after giving effect to the making of such Loan and the application of the proceeds thereof, no Default or Event of Default has occurred and is continuing or would result from the making of the Loan to be made, and (iii) the conditions set forth in this Section 4.02 have been satisfied as of the date of such request.

(c) Legality. The making of such Loan shall not contravene any law, rule or regulation applicable to the Agent or any Lender.

(d) Notices. The Agent shall have received a Notice of Borrowing pursuant to Section 2.02 hereof.

(e) Asset Coverage Ratio. The Asset Coverage Ratio on the date of the proposed borrowing, and after giving effect to such borrowing, shall be not less than 1.25 to 1.00.

(f) Special Conditions Precedent for Term Loan B Borrowings in Respect of Permitted Acquisitions. In connection with a Term Loan B borrowing in connection with a Permitted Acquisition, the following special conditions precedent shall be satisfied:

(i) either:

(x) a majority of the board of directors of the Borrower, including the Lender Board Representative, approve the subject transaction, or

(y) (A) a majority of the board of directors of the Borrower, excluding the Lender Board Representative, approve the subject transaction, and (B) the subject transaction is approved pursuant to the Independent Valuation Process;

(ii) the amount of such Term Loan B borrowing does not represent more than 80% of the Purchase Price paid in connection with such Permitted Acquisition; and

(iii) the Borrower shall have delivered to the Agent a certificate of an authorized officer of the Borrower certifying (i) that the equity contribution in connection with the Permitted Acquisition complies with the Equity Requirement and (ii) that the use of proceeds of the Term Loan B in connection with such borrowing is consistent with the requirements set forth in the definition of "Permitted Acquisition", as applicable, setting forth, to the extent the foregoing clause (f)(i)(x) is applicable, valuation determined by the board of directors.

(g) Special Conditions Precedent for Term Loan B Borrowings in Respect of Permitted Originations. In connection with a Term Loan B borrowing in

connection with a Permitted Origination, the following special conditions precedent shall be satisfied:

(i) the amount of such Term Loan B borrowing does not represent more than 80% of the Origination Request in connection with such Permitted Origination;

(ii) the Borrower shall have delivered an Origination Business Plan; and

(iii) the Borrower shall have delivered to the Agent a certificate of an authorized officer of the Borrower certifying that the use of proceeds of the Term Loan B in connection with such borrowing is consistent with the requirements set forth in the definition of "Permitted Origination" and that the equity contribution in connection therewith complies with the Equity Requirement.

## **ARTICLE V**

### **REPRESENTATIONS AND WARRANTIES**

Section 5.01 Representations and Warranties. Each Loan Party hereby represents and warrants to the Agent and the Lenders as follows:

(a) Organization, Good Standing, Etc. Each Loan Party (i) is duly organized, validly existing and (to the extent the concept of good standing is applicable to a Loan Party under the laws of the relevant state or jurisdiction) in good standing under the laws of the state or jurisdiction of its organization, (ii) has all requisite power and authority to conduct its business as now conducted and as presently contemplated and, in the case of the Borrower, to make the borrowings hereunder, and to execute and deliver each Loan Document to which it is a party, and to consummate the transactions contemplated thereby, and (iii) is duly qualified to do business and is in good standing in each jurisdiction (to the extent the concept of good standing is applicable to the Borrower or such Guarantor under the laws of the relevant state or jurisdiction) in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary and where the failure to so qualify could reasonably be expected to have a Material Adverse Effect.

(b) Authorization, Etc. The execution, delivery and performance by each Loan Party of each Loan Document to which it is or will be a party, (i) have been duly authorized by all necessary action, (ii) do not and will not contravene any of its governing documents in any respect or any applicable Requirement of Law in any material respect or any material contractual obligation binding on or otherwise affecting it or any of its material properties, (iii) do not and will not result in or require the creation of any Lien (other than pursuant to any Loan Document) upon or with respect to any of its properties, and (iv) do not and will not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to its operations or any of its properties, except where such default, noncompliance, suspension,

revocation, impairment, forfeiture or nonrenewal could not reasonably be expected to have a Material Adverse Effect.

(c) Governmental Approvals. No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required in connection with the due execution, delivery and performance by any Loan Party of any Loan Document to which it is or will be a party, except with respect to recordings with respect to Collateral, or any authorization, approval or action, the absence of which could not reasonably be expected to have a Material Adverse Effect.

(d) Enforceability of Loan Documents. This Agreement is, and each other Loan Document to which any Loan Party is or will be a party, when delivered hereunder, will be, a legal, valid and binding obligation of such Person, enforceable against such Person in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally.

(e) Subsidiaries. Schedule 5.01(e) is a complete and correct description of the name, jurisdiction of incorporation and ownership of the outstanding Equity Interests of such Subsidiaries of the Borrower in existence as of the Effective Date.

(f) Litigation. There is no pending or, to the knowledge of any Loan Party, threatened action, suit or proceeding affecting any Loan Party, any Insurance Subsidiary or any of its properties before any court or other Governmental Authority or any arbitrator that (i) could reasonably be expected to have a Material Adverse Effect or (ii) relates to this Agreement or any other Loan Document or any transaction contemplated hereby or thereby.

(g) Financial Condition. Since the Effective Date no event or development has occurred that has caused any material adverse change in the business, assets, financial condition, operations, performance or properties of (x) the Borrower, (y) its Insurance Subsidiaries (taken as a whole) or (z) its Subsidiaries (other than Insurance Subsidiaries) taken as a whole (it being understood that events, conditions or developments affecting financial markets generally shall not be deemed a material adverse change under this clause (g), and that non-cash losses to the extent of any mark-to-market accounting due to temporary impairment of investment securities shall not be considered in determining whether a material adverse change has occurred under this clause (g)).

(h) Compliance with Law, Etc. No Loan Party or any of its Subsidiaries is in violation of (i) any of its governing documents, or (ii) any domestic or foreign Requirement of Law, except where the failure to so comply could not reasonably be expected to have a Material Adverse Effect.

(i) ERISA. No Loan Party nor any of its ERISA Affiliates contributes to, sponsors, maintains or has an obligation to contribute to or maintain any Multiemployer Plan or any defined benefit plan and has not at any time prior to the date hereof established, sponsored or maintained, been a party to and has not at any time prior to

the date hereof contributed or been obligated to contribute to or maintain any Multiemployer Plan or any defined benefit plan. Except as required by Section 4980B of the Internal Revenue Code, no Loan Party or any of its ERISA Affiliates maintains an employee welfare benefit plan (as defined in Section 3(1) of ERISA) which provides health or welfare benefits (through the purchase of insurance or otherwise) for any retired or former employee of any Loan Party or any of its ERISA Affiliates or coverage after a participant's termination of employment.

(j) Taxes, Etc. All Federal, and all material state, local and foreign tax returns and other reports required by applicable Requirements of Law to be filed by any Loan Party or any Insurance Subsidiary have been filed, or extensions have been obtained, and all material amounts of taxes, assessments and other governmental charges imposed upon any Loan Party or any Insurance Subsidiary or any property of any Loan Party or any Insurance Subsidiary and which have become due and payable on or prior to the date hereof have been paid, except to the extent contested in good faith by proper proceedings and with respect to which adequate reserves have been set aside for the payment thereof on the financial statements of such Loan Party or any Insurance Subsidiary in accordance with GAAP, or SAP, as applicable. No Loan Party or any Insurance Subsidiary has knowledge of any proposed or pending tax assessments, deficiencies or audits that could reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect.

(k) Regulations T, U and X. No Loan Party or any Insurance Subsidiary is or will be engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation T, U or X), and no proceeds of any Loan will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock.

(l) Nature of Business. No Loan Party or any Insurance Subsidiary is engaged in any business other than financial services, insurance services, the origination of loan assets, the origination of insurance assets, or the origination of financial services.

(m) Permits, Etc. Each Loan Party and each Insurance Subsidiary has, and is in compliance with, all permits, licenses, authorizations, approvals, entitlements and accreditations required for such Person lawfully to own, lease, manage or operate, or to acquire, each business currently owned, leased, managed or operated, or to be acquired, by such Person if the failure to have or be in compliance therewith could reasonably be expected to have a Material Adverse Effect.

(n) Full Disclosure. None of the reports, financial statements, certificates or other information furnished by or on behalf of any Loan Party to the Agent contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which it was made, not misleading; provided that, with respect to projected financial information, each Loan Party represents only that such information was prepared in good faith and based on assumptions believed by each Loan Party to be reasonable at the time made.

(o) Insurance. Each Loan Party maintains the insurance and required reserves and financial assurance as required by law and as required by Section 6.01(h). Schedule 5.01(o) sets forth a list of all insurance maintained by each Loan Party on the Effective Date.

(p) Use of Proceeds. The proceeds of (a) the Term Loan A and the Term Loan A-1 shall be used to fund working capital and provide for general corporate purposes of the Borrower and its Subsidiaries (including, without limitation, to fund acquisitions and originations (consistent with the requirements of Section 5.01(l))), and (b) the Term Loan B shall be used to fund (i) Permitted Acquisitions and (ii) Permitted Originations.

(q) Solvency; No Fraudulent Transfer. After giving effect to the transactions contemplated by this Agreement and before and after giving effect to each Loan, (x) the Borrower, (y) its Insurance Subsidiaries (taken as a whole), and (z) its Subsidiaries (taken as a whole) are Solvent. No transfer of property is being made by any Loan Party or any Insurance Subsidiary and no obligation is being incurred by any Loan Party or any Insurance Subsidiary in connection with the transactions contemplated by this Agreement or the other Loan Documents with the intent to hinder, delay, or defraud either present or future creditors of such Loan Party or any Insurance Subsidiary.

(r) Investment Company Act. None of the Loan Parties or any Insurance Subsidiary is (i) an "investment company" or an "affiliated person" or "promoter" of, or "principal underwriter" of or for, an "investment company", as such terms are defined in the Investment Company Act of 1940, as amended, or (ii) subject to regulation under any Requirement of Law that limits in any respect its ability to incur Indebtedness or which may otherwise render all or a portion of the Obligations unenforceable.

(s) Employee and Labor Matters. Except any matter which could not reasonably be expected to have a Material Adverse Effect, the Borrower and its Subsidiaries have complied with all Requirements of Law relating to employee and labor matters.

(t) Anti-Terrorism Laws. (i) None of the Loan Parties nor any of their Subsidiaries is in violation of any Anti-Terrorism Law or engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the Anti-Terrorism Laws, (ii) none of the Loan Parties nor any of their Subsidiaries is any of the following (each a "Blocked Person"): (A) a Person that is prohibited pursuant to any of the OFAC Sanctions Programs, including a Person named on OFAC's list of Specially Designated Nationals and Blocked Persons; (B) a Person that is owned or controlled by, or that owns or controls, or that is acting for or on behalf of, any Person described in subclause (A), above; (C) a Person with which any Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (D) a Person that is affiliated or associated with a Person described in subclauses (A) through (C), above, (iii) none of the Loan Parties nor any of their Subsidiaries. (i) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Blocked Person, or (ii) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to any OFAC Sanctions Programs.



(u) Reorganization Matters. Since the entry of the Confirmation Order, there have been no modifications, amendments, revisions or restatements of the Plan of Reorganization that are adverse to the interests of the Agent or any Lender (in any capacity, including, without limitation, as a pre-petition creditor of Borrower), except those approved by the Lenders. The Confirmation Order, confirming the Plan of Reorganization, has been entered by the Bankruptcy Court and has not been stayed pending any appeal.

## ARTICLE VI

### COVENANTS OF THE LOAN PARTIES

Section 6.01 Affirmative Covenants. So long as any principal of or interest on any Loan or any other Obligation (whether or not due) shall remain unpaid or any Lender shall have any Term Loan A Commitment, Term Loan A-1 Commitment or Term Loan B Commitment hereunder, each Loan Party will, unless the Required Lenders shall otherwise consent in writing:

(a) Reporting Requirements. Furnish to the Agent:

(i) as soon as available and in any event within 45 days after the end of each of the first three fiscal quarters of each Fiscal Year of the Borrower and its Subsidiaries commencing with the first fiscal quarter of the Borrower and its Subsidiaries ending after the Effective Date, consolidated financial statements of the Borrower and its Subsidiaries and financial statements by business unit (including in each case balance sheets, statements of operations and retained earnings and statements of cash flows of the Borrower and its Subsidiaries) as at the end of such quarter and for the period commencing at the end of the immediately preceding Fiscal Year and ending with the end of such quarter, and setting forth in each case in comparative form the figures for the corresponding date or period set forth in the financial statements for the immediately preceding Fiscal Year all in reasonable detail and certified by an Authorized Officer of the Borrower as fairly presenting, in all material respects, the financial position of the Borrower and its Subsidiaries as of the end of such quarter and the results of operations and cash flows of the Borrower and its Subsidiaries for such quarter, in accordance with GAAP (and where applicable SAP) applied in a manner consistent with that of the most recent audited financial statements of the Borrower and its Subsidiaries furnished to the Agent and the Lenders, subject to the absence of footnotes and normal year-end adjustments;

(ii) as soon as available, and in any event within 90 days after the end of each Fiscal Year of Borrower and its Subsidiaries (unless the Borrower is subject to SEC filing requirements mandating a shorter period for the delivery of Form 10-K, in which case the time period for delivery hereunder shall be such shorter period) consolidated balance sheets, consolidated statements of operations and retained earnings and consolidated statements of cash flows of the Borrower and its Subsidiaries as at the end of such Fiscal Year, setting forth in each case in comparative form the figures for the corresponding date or period set forth in the financial statements for the immediately preceding Fiscal Year, all in reasonable detail and prepared in accordance with GAAP (and where applicable, SAP), and accompanied by a report and an unqualified opinion, prepared in accordance with generally accepted auditing standards, of independent certified public accountants of recognized standing selected by the Borrower and

satisfactory to the Required Lenders (which opinion shall be without (A) a "going concern" or like qualification or exception, or (B) any qualification or exception as to the scope of such audit);

(iii) as soon as available, and in any event within 30 days after the end of each fiscal month of the Borrower and its Subsidiaries commencing with the first fiscal month of the Borrower and its Subsidiaries ending after the Effective Date, internally prepared consolidated financial statements of the Borrower and its Subsidiaries and financial statements by business unit (including in each case balance sheets, statements of operations and retained earnings and statements of cash flows of the Borrower and its Subsidiaries) as at the end of such fiscal month, and for the period commencing at the end of the immediately preceding Fiscal Year and ending with the end of such fiscal month, and setting forth in each case in comparative form the figures for the corresponding date or period set forth in the financial statements for the immediately preceding Fiscal Year (it being understood that the requirement for such "comparative form" shall not commence until the first month following the one year anniversary of the Effective Date) all in reasonable detail and certified by an Authorized Officer of the Borrower as fairly presenting, in all material respects, the financial position of the Borrower and its Subsidiaries as at the end of such fiscal month and the results of operations, retained earnings and cash flows of the Borrower and its Subsidiaries for such fiscal month;

(iv) simultaneously with the delivery of the financial statements of the Borrower and its Subsidiaries required by clauses (i), (ii) and (iii) of this Section 6.01(a), a certificate of an Authorized Officer of the Borrower (A) certifying that he has no knowledge of, the existence during such period of an Event of Default or Default or, if an Event of Default or Default existed, describing the nature and period of existence thereof and the action which the Borrower and its Subsidiaries propose to take or have taken with respect thereto and (B) in the case of deliveries pursuant to Section 6.01(a)(i), attaching a schedule showing the calculation of the financial covenant specified in Section 6.03(a), and in the case of deliveries pursuant to Section 6.01(a)(ii), attaching a schedule showing the calculation of the financial covenants specified in Sections 6.03(a) and 6.03(b);

(v) promptly after the commencement thereof but in any event not later than five (5) Business Days after service of process with respect thereto on, or the obtaining of knowledge thereof by, any Loan Party or any Insurance Subsidiary, notice of each action, suit or proceeding before any court or other Governmental Authority or other regulatory body or any arbitrator which, if adversely determined, could reasonably be expected to have a Material Adverse Effect;

(vi) promptly after the sending thereof, copies of all statements, reports and other information any Loan Party or any Insurance Subsidiary sends to any holders of its securities or with any insurance-related Governmental Authority (other than statements filed with the SEC or any national (domestic or foreign) securities exchange);

(vii) promptly upon receipt thereof, copies of all financial reports (including, without limitation, management letters), if any, submitted to any Loan Party or any Insurance Subsidiary by its auditors in connection with any annual or interim audit of the books thereof;

(viii) promptly (and, in any event, within three (3) Business Days of the occurrence thereof) written notice of (x) any Default or Event of Default, specifying the nature and extent thereof and the corrective action (if any) taken or proposed to be taken with respect thereto, and (y) the filing or commencement of, or any written threat or notice of intention of any person to file or commence, any action, suit, litigation or proceeding, whether at law or in equity by or before any Governmental Authority, (A) against any Loan Party or any Insurance Subsidiary or any Affiliate thereof that could reasonably be expected to result in a Material Adverse Effect or (B) with respect to any Loan Document;

(ix) promptly upon any significant developments with respect thereto or promptly after the reasonable request of Agent (such request not to exceed 4 times per Fiscal Year), a Lien Update; and

(x) No later than 30 days prior to the end of each Fiscal Year: (A) projected quarterly balance sheets, income statements and statements of cash flows of the Borrower and its Subsidiaries, for the following Fiscal Year and (B) projected annual balance sheets, income statements and statements of cash flows of the Borrower and its Subsidiaries for the following Fiscal Year, which projected financial statements shall be updated from time to time.

It is understood by the parties hereto that comparative reporting to the extent provided above shall not require any comparisons with any periods ending prior to the Effective Date.

(b) Additional Guaranties and Collateral Security. Cause:

(i) each Subsidiary of any Loan Party not in existence on the Effective Date, to execute and deliver to the Agent promptly and in any event within 3 days after the formation, acquisition or change in status thereof, (A) a joinder to this Agreement for the purposes set forth therein, including, without limitation, becoming a Guarantor hereunder, (B) a supplement to the Security Agreement, together with (x) certificates evidencing all of the Equity Interests of any Person owned by such Subsidiary, (y) undated stock powers executed in blank with signature guaranteed, and (z) such opinion of counsel and such approving certificate of such Subsidiary as the Agent may reasonably request in respect of complying with any legend on any such certificate or any other matter relating to such shares, and (C) such other agreements, instruments, approvals, legal opinions or other documents reasonably requested by the Agent in order to create, perfect, establish the first priority of or otherwise protect any Lien purported to be covered by any such Security Agreement, or otherwise to effect the intent that such Subsidiary shall become bound by all of the terms, covenants and agreements contained in the Loan Documents and that all property and assets of such Subsidiary shall become Collateral for the Obligations (including, without limitation, a contribution agreement and an intercompany subordination agreement and any cash management or control agreements); it being understood that the foregoing requirements set forth in clauses (A), (B) and (C) shall not be applicable with respect to any Insurance Subsidiary or any Regulated Insurance Assets to the extent any insurance-related Governmental Authority does not permit any of the requirements of clauses (A), (B) and/or (C) to be satisfied, in each case, subject to the requirement that the Loan Parties shall, and shall cause its Subsidiaries to, use commercially reasonable efforts diligently pursued to obtain approval from the applicable Governmental Authority to grant the Agent the security

interests and guaranties as set forth in this subsection (b) (with such commercially reasonable efforts to be reported to Agent on Lien Updates); and

Notwithstanding the foregoing, no Foreign Subsidiary shall be required to become a Guarantor hereunder (and, as such, shall not be required to deliver the documents required by clause (i) above); provided, however, that if the Equity Interests of such Foreign Subsidiary are owned by a Loan Party, such Loan Party shall deliver, all such documents, instruments, agreements (including, without limitation, at the reasonable request of the Agent, a pledge agreement governed by the laws of the jurisdiction of organization of such Foreign Subsidiary), and certificates described in clause (ii) above to the Agent, and take all commercially reasonable actions reasonably requested by the Agent or otherwise necessary to grant and to perfect a first-priority Lien (subject to Permitted Liens) in favor of the Agent, for the benefit of the Agent and the Lenders, in 65% of the voting Equity Interests of such Foreign Subsidiary and 100% of all other Equity Interests of such Foreign Subsidiary owned by such Loan Party.

(c) Compliance with Laws, Etc. Comply, and cause each of its Subsidiaries to comply, with all Requirements of Law, judgments and awards (including any settlement of any claim that, if breached, could give rise to any of the foregoing) except to the extent such failure could not reasonably be expected to have a Material Adverse Effect.

(d) Preservation of Existence, Etc. Except as permitted by Section 6.02(c), maintain and preserve, and cause each of its Subsidiaries to maintain and preserve, its existence, rights and privileges, and become or remain, and cause each of its Subsidiaries to become or remain, duly qualified and in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary, except to the extent that the failure to be so qualified could not reasonably be expected to have a Material Adverse Effect.

(e) Keeping of Records and Books of Account. Keep, and cause each of its Subsidiaries to keep, adequate records and books of account, with complete entries made to permit the preparation of financial statements in accordance with GAAP or SAP, as applicable.

(f) Board of Directors. Consistent with the Borrower's certificate of incorporation and/or bylaws, and as consistent with applicable law, cause (i) the Lender Board Representative to be a member of the board of directors of the Borrower at all times, and (ii) the board of directors of the Borrower to consist of no more than five members at all times, without the prior written consent of the Required Lenders.

(g) Maintenance of Properties, Etc. Maintain and preserve, and cause each of its Subsidiaries to maintain and preserve, all of its material properties which are necessary in the proper conduct of its business in good working order and condition, ordinary wear and tear and casualty excepted.

(h) Maintenance of Insurance. Maintain, and cause each of its Subsidiaries to maintain, insurance with responsible and reputable insurance companies (with a Best Financial Strength Rating of at least A+, unless otherwise reasonably approved by the

Agent) (including, without limitation, comprehensive general liability, hazard, rent, executive liability (including directors and officers insurance) and business interruption insurance).

(i) Obtaining of Permits, Etc. Obtain, maintain and preserve, and cause each of its Subsidiaries to obtain, maintain and preserve, and take all necessary action to timely renew, all permits, licenses, authorizations, approvals, entitlements and accreditations which are necessary in the proper conduct of its business, in each case, except to the extent such failure could not reasonably be expected to have a Material Adverse Effect.

(j) Further Assurances. Take such action and execute, acknowledge and deliver, and cause each of its Subsidiaries to take such action and execute, acknowledge and deliver, at its sole cost and expense, such agreements, instruments or other documents as the Agent may reasonably require from time to time in order (i) to carry out more effectively the purposes of this Agreement and the other Loan Documents, (ii) to subject to valid and perfected first priority Liens any of the Collateral or any other property of any Loan Party and its Subsidiaries, and (iii) to establish and maintain the validity and effectiveness of any of the Loan Documents and the validity, perfection and priority of the Liens intended to be created thereby.

(k) Fiscal Year. Cause the Fiscal Year of the Borrower and its Subsidiaries to end on December 31 of each calendar year unless the Agent consents to a change in such Fiscal Year (and appropriate related changes to this Agreement).

Section 6.02 Negative Covenants. So long as any principal of or interest on any Loan or any other Obligation (whether or not due) shall remain unpaid or any Lender shall have any Commitment hereunder, each Loan Party shall not, unless the Required Lenders shall otherwise consent in writing:

(a) Liens, Etc. Create, incur, assume or suffer to exist, or permit any of its Subsidiaries to create, incur, assume or suffer to exist, any Lien upon or with respect to any of its properties, whether now owned or hereafter acquired, other than Permitted Liens.

(b) Indebtedness. Create, incur, assume, guarantee or suffer to exist, or otherwise become or remain liable with respect to, or permit any of its Subsidiaries to create, incur, assume, guarantee or suffer to exist or otherwise become or remain liable with respect to, any Indebtedness other than Permitted Indebtedness.

(c) Fundamental Changes; Dispositions. Wind-up, liquidate or dissolve, or merge, consolidate or amalgamate with any Person, or convey, sell, lease or sublease, transfer or otherwise dispose of, whether in one transaction or a series of related transactions, all or any part of its business, property or assets, whether now owned or hereafter acquired (or agree to do any of the foregoing), or permit any of its Subsidiaries to do any of the foregoing, other than (x) Permitted Dispositions and (y) the transfer by the Borrower to the Protected Cell of the assets transferred to it by WMMRC, if any, in connection with the Insurance Book Closing, as contemplated by the definition thereof, provided, however, that (i) any wholly-owned direct or indirect Subsidiary of any Loan Party (other than the Borrower) may be merged into such Loan Party or another wholly-owned direct or indirect Subsidiary of

such Loan Party, or may consolidate with another wholly-owned direct or indirect Subsidiary of such Loan Party, so long as (A) no other provision of this Agreement would be violated thereby, (B) such Loan Party gives the Agent at least 30 days' prior written notice of such merger or consolidation, (C) no Default or Event of Default shall have occurred and be continuing either before or after giving effect to such transaction, (D) the Lenders' rights in any Collateral, including, without limitation, the existence, perfection and priority of any Lien thereon, are not adversely affected by such merger or consolidation and (E) the surviving Subsidiary, if any, if not already a Loan Party, is joined as a Loan Party as a Guarantor and is a party to a Security Agreement, and the Equity Interests of such Subsidiary is the subject of a Security Agreement, in each case, which is in full force and effect on the date of and immediately after giving effect to such merger or consolidation (it being understood that no Insurance Subsidiary shall merge with any other Subsidiary).

(d) Change in Nature of Business. Make, or permit any of its Subsidiaries to make, any change in the nature of its business as described in Section 5.01(l).

(e) Loans, Advances, Investments, Etc. Make or commit or agree to make or permit any of its Subsidiaries make or commit or agree to make, any Investment in any other Person except for Permitted Investments.

(f) Restricted Payments. (i) Declare or pay any dividend or other distribution, direct or indirect, on account of any Equity Interests of any Loan Party or any of its Subsidiaries, now or hereafter outstanding (a "Dividend"), (ii) make any repurchase, redemption, retirement, defeasance, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any Equity Interests of any Loan Party or any direct or indirect parent of any Loan Party, now or hereafter outstanding, (iii) make any payment to retire, or to obtain the surrender of, any outstanding warrants, options or other rights for the purchase or acquisition of shares of any class of Equity Interests of any Loan Party, now or hereafter outstanding, (iv) return any Equity Interests to any shareholders or other equity holders of any Loan Party or any of its Subsidiaries, or make any other distribution of property, assets, shares of Equity Interests, warrants, rights, options, obligations or securities thereto as such or (v) pay any management fees or any other fees or expenses (including the reimbursement thereof by any Loan Party or any of its Subsidiaries) pursuant to any management, consulting or other services agreement to any of the shareholders or other equityholders of any Loan Party or any of its Subsidiaries or other Affiliates, or to any other Subsidiaries or Affiliates of any Loan Party other than another Loan Party; provided, however, that (w) the Loan Parties may declare or pay Dividends to any other Loan Party, (x) the Borrower may declare and pay Dividends to its equityholders in an aggregate amount not to exceed 50% of Consolidated Net Income of the Loan Parties for such Fiscal Year (commencing with the Fiscal Year ending December 31, 2012) less, to the extent that Consolidated Net Income for the period from the Effective Date through the end of the prior Fiscal Year is a negative number (deficit), an amount equal to such negative number (deficit); and provided, further that so long as after giving effect thereto, no Default or Event of Default shall have occurred and be continuing and the certificate required under Section 6.01(a)(iv) has been delivered (for the avoidance of doubt Restricted Disposition Proceeds and amounts deposited into a controlled account in connection with the exercise of the Cure Rights shall be excluded in calculating dividends permitted to be paid pursuant to this proviso), (y) WMMRC

may pay the Dividends to the Borrower permitted by Section 6.02(o) hereof, and (z) the Protected Cell may pay the Dividends to the Borrower permitted by Section 6.02(q) hereof.

(g) Federal Reserve Regulations. Permit any Loan or the proceeds of any Loan under this Agreement to be used for any purpose that would cause such Loan to be a margin loan under the provisions of Regulation T, U or X of the Board.

(h) Transactions with Affiliates. Enter into, renew, extend or be a party to, or permit any of its Subsidiaries to enter into, renew, extend or be a party to, any transaction or series of related transactions (including, without limitation, the purchase, sale, lease, transfer or exchange of property or assets of any kind or the rendering of services of any kind) with any Affiliate, except (i) transactions consummated in the ordinary course of business in a manner and to an extent necessary or desirable for the prudent operation of its business, for fair consideration and on terms no less favorable to it or its Subsidiaries than would be obtainable in a comparable arm's length transaction with a Person that is not an Affiliate thereof, and that are fully disclosed to the Agent prior to the consummation thereof, if they involve one or more payments by the Borrower or any of its Subsidiaries in excess of \$250,000 for any single transaction or series of related transactions, (ii) transactions with another Loan Party, (iii) transactions permitted by Section 6.02(e) and Section 6.02(f), and (iii) the transfer by the Borrower to the Protected Cell of the assets transferred to it by WMMRC, if any, in connection with the Insurance Book Closing, as contemplated by the definition thereof.

(i) Limitations on Dividends and Other Payment Restrictions Affecting Subsidiaries. Create or otherwise cause, incur, assume, suffer or permit to exist or become effective any consensual encumbrance or restriction of any kind on the ability of any Subsidiary of any Loan Party (i) to pay dividends or to make any other distribution on any shares of Equity Interests of such Subsidiary owned by any Loan Party or any of its Subsidiaries, (ii) to pay or prepay or to subordinate any Indebtedness owed to any Loan Party or any of its Subsidiaries, (iii) to make loans or advances to any Loan Party or any of its Subsidiaries or (iv) to transfer any of its property or assets to any Loan Party or any of its Subsidiaries, or permit any of its Subsidiaries to do any of the foregoing; provided, however, that nothing in any of clauses (i) through (iv) of this Section 6.02(i) shall prohibit or restrict compliance with:

(A) this Agreement, the other Loan Documents and the Run-Off Notes Documents (as in effect on the date hereof);

(B) any applicable law, rule or regulation (including, without limitation, applicable currency control laws and applicable state corporate statutes restricting the payment of dividends in certain circumstances);

(C) in the case of clause (iv), customary restrictions on the subletting, assignment or transfer of any specified property or asset set forth in a lease, license, asset sale agreement or similar contract for the conveyance of such property or asset; or

(D) in the case of clause (iv) any agreement, instrument or other document evidencing a Permitted Lien (or the Indebtedness secured thereby) from restricting on customary terms the transfer of any property or assets subject thereto.

(j) Modifications of Indebtedness, Organizational Documents and Certain Other Agreements; Etc.

(i) amend, modify or otherwise change (or permit the amendment, modification or other change in any manner of) any of the provisions of any of its or its Subsidiaries Indebtedness (other than the Run-Off Notes to the extent permitted thereby) or of any instrument or agreement (including, without limitation, any purchase agreement, indenture, loan agreement or security agreement) relating to any such Indebtedness unless such amendment, modification or change would be permitted by clause (i) of the definition of Permitted Indebtedness,

(ii) except for the Obligations, make any voluntary or optional payment (including, without limitation, any payment of interest in cash that, at the option of the issuer, may be paid in cash or in kind), prepayment, redemption, defeasance, sinking fund payment or other acquisition for value of any of its or its Subsidiaries' Indebtedness (including, without limitation, by way of depositing money or securities with the trustee therefor before the date required for the purpose of paying any portion of such Indebtedness when due), or refund, refinance, replace or exchange any other Indebtedness for any such Indebtedness (except to the extent such Indebtedness is otherwise expressly permitted by the definition of "Permitted Indebtedness"), make any payment, prepayment, redemption, defeasance, sinking fund payment or repurchase of any Subordinated Indebtedness in violation of the subordination provisions thereof or any subordination agreement with respect thereto, or make any payment, prepayment, redemption, defeasance, sinking fund payment or repurchase of any Indebtedness as a result of any asset sale, change of control, issuance and sale of debt or equity securities or similar event, or give any notice with respect to any of the foregoing; or

(iii) amend, modify or otherwise change any of the governing documents (including, without limitation, by the filing or modification of any certificate of designation, or any agreement or arrangement entered into by it) (A) of any Loan Party or Insurance Subsidiary, with respect to any of its Equity Interests (including any shareholders' agreement), or enter into any new agreement with respect to any of its Equity Interests, except any such amendments, modifications or changes or any such new agreements or arrangements pursuant to this clause (iii)(A) that are not materially adverse to the interests of the Agent or the Lenders, or (B) of the Borrower only, with respect to any provisions therein relating to the selection, removal and rights and obligations of the Lender Board Representative.

(k) Investment Company Act of 1940. Engage in any business, enter into any transaction, use any securities or take any other action or permit any of its Subsidiaries to do any of the foregoing, that would cause it or any of its Subsidiaries to become subject to the registration requirements of the Investment Company Act of 1940, as amended, by virtue of being an "investment company" or a company "controlled" by an "investment company" not entitled to an exemption within the meaning of such Act.



(l) ERISA. (i) Establish, sponsor, maintain, become a party or contribute to or become obligated to sponsor, maintain or contribute to any Multiemployer Plan or any defined benefit plan (or permit any of its ERISA Affiliates to do any of the foregoing) or (ii) adopt or permit any ERISA Affiliate to adopt any employee welfare benefit plan within the meaning of Section 3(1) of ERISA which provides benefits to employees after termination of employment other than as required by Section 601 of ERISA or applicable law.

(m) Limitations on Negative Pledges. Enter into, incur or permit to exist, or permit any Subsidiary to enter into, incur or permit to exist, directly or indirectly, any agreement that prohibits or restricts the ability of any Loan Party or any Subsidiary of any Loan Party to create, incur or permit to exist any Lien upon any of its property or revenues, whether now owned or hereafter acquired, except the following: (i) this Agreement, the other Loan Documents, and the Run-Off Notes Documents, (ii) restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by Section 6.02(a) of this Agreement if such restrictions or conditions apply only to the property or assets securing such Indebtedness, and (iii) customary provisions in leases restricting the assignment or sublet thereof.

(n) Anti-Terrorism Laws. None of the Loan Parties, nor any of their Affiliates or agents shall: (i) conduct any business or engage in any transaction or dealing with any Blocked Person, including the making or receiving any contribution of funds, goods or services to or for the benefit of any Blocked Person, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the OFAC Sanctions Programs or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in the OFAC Sanctions Programs, the USA PATRIOT Act or any other Anti-Terrorism Law. None of the Loan Parties shall knowingly cause or permit (i) a Blocked Person to have any direct or indirect interest in or benefit of any nature whatsoever in the Loan Parties or (ii) any of the funds or properties of the Loan Parties that are used to repay the Loans to constitute property of, or be beneficially owned directly or indirectly by, an Blocked Person. The Loan Parties shall deliver to the Lenders any certification or other evidence requested from time to time by any Lender in its reasonable discretion, confirming the Loan Parties' compliance with this Section 6.02(n).

(o) WMMRC. Permit WMMRC to engage in any business or activity other than: (i) the performance of its obligations, if any, under or pursuant to the Run-Off Notes Documents, (ii) the performance of its obligations under any contracts relating to the Run-Off Proceeds, (iii) the granting of Permitted Liens described under clause (p) of the definition thereof, if any, on the Run-Off Proceeds, (iv) (x) the transfer of assets contemplated by the definition of Insurance Book Closing in connection therewith to the Protected Cell or to the Borrower, and (y) the payment of Dividends on account of the Run-Off Proceeds to the Borrower prior to the occurrence of the Insurance Book Closing, (v) the Insurance Book Closing, (vi) at any time after the Insurance Book Closing, and in compliance (to the extent applicable) with the requisites of Section 6.01(b), WMMRC New Business, and (vii) any activity reasonably incidental to any of the foregoing.

(p) Negative Pledge and Lien Requirements. Fail to comply with the Negative Pledge Requirement or with any Lien Requirement.

(q) Protected Cell. Permit the Protected Cell to engage in any business or activity other than: (i) the performance of its obligations, if any, under or pursuant to the Run-Off Notes Documents, (ii) the performance of its obligations under any contracts relating to the Run-Off Proceeds, (iii) the granting of Permitted Liens described under clause (p) of the definition thereof, if any, on the Run-Off Proceeds, (iv) the payment of Dividends on account of the Run-Off Proceeds to the Borrower after the occurrence of the Insurance Book Closing, and (v) any activity reasonably incidental to any of the foregoing.

Section 6.03 Financial Covenants. So long as any principal of or interest on any Loan or any other Obligation (whether or not due) shall remain unpaid or any Lender shall have any Commitment hereunder, each Loan Party shall not, unless the Required Lenders shall otherwise consent in writing:

(a) Interest Coverage Ratio. Permit the Interest Coverage Ratio of the Borrower and its Subsidiaries for any period of 12 consecutive fiscal months as of the last day of any fiscal quarter of the Borrower and its Subsidiaries which ends on a date set forth below (or such shorter period as follows: (x) if the first Loan advance is made within the first forty-five (45) days of the quarter, for the period from the first date of the fiscal quarter in which the first Loan advance is made through such date or (y) if the first Loan advance is made on the forty-sixth (46<sup>th</sup>) day of the quarter or later, for the period from the first day of the next fiscal quarter and ending at the date set forth below) to be less than the amount set forth opposite such date:

<u>Fiscal Quarter End</u>	<u>Interest Coverage Ratio</u>
March 31, 2012 (or if the first Loan advance is later (x) but within the first forty-five (45) days of the quarter, then the quarter ending on or after the date of such first advance or (y) if on the forty-sixth (46 <sup>th</sup> ) day of the quarter or later, then the quarter ending after the quarter in which such advance is made) and as of the last day of each fiscal quarter thereafter until March 31, 2014	1.30 to 1.00
June 30, 2014 and as of the last day of each fiscal quarter thereafter	1.50 to 1.00

provided, however, that if the Borrower at any time makes borrowings under the Term Loan B in respect of Permitted Originations, on and after such time, the Interest Coverage Ratio of the Borrower and its Subsidiaries in respect of any fiscal quarter ending March 31, 2012 through March 31, 2014 shall not be less than 1.35 to 1.00 at the end of any such fiscal quarter.

(b) Business Performance Test. Permit the Borrower and its Subsidiaries as of the last day of any Fiscal Year of the Borrower and its Subsidiaries to be in violation of both clause (a) and clause (b) of the definition of "Business Performance Test", it being understood that no Loan Party shall be in violation of this covenant if the Borrower and its Subsidiaries meet the criteria set forth in at least one of the clauses of the definition of "Business Performance Test".

(c) Certain Cure Rights. Notwithstanding anything to the contrary contained in this Section 6.03, in the event that any Loan Party would otherwise be in default of any financial covenant set forth in this Section 6.03, until the 10th day subsequent to delivery of the related Certificate of Authorized Officer pursuant to Section 6.01(a)(iv), the Borrower shall have the right, but in any event no more than two times in any twelve-month period (and not more than four times before the Final Maturity Date to exercise the Cure Right.

## **ARTICLE VII**

### **EVENTS OF DEFAULT**

Section 7.01 Events of Default. If any of the following Events of Default shall occur and be continuing:

(a) the Borrower shall fail to pay any principal of or interest (with respect to interest only, within three (3) days after the due date thereof) on any Loan, or any fee, indemnity or other amount payable under this Agreement or any other Loan Document when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise);

(b) any representation or warranty (after giving effect to any materiality qualifiers contained therein) made or deemed made in connection with or pursuant to any Loan Document shall have been incorrect or misleading in any material respect when made or deemed made.

(c) any Loan Party shall fail to perform or comply with any covenant or agreement contained in (i) Sections 6.01(a), 6.01(c), 6.01(d), 6.01(f), 6.02 or 6.03, or (ii) Sections \_\_\_\_\_ of the Security Agreement to which it is a party (beyond any grace period provided therein);

(d) any Loan Party shall fail to perform or comply with any other term, covenant or agreement contained in any Loan Document to be performed or observed by it and, except as set forth in subsections (a), (b) and (c) of this Section 7.01, such failure, if capable of being remedied, shall remain unremedied for ten (10) Business Days after the earlier of the date a senior officer of any Loan Party becomes aware of such failure and the date written notice of such default shall have been given by the Agent to such Loan Party;

(e) the Borrower or any of its Subsidiaries shall fail to pay any of its Indebtedness (excluding Indebtedness evidenced by this Agreement) in excess of \$250,000, or any payment of principal, interest or premium thereon, when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Indebtedness, or any other default under any agreement or instrument relating to any such Indebtedness, or any other event, shall occur and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such default or event is to accelerate, or to permit the acceleration of, the maturity of such Indebtedness; or any such Indebtedness shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required prepayment), redeemed, purchased or defeased or an offer to prepay, redeem, purchase or defease such Indebtedness shall be required to be made, in each case, prior to the stated maturity thereof;

(f) the Borrower or any of its Subsidiaries (i) shall institute any proceeding or voluntary case seeking to adjudicate it bankrupt or insolvent, or seeking dissolution, liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for any such Person or for any substantial part of its property, (ii) shall be generally not paying its debts as such debts become due or shall admit in writing its inability to pay its debts generally, (iii) shall make a general assignment for the benefit of creditors, or (iv) shall take any action to authorize or effect any of the actions set forth above in this subsection (f);

(g) any proceeding shall be instituted against the Borrower or any of its Subsidiaries seeking to adjudicate it bankrupt or insolvent, or seeking dissolution, liquidation, winding up, reorganization, arrangement, adjustment, protection, relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for any such Person or for any substantial part of its property, and either such proceeding shall remain undismissed or unstayed for a period of 30 days or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against any such Person or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property) shall occur;

(h) one or more judgments, orders or awards (or any settlement of any claim that, if breached, could result in a judgment, order or award) for the payment of money exceeding \$250,000 in the aggregate shall be rendered against the Borrower or any of its Subsidiaries, unless stayed or bonded pending appeal;

(i) except as expressly permitted pursuant to Section 6.02(c), unless the Required Lenders consent in writing, the Borrower or any of its Subsidiaries dissolves, or suspends or discontinues an existing business;

(j) the Borrower or any of its Subsidiaries is prohibited or otherwise restrained from conducting the business theretofore conducted by it in any manner that has or could reasonably be expected to result in a Material Adverse Effect by virtue of

any determination, ruling, decision, decree or order of any court or Governmental Authority of competent jurisdiction;

(k) (i) the indictment of the Borrower or any of its Subsidiaries under any criminal statute, or the commencement of criminal proceedings against the Borrower or any of its Subsidiaries or (ii) an adverse finding in any civil proceeding against the Borrower or any of its Subsidiaries, pursuant to which statute or proceedings the penalties or remedies sought or available include forfeiture to any Governmental Authority of any material portion of the property of such Person; or

(l) a Change of Control shall have occurred, except that a transaction where the proceeds of such transaction are used to indefeasibly pay all Obligations in full in cash upon the consummation thereof (and all remaining Term Loan Commitments are terminated contemporaneously therewith) shall not be deemed a Change of Control for purposes of this Section 7.01(l);

then, and in any such event, the Agent may, and shall at the request of the Required Lenders, (i) terminate or reduce all Term Loan A Commitments and/or all Term Loan B Commitments, and upon the request of the Term Loan A-1 Lenders terminate the Term Loan A-1 Commitments whereupon all such Term Loan A Commitments, such Term Loan A-1 Commitments and/or Term Loan B Commitments shall immediately be so terminated or reduced, (ii) declare all or any portion of the Loans then outstanding to be due and payable, whereupon all or such portion of the aggregate principal of all Loans, all accrued and unpaid interest thereon, all fees and all other amounts payable under this Agreement and the other Loan Documents shall become due and payable immediately, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by each Loan Party and (iii) exercise any and all of its other rights and remedies under applicable law, hereunder and under the other Loan Documents; provided, however, that upon the occurrence of any Event of Default described in subsection (f) or (g) of this Section 7.01 with respect to any Loan Party, without any notice to any Loan Party or any other Person or any act by the Agent or any Lender, all Term Loan A Commitments, Term Loan A-1 Commitments and Term Loan B Commitments shall automatically terminate and all Loans then outstanding, together with all accrued and unpaid interest thereon, all fees and all other amounts due under this Agreement and the other Loan Documents shall become due and payable automatically and immediately, without presentment, demand, protest or notice of any kind, all of which are expressly waived by each Loan Party.

## **ARTICLE VIII**

### **AGENT**

Section 8.01 Appointment. Each Lender (and each subsequent maker of any Loan by its making thereof) hereby irrevocably appoints and authorizes the Agent to perform the duties of the Agent as set forth in this Agreement including: (i) to receive on behalf of each Lender any payment of principal of or interest on the Loans outstanding hereunder and all other amounts accrued hereunder for the account of the Lenders and paid to the Agent, and, subject to Section 2.02 of this Agreement, to distribute promptly to each Lender its Pro Rata Share of all payments so received; (ii) to distribute to each Lender copies of all material notices and

agreements received by the Agent and not required to be delivered to each Lender pursuant to the terms of this Agreement, provided that the Agent shall not have any liability to the Lenders for the Agent's inadvertent failure to distribute any such notices or agreements to the Lenders; (iii) to maintain, in accordance with its customary business practices, ledgers and records reflecting the status of the Obligations, the Loans, and related matters and to maintain, in accordance with its customary business practices, ledgers and records reflecting the status of the Collateral and related matters; (iv) to execute or file any and all financing or similar statements or notices, amendments, renewals, supplements, documents, instruments, proofs of claim, notices and other written agreements with respect to this Agreement or any other Loan Document; (v) to make the Loans for the Agent or on behalf of the applicable Lenders as provided in this Agreement or any other Loan Document; (vi) to perform, exercise, and enforce any and all other rights and remedies of the Lenders with respect to the Loan Parties, the Obligations, or otherwise related to any of same to the extent reasonably incidental to the exercise by the Agent of the rights and remedies specifically authorized to be exercised by the Agent by the terms of this Agreement or any other Loan Document; (vii) to incur and pay such fees necessary or appropriate for the performance and fulfillment of its functions and powers pursuant to this Agreement or any other Loan Document; and (viii) subject to Section 8.03 of this Agreement, to take such action as the Agent deems appropriate on its behalf to administer the Loans and the Loan Documents and to exercise such other powers delegated to the Agent by the terms hereof or the other Loan Documents (including, without limitation, the power to give or to refuse to give notices, waivers, consents, approvals and instructions and the power to make or to refuse to make determinations and calculations) together with such powers as are reasonably incidental thereto to carry out the purposes hereof and thereof. As to any matters not expressly provided for by this Agreement and the other Loan Documents (including, without limitation, enforcement or collection of the Loans), the Agent shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of the Required Lenders, and such instructions of the Required Lenders shall be binding upon all Lenders and all makers of Loans; provided, however, that the Agent shall not be required to take any action which, in the reasonable opinion of the Agent, exposes the Agent to liability or which is contrary to this Agreement or any other Loan Document or applicable law.

Section 8.02 Nature of Duties. The Agent shall have no duties or responsibilities except those expressly set forth in this Agreement or in the other Loan Documents. The duties of the Agent shall be mechanical and administrative in nature. The Agent shall not have by reason of this Agreement or any other Loan Document a fiduciary relationship in respect of any Lender. Nothing in this Agreement or any other Loan Document, express or implied, is intended to or shall be construed to impose upon the Agent any obligations in respect of this Agreement or any other Loan Document except as expressly set forth herein or therein. Each Lender shall make its own independent investigation of the financial condition and affairs of the Loan Parties in connection with the making and the continuance of the Loans hereunder and shall make its own appraisal of the creditworthiness of the Loan Parties and the value of the Collateral, and the Agent shall have no duty or responsibility, either initially or on a continuing basis, to provide any Lender with any credit or other information with respect thereto, whether coming into their possession before the initial Loan hereunder or at any time or times thereafter, provided that, upon the reasonable request of a Lender, the Agent shall provide to such Lender any documents or reports delivered to the Agent by the Loan Parties pursuant to the

terms of this Agreement or any other Loan Document. If the Agent seeks the consent or approval of the Required Lenders to the taking or refraining from taking any action hereunder, the Agent shall send notice thereof to each Lender. The Agent shall promptly notify each Lender any time that the Required Lenders have instructed the Agent to act or refrain from acting pursuant hereto.

Section 8.03 Rights, Exculpation, Etc. The Agent and its directors, officers, agents or employees shall not be liable for any action taken or omitted to be taken by them under or in connection with this Agreement or the other Loan Documents, except for their own gross negligence or willful misconduct as determined by a final judgment of a court of competent jurisdiction. Without limiting the generality of the foregoing, the Agent (i) may treat the payee of any Loan as the owner thereof until the Agent receives written notice of the assignment or transfer thereof, pursuant to Section 10.07 hereof, signed by such payee and in form satisfactory to the Agent; (ii) may consult with legal counsel (including, without limitation, counsel to the Agent or counsel to the Loan Parties), independent public accountants, and other experts selected by any of them and shall not be liable for any action taken or omitted to be taken in good faith by any of them in accordance with the advice of such counsel or experts; (iii) make no warranty or representation to any Lender and shall not be responsible to any Lender for any statements, certificates, warranties or representations made in or in connection with this Agreement or the other Loan Documents; (iv) shall not have any duty to ascertain or to inquire as to the performance or observance of any of the terms, covenants or conditions of this Agreement or the other Loan Documents on the part of any Person, the existence or possible existence of any Default or Event of Default, or to inspect the Collateral or other property (including, without limitation, the books and records) of any Person; (v) shall not be responsible to any Lender for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto; and (vi) shall not be deemed to have made any representation or warranty regarding the existence, value or collectibility of the Collateral, the existence, priority or perfection of the Agent's Lien thereon, or any certificate prepared by any Loan Party in connection therewith, nor shall the Agent be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral. The Agent shall not be liable for any apportionment or distribution of payments made in good faith pursuant to Section 3.03, and if any such apportionment or distribution is subsequently determined to have been made in error the sole recourse of any Lender to whom payment was due but not made, shall be to recover from other Lenders any payment in excess of the amount which they are determined to be entitled. The Agent may at any time request instructions from the Lenders with respect to any actions or approvals which by the terms of this Agreement or of any of the other Loan Documents the Agent is permitted or required to take or to grant, and if such instructions are promptly requested, the Agent shall be absolutely entitled to refrain from taking any action or to withhold any approval under any of the Loan Documents until they shall have received such instructions from the Required Lenders. Without limiting the foregoing, no Lender shall have any right of action whatsoever against the Agent as a result of the Agent acting or refraining from acting under this Agreement or any of the other Loan Documents in accordance with the instructions of the Required Lenders.

Section 8.04 Reliance. The Agent shall be entitled to rely upon any written notices, statements, certificates, orders or other documents or any telephone message believed by

it in good faith to be genuine and correct and to have been signed, sent or made by the proper Person, and with respect to all matters pertaining to this Agreement or any of the other Loan Documents and its duties hereunder or thereunder, upon advice of counsel selected by it.

Section 8.05 Indemnification. To the extent that the Agent is not reimbursed and indemnified by any Loan Party, the Lenders will, within five (5) Business Days of written demand by the Agent, reimburse and indemnify the Agent from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses (including, without limitation, client charges and expenses of counsel or any other advisor to the Agent), advances or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against the Agent in any way relating to or arising out of this Agreement or any of the other Loan Documents or any action taken or omitted by the Agent under this Agreement or any of the other Loan Documents, in proportion to each Lender's Pro Rata Share; provided, however, that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, advances or disbursements for which there has been a final judicial determination that such liability resulted from the Agent's gross negligence or willful misconduct. The obligations of the Lenders under this Section 8.05 shall survive the payment in full of the Loans and the termination of this Agreement.

Section 8.06 Agent Individually. With respect to its Pro Rata Share of the Total Commitment hereunder and the Loans made by it, the Agent shall have and may exercise the same rights and powers hereunder and is subject to the same obligations and liabilities as and to the extent set forth herein for any other Lender or maker of a Loan. The terms "Lenders" or "Required Lenders" or any similar terms shall, unless the context clearly otherwise indicates, include the Agent in its individual capacity as a Lender or one of the Required Lenders. The Agent and its Affiliates may accept deposits from, lend money to, and generally engage in any kind of banking, trust or other business with the Borrower as if it were not acting as an Agent pursuant hereto without any duty to account to the other Lenders.

Section 8.07 Successor Agent. (a) The Agent may resign from the performance of all its functions and duties hereunder and under the other Loan Documents at any time by giving at least thirty (30) Business Days' prior written notice to the Borrower and each Lender. Such resignation shall take effect upon the acceptance by a successor Agent of appointment pursuant to clauses (b) and (c) below or as otherwise provided below.

(b) Upon any such notice of resignation, the Required Lenders shall appoint a successor Agent. Upon the acceptance of any appointment as Agent hereunder by a successor Agent, such successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from its duties and obligations under this Agreement and the other Loan Documents. After the Agent's resignation hereunder as an Agent, the provisions of this Article VIII shall inure to its benefit as to any actions taken or omitted to be taken by it while it was an Agent under this Agreement and the other Loan Documents.

(c) If a successor Agent shall not have been so appointed within said thirty (30) Business Day period, the retiring Agent shall then appoint a successor Agent



who shall serve as an Agent until such time, if any, as the Required Lenders appoint a successor Agent as provided above.

Section 8.08 Agency for Perfection. The Agent and each Lender hereby appoints the Agent and each other Lender as agent and bailee for the purpose of perfecting the security interests in and Liens upon the Collateral in assets which, in accordance with Article 9 of the Uniform Commercial Code, can be perfected only by possession or control (or where the security interest of a secured party with possession or control has priority over the security interest of another secured party) and the Agent and each Lender hereby acknowledges that it holds possession of or otherwise controls any such Collateral for the benefit of the Agent and the Lenders as secured party. Should any Lender obtain possession or control of any such Collateral, such Lender shall notify the Agent thereof, and, promptly upon the Agent's request therefor shall deliver such Collateral to the Agent or in accordance with the Agent's instructions. In addition, the Agent shall also have the power and authority hereunder to appoint such other sub-agents as may be necessary or required under applicable state law or otherwise to perform its duties and enforce its rights with respect to the Collateral and under the Loan Documents. Each Loan Party, by its execution and delivery of this Agreement, hereby consents to the foregoing.

Section 8.09 No Reliance on the Agent's Customer Identification Program. Each Lender acknowledges and agrees that neither such Lender, nor any of its Affiliates, participants or assignees, may rely on the Agent to carry out such Lender's, Affiliate's, participant's or assignee's customer identification program, or other requirements imposed by the USA PATRIOT Act or the regulations issued thereunder, including the regulations set forth in 31 CFR § 103.121, as hereafter amended or replaced ("CIP Regulations"), or any other Anti-Terrorism Laws, including any programs involving any of the following items relating to or in connection with any of the Loan Parties, their Affiliates or their agents, the Loan Documents or the transactions hereunder or contemplated hereby: (1) any identity verification procedures, (2) any recordkeeping, (3) comparisons with government lists, (4) customer notices or (5) other procedures required under the CIP Regulations or other regulations issued under the USA PATRIOT Act. Each Lender, Affiliate, participant or assignee subject to Section 326 of the USA PATRIOT Act will perform the measures necessary to satisfy its own responsibilities under the CIP Regulations.

Section 8.10 No Third Party Beneficiaries. The provisions of this Article are solely for the benefit of the Agent and the Lenders, and no Loan Party shall have rights as a third party beneficiary of any of such provisions.

Section 8.11 No Fiduciary Relationship. It is understood and agreed that the use of the term "agent" herein or in any other Loan Document (or any other similar term) with reference to the Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine or any applicable law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties. In addition, it is understood and agreed that neither the Agent nor any Lender has any fiduciary or insider relationship with or duty to any Loan Party arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between Agent and Lenders, on one hand, and the Loan Parties, on the other hand, in connection herewith or therewith is solely that of debtor and creditor.

Section 8.12 Reports; Confidentiality; Disclaimers. By becoming a party to this Agreement, each Lender (subject to Section 10.18):

(a) is deemed to have requested<sup>7</sup> that the Agent furnish such Lender, promptly after it becomes available, a copy of each field audit or examination report with respect to the Borrower or any of its Subsidiaries (each, a "Report") prepared by or at the request of the Agent, and the Agent shall so furnish each Lender with each such Report,

(b) expressly agrees and acknowledges that the Agent (i) does not make any representation or warranty as to the accuracy of any Reports, and (ii) shall not be liable for any information contained in any Reports,

(c) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that the Agent or other party performing any audit or examination will inspect only specific information regarding the Borrower and its Subsidiaries and will rely significantly upon the Borrower's and its Subsidiaries' books and records, as well as on representations of their personnel, and

(d) agrees to keep all Reports and other material, non-public information regarding the Borrower and its Subsidiaries and their operations, assets, and existing and contemplated business plans in a confidential manner.

## **ARTICLE IX**

### **GUARANTY**

Section 9.01 Guaranty. Each Guarantor hereby jointly and severally and unconditionally and irrevocably guarantees the punctual payment when due and performance, whether at stated maturity, by acceleration or otherwise, of all Obligations of the Borrower now or hereafter existing under any Loan Document, whether for principal, interest (including, without limitation, all interest that accrues after the commencement of any Insolvency Proceeding of the Borrower, whether or not a claim for post-filing interest is allowed in such Insolvency Proceeding), fees, commissions, expense reimbursements, indemnifications or otherwise (such obligations, to the extent not paid by the Borrower, being the "Guaranteed Obligations"), and agrees to pay any and all expenses (including reasonable counsel fees and expenses) payable under Section 10.04 and all expenses incurred by the Agent and the Lenders in enforcing any rights under the guaranty set forth in this ARTICLE IX. Without limiting the generality of the foregoing, each Guarantor's liability shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by the Borrower to the Agent and the Lenders under any Loan Document but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Borrower. In no event shall the obligation of any Guarantor hereunder exceed the maximum amount such Guarantor could guarantee under any bankruptcy, insolvency or other similar law. Each of the Guarantors further agrees that the Guaranteed Obligations may be extended, increased or renewed, amended or modified, in whole or in part, without notice to, or further assent from, such Guarantor and that

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<sup>7</sup> To be confirmed with Agent.

such Guarantor will remain bound upon its guarantee hereunder notwithstanding any such extension, increase, renewal, amendment or modification of any Guaranteed Obligation.

Section 9.02 Guaranty Absolute. Each Guarantor jointly and severally guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the Loan Documents, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of the Agent and the Lenders with respect thereto. Each Guarantor agrees that this ARTICLE IX constitutes a guaranty of payment when due and not of collection and waives any right to require that any resort be made by the Agent or any Lender to any Collateral. The obligations of each Guarantor under this ARTICLE IX are independent of the Guaranteed Obligations, and a separate action or actions may be brought and prosecuted against each Guarantor to enforce such obligations, irrespective of whether any action is brought against any Loan Party or whether any Loan Party is joined in any such action or actions. The liability of each Guarantor under this ARTICLE IX shall be irrevocable, absolute and unconditional irrespective of, and each Guarantor hereby irrevocably waives any defenses it may now or hereafter have in any way relating to, any or all of the following:

(a) any lack of validity or enforceability of any Loan Document or any agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Guaranteed Obligations, or any other amendment or waiver of or any consent to departure from any Loan Document, including, without limitation, any increase in the Guaranteed Obligations resulting from the extension of additional credit to any Loan Party or otherwise;

(c) any taking, exchange, release or non-perfection of any Collateral, or any taking, release or amendment or waiver of or consent to departure from any other guaranty, for all or any of the Guaranteed Obligations;

(d) the existence of any claim, set-off, defense or other right that any Guarantor may have at any time against any Person, including, without limitation, the Agent or any Lender;

(e) any change, restructuring or termination of the corporate, limited liability company or partnership structure or existence of any Loan Party; or

(f) any other circumstance (including, without limitation, any statute of limitations) or any existence of or reliance on any representation by the Agent or the Lenders that might otherwise constitute a defense available to, or a discharge of, any Loan Party or any other guarantor or surety.

This ARTICLE IX shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded or must otherwise be returned by the Agent, the Lenders, or any other Person upon the insolvency, bankruptcy or reorganization of the Borrower or otherwise, all as though such payment had not been made.

Section 9.03 Waiver. Each Guarantor hereby waives (i) promptness and diligence, (ii) notice of acceptance and any other notice with respect to any of the Guaranteed Obligations and this ARTICLE IX and any requirement that the Agent or the Lenders exhaust any right or take any action against any Loan Party or any other Person or any Collateral, (iii) any right to compel or direct the Agent or any Lender to seek payment or recovery of any amounts owed under this ARTICLE IX from any one particular fund or source or to exhaust any right or take any action against any other Loan Party, any other Person or any Collateral, (iv) any requirement that the Agent or any Lender protect, secure, perfect or insure any security interest or Lien on any property subject thereto or exhaust any right to take any action against any Loan Party, any other Person or any Collateral, and (v) any other defense available to any Guarantor. Each Guarantor agrees that the Agent and the Lenders shall have no obligation to marshal any assets in favor of any Guarantor or against, or in payment of, any or all of the Obligations. Each Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated herein and that the waiver set forth in this Section 9.03 is knowingly made in contemplation of such benefits. Each Guarantor hereby waives any right to revoke this ARTICLE IX, and acknowledges that this ARTICLE IX is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future.

Section 9.04 Continuing Guaranty; Assignments. This ARTICLE IX is a continuing guaranty and shall (a) remain in full force and effect until the later of the cash payment in full of the Guaranteed Obligations (other than indemnification obligations as to which no claim has been made) and all other amounts payable under this ARTICLE IX and as to Term Loan A-1, the Final Term Loan A-1 Maturity Date and as to Term Loan A and Term Loan B, the Final Maturity Date, (b) be binding upon each Guarantor, its successors and assigns and (c) inure to the benefit of and be enforceable by the Agent and the Lenders and their successors, pledgees, transferees and assigns. Without limiting the generality of the foregoing clause (c), any Lender may pledge, assign or otherwise transfer all or any portion of its rights and obligations under this Agreement (including, without limitation, all or any portion of its Term Loan A Commitment, its Term Loan A-1 Commitments, its Term Loan B Commitment, its Loans owing to it) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted such Lender herein or otherwise, in each case as provided in Section 10.07.

Section 9.05 Subrogation. No Guarantor will exercise any rights that it may now or hereafter acquire against any Loan Party or any other guarantor that arise from the existence, payment, performance or enforcement of such Guarantor's obligations under this ARTICLE IX, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of the Agent and the Lenders against any Loan Party or any other guarantor or any Collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from any Loan Party or any other guarantor, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security solely on account of such claim, remedy or right, unless and until all of the Guaranteed Obligations and all other amounts payable under this ARTICLE IX shall have been paid in full in cash and as to Term Loan A-1, the Final Term Loan A-1 Maturity Date shall have occurred and as to Term Loan A and Term Loan B, the Final Maturity Date shall have occurred. If any amount shall be paid to any Guarantor in violation of the immediately preceding sentence

at any time prior to the later of the payment in full in cash of the Guaranteed Obligations and all other amounts payable under this ARTICLE IX and as to Term Loan A-1, the Final Term Loan A-1 Maturity Date and as to Term Loan A and Term Loan B, the Final Maturity Date, such amount shall be held in trust for the benefit of the Agent and the Lenders and shall forthwith be paid to the Agent and the Lenders to be credited and applied to the Guaranteed Obligations and all other amounts payable under this ARTICLE IX, whether matured or unmatured, in accordance with the terms of this Agreement, or to be held as Collateral for any Guaranteed Obligations or other amounts payable under this ARTICLE IX thereafter arising. If (i) any Guarantor shall make payment to the Agent and the Lenders of all or any part of the Guaranteed Obligations, (ii) all of the Guaranteed Obligations and all other amounts payable under this ARTICLE IX shall be paid in full in cash and (iii) as to Term Loan A-1, the Final Term Loan A-1 Maturity Date shall have occurred and as to Term Loan A and Term Loan B, the Final Maturity Date shall have occurred, the Agent and the Lenders will, at such Guarantor's request and expense, execute and deliver to such Guarantor appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to such Guarantor of an interest in the Guaranteed Obligations resulting from such payment by such Guarantor.

Section 9.06 Reinstatement. Notwithstanding anything to contrary contained in this Agreement, each of the Guarantors agrees that (a) its guarantee hereunder shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Guaranteed Obligation is rescinded or must otherwise be restored by the Agent or any Lender upon the bankruptcy or reorganization (or any analogous proceeding in any jurisdiction) of the Borrower or any other Guarantor or otherwise and (b) the provisions of this Section 9.06 shall survive the termination of this Agreement.

## **ARTICLE X**

### **MISCELLANEOUS**

Section 10.01 Notices, Etc. (a) All notices and other communications provided for hereunder shall be in writing and shall be mailed (certified mail, postage prepaid and return receipt requested), telecopied or delivered by hand, Federal Express or other reputable overnight courier, if to any Loan Party, at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: Chief Financial Officer  
Telephone: \_\_\_\_\_  
Telecopier: \_\_\_\_\_

with copies to \_\_\_\_\_

if to the Agent, to it at the following address:

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Attention:  
Telephone:  
Telecopier:

with copies to \_\_\_\_\_

or, as to each party, at such other address as shall be designated by such party in a written notice to the other parties complying as to delivery with the terms of this Section 10.01. All such notices and other communications shall be effective, (i) if mailed (certified mail, postage prepaid and return receipt requested), when received or three (3) days after deposited in the mails, whichever occurs first, (ii) if telecopied, when transmitted and confirmation received, or (iii) if delivered by hand, Federal Express or other reputable overnight courier, upon delivery, except that notices to the Agent pursuant to ARTICLE II shall not be effective until received by the Agent.

(b) Electronic Communications.

(i) The Agent and the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

(ii) Unless the Agent otherwise prescribes, (A) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (B) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as described in the foregoing clause (A), of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (A) and (B) above, if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

Section 10.02 Amendments, Etc. (a) No amendment or waiver of any provision of this Agreement, and no consent to any departure by any Loan Party therefrom, shall in any event be effective unless the same shall be in writing and signed by the Required Lenders or by the Agent with the consent of the Required Lenders, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given, provided, however, that no amendment, waiver or consent shall (i) increase the Commitment of any Lender, reduce the principal of, or interest on, the Loans payable to any Lender, reduce the amount of any fee payable for the account of any Lender, or postpone or extend any scheduled date fixed for any payment of principal of, or interest or fees on, the Loans payable to any Lender, in each case without the written consent of each Lender affected thereby, (ii) increase the Total Term Loan A Commitment, the Total Term Loan A-1 Commitment or the Total Term

Loan B Commitment without the written consent of each Lender, (iii) change the percentage of the Commitments or of the aggregate unpaid principal amount of the Loans that is required for the Lenders or any of them to take any action hereunder without the written consent of each Lender, (iv) amend the definition of "Required Lenders" or "Pro Rata Share" without the written consent of each Lender, (v) release all or a substantial portion of the Collateral (except as otherwise provided in this Agreement and the other Loan Documents), subordinate any Lien granted in favor of the Agent for the benefit of the Agent and the Lenders, or release the Borrower or any Guarantor without the written consent of each Lender, or (vi) amend, modify or waive Section 2.05(d), Section 3.03, this Section 10.02 or Section 10.07 of this Agreement without the written consent of each Lender; provided, further, that no amendment, waiver or consent shall (x) amend, modify or waive Section 2.01(a)(ii) or Section 2.01(a)(iii), of this Agreement without the written consent of each Lender with a Term Loan A-1 Commitment or a Term A-1 Loan in addition to the written consent of the Required Lenders, or (y) amend the definition of "Final Term Loan A-1 Maturity Date", "Term Loan A-1", "Term Loan A-1 Commitment", "Term Loan A-1 Commitment Termination Date", "Total Term Loan A-1 Commitment", or Schedule 1.01(A) with respect to the Term Loan A-1 Commitments, without the written consent of each Lender with a Term Loan A-1 Commitment or a Term A-1 Loan in addition to the written consent of the Required Lenders. Notwithstanding the foregoing, no amendment, waiver or consent shall, unless in writing and signed by an Agent, affect the rights or duties of such Agent (but not in its capacity as a Lender) under this Agreement or the other Loan Documents. Solely for the purposes of voting or consenting to matters with respect to the Loan Documents, a Defaulting Lender shall be deemed not to be a "Lender" and such Lender's Commitment shall be deemed to be zero, except for purposes of voting or consenting on matters described in (i), (ii), (iii), (iv) or (vi) above.

(b) If any action to be taken by the Lenders hereunder requires the consent, authorization, or agreement of all of the Lenders or any Lender affected thereby, and a Lender other than the Agent and its respective Affiliates and Related Funds (the "Holdout Lender") fails to give its consent, authorization, or agreement, then the Agent, upon at least 5 Business Days prior irrevocable notice to the Holdout Lender, may permanently replace the Holdout Lender with one or more substitute Replacement Lenders, and the Holdout Lender shall have no right to refuse to be replaced hereunder. Such notice to replace the Holdout Lender shall specify an effective date for such replacement, which date shall not be later than 15 Business Days after the date such notice is given. Prior to the effective date of such replacement, the Holdout Lender and each Replacement Lender shall execute and deliver an Assignment and Acceptance, subject only to the Holdout Lender being repaid its share of the outstanding Obligations without any premium or penalty of any kind whatsoever. If the Holdout Lender shall refuse or fail to execute and deliver any such Assignment and Acceptance prior to the effective date of such replacement, the Holdout Lender shall be deemed to have executed and delivered such Assignment and Acceptance. The replacement of any Holdout Lender shall be made in accordance with the terms of Section 10.07(b). Until such time as the Replacement Lenders shall have acquired all of the Obligations, the Commitments, and the other rights and obligations of the Holdout Lender hereunder and under the other Loan Documents, the Holdout Lender shall remain obligated to make its Pro Rata Share of Loans.

Section 10.03 No Waiver; Remedies, Etc. No failure on the part of the Agent or any Lender to exercise, and no delay in exercising, any right hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right under any Loan Document preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the Agent and the Lenders provided herein and in the other Loan Documents are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights of the Agent and the Lenders under any Loan Document against any party thereto are not conditional or contingent on any attempt by the Agent and the Lenders to exercise any of their rights under any other Loan Document against such party or against any other Person.

Section 10.04 Expenses; Taxes; Attorneys' Fees. The Borrower will pay on demand all costs and expenses set forth in clauses (i) through (x) below incurred by or on behalf of: (a) the Agent (including, periodic field audits, investigations, searches and filings, monitoring of assets, appraisals of Collateral, miscellaneous disbursements, examination, travel, lodging and meals, but excluding the fees, costs and expenses of any legal counsel to the Agent in connection with any work prior to the Effective Date), and (b) each Lender (limited, in the case of costs and expenses of legal counsel (A) absent an Event of Default, to the reasonable fees, costs, client charges and expenses of: one outside transactional legal counsel for the Lenders, and, to the extent reasonably required by the Lenders, one outside legal counsel to the Lenders in each relevant local jurisdiction, and (B) at any time after the occurrence and during the continuance of an Event of Default, to the reasonable fees, costs, client charges and expenses of one outside transactional legal counsel for each Lender, one outside regulatory legal counsel for each Lender, and, to the extent reasonably required by such Lender, one outside legal counsel to each Lender in each relevant local jurisdiction), in each case, arising from or relating to: (i) the performance and administration of this Agreement and the other Loan Documents (including, without limitation, the preparation of any additional Loan Documents pursuant to Section 6.01(b) or the review of any agreements, instruments and documents), (ii) any requested amendments, waivers or consents to this Agreement or the other Loan Documents whether or not such documents become effective or are given, (iii) the preservation and protection of the Agent's or any of the Lenders' rights under this Agreement or the other Loan Documents, (iv) the defense of any claim or action asserted or brought against the Agent or any Lender by any Person that arises from or relates to this Agreement, any other Loan Document, the Agent's or the Lenders' claims against any Loan Party, or any and all matters in connection therewith, (v) the commencement or defense of, or intervention in, any court proceeding arising from or related to this Agreement or any other Loan Document, (vi) the filing of any petition, complaint, answer, motion or other pleading by the Agent or any Lender, or the taking of any action in respect of the Collateral or other security, in connection with this Agreement or any other Loan Document, (vii) the protection, collection, lease, sale, taking possession of or liquidation of, any Collateral or other security in connection with this Agreement or any other Loan Document, (viii) any attempt to enforce any Lien or security interest in any Collateral or other security in connection with this Agreement or any other Loan Document, (ix) any attempt to collect from any Loan Party, or (x) the receipt by the Agent or any Lender of any advice from professionals with respect to any of the foregoing. Without limitation of the foregoing or any other provision of any Loan Document: (x) the Borrower agrees to pay all stamp, document, transfer, recording or filing taxes or fees and similar impositions now or hereafter determined by the Agent or any Lender to be payable in connection with this Agreement or any other Loan Document, and the Borrower



agrees to save the Agent and each Lender harmless from and against any and all present or future claims, liabilities or losses with respect to or resulting from any omission to pay or delay in paying any such taxes, fees or impositions, and (y) if the Borrower fails to perform any covenant or agreement contained herein or in any other Loan Document, the Agent may perform or cause performance of such covenant or agreement, and the expenses of the Agent incurred in connection therewith shall be reimbursed on demand by the Borrower. The Borrower also agrees to pay any costs and expenses incurred by a Qualified Valuation Firm selected to prepare a valuation report in connection with any Independent Valuation Process conducted pursuant to this Agreement. For the avoidance of doubt, Borrower and Lenders agree that any and all fees and expenses (including, without limitation, fees and expenses of legal counsel) incurred by a party before the Effective Date will be the sole responsibility of the party incurring such fees and expenses, and Borrower has no obligation under this Section 10.04 to reimburse Lenders for fees and expenses incurred before the Effective Date. The obligations of the Borrower under this Section 10.04 shall survive the repayment of the Obligations and discharge of any Liens granted under the Loan Documents.

Section 10.05 Right of Set-off. Upon the occurrence and during the continuance of any Event of Default, the Agent or any Lender may, and is hereby authorized to, at any time and from time to time, without notice to any Loan Party (any such notice being expressly waived by the Loan Parties) and to the fullest extent permitted by law, set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other Indebtedness at any time owing by the Agent or such Lender to or for the credit or the account of any Loan Party against any and all obligations of the Loan Parties either now or hereafter existing under any Loan Document, irrespective of whether or not the Agent or such Lender shall have made any demand hereunder or thereunder and although such obligations may be contingent or unmatured; provided that in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Agent for further application in accordance with the provisions of Section 3.02 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Agent and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The Agent and each Lender agrees to notify such Loan Party promptly after any such set-off and application made by the Agent or such Lender provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Agent and the Lenders under this Section 10.05 are in addition to the other rights and remedies (including other rights of set-off) which the Agent and the Lenders may have under this Agreement or any other Loan Documents of law or otherwise.

Section 10.06 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 10.07 Assignments and Participations.

(a) This Agreement and the other Loan Documents shall be binding upon and inure to the benefit of each Loan Party and the Agent and each Lender and

their respective successors and assigns; provided, however, that none of the Loan Parties may assign or transfer any of its rights hereunder or under the other Loan Documents without the prior written consent of each Lender and any such assignment without the Lenders' prior written consent shall be null and void.

(b) Each Lender may with the written consent of the Agent (not to be unreasonably withheld), and so long as no Default or Event of Default shall have occurred and be continuing, with the written consent of the Borrower (not to be unreasonably withheld, delayed or conditioned), assign to one or more other lenders or other entities all or a portion of its rights and obligations under this Agreement with respect to all or a portion of its Commitment and any Loan made by it; provided, however, that (i) such assignment is in an amount which is at least \$1,000,000 or a multiple of \$1,000,000 in excess thereof (or the remainder of such Lender's Commitment) (except such minimum amount shall not apply to an assignment by a Lender to (x) another Lender, an Affiliate of such Lender or a Related Fund of such Lender or (y) a group of new Lenders, each of whom is an Affiliate or Related Fund of each other to the extent the aggregate amount to be assigned to all such new Lenders is at least \$1,000,000 or a multiple of \$1,000,000 in excess thereof), (ii) the parties to each such assignment shall execute and deliver to the Agent, for its acceptance, an Assignment and Acceptance, together with any promissory note subject to such assignment and such parties shall deliver to the Agent, for the benefit of the Agent, a processing and recordation fee of \$3,500 (except the payment of such fee shall not be required in connection with an assignment by a Lender to another Lender, an Affiliate of such Lender or a Related Fund of such Lender) and (iii) no written consent of the Agent or the Borrower shall be required (1) in connection with any assignment by a Lender to another Lender, an Affiliate of such Lender or a Related Fund of such Lender or (2) if such assignment is in connection with any merger, consolidation, sale, transfer, or other disposition of all or any substantial portion of the business or loan portfolio of such Lender. Upon such execution, delivery and acceptance, from and after the effective date specified in each Assignment and Acceptance and recordation on the Register, which effective date shall be at least 3 Business Days after the delivery thereof to the Agent (or such shorter period as shall be agreed to by the Agent and the parties to such assignment), (A) the assignee thereunder shall become a "Lender" hereunder and, in addition to the rights and obligations hereunder held by it immediately prior to such effective date, have the rights and obligations hereunder that have been assigned to it pursuant to such Assignment and Acceptance and (B) the assigning Lender thereunder shall, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment and Acceptance, relinquish its rights and be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto). No assignment shall be made to (i) the Borrower or any of its Affiliates or Subsidiaries or (ii) to any Defaulting Lender or any of its Subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons. In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the

Borrower and the Agent, the applicable pro rata share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Agent and each other Lender hereunder (and interest accrued thereon), and (y) acquire (and fund as appropriate) its full pro rata share of all Loans in accordance with its Pro Rata Share. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under applicable law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

(c) By executing and delivering an Assignment and Acceptance, the assigning Lender and the assignee thereunder confirm to and agree with each other and the other parties hereto as follows: (i) other than as provided in such Assignment and Acceptance, the assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement or any other Loan Document or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other Loan Document furnished pursuant hereto; (ii) the assigning Lender makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Loan Party or any of its Subsidiaries or the performance or observance by any Loan Party of any of its obligations under this Agreement or any other Loan Document furnished pursuant hereto; (iii) such assignee confirms that it has received a copy of this Agreement and the other Loan Documents, together with such other documents and information it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (iv) such assignee will, independently and without reliance upon the assigning Lender, the Agent or any Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement and the other Loan Documents; (v) such assignee appoints and authorizes the Agent to take such action as agent on its behalf and to exercise such powers under this Agreement and the other Loan Documents as are delegated to the Agent by the terms hereof and thereof, together with such powers as are reasonably incidental hereto and thereto; and (vi) such assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of this Agreement and the other Loan Documents are required to be performed by it as a Lender.

(d) The Agent shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain, or cause to be maintained at the Payment Office, a copy of each Assignment and Acceptance delivered to and accepted by it and a register (the "Register") for the recordation of the names and addresses of the Lenders and the Commitments of, and the principal amount of the Loans (and stated interest thereon) (the "Registered Loans") owing to each Lender from time to time. The entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and the Borrower, the Agent and the Lenders may treat each Person whose name is recorded in the Register as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower and any Lender at any reasonable time and from time to time upon reasonable prior notice.

(e) Upon receipt by the Agent of a completed Assignment and Acceptance, and subject to any consent required from the Agent pursuant to Section 10.07(b) (which consent of the Agent must be evidenced by the Agent's execution of an acceptance to such Assignment and Acceptance), the Agent shall accept such assignment and record the information contained therein in the Register.

(f) A Registered Loan (and the registered note, if any, evidencing the same) may be assigned or sold in whole or in part only by registration of such assignment or sale on the Register (and each registered note shall expressly so provide). Any assignment or sale of all or part of such Registered Loan (and the registered note, if any, evidencing the same) may be effected only by registration of such assignment or sale on the Register, together with the surrender of the registered note, if any, evidencing the same duly endorsed by (or accompanied by a written instrument of assignment or sale duly executed by) the holder of such registered note, whereupon, at the request of the designated assignee(s) or transferee(s), one or more new registered notes in the same aggregate principal amount shall be issued to the designated assignee(s) or transferee(s). Prior to the registration of assignment or sale of any Registered Loan (and the registered note, if any, evidencing the same), the Agent shall treat the Person in whose name such Registered Loan (and the registered note, if any, evidencing the same) is registered on the Register as the owner thereof for the purpose of receiving all payments thereon, notwithstanding notice to the contrary.

(g) In the event that any Lender sells participations in a Registered Loan, such Lender shall, acting for this purpose as a non-fiduciary agent on behalf of the Borrower, maintain, or cause to be maintained, a register, on which it enters the name of all participants in the Registered Loans held by it and the principal amount (and stated interest thereon) of the portion of the Registered Loan that is the subject of the participation (the "Participant Register"). A Registered Loan (and the registered note, if any, evidencing the same) may be participated in whole or in part only by registration of such participation on the Participant Register (and each registered note shall expressly so provide). Any participation of such Registered Loan (and the registered note, if any, evidencing the same) may be effected only by the registration of such participation on the Participant Register. The Participant Register shall be available for inspection by the Borrower and any Lender at any reasonable time and from time to time upon reasonable prior notice.

(h) Any Non-U.S. Lender who purchases or is assigned or participates in any portion of such Registered Loan shall comply with Section 2.07(e).

(i) Each Lender may sell participations to one or more banks or other entities in or to all or a portion of its rights and obligations under this Agreement and the other Loan Documents (including, without limitation, all or a portion of its Term Loan A Commitment, Term Loan A-1 Commitment and/or Term Loan B Commitment and the Loans made by it); provided, that (i) such Lender's obligations under this Agreement (including without limitation, its Term Loan A Commitment, Term Loan A-1 Commitment and/or Term Loan B Commitment hereunder) and the other Loan Documents shall remain unchanged; and (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, and the Borrower, the Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations

under this Agreement and the other Loan Documents. The Loan Parties agree that each participant shall be entitled to the benefits of Section 2.07 of this Agreement with respect to its participation in any portion of the Commitments and the Loans as if it was a Lender; provided, that no participant may receive a greater benefit than the Lender from whom such participant acquired its interest would have received.

(j) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or loans made to such Lender pursuant to securitization or similar credit facility (a "Securitization"); provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto. The Loan Parties shall cooperate with such Lender and its Affiliates to effect the Securitization including, without limitation, by providing such information as may be reasonably requested by such Lender in connection with the rating of its Loans or the Securitization.

Section 10.08 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or electronic mail shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or electronic mail also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing shall apply to each other Loan Document *mutatis mutandis*.

Section 10.09 GOVERNING LAW. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER LOAN DOCUMENT IN RESPECT OF SUCH OTHER LOAN DOCUMENT) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK.

Section 10.10 CONSENT TO JURISDICTION; SERVICE OF PROCESS AND VENUE. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH LOAN PARTY HEREBY IRREVOCABLY ACCEPTS IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS. EACH LOAN PARTY HEREBY IRREVOCABLY APPOINTS THE SECRETARY OF STATE OF THE STATE OF NEW YORK AS ITS AGENT FOR SERVICE OF PROCESS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING AND FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS AND

IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO THE BORROWER AT ITS ADDRESS FOR NOTICES AS SET FORTH IN SECTION 10.01 AND TO THE SECRETARY OF STATE OF THE STATE OF NEW YORK, SUCH SERVICE TO BECOME EFFECTIVE TEN (10) DAYS AFTER SUCH MAILING. THE LOAN PARTIES AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE AGENT AND THE LENDERS TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY LOAN PARTY IN ANY OTHER JURISDICTION. EACH LOAN PARTY HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE JURISDICTION OR LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT ANY LOAN PARTY HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, EACH LOAN PARTY HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS.

Section 10.11 WAIVER OF JURY TRIAL, ETC. EACH LOAN PARTY, THE AGENT AND EACH LENDER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS, OR UNDER ANY AMENDMENT, WAIVER, CONSENT, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDINGS OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH LOAN PARTY CERTIFIES THAT NO OFFICER, REPRESENTATIVE, AGENT OR ATTORNEY OF THE AGENT OR ANY LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE AGENT OR ANY LENDER WOULD NOT, IN THE EVENT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM, SEEK TO ENFORCE THE FOREGOING WAIVERS. EACH LOAN PARTY HEREBY ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE AGENT AND THE LENDERS ENTERING INTO THIS AGREEMENT.

Section 10.12 Consent by the Agent and Lenders. Except as otherwise expressly set forth herein to the contrary or in any other Loan Document, if the consent, approval, satisfaction, determination, judgment, acceptance or similar action (an "Action") of the Agent or any Lender shall be permitted or required pursuant to any provision hereof or any provision of any other agreement to which any Loan Party is a party and to which the Agent or any Lender

has succeeded thereto, such Action shall be required to be in writing and may be withheld or denied by the Agent or such Lender, in its sole discretion, with or without any reason, and without being subject to question or challenge on the grounds that such Action was not taken in good faith.

Section 10.13 No Party Deemed Drafter. Each of the parties hereto agrees that no party hereto shall be deemed to be the drafter of this Agreement.

Section 10.14 Reinstatement; Certain Payments. If any claim is ever made upon the Agent or any Lender for repayment or recovery of any amount or amounts received by the Agent or such Lender in payment or on account of any of the Obligations, the Agent or such Lender shall give prompt notice of such claim to each other Agent and Lender and the Borrower, and if the Agent or such Lender repays all or part of such amount by reason of (i) any judgment, decree or order of any court or administrative body having jurisdiction over the Agent or such Lender or any of its property, or (ii) any good faith settlement or compromise of any such claim effected by the Agent or such Lender with any such claimant, then and in such event each Loan Party agrees that (A) any such judgment, decree, order, settlement or compromise shall be binding upon it notwithstanding the cancellation of any Indebtedness hereunder or under the other Loan Documents or the termination of this Agreement or the other Loan Documents, and (B) it shall be and remain liable to the Agent or such Lender hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by the Agent or such Lender.

Section 10.15 Indemnification; Limitation of Liability for Certain Damages.

(a) In addition to each Loan Party's other Obligations under this Agreement, each Loan Party agrees to, jointly and severally, defend, protect, indemnify and hold harmless the Agent and each Lender and all of their respective Affiliates, officers, directors, employees, attorneys, consultants and agents (collectively called the "Indemnitees") from and against any and all losses, damages, liabilities, obligations, penalties, fees, reasonable costs and expenses (including, without limitation, reasonable attorneys' fees, costs and expenses) incurred by such Indemnitees, whether prior to or from and after the Effective Date, whether direct, indirect or consequential, as a result of or arising from or relating to or in connection with any of the following: (i) the negotiation, preparation, execution or performance or enforcement of this Agreement, any other Loan Document or of any other document executed in connection with the transactions contemplated by this Agreement, (ii) the Agent's or any Lender's furnishing of funds to the Borrower under this Agreement or the other Loan Documents, including, without limitation, the management of any such Loans, (iii) any matter relating to the financing transactions contemplated by this Agreement or the other Loan Documents or by any document executed in connection with the transactions contemplated by this Agreement or the other Loan Documents, or (iv) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any Indemnitee is a party thereto (collectively, the "Indemnified Matters"); provided, however, that the Loan Parties shall not have any obligation to any Indemnitee under this subsection (a) for any Indemnified Matter caused by the gross negligence or willful misconduct of such Indemnitee (or, in the case of an Indemnitee that is a Defaulting Lender, caused by a material breach by

such Defaulting Lender of its obligations hereunder), as determined by a final non-appealable judgment of a court of competent jurisdiction.

(b) The indemnification for all of the foregoing losses, damages, fees, costs and expenses of the Indemnitees set forth in this Section 10.15 are chargeable against the loan account. To the extent that the undertaking to indemnify, pay and hold harmless set forth in this Section 10.15 may be unenforceable because it is violative of any law or public policy, each Loan Party shall, jointly and severally, contribute the maximum portion which it is permitted to pay and satisfy under applicable law, to the payment and satisfaction of all Indemnified Matters incurred by the Indemnitees.

(c) No Loan Party shall assert, and each Loan Party hereby waives, any claim against the Indemnitees, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) (whether or not the claim therefor is based on contract, tort or duty imposed by any applicable legal requirement) arising out of, in connection with, as a result of, or in any way related to, this Agreement or any other Loan Document or any agreement or instrument contemplated hereby or thereby or referred to herein or therein, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof or any act or omission or event occurring in connection therewith, and each Loan Party hereby waives, releases and agrees not to sue upon any such claim or seek any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

(d) The indemnities and waivers set forth in this Section 10.15 shall survive the repayment of the Obligations and discharge of any Liens granted under the Loan Documents.

Section 10.16 Records. The unpaid principal of and interest on the Loans, the interest rate or rates applicable to such unpaid principal and interest, the duration of such applicability, the Commitments, and the accrued and unpaid fees payable pursuant to Section 2.06 hereof, including, without limitation, the Funding Fee, shall at all times be ascertained from the records of the Agent, which shall be conclusive and binding absent manifest error.

Section 10.17 Binding Effect. This Agreement shall become effective when it shall have been executed by each Loan Party, the Agent and each Lender and when the conditions precedent set forth in Section 4.01 hereof have been satisfied or waived in writing by the Agent, and thereafter shall be binding upon and inure to the benefit of each Loan Party, the Agent and each Lender, and their respective successors and assigns, except that the Loan Parties shall not have the right to assign their rights hereunder or any interest herein without the prior written consent of the Agent and each Lender, and any assignment by any Lender shall be governed by Section 10.07 hereof.

Section 10.18 Confidentiality. Borrower shall provide all information required hereunder regarding the Loan Parties and any Insurance Subsidiary and their businesses, including all information in connection with any waivers, amendments or approvals or otherwise requiring a determination by a Lender, the Lenders or the Required Lenders, directly to the Agent (such information, excluding information obtained by the Agent from publicly available



sources, "Private Side Information"). Each Lender that wishes to receive Private Side Information will designate at least one individual to receive the Private Side Information and identify such designee to the Agent (each such designee, a "Private Sider"). The Lenders hereby agree that at all times there will be at least one Lender who has designated a Private Sider. Each Loan Party hereby authorizes the Agent to distribute all Private Side Information from the Borrower to Private Siders; it being understood that employees and representatives of a Lender who have not been designated as Private Siders may be engaged in investment and other market-related activities with respect to Borrower's or its affiliates' securities. In the event less than all of the Lenders have designated a Private Sider, then, in connection with any Required Lender determination under Section 10.02 or any action taken or not taken hereunder or otherwise subject to a Required Lender determination for which Private Side Information is material in the consideration of any such determination, those Lenders who have not designated a Private Sider shall be deemed to have voted in the same manner as those Lenders who have designated a Private Sider and whose Pro Rata Shares represents more than 50% of the Pro Rata Shares of such Lenders; provided that no such determination, action or non-action shall result in any Lender being treated differently than any other Lender.

Section 10.19 Public Disclosure. Each Loan Party agrees that neither it nor any of its Affiliates will now or in the future issue any press release or other public disclosure using the name of an Agent, any Lender or any of their respective Affiliates or referring to this Agreement or any other Loan Document without the prior written consent of the Agent or such Lender, except to the extent that such Loan Party or such Affiliate is required to do so under applicable law (in which event, such Loan Party or such Affiliate will consult with the Agent or such Lender before issuing such press release or other public disclosure); provided, that no consent shall be required for the Borrower to comply with its filing and disclosure requirements with the SEC. Each Loan Party hereby authorizes the Agent and each Lender, after consultation with the Borrower, to advertise the closing of the transactions contemplated by this Agreement, and to make appropriate announcements of the financial arrangements entered into among the parties hereto, as the Agent or such Lender shall deem appropriate, including, without limitation, announcements commonly known as tombstones, in such trade publications, business journals, newspapers of general circulation and to such selected parties as the Agent or such Lender shall deem appropriate.

Section 10.20 Integration. This Agreement, together with the other Loan Documents, reflects the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

Section 10.21 USA PATRIOT Act. Each Lender that is subject to the requirements of the USA PATRIOT Act hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies the entities composing the Loan Parties, which information includes the name and address of each such entity and other information that will allow such Lender to identify the entities composing the Loan Parties in accordance with the USA PATRIOT Act. Each Loan Party agrees to take such action and execute, acknowledge and deliver at its sole cost and expense, such instruments and documents as any Lender may reasonably require from time to time in order to enable such Lender to comply with the USA PATRIOT Act.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

BORROWER:

[REORGANIZED WMI]

By: \_\_\_\_\_  
Name:  
Title:

GUARANTOR(S):

[\_\_\_\_\_]

By: \_\_\_\_\_  
Name:  
Title:

AGENT:

\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

LENDER:

\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

## EXHIBIT D

### PIERS CLAIMS

<u>Notes Issuance</u>	<u>Maturity Date</u>	<u>Allowed Principal</u>	<u>Allowed Accrued Interest</u> <sup>7</sup>	<u>Allowed Total Amount</u>	<u>Post-Petition Interest at the Federal Judgment Rate</u> <sup>8</sup>	<u>Post-Petition Interest Pursuant to Contractual Subordination</u> <sup>9</sup>
<b>5.375% Junior Subordinated Deferrable Interest Debentures</b>						
<b>Preferred Securities</b>	May 1, 2041	\$756,230,623.24	\$9,443,576.39	\$765,674,199.63	\$52,438,927.92	N/A
<b>Common Securities</b> <sup>10</sup>	May 1, 2041	\$23,387,254.01	\$292,052.86	\$23,679,306.87	\$1,621,730.84	N/A

<sup>7</sup> This amount includes interest accrued as of the Petition Date, and does not include any Post-Petition interest to which such Claim holders may be entitled.

<sup>8</sup> This amount includes the estimated amount of interest accrued at the Federal Judgment Rate of 1.95%, the weekly average 1-year constant maturity Treasury yield as of 9/26/08, through an expected Effective Date of February 29, 2012. Each holder's Post-Petition Interest Claim will continue to accrue until the date that such holder's Allowed PIERS Claim and related Post-Petition Interest Claim are paid in full.

<sup>9</sup> Pursuant to the Opinion issued on September 13<sup>th</sup>, 2011, all creditors are entitled to post-petition interest at the federal judgment rate. Due to the PIERS contractual subordination, PIERS holders will pay up to more senior creditors at the contract rate. This will limit the recovery of the PIERS holders to an amount less than their prepetition claim. Therefore, the PIERS will not recover any post-petition interest and a chart has not been included.

<sup>10</sup> These securities are owned by WMI.

**EXHIBIT E**

**SENIOR NOTES CLAIMS**

<b>Notes Issuance</b>	<b>Maturity Date</b>	<b>Allowed Principal</b>	<b>Allowed Accrued Interest<sup>11</sup></b>	<b>Allowed Total Amount</b>	<b>Post-Petition Interest at the Federal Judgment Rate<sup>12</sup></b>	<b>Post-Petition Interest Pursuant to Contractual Subordination<sup>13</sup></b>
<b>4.0% Notes</b>	January 15, 2009	\$804,984,292.60	\$6,351,912.45	\$811,336,205.05	\$55,566,193.55	\$118,367,621.56
<b>4.2% Notes</b>	January 15, 2010	\$504,220,132.10	\$4,178,270.72	\$508,398,402.82	\$34,818,813.55	\$78,200,055.34
<b>5.5% Notes</b>	August 24, 2011	\$361,181,452.96	\$1,766,795.55	\$362,948,248.51	\$24,857,331.03	\$74,533,431.72
<b>5.0% Notes</b>	March 22, 2012	\$374,791,867.96	\$208,722.22	\$375,000,590.18	\$25,682,762.89	\$70,307,128.80
<b>5.25% Notes</b>	September 15, 2017	\$726,744,896.63	\$1,171,426.67	\$727,916,323.30	\$49,852,994.43	\$143,676,877.37
<b>Floating Rate Notes</b>	August 24, 2009	\$358,645,000.00	\$911,252.44	\$359,556,252.44	\$24,625,022.51	\$10,187,795.02
<b>Floating Rate Notes</b>	January 15, 2010	\$175,500,000.00	\$1,099,878.10	\$176,599,878.10	\$12,094,841.75	\$6,965,280.76
<b>Floating Rate Notes</b>	March 22, 2012	\$363,350,000.00	\$141,454.17	\$363,491,454.17	\$24,894,533.70	\$12,776,152.32
<b>Floating Rate Notes</b>	September 17, 2012	\$446,815,000.00	\$359,267.16	\$447,174,267.16	\$30,625,740.26	\$17,226,159.27

<sup>11</sup> This amount includes interest accrued as of the Petition Date, and does not include any Post-Petition interest to which such Claim holders may be entitled.

<sup>12</sup> This amount includes the estimated amount of interest accrued at the Federal Judgment Rate of 1.95%, the weekly average 1-year constant maturity Treasury yield as of 9/26/08, through an expected Effective Date of February 29, 2012.

<sup>13</sup> This amount includes the estimated amount of interest accrued and OID accretion from the Petition Date through an expected Effective Date of February 29, 2012. Each holder's Post-Petition Interest Claim will continue to accrue until the date that such holder's Allowed Senior Notes Claim and related Post-Petition Interest Claim are paid in full.

**EXHIBIT F**

**SENIOR SUBORDINATED NOTES CLAIMS**

<b>Notes Issuance</b>	<b>Maturity Date</b>	<b>Allowed Principal</b>	<b>Allowed Accrued Interest<sup>14</sup></b>	<b>Allowed Total Amount</b>	<b>Post-Petition Interest at the Federal Judgment Rate<sup>15</sup></b>	<b>Post-Petition Interest Pursuant to Contractual Subordination<sup>16</sup></b>
<b>8.250% Notes</b>	April 1, 2010	\$451,870,530.25	\$18,133,500.00	\$470,004,030.25	\$32,189,288.18	\$150,685,503.85
<b>4.625% Notes</b>	April 1, 2014	\$729,187,229.50	\$16,449,467.71	\$745,636,697.21	\$51,066,614.28	\$128,616,663.37
<b>7.250% Notes</b>	November 1, 2017	\$437,962,198.47	\$12,862,043.75	\$450,824,242.22	\$30,875,717.05	\$126,532,649.40

<sup>14</sup> This amount includes interest accrued as of the Petition Date, and does not include any Post-Petition interest to which such Claim holders may be entitled.

<sup>15</sup> This amount includes the estimated amount of interest accrued at the Federal Judgment Rate of 1.95%, the weekly average 1-year constant maturity Treasury yield as of 9/26/08, through an expected Effective Date of February 29, 2012.

<sup>16</sup> This amount includes the estimated amount of interest accrued and OID accretion from the Petition Date through an expected Effective Date of February 29, 2012. Each holder's Post-Petition Interest Claim will continue to accrue until the date that such holder's Allowed Senior Subordinated Notes Claim and related Post-Petition Interest Claim are paid in full.

## EXHIBIT G

### BENEFIT PLANS

#### **Legacy Non-Qualified Deferred Compensation Plans - DEFINED CONTRIBUTION**

<b><u>Abbreviation</u></b>	<b><u>Full Name</u></b>
Bowery Savings - DCP	Bowery Savings - Deferred Compensation Plan
H.F. Ahmanson & Co. - CAP	Capital Accumulation Plan of H. F. Ahmanson & Company
H.F. Ahmanson & Co. - CDCP	1989 Contingent Deferred Compensation Plan of H. F. Ahmanson & Company
H.F. Ahmanson & Co. - EDCP	Elective Deferred Compensation Plan of H. F. Ahmanson & Company
H.F. Ahmanson & Co. - LCCAP	Loan Consultant Capital Accumulation Plan of H. F. Ahmanson & Company
H.F. Ahmanson & Co. - LCEDCP	Loan Agents' Elective Deferred Compensation Plan of H. F. Ahmanson & Company
H.F. Ahmanson & Co. - ODCAP	Outside Directors' Capital Accumulation Plan of H. F. Ahmanson & Company
H.F. Ahmanson & Co. - ODEDCP	Outside Directors' Elective Deferred Compensation Plan of H. F. Ahmanson & Company

#### **Legacy Non-Qualified Deferred Compensation Plans - DEFINED BENEFIT**

<b><u>Abbreviation</u></b>	<b><u>Full Name</u></b>
H.F. Ahmanson & Co. - EDCP CAP	PROVISIONS WITHIN THE: Elective Deferred Compensation Plan of H. F. Ahmanson & Company & Capital Accumulation Plan of H. F. Ahmanson & Company
H.F. Ahmanson & Co. - ELIP	Executive Life Insurance Plan of H. F. Ahmanson & Company
H.F. Ahmanson & Co. - HSB ODRP	Ahmanson / Home Savings Bank Outside Directors Retirement Plan
H.F. Ahmanson & Co. - ODRP	Outside Director Retirement Plan of H. F. Ahmanson & Company
H.F. Ahmanson & Co. - SERP	Supplemental Executive Retirement Plan of H. F. Ahmanson & Company
H.F. Ahmanson & Co. - SSERP	Senior Supplemental Executive Retirement Plan of H. F. Ahmanson & Company

#### **WMI Non-Qualified Deferred Compensation Plans**

<b><u>Abbreviation</u></b>	<b><u>Full Name</u></b>
Washington Mutual, Inc. - DCP	Washington Mutual, Inc. - Deferred Compensation Plan
Washington Mutual, Inc. - SERP	Washington Mutual, Inc. - Supplemental Executive Retirement Plan
Washington Mutual, Inc. - SERAP	Washington Mutual, Inc. - Supplemental Executive Retirement Accumulation Plan
Washington Mutual, Inc. - ETRIP	Washington Mutual, Inc. - Executive Target Retirement Income Plan



## **Individual Contracts**

<b><u>Abbreviation</u></b>	<b><u>Full Name</u></b>
H.F. Ahmanson & Co. - AHM Supplemental (collection of individual contracts)	HFA AHM Supplemental - Hazel Legg
H.F. Ahmanson & Co. - Individual Contracts	HFA AHM Supplemental - Anna Varosy HFA Individual Contract - John Holoman  HFA Individual Contract - Charles Roussin HFA Individual Contract - Bruce Manley HFA Individual Contract - William Wiley

## **Split Dollar Plans**

<b><u>Abbreviation</u></b>	<b><u>Full Name</u></b>
HFA ELIP	Executive Life Insurance Plan of H. F. Ahmanson & Company
HFA SELIP	Senior Executive Life Insurance Plan of H. F. Ahmanson & Company

**EXHIBIT H**  
**WATERFALL RECOVERY MATRIX**

# EXHIBIT H

## WATERFALL RECOVERY MATRIX

Washington Mutual, Inc.  
Waterfall Recovery Matrix

		Senior Fixed Rate Notes	Senior Floating Rate Notes	Senior Subordinated Notes	CCB Guarantees <sup>(1)</sup>	PIERS	General Unsecured Creditors	510(b) Sub. Claims	Preferred Stock
Recovery <sup>(2)</sup>	Tranche 1	Prepetition Claim	Prepetition Claim	–	–	–	Pro Rata Share Based on Prepetition Claims <sup>(3)</sup>		
	Tranche 2 <sup>(4)</sup>	Intercreditor Interest Claim	Intercreditor Interest Claim	Prepetition Claim & Intercreditor Interest Claim	–	–	Pro Rata Share Based on Prepetition Claims <sup>(3)</sup>	–	–
							Late Filed Claims <sup>(5)</sup>		
							Post-Petition Interest Claim <sup>(6)</sup>		
	Tranche 3	–		–	Prepetition Claim & Intercreditor Interest Claim	–	Post-Petition Interest Claim <sup>(6)</sup>	–	–
	Tranche 4	–	Remaining Postpetition Interest Claim <sup>(7)</sup>	–	–	PIERS Claim		–	–
	Tranche 5	–	–	–	–	–	–	Claims	–
	Tranche 6	–	–	–	–	–	–		Claims

Notes:

<sup>(1)</sup> CCB Guarantees include HFC Capital Trust I, CCB Capital Trust IV, CCB Trust V, CCB Trust VI, CCB Capital Trust VII, CCB Capital Trust VIII and CCB Capital Trust IX.

<sup>(2)</sup> Eligible claims in Tranches will be paid in order with Tranche 1 claims receiving disbursements first and Tranche 5 claims receiving disbursements last. Tranche 1 eligible claims must be satisfied in full prior to Tranche 2 eligible claims receiving disbursements and so forth. For information regarding the distribution of Reorganized Common Stock, see Sections 6.2, 7.2, 16.2, 18.2, 19.2, 20.2 and 32.1(a) of the Plan.

<sup>(3)</sup> Pro Rata share of General Unsecured Claims are calculated by (a) determining the fraction in which the numerator equals the amount of General Unsecured Claims and the denominator equals the total amount of prepetition claims, and (b) by multiplying that by total cash distributed within the Tranche. The cash distributed within the Tranche is the lesser of (i) the amount necessary to satisfy all claims within the Tranche or (ii) the amount of cash available.

<sup>(4)</sup> Within Tranche 2, the Senior Notes Intercreditor Interest Claim and the Subordinated Notes Prepetition Claim and Intercreditor Interest Claim will share pro rata based on the size of those claims. For the calculation of the General Unsecured Creditors' pro rata share in all Tranches, see footnote 3.

<sup>(5)</sup> Late filed claims will be paid only after all other prepetition claims (other than Subordinated Claims) are paid in full without giving effect to applicable turnover provisions. Late filed claims will not share pro rata with any other claims. Therefore, to the extent late filed claims are paid, this will create a break in the recovery of other creditors prior to their recovery on account of post-petition interest from the Debtors. The placement of late filed claims in the chart above is illustrative only, as the size of the pre-petition Allowed General Unsecured Claims and the amount of post-petition interest turned over on account of contractual subordination provisions will influence their position in the waterfall. The late filed claims will, in any event, be paid immediately after satisfaction of pre-petition Allowed General Unsecured Claims, but prior to the payment of post-petition interest and Subordinated Claims.

<sup>(6)</sup> If it is provided for in an applicable contract or by law, the General Unsecured Creditors' Post-Petition Interest Claim will share pro rata with distributions to holders of PIERS claims on account of post-petition interest with respect to all post-petition interest claims, including Post-Petition Interest Claims to which the holders of PIERS Claims have been subrogated (on account of turnover in accordance with contractual subordination provisions). The chart above is illustrative only, as the point at which the Allowed General Unsecured Claims begin receiving post-petition interest is dependent on the size of the Allowed General Unsecured prepetition claims and the amount of post-petition interest paid pursuant to contractual subordination.

<sup>(7)</sup> The Senior Floating Rate Notes Remaining Post-Petition Interest Claim will be paid only when interest in excess of the contract rate would have been paid if such payment were actually being made by the Debtors as opposed to by reason of contractual subordination. After that trigger has been met (currently projected to occur during the payouts in Tranche 4), that claim will be paid pari passu with the remaining claims in Tranche 4.

**EXHIBIT I**

**GLOBAL SETTLEMENT AGREEMENT**

## SECOND AMENDED AND RESTATED SETTLEMENT AGREEMENT

SECOND AMENDED AND RESTATED SETTLEMENT AGREEMENT (the “**Agreement**”), dated as of February 7, 2011, by and among (a) Washington Mutual, Inc. (“**WMI**”) and WMI Investment Corp. (“**WMIIC**” and, collectively with WMI, the “**Debtors**”), (b) JPMorgan Chase Bank, N.A. (“**JPMC**” and, collectively with those of JPMC’s affiliates that have filed proofs of claim against the Debtors and the Debtors’ chapter 11 estates or that are Acquisition JPMC Entities, as defined below, the “**JPMC Entities**”), (c) Federal Deposit Insurance Corporation, in its capacity as receiver for Washington Mutual Bank (“**FDIC Receiver**”), (d) Federal Deposit Insurance Corporation, in its corporate capacity (“**FDIC Corporate**”), and (e) the official committee of unsecured creditors appointed in the Debtors’ chapter 11 cases (the “**Creditors’ Committee**”). The signatories hereto are referred to hereinafter collectively as the “**Parties**” or individually as a “**Party**”. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in Article I below.

### RECITALS

A. On September 25, 2008, the Office of Thrift Supervision (the “**OTS**”), by order number 2008-36, closed Washington Mutual Bank (“**WMB**”), appointed the FDIC Receiver as receiver for WMB and advised that the FDIC Receiver was immediately taking possession of WMB’s assets.

B. On or about September 25, 2008, the FDIC Receiver, FDIC Corporate and JPMC entered into that certain Purchase and Assumption Agreement, Whole Bank, dated September 25, 2008, as amended, modified or supplemented prior to the date hereof (the “**Purchase and Assumption Agreement**”). JPMC has asserted various claims for indemnity against each of the FDIC Receiver and FDIC Corporate arising from the Purchase and Assumption Agreement, including, but not limited to, (1) claims for indemnity for and against any and all potential losses, claims or liabilities arising from or related to the mortgage origination and sale/securitization activities of WMB and its affiliates, including, without limitation, liabilities associated with the Complaint filed in the litigation styled Deutsche Bank National Trust Co. v. FDIC, No. 09-cv-01656 (RMC), currently pending in the D.C. District Court, as defined below, and (2) other claims for indemnity under Section 12.1(a)(9) of the Purchase and Assumption Agreement.

C. On September 26, 2008 (the “**Petition Date**”), each of the Debtors filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, as amended (the “**Bankruptcy Code**”), with the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”). By order, dated October 3, 2008, the Debtors’ chapter 11 cases are being jointly administered and are styled as In re Washington Mutual, Inc., et al., No. 08-12229 (MFW) (the “**Chapter 11 Cases**”).

D. On December 30, 2008, the Debtors filed with the FDIC Receiver a proof of claim against WMB’s receivership (the “**Receivership**” and, collectively with

the FDIC Receiver and FDIC Corporate, sometimes hereinafter referred to as the “**FDIC Parties**”), asserting claims on behalf of the Debtors’ chapter 11 estates (the “**Debtors’ Claims**”). By letter, dated January 23, 2009, and entitled “*Notice of Disallowance*”, the FDIC Receiver disallowed the Debtors’ Claims.

E. On March 20, 2009, the Debtors commenced litigation (the “**WMI Action**”) against the FDIC by filing a Complaint, styled Washington Mutual, Inc. and WMI Investment Corp. v. FDIC, Case No. 09-00533, in the United States District Court for the District of Columbia (the “**D.C. District Court**”), challenging the FDIC Receiver’s disallowance of the Debtors’ Claims, and asserting, among other claims, a claim for the Disputed Accounts, as defined below, as deposits and several causes of action to avoid preferential or fraudulent transfers pursuant to the Bankruptcy Code and other applicable federal and state laws. On June 11, 2009, FDIC Corporate filed a motion to dismiss the claims asserted against FDIC Corporate and the FDIC Receiver filed an answer and counterclaims asserting claims against the Debtors and a motion to dismiss certain aspects of the Debtors’ complaint in the WMI Action. On July 13, 2009, the FDIC Receiver amended its counterclaims and added JPMC as an additional counterclaim defendant. JPMC and certain holders of funded indebtedness of WMB (collectively, the “**Bank Creditors**”) have intervened, and the Creditors’ Committee has moved to intervene, in the WMI Action. By order, dated January 7, 2010, the D.C. District Court ordered, among other things, that all proceedings in the WMI Action shall be stayed pending a determination by the Bankruptcy Court in the JPMC Action and the Turnover Action, each as defined below, as well as any pending or subsequent appeals.

F. On March 24, 2009, JPMC commenced litigation against the Debtors by filing a Complaint, styled JPMorgan Chase Bank, N.A. v. Washington Mutual, Inc., et al., Adversary Pro. No. 09-5-50551(MFW), in the Bankruptcy Court, asserting claims against the Debtors with respect to assets that JPMC claims to have acquired pursuant to the Purchase and Assumption Agreement (the “**JPMC Action**”) and named the FDIC Receiver as an additional defendant. On May 29, 2009, the Debtors filed an answer and counterclaims. JPMC filed a motion to dismiss such counterclaims, which motion was denied by the Bankruptcy Court on August 24, 2009. The Creditors’ Committee and the Bank Creditors have intervened in the JPMC Action.

G. On April 27, 2009, the Debtors commenced litigation against JPMC by filing a Complaint, styled Washington Mutual, Inc. et al. v. JPMorgan Chase Bank, N.A., Adversary Pro. No. 09-50934(MFW), in the Bankruptcy Court, seeking to recover the Disputed Accounts (the “**Turnover Action**”). JPMC filed a motion to dismiss the Turnover Action, which motion to dismiss was denied by the Bankruptcy Court on June 24, 2009. On July 6, 2009, JPMC filed an answer, counterclaims and a crossclaim that named the FDIC Receiver as an additional defendant in the Turnover Action. On July 27, 2009, the FDIC Receiver filed an answer to JPMC’s crossclaim. On August 11, 2009, JPMC filed an amended answer and counterclaims, which also named the FDIC Receiver as a counterclaim defendant. On August 20, 2009, the FDIC Receiver filed an answer to JPMC’s amended counterclaims. By motion, dated May 19, 2009 (the “**SJ Motion**”), the Debtors sought entry of an order granting summary judgment in their favor

and directing turnover of the Disputed Accounts to WMI. A hearing to consider the SJ Motion was held on October 22, 2009 and the matter is *sub judice*. The Creditors' Committee and the Bank Creditors have intervened in the Turnover Action.

H. On June 24, 2009, the Bankruptcy Court denied motions by the FDIC Receiver and JPMC to stay or dismiss the Turnover Action and the JPMC Action in favor of proceedings before the D.C. District Court in the WMI Action (the "**Bankruptcy Stay Motions**"). The Bankruptcy Stay Motions are the subject of pending appeals or, in the alternative, motions for leave to appeal to the United States District Court for the District of Delaware (the "**Delaware District Court**") and to a motion by the FDIC Receiver for certification for immediate appeal to the United States Court of Appeals for the Third Circuit.

I. By order, dated January 30, 2009 (the "**Bar Date Order**"), the Bankruptcy Court established March 31, 2009, at 5:00 p.m. (Eastern Time) (the "**Bar Date**"), as the date and time by which all proofs of claim against the Debtors and their chapter 11 estates must be filed with the Bankruptcy Court in the manner and form set forth in the Bar Date Order.

J. On or prior to the Bar Date, JPMC and certain of the other JPMC Entities filed proofs of claim against the Debtors and their chapter 11 estates (collectively, the "**JPMC Claims**"), which JPMC Claims are listed on Exhibit "A" hereto. As of the date hereof, the Debtors have not interposed a substantive objection to the JPMC Claims.

K. On or prior to the Bar Date, the FDIC Receiver filed the following proof of claim against the Debtors and their chapter 11 estates (collectively, the "**FDIC Claim**"):

<u>Claimant</u>	<u>Claim No.</u>	<u>Debtor</u>	<u>Claim Amount</u>
Federal Deposit Insurance Corporation, as Receiver for Washington Mutual Bank	2140	WMI	Unliquidated

As of the date hereof, the Debtors have not interposed a substantive objection to the FDIC Claim.

L. Proofs of claim have been filed, timely or otherwise, against the Debtors and their chapter 11 estates by holders, including the Bank Creditors, of funded indebtedness against WMB (collectively, the "**Bank Bondholder Claims**"), which Bank Bondholder Claims are listed on Exhibit "B" hereto. The Debtors, as joined by the Creditors' Committee, have interposed an objection to the Bank Bondholder Claims.

M. From and after the Petition Date, the Debtors and JPMC have cooperated to, among other things, (1) determine the respective ownership of assets and responsibility for any corresponding liabilities, (2) facilitate the Debtors' distillation of

financial information and (3) prepare and file, with the assistance of the FDIC Receiver, consolidated tax returns for WMI, WMB and certain of their respective subsidiaries and Affiliates.

N. By order, dated June 24, 2009, the Bankruptcy Court authorized and permitted the Debtors to conduct discovery pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) in order to facilitate the Debtors’ inquiry into the existence of potential additional claims and causes of action of the Debtors and the Debtors’ chapter 11 estates against JPMC (the “**Rule 2004 Inquiry**”). By order, dated February 16, 2010, the Bankruptcy Court denied, without prejudice, the Debtors’ request to obtain discovery pursuant to Rule 2004 from certain entities and individuals.

O. The WMI Entities and the JPMC Entities resolved all issues among them relating to the treatment of WaMu Savings Plan and, by order, dated July 27, 2009, the Bankruptcy Court approved such agreement and directed the amendment of the JPMC Action to remove claims and causes of action associated therewith.

P. By order, dated December 2, 2009, the Bankruptcy Court granted JPMC’s Motion to Compel the Washington Mutual, Inc. Noteholders Group to Comply with Rule 2019 of the Federal Rules of Bankruptcy Procedure. On December 14, 2009, the WMI Noteholders Group filed a notice of appeal therefrom (the “**Rule 2019 Appeal**”).

Q. On December 15, 2009, counsel for WMI sent two letters, entitled (1) “Freedom of Information Act Request” and (2) “Expedited Request for FDIC Exempt Records and Information” (collectively, the “**Record Requests**”). The FOIA/PA Group of FDIC Corporate closed the Freedom of Information Act Request, FDIC Log No. 09-2053, on February 17, 2010.

R. Pursuant to that certain Settlement Agreement, dated as of May 21, 2010 (the “**Initial Agreement**”), by and among the Parties and certain holders of claims against and equity interests in the Debtors (collectively, the “**Settlement Note Holders**”), the parties thereto agreed to compromise and settle claims and causes of action set forth in, among other actions and proceedings, the WMI Action, the JPMC Action, the Turnover Action, the Rule 2004 Inquiry, the Debtors’ Claims, the JPMC Claims, the Bankruptcy Stay Motions and the appeals therefrom, the FDIC Claims and the asserted transfer of the Trust Preferred Securities.

S. By order, dated July 28, 2010, the Bankruptcy Court approved the appointment of Joshua R. Hochberg as examiner (the “**Examiner**”) to investigate among other things, the claims and action being compromised and settled and the assets being transferred pursuant to the terms and provisions of the Initial Agreement.

T. Subsequent to the execution of the Initial Agreement, the parties thereto agreed to modify the Initial Agreement to address changed circumstances,



including, without limitation, (1) the appointment of the Examiner and the passage of time associated with delivery of the Examiner's final report and (2) a subsequent agreement in connection with Bank Bondholder Claims. These modifications were set forth in that certain (y) Amended and Restated Settlement Agreement, dated as of October 6, 2010, as amended (the "**Amended Agreement**"), which, among other things, extended the termination date therein to December 31, 2010, subject to the rights of the Debtors and JPMC to further extend such date to January 31, 2011 and (z) Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated October 6, 2010, as modified (the "**Sixth Plan**").

U. On November 1, 2010, the Examiner issued his final report and determined that the compromise and settlement embodied in the Initial Agreement was fair, reasonable and in the best interests of the Debtors, their creditors and the Debtors' chapter 11 estates.

V. Commencing on December 2, 2010, the Bankruptcy Court conducted a hearing to consider confirmation of the Sixth Plan and the reasonableness of the compromise and settlement set forth in the Amended Agreement. Thereafter, (1) by order, dated December 20, 2011, the Bankruptcy Court (a) stated that it would be unable to render a decision by the December 31, 2010 termination date and (b) requested that the parties to the Amended Agreement inform the Bankruptcy Court as to whether the termination date of the Amended Agreement would be extended to January 31, 2011 and (2) in response thereto, the Debtors and JPMC, with the consent of the Creditors' Committee, extended the termination date to January 31, 2011 and the Debtors filed a notice thereof with the Bankruptcy Court.

W. By opinion and order, each dated January 7, 2011, the Bankruptcy Court (1) denied confirmation of the Sixth Plan pending certain modifications being incorporated therein and (2) determined that (a) consummation of the transactions contemplated by the Amended Agreement was in the best interests of the Debtors, their creditors and the Debtors' chapter 11 estates, and (b) the compromise and settlement embodied in the Amended Agreement was fair and reasonable.

X. Due to, among other things, the passage of time, (1) the Settlement Note Holders have determined not to further extend the termination date of the Amended Agreement and (2) as result thereof, the Debtors exercised their rights pursuant to Section 7.3 of the Amended Agreement and terminated the Amended Agreement.

Y. The Parties remain committed to the compromise and settlement set forth in the Amended Agreement, as modified herein, and have concluded that because of, among other things, the complexity, inherent delay and substantial expense of litigating the issues associated with the WMI Action, the JPMC Action, the Turnover Action, the Rule 2004 Inquiry, the Debtors' Claims, the JPMC Claims, the Bankruptcy Stay Motions and the appeals therefrom, the FDIC Claim and the asserted transfer of the Trust Preferred Securities and the consequent issuance of the REIT Series, each as defined below, the length of time necessary to resolve each of the issues presented

therein, the complexity and uncertainty involved and the concomitant disruption to the Debtors' efforts to generate distributions for the benefit of the Debtors' creditors and of the FDIC Receiver's efforts to resolve matters with respect to the Receivership, it is in their respective best interests to resolve their disputes and related matters on the terms set forth in this Agreement and as embodied in the Plan, as defined below. The Debtors further believe that the compromise and settlement provided herein is fair and reasonable, and in the best interests of the Debtors, the Debtors' estates and their creditors.

Z. Contemporaneous with the execution and delivery of this Agreement, the Debtors have filed with the Bankruptcy Court that certain Modified Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated February 7, 2011 (as the same may be amended or modified from time to time in accordance with the terms hereof and thereof, the "**Plan**") and a supplemental disclosure statement in connection therewith (as amended, modified or supplemented from time to time, the "**Disclosure Statement**").

NOW, THEREFORE, the Parties, in consideration of the promises, covenants and agreements herein described and for other good and valuable consideration acknowledged by each of them to be satisfactory and adequate, and intending to be legally bound, do hereby mutually agree as follows:

## **ARTICLE I DEFINITIONS**

Section 1.1. Recitals. The recitals set forth above are incorporated by reference and are explicitly made a part of this Agreement.

Section 1.2. Definitions. The following definitions shall apply to and constitute part of this Agreement and all schedules, exhibits and annexes hereto:

"**Acquisition JPMC Entities**" shall mean JPMC in its capacity as the "**Acquiring Bank**" pursuant to the Purchase and Assumption Agreement and each former subsidiary of WMB acquired pursuant to the Purchase and Assumption Agreement (including each entity into which such former subsidiary may have been merged, consolidated or liquidated), together with JPMC in its capacity as the "**Purchaser**" pursuant to the Purchase and Assumption Agreement.

"**Actions**" shall mean, collectively, the WMI Action, the JPMC Action, the Turnover Action, the Record Requests, the Rule 2004 Inquiry and the Bankruptcy Stay Motions, together with any and all appeals therefrom, the Rule 2019 Appeal and any proceeding arising from the motions, dated June 23, 2009, to withdraw the reference for the WMI Action and the JPMC Action, respectively.

"**Admin Account**" shall mean that certain account, Account No. xxxxxx1206, maintained by WMI at WMB and having a balance as of the Petition Date

in the approximate amount of Fifty Two Million Six Hundred Thousand Dollars (\$52,600,000.00).

“**Affiliate**” shall mean, with respect to any specified entity, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified entity.

“**Affiliate Managed Fund**” shall mean, with respect to any specified entity, a fund, money market account, investment account or other account managed, directly or indirectly by such entity, by an Affiliate of such entity, by such entity’s investment manager, or by an Affiliate of such investment manager.

“**Affiliated Banks**” shall mean WMB and Washington Mutual Bank fsb (“**FSB**”).

“**Allowed Claim**” shall have the meaning ascribed to it in the Plan.

“**American Savings Litigation**” shall mean that certain litigation styled American Savings Bank, F.A. v. United States, No. 92-872C, currently pending in the United States Court of Federal Claims.

“**Anchor Litigation**” shall mean that certain litigation styled Anchor Savings Bank, FSB v. United States, No. 95-39C, pending in the United States Court of Federal Claims, and as an appeal in the United States Court of Appeals for Federal Circuit as Anchor Savings Bank, FSB v. United States, No. 2008-5175, -5182.

“**Assumed Liabilities**” shall mean, collectively, and except as otherwise set forth in this Agreement, the obligations, undertakings and liabilities expressly assumed by JPMC and the Acquisition JPMC Entities herein, as follows: (a) to the extent payment or performance of such liability or obligation arising from or relating to the period from and after the Effective Date, all obligations, undertakings and liabilities relating to such payment or performance, and (b) to the extent payment or performance of such liability or obligation was due during the period prior to the Effective Date, all obligations, undertakings and liabilities relating to such payment or performance to the extent of, and in the amounts of, the contractual obligations, undertakings and liabilities arising from or relating to such obligations, undertakings and liabilities; provided, however, that, for purposes of clause (b) above, or to the extent that the delay in payment or performance thereof was due to the actions or inactions, as the case may be, of the WMI Entities, “**Assumed Liabilities**” shall not include (i) any damages or compensation for any default, failure to perform or delay in the performance or payment of any obligations, undertakings, or liabilities in connection with such assets or agreements, whether or not provided for in any agreement, document, applicable provision of law or otherwise, (ii) any damages, losses, liabilities, claims or causes of action that are based in tort or on any statute, regulation, rule or principle of applicable or common law or promulgated by governmental or regulatory authority or agency, or that otherwise are extra contractual, or (iii) any special, exemplary, consequential or punitive damages.

***“BKK Litigation”*** shall mean that litigation styled California Dep’t. of Toxic Substances Control, et al. v. American Honda Motor Co, Inc., et al., No. CV05-7746 CAS (JWJ), currently pending in the United States District Court for the Central District of California.

***“Bond Indemnity”*** shall mean that certain General Agreement of Indemnity, dated as of June 14, 1999, executed and delivered by WMI in connection with the issuance of the Bonds.

***“Bonded Obligations”*** shall mean, collectively, those liabilities with respect to which the Bonding Companies issued the Bonds, whether or not such obligations are contingent, unliquidated or disputed.

***“Bonding Companies”*** shall mean, collectively, Safeco Insurance Company and each other insurance or bonding company that issued Bonds pursuant to the Bond Indemnity.

***“Bonds”*** shall mean the bonds issued by the Bonding Companies on behalf of one or more of the Affiliated Banks or their Affiliates, each as identified on Exhibit “D” hereto, together with the numbers of the respective proofs of claim which have been filed with the Bankruptcy Court in connection therewith.

***“Business Day”*** shall mean a day other than a Saturday, a Sunday or any other day on which commercial banks in New York, New York are required or authorized to close by law or executive order.

***“Buus Litigation”*** shall mean that certain litigation styled Buus v. Washington Mutual Pension Plan, et al., No. 07-CV-903 (MJP), currently pending in the United States District Court for the Western District of Washington.

***“Claims”*** shall mean any and all claims, causes of action, liabilities, obligations, undertakings, damages, losses or other rights or remedies, whether at law or in equity, including, without limitation, all “*claims*” as defined in section 101(5) of the Bankruptcy Code.

***“Confirmation Order”*** shall mean the order of the Bankruptcy Court confirming the Plan in accordance with section 1129 of the Bankruptcy Code, approving the compromise and settlement set forth in this Agreement and directing the consummation of the transactions contemplated herein, which order shall be in form and substance reasonably satisfactory to the Debtors, JPMC, the FDIC Receiver, FDIC Corporate and the Creditors’ Committee.

***“Disputed Accounts”*** shall mean the amounts and intercompany balances identified with the account numbers set forth on Exhibit “E” hereto.

**“Effective Date”** shall mean the first (1st) Business Day after the date on which all conditions to effectiveness set forth in Section 7.2 hereof shall have been satisfied or, to the extent not satisfied, waived in writing, in whole or in part, by each of the Parties.

**“ERISA Litigation”** shall mean that certain litigation styled In re Washington Mutual, Inc. ERISA Litigation, No. C07-1874 (MJP), currently pending in the United States District Court for the Western District of Washington.

**“FDIC Escrow Account”** shall mean the account established pursuant to the terms and conditions set forth in the Escrow Agreement attached hereto as Exhibit “F”.

**“FDIC Order of Investigation”** shall mean any “*Order of Investigation*” (or similarly titled investigative or regulatory action or proceeding) issued or commenced by, or in the name of, the FDIC Receiver or FDIC Corporate (as the case may be) pursuant to applicable provisions of the Federal Deposit Insurance Act, as amended, (including 12 U.S.C. §1818(n) and 12 U.S.C. §1821(d)(2)(l)) relating to any actual or potential investigation based upon, arising from, or in connection with the acts of former officers, directors, advisors and service providers of WMB or FSB (or their respective predecessors, successors or assigns). Without in any way limiting the foregoing, for purposes of this definition, subject matters covered by any such “*Order of Investigation*” shall include, but not be limited to, (a) compliance (or non-compliance) with applicable banking laws, rules and regulations, (b) fraudulent practices related to WMB’s retail banking, mortgage lending, small business lending and credit card operations and activities, (c) employee compensation and benefit arrangements, (d) the capitalization or under-capitalization of WMB, as the case may be, (e) the improper payment of dividends or other payments by WMB or FSB, as the case may be, to WMI and (f) general allegations of fraud, breach of duty or gross negligence.

**“FDIC Stay Relief Motion”** shall mean the motion, dated November 4, 2009, filed by the FDIC Receiver in the Bankruptcy Court seeking relief from the automatic stay pursuant to section 362 of the Bankruptcy Code in order to exercise rights pursuant to Section 9.5 of the Purchase and Assumption Agreement.

**“Final Order”** shall mean an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the applicable subject matter which has not been reversed, stayed, modified or amended and as to which (a) any right to appeal or seek certiorari, review, reargument, stay or rehearing has expired and no appeal or petition for certiorari, review, reargument, stay or rehearing is pending, or (b) an appeal has been taken or petition for certiorari, review, reargument, stay or rehearing has been filed and (i) such appeal or petition for certiorari, review, reargument, stay or rehearing has been resolved by the highest court to which the order or judgment was appealed or from which certiorari, review, reargument, stay or rehearing was sought or (ii) the time to appeal further or seek certiorari, review, reargument, stay or rehearing has expired and no such further appeal or petition for certiorari, review, reargument, stay or

rehearing is pending; provided, however, that the possibility that a motion pursuant to Rule 60 of the Federal Rules of Civil Procedure or Bankruptcy Rule 9024 may be filed relating to such order shall not cause such order to not be a Final Order.

**“Group”** shall mean (a) for U.S. federal income Tax purposes, any affiliated group of corporations within the meaning of section 1504 of the IRC, and (b) for state, local or foreign Tax purposes, any group of corporations that filed (or was required to file) as a combined, unitary or consolidated group under state, local or foreign Tax laws, with respect to which, for purposes of both clause (a) and clause (b) hereof, (i) any of the WMI Entities (or any predecessors thereof) is or was a member and (ii) WMB (or any predecessor thereof) or any subsidiary of WMB (or any predecessor thereof) as of September 24, 2008 is or was also a member.

**“Group Taxes”** shall mean any Taxes of the Group, as well as any Taxes imposed by the State of California in 2008 on any member of the U.S. consolidated group of which WMI was the common parent, whether imposed on a separate return basis, or on a combined, unitary or consolidated group basis.

**“Homeownership Carryback”** shall mean Section 13 of the Worker Homeownership, and Business Assistance Act of 2009.

**“Homeownership Carryback Refund Amount”** shall mean the amount of U.S. federal income Tax refunds of Pre-2009 Group Taxes that are solely attributable to the Homeownership Carryback less any Homeownership Refund Taxes or any decreases in refunds that would have been receivable without the Homeownership Carryback.

**“Homeownership Carryback Threshold”** shall mean the amount of Net Tax Refunds that would be a receivable applying the Tax law in effect on the date of calculation, but with the provisions of the IRC amended by the Homeownership Carryback replaced by the provisions of the IRC that would be in effect if the Homeownership Carryback had not been enacted, and without taking into account any Refund Related Group Taxes in excess of the Refund Related Group Taxes that would have been incurred if the IRC had not been amended by the Homeownership Carryback.

**“Homeownership Refund Taxes”** shall mean Taxes imposed on the Group (or any member of the Group) that would not have been imposed on the Group (or any member of the Group) but for the receipt, by the Group, a member of the Group or any Party to this Agreement, of Tax refunds that are attributable to the Homeownership Carryback.

**“IAA/FDIC”** shall mean that certain letter agreement, dated November 19, 2008, between the Debtors, the Creditors’ Committee and the FDIC Receiver, as may be amended.

**“IAA/JPMC”** shall mean that certain Information Access Agreement, dated November 21, 2008, between the Debtors and JPMC, as amended.

***“Interchange Litigation”*** shall mean, collectively, that certain litigation styled (a) In re Payment Card Interchange Fee and Merchant-Discount Antitrust Litigation, Master File No. 1:05-md-1720-JG-JO, currently pending in the United States District Court for the Eastern District of New York (“MDL 1720”), including any litigation that is transferred for coordinated or consolidated proceedings at any time to MDL 1720 by the Judicial Panel on Multidistrict Litigation or otherwise included at any time in MDL 1720 by order of any court of competent jurisdiction, and (b) Attridge v. Visa U.S.A. Inc. et al., Case No. CGC-04-436920, currently pending in California Superior Court.

***“IRC”*** shall mean the Internal Revenue Code of 1986, as amended from time to time, and any regulations promulgated thereunder.

***“IRS”*** shall mean the Internal Revenue Service.

***“Issuing Trusts”*** shall mean Washington Mutual Preferred (Cayman) I, Washington Mutual Preferred Funding Trust I, Washington Mutual Preferred Funding Trust II, Washington Mutual Preferred Funding Trust III and Washington Mutual Preferred Funding Trust IV.

***“JPMC Allowed Unsecured Claim”*** shall mean, collectively and in the aggregate, the claims of JPMC set forth in Section 2.22 hereof, which claims shall be classified with and treated in the same manner as other allowed general unsecured claims pursuant to the Plan; provided, however, that, in the sole and absolute discretion of the Debtors, for purposes of this Agreement and the compromise and settlement embodied herein, each Allowed Claim comprising the JPMC Allowed Unsecured Claim may be counted as a separate claim for purposes of voting to accept or reject the Plan.

***“JPMC Escrow Account”*** shall mean the account at JPMorgan Chase Bank, National Association, established pursuant to the terms and conditions set forth in the Escrow Agreement attached hereto as Exhibit “F”.

***“Lakeview Plan”*** shall mean that certain Retirement Income Plan for the Salaried Employees of Lakeview Savings Bank, which plan is intended to satisfy the tax requirements of Section 401 of the IRC and is sponsored by WMI.

***“Net Tax Refunds”*** shall mean the sum of (a) the amount of refunds of Pre-2009 Group Taxes deposited into the Refund Escrow Account plus (b) the amount of refunds of Pre-2009 Group Taxes actually received on or after the Petition Date by any Party (other than any refunds deposited in the Disputed Accounts and the WMI Accounts governed by Section 2.1 hereof), any current or future subsidiary of any Party, any entity that is or was a subsidiary of any Party at any time on or after the Petition Date, any entity that is or was an Affiliate at any time on or after the Petition Date of any Party, any successor of any Party (including, for the avoidance of doubt, any liquidating trust established pursuant to the Plan) or any member of any Group that, for whatever reason, has not been deposited in the Refund Escrow Account (treating, for all purposes under

this definition of “*Net Tax Refunds*” and for all purposes under Section 2.4 hereof, any credit, offset or abatement of any post-2008 Group Taxes received by any person arising because of an entitlement to a refund of Pre-2009 Group Taxes as a refund of Pre-2009 Group Taxes actually received by such person), and shall be computed net of (i) any Pre-2009 Group Tax Liabilities and any contingency fee relating to such refunds, (ii) any fees and expenses described in the second-to-last sentence of Section 2.4(i) hereof and (iii) any out-of-pocket expenses incurred by WMI or JPMC after the date hereof and solely relating to services performed after the date hereof with respect to outside legal or other tax advisors (which, for the avoidance of doubt, does not include Alvarez & Marsal LLC or any of its Affiliates) that are participating in any proceeding with any Tax Authorities to resolve any issues with Pre-2009 Group Taxes. For the avoidance of doubt, the inclusion of clause (iii) in the preceding sentence shall not reduce the amount that the FDIC Receiver would be entitled to receive pursuant to the terms and provisions of Section 2.4 hereof.

“***Person***” shall mean an individual, corporation, limited liability corporation, professional corporation, limited liability partnership, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and any spouses, heirs, predecessors, successors, representatives or assignees of any of the foregoing.

“***Plan Contribution Assets***” shall mean all right, title and interest of the WMI Entities, the JPMC Entities and the FDIC Parties in and to the assets set forth on Exhibit “G” hereto.

“***Pre-2009 Group Taxes***” shall mean Group Taxes determined, paid or imposed with respect to taxable periods ended on or prior to December 31, 2008 (including, for the avoidance of doubt, amounts that have been paid with respect to such period but may subsequently be refunded by a Tax Authority due to overpayment, a carryback of net operating losses, capital losses or other tax attributes, or a carryforward of net operating losses, capital losses or other tax attributes), and Refund Related Group Taxes. For the purpose of calculations made pursuant to this Agreement, any refund of Pre-2009 Group Taxes shall include both (a) the interest component of any such refund paid by a Tax Authority and (b) any interest otherwise earned on such refund prior to the date on which such refund is deposited into the Refund Escrow Account.

“***Pre-2009 Group Tax Liabilities***” shall mean any and all Pre-2009 Group Taxes:

(a) which, on or after the Petition Date, have been paid by, or on behalf of, the WMI Entities or any members of the Group (and, for the avoidance of doubt, including as “*payment*” the crediting or offsetting of any refunds of Pre-2009 Group Taxes against any non-Pre-2009 Group Taxes to which the WMI Entities or any members of the Group would otherwise have been entitled);



(b) which are unpaid but have been assessed against either of the WMI Entities (including any predecessor thereof) in their individual capacity or their capacity as common parent, key corporation or the like or any members of the Group, and in each case, such assessment has become final or has been reasonably agreed to with the relevant Taxing Authority pursuant to the procedures set forth in Section 2.4 hereof; or

(c) for which either of the WMI Entities (or any predecessor thereof) or any member of the Group is otherwise liable.

**“Purchase Price”** shall mean the consideration paid, sold, assigned and transferred by the Acquisition JPMC Entities pursuant to the 363 Sale and Settlement, including, without limitation, (a) the contribution and waiver of distributions with respect to the JPMC Allowed Unsecured Claim, (b) the waiver of any and all right, title and interest the Acquisition JPMC Entities may have in or to the Plan Contribution Assets being retained by the Debtors pursuant to the terms of this Agreement and the Plan, (c) the assumption of the Assumed Liabilities and (d) the payment of certain Allowed Claims pursuant to the Plan.

**“Qualified Plans”** shall mean, collectively, the Lakeview Plan and the WaMu Pension Plan.

**“Refund Escrow Account”** shall mean the account established pursuant to the terms and conditions of that certain Escrow Agreement, the form of which is attached hereto as Exhibit “F”.

**“Refund Related Group Taxes”** shall mean any U.S. federal income Taxes imposed on the Group or WMB, as a direct result of the allowance or receipt of any refunds, credits or offsets of Pre-2009 Group Taxes (including any interest component of such refunds, credits or offsets) or the carryback of any net operating losses resulting in such refunds, credits or offsets, for which a cash or equivalent payment is made to the IRS either (1) by virtue of the allowance or receipt of such refunds, credits or offsets of Pre-2009 Group Taxes, or (2) on the triggering of any negative basis in the shares of WMB at the time of a deconsolidation of WMB. The maximum amount that shall be considered a Refund Related Group Tax under subsection (2) of this definition is the amount of U.S. federal income Taxes that would be imposed if the negative basis (if any) were no greater than the negative basis that would exist (if any) if the basis of the WMB shares held by WMI on December 31, 2008 were reduced by the total net operating losses used to offset Pre-2009 Group Taxes.

**“REIT Series”** shall mean, collectively, those certain (a) Series I Perpetual Non-Cumulative Fixed-To-Floating Preferred Stock, (b) Series J Perpetual Non-Cumulative Fixed Rate Preferred Stock, (c) Series L Perpetual Non-Cumulative Fixed-To-Floating Rate Preferred Stock, (d) Series M Perpetual Non-Cumulative Fixed-To-Floating Rate Preferred Stock, and (e) Series N Perpetual Non-Cumulative Fixed-To-Floating Rate Preferred Stock.

**“REIT Trust Holders”** shall mean those entities which are holders of record of the REIT Series as of the record date for purposes of voting to accept or reject the Plan, including, without limitation, the Settlement Note Holders.

**“Related Actions”** shall mean the Actions, the Texas Litigation or any claims objection process with respect to the JPMC Claims or the FDIC Claim or any similar proceeding that could have been brought by the Parties against any Releasees in the Bankruptcy Court or such other court of competent jurisdiction prior to the date hereof.

**“Released Claims”** shall mean, collectively, (a) any and all WMI Released Claims, JPMC Released Claims, FDIC Released Claims, Settlement Note Released Claims and Creditors’ Committee Released Claims, (b) claims or causes of action that arise in, relate to or have been or could have been asserted (i) in the Chapter 11 Cases, the Receivership or the Related Actions, or (ii) by the Debtors (with respect to releases given by the Debtors) and by Creditors relating to Claims or holders of Equity Interests relating to Equity Interests, as the case may be, they have against the Debtors (with respect to releases given by Creditors or holders of Equity Interests, as the case may be), and (c) claims that otherwise arise from or relate to the Receivership, the Purchase and Assumption Agreement, the 363 Sale and Settlement, the Plan, this Agreement, and the negotiations and compromises set forth in this Agreement and the Plan, including, without limitation, in connection with or related to any of the Debtors, the Affiliated Banks, and their respective subsidiaries, assets, liabilities, operations, property or estates, the assets to be received by JPMC pursuant to this Agreement, the Debtors’ Claims, the JPMC Claims, the FDIC Claim, 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, or 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); provided, however, that “Released Claims” does not include (1) any and all claims that the JPMC Entities, the Receivership, the FDIC Receiver and the FDIC Corporate are entitled to assert against each other or any other defenses thereto pursuant to the Purchase and Assumption Agreement, which claims and defenses shall continue to be governed by the Purchase and Assumption Agreement, (2) any and all claims held by entities against WMB, the Receivership and the FDIC Receiver solely with respect to the Receivership, and (3) any avoidance action or claim objection regarding an Excluded Party or the WMI Entities, WMB, each of the Debtors’ estates, the Reorganized Debtors and their respective Related Persons; and, provided, further, that “Released Claims” is not intended to release, nor shall it have the effect of releasing, any party from the performance of its obligations in accordance with this Agreement, the Confirmation Order or the Plan.

**“Releasees”** shall mean, collectively, the WMI Releasees, the JPMC Releasees, the FDIC Releasees and the Creditors’ Committee Releasees, each as defined below.

**“Releasing REIT Trust Holder”** shall mean a REIT Trust Holder that (a) votes to accept the Plan, (b) does not otherwise interpose an objection to confirmation of the Plan as it relates to the REIT Series or the Trust Preferred Securities, (c) acknowledges that JPMC or its designee is the sole legal, equitable and beneficial owner of the Trust Preferred Securities for all purposes and that such REIT Trust Holder has no legal, equitable or beneficial interest in the Trust Preferred Securities, and (d) executes and delivers the release of claims against the Releasees, as set forth in Section 2.24 hereof, and as incorporated into the ballot with respect to the solicitation of acceptances and rejections to the Plan; provided, however, that, in the event that the class of REIT Series Holders as set forth in the Plan (Class 19) accepts the Plan in accordance with the provisions of section 1126 of the Bankruptcy Code, **“Releasing REIT Trust Holder”** shall be deemed to include each REIT Trust Holder and each REIT Trust Holder shall be deemed to have executed and delivered the release of claims against the Releasees, as set forth in Section 2.24 hereof, and shall receive the requisite payment or distribution from JPMC in accordance with the provisions of Section 2.24 hereof and the Plan.

**“Releasor”** shall mean any Person that provides a release to any of the Releasees pursuant to the terms of this Agreement.

**“Reorganized Debtors”** shall mean WMI and WMIIC, as reorganized.

**“Schedules”** shall mean the schedules of liabilities, as such schedules have been or may be amended during the period up to and including the Effective Date, filed by the Debtors with the Bankruptcy Court pursuant to Rule 1007(b) of the Federal Rules of Bankruptcy Procedure.

**“Tax Authority”** shall mean any federal, state, local or foreign government, or agency, instrumentality or employee thereof, court or other body (if any) charged with the administration of any Law relating to Taxes.

**“Tax Dispute Resolution Procedure”** shall mean the procedures to be used by WMI, JPMC and the FDIC Receiver to reconcile issues associated with the calculation and estimation of Taxes, all as set forth in Section 2.4(i) hereof.

**“Tax Return”** shall mean any return, declaration, form, election letter, report, statement, estimates, information return, or other information filed or required to be filed with respect to any Taxes, including any schedule or attachment thereto or amendment thereof, including any claim for a Tax refund.

**“Taxes”** shall mean (a) all federal, state, local or foreign taxes, including, without limitation, all net income, alternative minimum, net worth or gross receipts, capital, value added, franchise, profits and estimated taxes, and (b) all interest, penalties, fines, additions to tax or additional amounts imposed by any Tax Authority or paid in connection with any item described in clause (a) hereof.

***“Texas Litigation”*** shall mean that certain litigation styled American National Insurance Company v. FDIC, Case No. 09-1743 (RMC), currently pending in the D.C. District Court.

***“363 Sale and Settlement”*** shall mean, collectively, the compromise and settlement set forth herein pursuant to Bankruptcy Rule 9019 and the Plan regarding, among other things, and including, without limitation, agreements with respect to the ownership of the Plan Contribution Assets and the sale, transfer and assignment pursuant to the Plan and sections 363 and 365 of the Bankruptcy Code (a) of any and all right, title and interest any of the WMI Entities may have in (i) the Trust Preferred Securities, (ii) any checks made out to or funds received by WMI, or otherwise for the benefit of the WMI Medical Plan, the JPMorgan Chase Flexible Benefits Plan for Heritage WaMu Active Employees and the JPMorgan Chase Flexible Benefits Plan for Heritage WaMu Retirees, (iii) the JPMC Rabbi Trusts and the JPMC Policies, as defined below, (iv) the WaMu Pension Plan and the Lakeview Plan and all of the sponsor’s interest in the assets contained in any trusts or otherwise associated with such plans, (v) the WMI Medical Plan, (vi) certain intellectual property set forth in Section 2.17 hereof, (vii) the Anchor Litigation, (viii) the Visa Shares, (ix) JPMC Wind Investment Portfolio LLC, (x) the Bonds, and (xi) certain tax refunds as set forth in Section 2.4 hereof, in the case of each of the foregoing (a)(i) through (a)(xi), to JPMC or its designee, free and clear of all liens, Claims, interests and encumbrances of any Person, other than the Claims, interests, liens and encumbrances of any JPMC Entity, if any, and (b) of any and all right, title and interest of an Acquisition JPMC Entity and any subsidiary or Affiliate of an Acquisition JPMC Entity may have in (i) HS Loan Corporation, (ii) the WMI Rabbi Trust and the WMI Policies, as defined below, (iii) the intellectual property referred to in Section 2.17 hereof, and (iv) certain tax refunds as set forth in Section 2.4 hereof, in the case of each of (b)(i) through (b)(iv) to the WMI Entities or their designee, free and clear of all liens, Claims, interests and encumbrances of any Person, other than the Claims, interests, liens and encumbrances of the WMI Entities; provided, however, that, in accordance with section 1146 of the Bankruptcy Code, the sales, transfers or assignments contemplated herein pursuant to the 363 Sale and Settlement shall not be subject to any transfer or stamp tax.

***“Trust Preferred Holders”*** shall mean, collectively, all holders of any legal, equitable or beneficial interest in any Trust Preferred Securities, including the holders of record of any REIT Series as of the date on which the Bankruptcy Court approves the Disclosure Statement, including, without limitation, the Settlement Note Holders.

***“Trust Preferred Securities”*** shall mean, collectively, those certain (a) Washington Mutual Preferred Funding (Cayman) I Ltd. 7.25% Perpetual Non-Cumulative Preferred Securities, Series A-1, (b) Washington Mutual Preferred (Cayman) I Ltd. 7.25% Perpetual Non-Cumulative Preferred Securities, Series A-2, (c) Washington Mutual Preferred Funding Trust I Fixed-to-Floating Rate Perpetual Non-Cumulative Trust Securities, (d) Washington Mutual Preferred Funding Trust II Fixed-to-Floating Rate Perpetual Non-Cumulative Trust Securities, (e) Washington Mutual Preferred

Funding Trust III Fixed-to-Floating Rate Perpetual Non-Cumulative Trust Securities, and (f) Washington Mutual Preferred Funding Trust IV Fixed-to-Floating Rate Perpetual Non-Cumulative Trust Securities.

***“Unknown Claims”*** shall mean any Released Claim, as defined herein, that any Releasor, as defined herein, does not know or suspect to exist in his, her or its favor at the time of giving the release in this Agreement that if known by him, her or it, might have affected his, her or its settlement and release in this Agreement. With respect to any and all Released Claims, each Releasor shall expressly waive or be deemed to have waived, and by operation of the Confirmation Order shall have waived the provisions, rights and benefits of California Civil Code § 1542 (to the extent it applies herein), which provides:

A GENERAL RELEASE DOES NOT EXTEND TO  
CLAIMS WHICH THE CREDITOR DOES NOT KNOW  
OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT  
THE TIME OF EXECUTING THE RELEASE, WHICH IF  
KNOWN BY HIM OR HER MUST HAVE  
MATERIALLY AFFECTED HIS OR HER  
SETTLEMENT WITH THE DEBTORS.

Each Releasor expressly waives, and shall be deemed to have waived, and by operation of the Confirmation Order shall have waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, that is similar, comparable or equivalent in effect to California Civil Code § 1542. The Releasors may hereafter discover facts in addition to or different from those that any of them now knows or believes to be true with respect to the subject matter of the Released Claims, but each Releasor shall expressly have and shall be deemed to have, and by operation of the Confirmation Order shall have fully, finally and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, that now exist or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including conduct that is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Each Releasor acknowledges and shall be deemed to have acknowledged, and by operation of the Confirmation Order shall have acknowledged, that the foregoing waiver was separately bargained for and a key element of the settlement of which this release is a part.

***“Visa Shares”*** shall mean the 3.147 million Class B shares of Visa Inc. held by WMI and set forth on the Schedules and/or WMI’s books and records as of the Petition Date.

**“WaMu Pension Plan”** shall mean that certain WaMu Pension Plan, which plan is intended to satisfy the tax requirements of Section 401 of the IRC and is sponsored by WMI.

**“WMI Accounts”** shall mean the accounts as set forth on Exhibit “E” hereto that are not Disputed Accounts.

**“WMI Entities”** shall mean WMI, WMIIC, Ahmanson Obligation Company, H.S. Loan Corporation, Marion Insurance Company, WAMU 1031 Exchange, WM Mortgage Reinsurance Company, Inc., WM Citation Holdings, LLC, Washington Mutual Finance Group, LLC, Soundbay Leasing LLC, WMGW Delaware Holdings LLC, WMI Rainier LLC and Washington Mutual Capital Trust.

**“WMI Medical Plan”** shall mean Washington Mutual, Inc. Flexible Benefits Plan.

**“Washington Mutual Escrow Account”** shall mean the account at Wells Fargo Bank, N.A. established pursuant to the terms and conditions set forth in the Escrow Agreement attached hereto as Exhibit “F”.

Section 1.3. Other Terms. Other terms may be defined elsewhere in this Agreement and, unless otherwise indicated, shall have such meaning throughout this Agreement. As used in this Agreement, any reference to any federal, state, local, or foreign law, including any applicable law, will be deemed also to refer to such law as amended and all rules and regulations promulgated thereunder, unless the context requires otherwise. The words **“include”**, **“includes”**, and **“including”** will be deemed to be followed by **“without limitation”**. Pronouns in masculine, feminine, or neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. The words **“this Agreement”**, **“herein”**, **“hereof”**, **“hereby”**, **“hereunder”**, and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited.

Section 1.4. Interpretation. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties hereto and no presumption or burden of proof will arise favoring or disfavoring any party hereto because of the authorship of any provision of this Agreement.

## **ARTICLE II SETTLEMENT TERMS**

Section 2.1. WMI Accounts and Disputed Accounts. On the Effective Date, and in partial consideration for the assets sold pursuant to the 363 Sale and Settlement, (a) the JPMC Entities and the FDIC Parties shall (i) waive any and all claims, rights and liabilities with respect to the WMI Accounts and the Disputed Accounts,

including, without limitation, rights of setoff pursuant to section 553 of the Bankruptcy Code and other applicable law and (ii) take such actions, if any, as may be reasonably requested by WMI, including, without limitation, (A) filing with the Bankruptcy Court such notices or pleadings setting forth the waiver of any and all interest in the WMI Accounts and the Disputed Accounts by the JPMC Entities and the FDIC Parties and (B) seeking the dismissals referred to in Section 2.6(b) hereof, (b) the FDIC Parties shall waive and release any and all rights to seize or set off the WMI Accounts and the Disputed Accounts and any funds contained therein in accordance with Section 9.5 of the Purchase and Assumption Agreement, including, without limitation, by withdrawing, with prejudice, the FDIC Stay Relief Motion, and (c) JPMC shall pay to WMI, or such other of the WMI Entities as WMI shall designate, the amounts contained in the Disputed Accounts and the WMI Accounts as of the Effective Date, net of eighty percent (80%) of the amounts received by WMI during the period from the Petition Date up to and including the date hereof attributable to refunds of Pre-2009 Group Taxes deposited into the Disputed Accounts and the WMI Accounts (including the interest component of any such refunds and interest, if any, earned thereon), free and clear of all liens, Claims, interests and encumbrances of any Person. Without limiting the generality of the foregoing, on and effective as of the Effective Date, JPMC, as successor to WMB, shall (y) release any security interest in or lien upon the Admin Account and the monies contained therein and (z) release and otherwise transfer the Admin Account and the funds contained therein in accordance with the direction of WMI. To ensure allocation of any funds credited to the WMI Accounts and the Disputed Accounts in accordance with the terms and provisions of this Agreement, as soon as practicable following execution and delivery of this Agreement, but in no event later than five (5) Business Days subsequent hereto, JPMC shall take any and all action as is appropriate or as WMI may reasonably request to verify all amounts credited or debited to the WMI Accounts and the Disputed Accounts from and after the Petition Date and shall provide copies of all such documentation to the FDIC Receiver contemporaneously with the delivery thereof to WMI.

Section 2.2. Deposit Account Interest. From and after the date hereof, interest shall continue to accrue or be deemed to accrue on the balances specified for the WMI Accounts and the Disputed Accounts at the greater of (a) three (3) basis points and (b) such other amount as may be quoted by JPMC as applicable to one, three and six month rates, as selected by WMI in its sole and absolute discretion.

Section 2.3. Trust Preferred Securities. On and effective as of the Effective Date, and pursuant to the 363 Sale and Settlement, (a) JPMC or its designee shall be deemed to be the sole legal, equitable, and beneficial owner of the Trust Preferred Securities for all purposes, (b) the WMI Entities and the FDIC Parties shall be deemed to have sold, transferred, and assigned any and all right, title and interest the WMI Entities may have or may ever have had in the Trust Preferred Securities, free and clear of any Claims, liens, interests and encumbrances of any Person, other than the Claims, interests, liens and encumbrances of JPMC, if any, (c) any obligation of WMI to transfer the Trust Preferred Securities to WMB, including in accordance with that certain

Assignment Agreement, effective as of September 25, 2008, between WMI and WMB, shall be deemed to have been fully satisfied by the contribution to WMB of the Trust Preferred Securities as of September 25, 2008 and thereafter sold and transferred to JPMC in accordance with the Purchase and Assumption Agreement, (d) WMI and the FDIC Parties consent to the sale and transfer of such obligations to JPMC and the Trust Preferred Securities shall be deemed to have been transferred by WMI to JPMC in satisfaction of such obligation as of September 26, 2008, (e) with respect to matters related to the Trust Preferred Securities, all persons and entities shall be authorized and directed to take instructions solely from JPMC or its designee with respect to those items as to which the owner is entitled to give instructions, (f) any and all persons and entities shall be authorized and directed to take necessary, proper or advisable actions and all other actions reasonably requested or instructed by JPMC to record, reflect, transfer, vest, assign, convey, and maintain, as necessary, that a transfer of the Trust Preferred Securities was made to WMI (and subsequently by WMI to JPMC) and that JPMC is the sole legal, equitable, and beneficial owner of the Trust Preferred Securities as transferee of WMI, including, without limitation, by: (i) causing the applicable trustees, registrars, paying agents, depositary, and transfer agents to amend their records (including the securities registers of each Issuing Trust) to reflect a transfer of the Trust Preferred Securities to WMI and then to WMB, and to reflect JPMC as the sole legal, equitable, and beneficial owner of the Trust Preferred Securities; (ii) causing the trustees and boards of directors of the Issuing Trusts to take all necessary, proper and advisable action to reflect JPMC as the sole legal, equitable, and beneficial owner of the Trust Preferred Securities; and (iii) amending any agreements, articles, or declarations to reflect JPMC as the sole legal, equitable, and beneficial owner of the Trust Preferred Securities; and (g) all claims against the Debtors, the WMI Entities, the Acquisition JPMC Entities and the FDIC Parties with respect to the Trust Preferred Securities shall be released and withdrawn, with prejudice, including any claims under section 365(o) of the Bankruptcy Code or any priority claim under section 507(a)(9) of the Bankruptcy Code.

Section 2.4. Tax Matters. It is the understanding of the Parties that this Section 2.4 allocates (i) the Homeownership Carryback Refund Amount thirty and three hundred fifty-seven thousandths percent (30.357%) to the FDIC Receiver and sixty-nine and six hundred forty-three thousandths (69.643%) to WMI, and (ii) all other Net Tax Refunds eighty percent (80%) to JPMC and twenty percent (20%) to WMI, and this Section 2.4 shall be interpreted in a manner consistent with this understanding.

(a) Cooperation; Control of Tax Matters.

(i) From and after the date hereof, WMI, JPMC and the FDIC Receiver (on behalf of WMB) shall cooperate with each other to maximize the amount of Net Tax Refunds received (which, for avoidance of doubt, includes taking such actions as necessary to ensure that net operating losses incurred in connection with Pre-2009 Group Taxes shall to the maximum extent possible be carried back in order to maximize Net Tax Refunds). Notwithstanding anything in this Agreement or otherwise to the contrary, WMI and the FDIC Receiver (on behalf of WMB) agree to make and shall make (or cause to be made), if not already made, any elections or filings necessary



to ensure that the 2008 tax year shall be the tax year of the Group to which the 5-year carryback available under Section 172(b)(1)(H) of the Internal Revenue Code of 1986, as amended, shall apply (the “**Election**”). Each of WMI and the FDIC Receiver represent that it has not made any election or filing which would make the Election invalid or inoperative in any way.

(ii) From and after the date hereof, subject to the terms and provisions of Section 2.4(a)(iii) hereof, but without otherwise limiting the foregoing, WMI, JPMC and the FDIC Receiver shall jointly control and administer all Pre-2009 Group Tax matters, in respect of all relevant Tax years, that (x) relate to U.S. federal income tax and (y) are reasonably expected to have a material effect on the amount of Net Tax Refunds to which the FDIC Receiver is entitled under this Agreement, provided, however, that the FDIC Receiver's concurrence shall not be required with respect to any settlement offers made or accepted by WMI on or before May 21, 2010, the principal terms of which have been evidenced in writing (whether or not such offer or acceptance is conditioned upon approval of any supervising authority). For the avoidance of doubt, the preceding sentence shall not apply to give the FDIC Receiver joint control of any proceedings related to any of the predecessor entities listed on Schedule 2.4(a). WMI and JPMC shall jointly control and administer all other Pre-2009 Group Tax matters, in respect of all relevant Tax years. From and after the date hereof, WMI, JPMC and the FDIC Receiver shall consult with and keep one another fully informed on all other Pre-2009 Group Tax matters that are jointly controlled by WMI, JPMC and the FDIC Receiver pursuant to the first sentence of this Section 2.4(a)(ii), and their ongoing discussions with the applicable Tax Authorities in respect of such Group Tax matters. From and after the date hereof, each of WMI and JPMC shall consult with and keep each other fully informed on all other Pre-2009 Group Tax matters and its ongoing discussions with the applicable Tax Authorities, and shall, from time-to-time, inform the FDIC Receiver of the status of all other Tax proceedings relating to Net Tax Refunds. For purposes of the foregoing, the administration of Pre-2009 Group Tax matters shall include, without limitation, the resolution of all current and pending Tax controversies (both administrative and judicial), the filing of any related carryback claims, elections, and other Tax Returns, and the entering into any other related agreements with a Tax Authority, except to the extent that such actions must be, pursuant to a legal or regulatory requirement, undertaken by the FDIC Receiver on behalf of WMB (or any subsidiary of WMB on or before September 24, 2008). For this purpose, JPMC and WMI will each have the right to participate in any meetings or proceedings related to the resolution of any Tax controversy that relates to the resolution of Pre-2009 Group Tax matters and each Party to this Agreement agrees to execute any forms, including (but not limited to) IRS Forms 2848, to authorize such participation upon the request of either JPMC or WMI; provided, however, in deciding whether to participate in any such meeting or proceeding, JPMC will give due consideration (in consultation with WMI and the FDIC Receiver) to whether participation by JPMC in any such meeting or proceeding would, in JPMC's sole discretion, materially adversely affect the resolution of the Pre-2009 Group Tax matters at issue and related proceedings. Similarly, the FDIC Receiver will have the right to participate in any meetings or proceedings related to the resolution of any Tax

controversy that relates to the resolution of Pre-2009 Group Tax matters that are jointly controlled by WMI, JPMC and the FDIC Receiver pursuant to the first sentence of this Section 2.4(a)(ii), and each Party to this Agreement agrees to execute any forms, including (but not limited to) IRS Forms 2848, to authorize such participation upon the request of the FDIC Receiver; provided, however, in deciding whether to participate in any such meeting or proceeding, the FDIC Receiver will give due consideration (in consultation with WMI and JPMC) to whether participation by the FDIC Receiver in any such meeting or proceeding would, in the FDIC Receiver's sole discretion, materially adversely affect the resolution of the Pre-2009 Group Tax matters at issue and related proceedings. Notwithstanding WMI's and JPMC's control over the administration of certain Pre-2009 Group Tax matters, to the extent that any of the foregoing actions must be undertaken by the FDIC Receiver as a result of a legal or regulatory requirement, then the FDIC Receiver shall take any actions that are reasonably requested by WMI and JPMC jointly with respect to Pre-2009 Group Taxes. None of WMI, JPMC and the FDIC Receiver shall, with respect to Taxes, make or change any Tax election, change any annual Tax accounting period, adopt or change any method of Tax accounting, enter into any closing agreement, settle any Tax claim or assessment, surrender any right to claim a Tax refund, offset or other reduction in Tax liability, or consent to any extension or waiver of the limitations period applicable to any Tax claim or assessment relating to any Pre-2009 Group Tax matters unless it obtains the written consent of: (x) in the case of any such action that is to be taken by WMI, JPMC and, to the extent it has joint control over with respect to the matter pursuant to the first sentence of this Section 2.4(a)(ii), the FDIC Receiver; (y) in the case of any such action that is to be taken by JPMC, WMI and, to the extent it has joint control over with respect to the matter pursuant to the first sentence of this Section 2.4(a)(ii), the FDIC Receiver; and (z) in the case of any such action that is to be taken by the FDIC Receiver, each of WMI and JPMC (which, in the case of each of (x), (y) and (z), shall not be unreasonably withheld or delayed).

(iii) From and after the date hereof, to the extent reasonably necessary to administer and resolve any Pre-2009 Group Tax matter, (A) JPMC shall provide each of WMI and the FDIC Receiver access in a reasonable and timely manner to historic WMI or WMB employees with material knowledge of such matters who are currently employees of JPMC, and WMI shall provide each of JPMC and the FDIC Receiver access in a reasonable and timely manner to historic WMI, JPMC or WMB employees with material knowledge of such matters that are currently employees of WMI and (B) JPMC shall provide each of WMI and the FDIC Receiver, and, with respect to each of WMI and the FDIC Receiver, its officers, employees, and representatives (including, without limitation, its legal and tax advisors) with reasonable and timely access to all information, data, and documentation (including, without limitation, tax and accounting records, financial information records and financial information systems, databases, email servers, and other electronic information systems) within its possession or control and reasonably necessary to administer and resolve any Pre-2009 Group Tax matter, and WMI shall provide each of JPMC and the FDIC Receiver, and, with respect to each of JPMC and the FDIC Receiver its officers, employees, and representatives (including, without limitation, its legal and tax advisors)

with reasonable and timely access to all information, data, and documentation (including, without limitation, tax and accounting records, financial information records and financial information systems, databases, email servers, and other electronic information systems) within its possession or control and reasonably necessary to administer and resolve any Pre-2009 Group Tax matter. WMI and JPMC, respectively, shall provide such information, data, and documentation in a manner and forum reasonably convenient to each of WMI, JPMC and the FDIC Receiver, and shall permit the other Parties, through their officers, employees, and representatives, to make extracts and copies of such information, data, and documents to the extent reasonably necessary in the administration and resolution of any Pre-2009 Group Tax matter.

(iv) Without in any way limiting the foregoing, the FDIC Receiver (on behalf of WMB) shall fully cooperate with WMI and JPMC with respect to the administration and resolution of all Pre-2009 Group Tax matters, will reasonably provide WMI, the Creditors' Committee and JPMC, through their respective officers, employees, and representatives, the necessary information, data, and documentation (electronic and otherwise and notwithstanding the termination of the IAA/JPMC pursuant to Section 2.20 hereof) within its possession or control in support of such administration and resolution (including providing such documentation in a reasonable location and within a reasonable timeframe), and shall permit WMI and JPMC, through their respective officers, employees, and representatives, to make extracts and copies of such information, data, and documents to the extent reasonably necessary in the administration and resolution of any Pre-2009 Group Tax matter. The Parties agree that any request for information that may reasonably be available both from JPMC and the FDIC Receiver shall first be requested from JPMC.

(v) Without limiting WMI's rights under Section 8.7 hereof, in the event WMI transfers all or part of its rights under this Section 2.4 to a liquidating trust pursuant to the Plan, WMI may assign (but is not obligated to assign) any or all of its control rights under this Section 2.4 to such liquidating trust; provided, however, that WMI shall continue to be responsible for all the liabilities and obligations of WMI under Section 2.4 of this Agreement; and, provided, further, however, that, if WMI assigns all of its rights and obligations under this Section 2.4 to a liquidating trust, WMI shall have no further liability or obligations under this Section 2.4 as long as the transfer to the liquidating trust shall not impose any additional liabilities or obligations on JPMC.

(vi) Notwithstanding anything to the contrary in this Agreement, the FDIC Receiver may not assign its rights under this Section 2.4(a) without the prior written consent of WMI and JPMC. Any purported assignment in violation of the preceding sentence shall be null and void.

(b) Receipt and Distribution of Tax Refunds. WMI, the FDIC Receiver and JPMC (as applicable, including on behalf of WMB and any subsidiary acquired by JPMC from the FDIC Receiver on behalf of WMB) shall jointly direct all Tax Authorities to pay any refunds of Pre-2009 Group Taxes to the Refund Escrow

Account. In the event that any Party, any current or future subsidiary of any Party, any entity that is or was a subsidiary of any Party at any time on or after the Petition Date, any entity that is or was an Affiliate at any time on or after the Petition Date of any Party, any successor of any Party (including, for the avoidance of doubt, any liquidating trust established pursuant to the Plan), or any member of any Group has received on or after the Petition Date or hereafter receives any refund of Pre-2009 Group Taxes (other than any refunds deposited in the Disputed Accounts and the WMI Accounts governed by Section 2.1 hereof), the relevant Party shall promptly remit or cause to be remitted the amount of such refunds to the Refund Escrow Account. To the extent reasonably determined (as provided in Section 2.4(a)(ii) hereof) by WMI, JPMC and the FDIC Receiver jointly to be necessary for the discharge of Pre-2009 Group Tax Liabilities, WMI, JPMC and the FDIC Receiver shall jointly direct the custodian of the Refund Escrow Account to make remittances to discharge Pre-2009 Group Tax Liabilities.

(i) As soon as practical following JPMC's awareness that any Party, any current or future subsidiary of any Party, any entity that is or was a subsidiary of any Party at any time on or after the Petition Date, any entity that is or was an Affiliate at any time on or after the Petition Date of any Party, any successor of any Party (including, for the avoidance of doubt, any liquidating trust established pursuant to the Plan), or any member of any Group has received a refund of Pre-2009 Group Taxes, other than any refunds deposited in the Disputed Accounts and the WMI Accounts governed by Section 2.1 hereof (or if already received, following the Effective Date), JPMC will reasonably estimate the following amounts:

(A) The total expected amount of Pre-2009 Group Tax Liabilities (the "***Expected Pre-2009 Group Tax Liabilities***");

(B) The Homeownership Carryback Threshold;

and

(C) The Homeownership Carryback Refund Amount.

For the avoidance of doubt, any estimated amount of the Homeownership Carryback Threshold shall be calculated net of the Expected Pre-2009 Group Tax Liabilities that have not, at the time of the calculation, been paid.

(ii) (A) Upon receipt of any refund of Pre-2009 Group Taxes, an amount equal to fifty percent (50%) of the interest component of such refund shall be distributed, in aggregate, as applicable to WMI, JPMC and the FDIC Receiver. Such direct distributions shall be made in the proportion to which the refunds to which such interest relates are divided between WMI, JPMC and the FDIC Receiver under this Agreement (it being understood that such interest which relates to the Homeownership Carryback Refund Amount shall be paid thirty and three hundred fifty-seven thousandths percent (30.357%) to the FDIC Receiver and sixty-nine and six hundred forty-three thousandths percent (69.643%) to WMI); all other such interest shall

be paid eighty percent (80%) to JPMC and twenty percent (20%) to WMI. Such direct distributions to WMI, JPMC and the FDIC Receiver shall be treated, for all computational purposes of this Agreement, as if such distributions were distributions to the Washington Mutual Escrow Account, the JPMC Escrow Account and the FDIC Escrow Account, respectively, and released therefrom.

(B) At least quarterly (on or prior to each March 1, June 1, September 1 and December 1), fifty percent (50%) of all amounts earned by the Refund Escrow Account with respect to assets held in such account shall be distributed to WMI, JPMC and the FDIC Receiver in the same proportion that the Net Tax Refunds which were held in the Refund Escrow Account and generated such earnings are expected to be distributed to each of WMI, JPMC and the FDIC Receiver, as determined pursuant to the then-current adjusted estimates of the amount of Net Tax Refunds that will be received and the then-current Homeownership Carryback Threshold that are calculated under Section 2.4(b) of this Agreement and adjusted under Section 2.4(c) of this Agreement. In each case, such direct distributions to WMI, JPMC and the FDIC Receiver shall be treated, for all computational purposes of this Agreement, as if such distributions were distributions to the Washington Mutual Escrow Account, JPMC Escrow Account and the FDIC Escrow Account, respectively, and released therefrom.

(iii) Upon estimation of the amounts pursuant to Section 2.4(b)(i) hereof (subject to the Tax Dispute Resolution Procedure), and if any amounts were paid to a Tax Authority pursuant to Section 2.4(g)(iv), JPMC, WMI and the FDIC Receiver shall jointly direct the custodian of the Refund Escrow Account to pay (A) eighty percent (80%) of any amount of refund received attributable to Pre-2009 Group Taxes to JPMC, and (B) twenty percent (20%) of any amount of refund received attributable to Pre-2009 Group Taxes to WMI, in each case until the gross amounts paid by JPMC and WMI, as the case may be, pursuant to Section 2.4(g)(iv) hereof has been offset by gross amounts paid to JPMC and WMI, as the case may be, pursuant to this Section 2.4(b)(iii) provided, however, that, if any person pursuant to this Section 2.4 shall have not made all or part of a payment required by Section 2.4(g)(iv) hereof, such person will be reimbursed pursuant to this Section 2.4(b)(iii) only up to the amount such person paid pursuant to Section 2.4(g)(iv) hereof. Notwithstanding anything contained herein to the contrary, to the extent that any Pre-2009 Group Tax Liabilities were paid by any Party hereto (or any Affiliate of such Party) other than pursuant to Section 2.4(g) hereof, then JPMC, WMI and the FDIC Receiver shall jointly direct the custodian of the Refund Escrow Account to reimburse such amount to JPMC, WMI or the FDIC Receiver, as appropriate.

(iv) All amounts in the Refund Escrow Account in excess of the amounts required to be paid pursuant to Sections 2.4(b)(ii) and 2.4(b)(iii) hereof shall be retained in the Refund Escrow Account until the balance of the Refund Escrow Account equals the amount of the Expected Pre-2009 Group Tax Liabilities that have not yet been paid.

(v) Subject to Section 2.4(b)(vii) below, upon estimation of the amounts pursuant to Section 2.4(b)(i) hereof (subject to the Tax Dispute Resolution Procedure), but only after the payments of any amounts pursuant to Sections 2.4(b)(ii) and 2.4(b)(iii) hereof and after taking into account Section 2.4(b)(iv) hereof, to the extent that the net amount of refunds of Pre-2009 Group Taxes paid to the JPMC Escrow Account under this Agreement (such net amount, the “**JPMC Balance**”) is less than eighty percent (80%) of the Homeownership Carryback Threshold (the “**JPMC Amount**”), JPMC, WMI and the FDIC Receiver shall jointly direct the custodian of the Refund Escrow Account to pay eighty percent (80%) of any incremental refunds of Pre-2009 Group Taxes received to the JPMC Escrow Account, and twenty percent (20%) of any incremental refunds of Pre-2009 Group Taxes received to the Washington Mutual Escrow Account.

(vi) Subject to Section 2.4(b)(vii) below, upon payment of the amounts required pursuant to Section 2.4(b)(v) hereof, JPMC, WMI and the FDIC Receiver shall jointly direct the custodian of the Refund Escrow Account to pay sixty-nine and six hundred forty-three thousandths percent (69.643%) of any incremental refunds of Pre-2009 Group Taxes to the Washington Mutual Escrow Account and thirty and three hundred fifty-seven thousandths percent (30.357%) of any incremental refunds of Pre-2009 Group Taxes to the FDIC Escrow Account.

(vii) Notwithstanding anything to the contrary in this Section 2.4 (other than Section 2.4(b)(ii)(A) hereof), any Homeownership Carryback Refund Amount shall be transferred from the Refund Escrow Account sixty-nine and six hundred forty-three thousandths percent (69.643%) to the Washington Mutual Escrow Account and thirty and three hundred fifty-seven thousandths percent (30.357%) to the FDIC Escrow Account, so that the net amount of refunds of Pre-2009 Group Taxes paid to the FDIC Escrow Account shall be equal to thirty and three hundred fifty-seven thousandths percent (30.357%) of the Homeownership Carryback Refund Amount, and the net amount of refunds of Pre-2009 Group Taxes paid to the Washington Mutual Escrow Account under this Section 2.4(b)(vii) shall be equal to sixty-nine and six hundred forty-three thousandths percent (69.643%) of the Homeownership Carryback Refund Amount.

(c) Adjustments to Estimates. As additional information becomes available about the amount of Net Tax Refunds (including whenever additional Pre-2009 Group Tax Liabilities are determined to come into existence), JPMC may, from time-to-time (and at the reasonable request of WMI or the FDIC Receiver, shall), reasonably revise its estimates of figures calculated pursuant to this Section 2.4.

(i) Subject to Section 2.4(c)(iv) below, to the extent that, pursuant to a revised estimate calculated under this Section 2.4(c), the JPMC Balance exceeds the revised estimate of the JPMC Amount (such estimate, the “**Revised JPMC Amount**”), JPMC, WMI and the FDIC Receiver shall jointly direct: (y) the custodian of the JPMC Escrow Account to debit an amount equal to such excess from the JPMC Escrow Account and (z) the custodian of the Washington Mutual Escrow Account

to debit an amount equal to twenty-five percent (25%) of such excess from the Washington Mutual Escrow Account, and, in each case, to pay the amounts so debited to the Washington Mutual Escrow Account and the FDIC Escrow Account in the percentages set forth in Section 2.4(b)(vi) hereof.

(ii) Subject to Section 2.4(c)(iv) below, to the extent that the Revised JPMC Amount exceeds the JPMC Balance, JPMC, WMI and the FDIC Receiver shall jointly direct the custodian of the Washington Mutual Escrow Account and the custodian of the FDIC Escrow Account (A) to debit an aggregate amount equal to one hundred twenty-five percent (125%) of such excess from the Washington Mutual Escrow Account and the FDIC Escrow Account in the percentages set forth in Section 2.4(b)(vi) hereof, but as to each only to the extent of the net amount previously allocated to the Washington Mutual Escrow Account and the FDIC Escrow Account, respectively, under Section 2.4(b)(vi) and Section 2.4(b)(vii) hereof (for the avoidance of doubt, taking into account all prior adjustments), and (B) to pay eighty percent (80%) of the amount so debited to the JPMC Escrow Account and twenty percent (20%) of the amount so debited to the Washington Mutual Escrow Account.

(iii) Payments pursuant to this Section 2.4(c) shall be made within five (5) Business Days of the date on which the revised estimate was agreed upon, in writing by JPMC, WMI and the FDIC Receiver, or under the Tax Dispute Resolution Procedure.

(iv) Notwithstanding anything to the contrary in this Section 2.4, (y) no adjustments shall be made to the Washington Mutual Escrow Account or the FDIC Escrow Account under this Section 2.4(c) that would reduce such accounts below the amounts that were transferred to such accounts under Sections 2.4(b)(vi) and (vii) hereof, based on a revised determination of Homeownership Carryback Refund Amount and (z) to the extent that, pursuant to such revised determination of Homeownership Carryback Refund Amount calculated pursuant to this Section 2.4(c), the Washington Mutual Escrow Account and the FDIC Escrow Account shall be entitled to additional amounts, such amounts shall be immediately transferred to the Washington Mutual Escrow Account and the FDIC Escrow Account, as applicable.

(d) Final JPMC Amount. Within a reasonable period of time after the date on which both JPMC and WMI reasonably believe that (i) all Net Tax Refunds, including the Homeownership Carryback Refund Amount, have been received and (ii) all Pre-2009 Group Tax liabilities have been satisfied, settled or otherwise discharged, and (iii) the final amount of Net Tax Refunds received has been determined and is not subject to change, JPMC shall reasonably calculate a final value for the JPMC Amount (such calculated final value, the “*Final JPMC Amount*”), a final value for the Homeownership Carryback Threshold and a final value for the Homeownership Carryback Refund Amount. If a Final JPMC Amount is agreed upon or determined under the Tax Dispute Resolution Procedure, then --

(i) Subject to Section 2.4(d)(iv), to the extent that the JPMC Balance exceeds the Final JPMC Amount, JPMC, WMI and the FDIC Receiver shall jointly direct (y) the custodian of the JPMC Escrow Account to debit the JPMC Escrow Account for the amount by which the JPMC Balance exceeds the Final JPMC Amount and (z) the custodian of the Washington Mutual Escrow Account to debit the Washington Mutual Escrow Account for an amount equal to twenty-five (25%) of such excess, and, in each case, to pay the amounts so debited to the Washington Mutual Escrow Account and the FDIC Escrow Account in the percentages set forth in Section 2.4(b)(vi) hereof.

(ii) Subject to Section 2.4(d)(iv), to the extent that the Final JPMC Amount exceeds the JPMC Balance, JPMC, WMI and the FDIC Receiver shall jointly direct the custodian of the Washington Mutual Escrow Account and the custodian of the FDIC Escrow Account (A) to debit an aggregate amount equal to one hundred twenty-five percent (125%) of the amount by which the Final JPMC Amount exceeds the JPMC Balance, from the Washington Mutual Escrow Account and the FDIC Escrow Account in the percentages set forth in Section 2.4(b)(vi) hereof, but as to each only to the extent of the net amount previously allocated to the Washington Mutual Escrow Account and the FDIC Escrow Account, respectively, under Section 2.4(b)(vi), Section 2.4(b)(vii) and Section 2.4(c)(i) hereof (for the avoidance of doubt, taking into account all prior adjustments), and (B) to pay eighty percent (80%) of the amount so debited to the JPMC Escrow Account and twenty percent (20%) of the amount so debited to the Washington Mutual Escrow Account; and

(iii) The payments to be made pursuant to this Section 2.4(d) shall be made within five (5) Business Days of the date on which the calculations made pursuant to this Section 2.4(d) are finalized.

(iv) Notwithstanding anything to the contrary in this Section 2.4, (y) no adjustments shall be made to the Washington Mutual Escrow Account or the FDIC Escrow Account under this Section 2.4(d) that would reduce such accounts below the amount that would be transferred to such accounts under Section 2.4(b)(vii) hereof, based on the final determination of Homeownership Carryback Refund Amount and (z) to the extent that, pursuant to such revised determination of Homeownership Carryback Refund Amount calculated pursuant to this Section 2.4(d), the Washington Mutual Escrow Account and the FDIC Escrow Account shall be entitled to additional amounts, such amounts shall be immediately transferred to the Washington Mutual Escrow Account and the FDIC Escrow Account, as applicable.

(e) Calculations and Estimates. JPMC shall in a reasonable time (and in case of a revised calculation or estimate, within ten (10) Business Days) provide such calculations or estimates undertaken pursuant to this Section 2.4 and the underlying data, substantiation and computations to each of WMI and the FDIC Receiver for review. Each of WMI and the FDIC Receiver shall have a reasonable period to review any such calculations or estimates and such underlying items. WMI, JPMC and the FDIC Receiver shall endeavor in good faith to resolve any differences regarding any



calculation or estimate undertaken pursuant to this Section 2.4 without delay. To the extent WMI, JPMC and the FDIC Receiver are unable to resolve any differences regarding a calculation or estimate undertaken pursuant to this Section 2.4, the Parties shall utilize the Tax Dispute Resolution Procedure.

(f) Tax Expenses. Except as otherwise provided herein, each of WMI, JPMC and the FDIC Receiver shall be responsible for its own expenses (including, without limitation, all of its outside advisors) incurred in connection with the pursuit or receipt of any refund, credit, offset or abatement of Pre-2009 Group Taxes.

(g) Payment of Pre-2009 Group Tax Liabilities. If, pursuant to the procedure detailed in Section 2.4(a) hereof, it is reasonably determined that an amount of Pre-2009 Group Taxes should be paid or a claim for any amount of Pre-2009 Group Taxes should be settled, and funds are available in the Refund Escrow Account to pay part or all of such Pre-2009 Group Taxes, JPMC, WMI and the FDIC Receiver shall jointly direct the custodian of the Refund Escrow Account to remit the amount of such payment or settlement to the relevant Tax Authority. To the extent that it is reasonably determined pursuant to the procedures detailed in Section 2.4(a) hereof that an amount of Pre-2009 Group Taxes should be paid or a claim for any amount of Pre-2009 Group Taxes should be settled, and funds are not available in the Refund Escrow Account to discharge such payment or provide for such settlement after first making the adjustments provided for by Section 2.4(c) hereof:

(i) First, JPMC, WMI and the FDIC Receiver shall jointly direct the custodian of the Washington Mutual Escrow Account and the custodian of the JPMC Escrow Account to pay from the Washington Mutual Escrow Account and the JPMC Escrow Account, in the percentages set forth in Section 2.4(b)(v) hereof, one-hundred percent (100%) of the amount of the payment or settlement of such Pre-2009 Group Taxes for which funds are not available in the Refund Escrow Account up to an aggregate amount equal to the result of dividing (y) the excess of the JPMC Balance over the then-current JPMC Amount, if any, by (z) eighty percent (80%).

(ii) Subject to the provisions of subparagraph (v) of this Section 2.4(g), thereafter, JPMC, WMI and the FDIC Receiver shall (A) jointly direct the custodian of the FDIC Escrow Account to pay thirty and three hundred fifty-seven thousandths percent (30.357%) of the remaining amount of the payment or settlement of such Pre-2009 Group Taxes for which funds are not available in the Refund Escrow Account, and (B) jointly direct the custodian of the Washington Mutual Escrow Account to pay sixty-nine and six hundred forty-three thousandths percent (69.643%) of the remaining amount of the payment or settlement of such Pre-2009 Group Taxes for which funds are not available in the Refund Escrow Account; provided, however, that, in both cases (A) and (B) only until (and so that) the net amount of refunds of Pre-2009 Group Taxes paid to the FDIC Escrow Account shall be equal to thirty and three hundred fifty-seven thousandths percent (30.357%) of the Homeownership Carryback Refund Amount, and the net amount of refunds of Pre-2009 Group Taxes paid to the Washington Mutual Escrow Account shall be equal to the sum of (x) sixty-nine and six hundred forty-three

thousandths percent (69.643%) of the Homeownership Carryback Refund Amount, plus (y) twenty-five percent (25%) of the then-current JPMC Amount.

(iii) Thereafter, JPMC, WMI and the FDIC Receiver shall jointly direct the custodian of the Washington Mutual Escrow Account and the custodian of the JPMC Escrow Account to pay from the Washington Mutual Escrow Account and the JPMC Escrow Account, in the percentages set forth in Section 2.4(b)(v) hereof, one-hundred percent (100%) of the amount of the payment or settlement of such Pre-2009 Group Taxes for which funds are not available in the Refund Escrow Account until the balance of the JPMC Escrow Account is reduced to zero.

(iv) Thereafter, JPMC shall be responsible for paying eighty percent (80%) of the amount of the payment or settlement of Pre-2009 Group Taxes for which funds are not available in the Refund Escrow Account and WMI shall be responsible for paying twenty percent (20%) of such deficiency.

(v) Notwithstanding anything to the contrary herein, no amounts shall be debited out of the FDIC Escrow Account except (without duplication) with respect to (x), distributions made from the FDIC Escrow Account to the FDIC Receiver, (y) thirty and three hundred fifty-seven thousandths percent (30.357%) of any Homeownership Refund Taxes, and (z) amounts debited from the FDIC Escrow Account that need to be debited in order to properly reflect adjustments or modifications to the Homeownership Carryback Threshold or the Homeownership Carryback Refund Amount, or any estimates thereof, if any.

(h) Release of JPMC Escrow Account, Washington Mutual Escrow Account and FDIC Escrow Account.

(i) JPMC, WMI and the FDIC Receiver shall jointly direct the custodian of the JPMC Escrow Account, the Washington Mutual Escrow Account and the FDIC Escrow Account to release all or a portion of the JPMC Escrow Account, the Washington Mutual Escrow Account and the FDIC Escrow Account as the case may be, to JPMC, WMI and the FDIC Receiver, respectively, as soon as is practicable after the earlier to occur of: (A) the date on which all Pre-2009 Group Tax Liabilities are finally determined and paid and the final amount of Net Tax Refunds Received has been determined and is not subject to change; and (B) the date on which JPMC (with respect to the Washington Mutual Escrow Account), WMI (with respect to the JPMC Escrow Account), or JPMC and WMI jointly (with respect to the FDIC Escrow Account), consents, in writing, to permit the release of all or such agreed portion of the JPMC Escrow Account, the Washington Mutual Escrow Account or the FDIC Escrow Account, as applicable (such consent, in each case, not to be unreasonably withheld or delayed); provided, however, that there shall be released from each escrow account at least quarterly (on or prior to each March 1, June 1, September 1 and December 1) fifty percent (50%) of all amounts earned by such escrow account with respect to assets held therein.

(ii) In the event that distributions have been made from the JPMC Escrow Account, the Washington Mutual Escrow Account or the FDIC Escrow Account, as the case may be, and a provision of this Section 2.4 (including without limitation, Sections 2.4(c) and 2.4(g) hereof) requires that an amount be paid from the JPMC Escrow Account, the Washington Mutual Escrow Account or the FDIC Escrow Account, as applicable, for which there are insufficient funds in such account, then WMI, JPMC or the FDIC Receiver, as applicable, shall return such amount to the respective account to allow the account to satisfy its obligations hereunder (and such amount shall thereafter be treated as if it had not been distributed); moreover for the avoidance of doubt, the JPMC Balance shall be determined without regard to distributions from the JPMC Escrow Account to JPMC.

(i) Tax Dispute Resolution Procedure. In the event that WMI or the FDIC Receiver do not consent to the estimates or calculations provided by JPMC, and WMI, JPMC and the FDIC Receiver are unable to resolve their differences as provided in Section 2.4(e) hereof, then WMI, JPMC and the FDIC Receiver will attempt to agree on the appointment of a mutually acceptable tax professional to arbitrate the dispute. If they are unable to agree on a single tax professional, then a panel of three (3) tax professionals shall be selected as follows: each of WMI, JPMC and the FDIC Receiver shall designate a tax professional. Each of WMI, JPMC and the FDIC Receiver shall then present their calculations or estimates (including underlying data, substantiation and computations) to the tax professional or the panel of tax professionals, which will determine (by majority vote in the case of the panel) whether WMI, JPMC or and the FDIC Receiver's calculations or estimates are more reasonable, and calculations or estimates so determined to be more reasonable shall apply for purposes of this Section 2.4 as if agreed upon by WMI, JPMC and the FDIC Receiver. In assessing whether WMI's, JPMC's or the FDIC Receiver's calculations or estimates are more reasonable, the tax professional or the panel of tax professionals shall treat the calculations or estimates submitted by each party with the same level of deference. The fees and expenses of the tax professional or the panel of tax professionals will be paid from the Refund Escrow Account (or, once the Refund Escrow Account is terminated, from the JPMC Escrow Account, the Washington Mutual Escrow Account or the FDIC Escrow Account, as the case may be). WMI, JPMC and the FDIC Receiver agree to act as expeditiously as practicably possible in connection with this tax dispute resolution process.

(j) Capital Contributions. WMI, WMB, the FDIC Parties and JPMC shall treat, solely for Tax purposes, all amounts paid, waived, allocated or transferred by WMI to WMB or to JPMC (on behalf of WMB or any subsidiary acquired by it from WMB, and hereby at the direction of the FDIC Parties) pursuant to the terms of this Agreement (other than any amounts paid or properties transferred to JPMC pursuant to this Section 2.4 and Sections 2.15, 2.17 and 2.18 hereof) as capital contributions from WMI to WMB, and then, as applicable, as a transfer from WMB to JPMC pursuant to the terms and conditions of the Purchase and Assumption Agreement.

(k) FDIC Receiver. For the avoidance of doubt, the FDIC Receiver shall not be responsible for Group Taxes other than (x) thirty and three hundred fifty-seven thousandths percent (30.357%) of any Homeownership Refund Taxes and (y) Taxes, if any, imposed on interest allocated to WMB or the FDIC Receiver.

(l) No Double Counting. The Parties intend that the provisions of this Agreement be applied in a manner that prevents any item of refund, credit, offset, abatement, taxes or expenses from being taken into account more than once.

(m) Escrow Tax Treatment. For Tax purposes, the FDIC Receiver shall be deemed to own the assets in the FDIC Escrow Account and shall include as income for Tax purposes any income generated by assets in the FDIC Escrow Account. For Tax purposes, JPMC shall be deemed to own the assets in the JPMC Escrow Account and shall include as income for Tax purposes any income generated by assets in the JPMC Escrow Account. For Tax purposes, WMI shall be deemed to own the assets in the Washington Mutual Escrow Account and shall include as income for Tax purposes any income generated by assets in the Washington Mutual Escrow Account. For Tax purposes, the assets in the Refund Escrow Account shall be deemed to be owned by WMI, JPMC and the FDIC Receiver consistent with the allocation of interest in Section 2.4(b)(ii) hereof. Accordingly, as the owner for Tax purposes, WMI (or any assignee of its ownership rights), JPMC and the FDIC Receiver shall include as income for Tax purposes the income generated by the assets in the Refund Escrow Account in the same proportion that interest is allocated in Section 2.4(b)(ii) hereof, during the relevant period.

#### Section 2.5. Withdrawal of Claims.

(a) Chapter 11 Claims. Except as expressly provided herein or pursuant to the terms and provisions of the Plan, from and after the Effective Date, JPMC, the FDIC Receiver and FDIC Corporate shall take such action as may be reasonably requested by WMI to (a) cause the withdrawal, with prejudice, or the expungement of the JPMC Claims and the FDIC Claim and (b) assist the Debtors in the prosecution of any objections to the proofs of claim filed against the WMI Entities by creditors of WMB, including, without limitation, by filing with the Bankruptcy Court or such other court of competent jurisdiction with respect to the Bank Bondholder Claims a notice or other pleading stating that the claims and causes of action asserted by the FDIC Parties and the Receivership against the Debtors in the FDIC Claim and/or the WMI Action represent all claims and causes of action of the FDIC Parties and the Receivership against the Debtors and that the claims similar in nature which are asserted in the Bank Bondholder Claims, including, without limitations, fraudulent transfer claims, breach of fiduciary claims, corporate veil piercing or alter ego claims, substantive consolidation, securities fraud, and the undercapitalization of, failure to support and looting of WMB, are derivative in nature of the claims of the Receivership and of the claims set forth in the FDIC Claim and the WMI Action. Without in any way limiting the foregoing, on the Effective Date, the Debtors shall direct Kurtzman Carson Consultants, LLC (“KCC”), the

Bankruptcy Court appointed claims agent in the Debtors' Chapter 11 Cases, to remove from the claims registry of the Debtors' Chapter 11 Cases the FDIC Claim and the JPMC Claims except as expressly set forth herein and pursuant to the terms and provisions of the Plan.

(b) Receivership Claims. Except as expressly provided herein or pursuant to the terms and provisions of the Plan, from and after the Effective Date, the Debtors and JPMC shall take such action as may be reasonably requested by the FDIC Receiver to cause the withdrawal, with prejudice, or the expungement of the Debtors' Claims. Notwithstanding the foregoing, and for the avoidance of doubt, nothing contained herein shall result in the withdrawal, with prejudice, or the expungement of any rights, claims or defenses that the JPMC Entities or the FDIC Parties may have pursuant to the Purchase and Assumption Agreement.

#### Section 2.6. Stay and Dismissal of Actions.

(a) As soon as practicable subsequent to the execution and delivery of this Agreement by each of the Parties, but in no event later than five (5) Business Days subsequent thereto, the Debtors, the FDIC Parties and JPMC shall take any and all action as is appropriate to (i) stay the Related Actions, including any pending appeals, (ii) maintain the status quo of the JPMC Entities, the FDIC Parties and the Debtors in each of the Related Actions as of the execution of this Agreement, and (iii) ensure that no action (including separate litigation and any objection to such proofs of claim) is undertaken or commenced inconsistent with seeking a stay of and maintaining the status quo of the Related Actions; provided, however, that any such stay shall terminate on the first (1st) Business Day following termination of this Agreement. The Debtors, the FDIC Receiver, FDIC Corporate and JPMC acknowledge that this Section 2.6(a) is not intended to alter, affect or modify the rights, claims, defenses or substantive positions of any of the Debtors, the FDIC Receiver, FDIC Corporate or the JPMC Entities in the Related Actions.

(b) As soon as practicable following the Effective Date, but in no event later than five (5) Business Days subsequent thereto, JPMC, the FDIC Parties and the Debtors shall take any and all action as is appropriate or as another Party may reasonably request to cause the respective clerk's office to record the dismissal, with prejudice, of each of the Actions, including, without limitation, filing with the District Court and the Bankruptcy Court, as applicable, a Stipulation of Dismissal With Prejudice, substantially in the forms annexed hereto as Exhibit "H", "I" and "J", respectively, and the filing of appropriate notices withdrawing any pending appeals.

(c) As soon as practicable following the Effective Date, but in no event later than five (5) Business Days subsequent thereto, the Debtors shall withdraw the Record Requests and waive any rights that they may have to administrative appeals or litigation with respect to the Record Requests.

Section 2.7. Texas Litigation. As soon as practicable following the execution and delivery of this Agreement by all of the Parties, but in no event later than fifteen (15) Business Days subsequent thereto, WMI and the FDIC Parties shall use their reasonable best efforts to seek rulings from the D.C. District Court and, to the extent necessary or desirable, the Bankruptcy Court or the relevant appellate court, (a) enjoining the plaintiffs in the Texas Litigation and any other plaintiffs who have brought or may in the future bring such claims from taking any action inconsistent with the Debtors' and the FDIC Receiver's ownership and exclusive control of such claims and causes of action (including resolutions of such claims and causes of action), including, without limitation, prosecution of the Texas Litigation, and (b) enjoining any other Person from instituting or prosecuting any claims on behalf of WMI, WMB or the Receivership. Upon the Effective Date, or as soon thereafter as is practicable following entry of an order of the D.C. District Court and/or the Bankruptcy Court or an appellate court consistent with clauses (a) and (b) above, solely to the extent that a final non-appealable judgment has not been entered previously against the plaintiffs in the Texas Litigation as of such date, WMI and the FDIC Parties shall take any and all actions reasonably requested by WMI, the FDIC Parties or JPMC to dismiss, with prejudice, the Texas Litigation by taking any and all action as is appropriate, including without limitation, filing with the D.C. District Court a Stipulation of Dismissal With Prejudice, substantially in the form annexed hereto as Exhibit "K", and appealing any order of the D.C. District Court providing less than all of the relief contemplated by this Section 2.7; provided, however, that it shall not be a breach hereunder if, the Debtors and the FDIC Receiver having used their reasonable best efforts, the D.C. District Court, the Bankruptcy Court or any appellate court nevertheless (1) determines that the claims and causes of action being asserted in the Texas Litigation are, in whole or in part, not property of the Debtors and the Debtors' Chapter 11 Cases and allows the current plaintiffs in the Texas Litigation to continue prosecuting the claims asserted therein, in whole or in part, or (2) does not grant the relief referred to in clauses (a) and (b) of this Section 2.7.

Section 2.8. WMI Medical Plan. On the Effective Date, and pursuant to the 363 Sale and Settlement, (a) JPMC shall be deemed to have assumed, as of September 25, 2008, sponsorship and (i) be the sole legal, equitable and beneficial owner of the WMI Medical Plan and its assets for all purposes and the WMI Entities shall be deemed to have sold, transferred and assigned any and all right, title and interest the WMI Entities may have in such assets, free and clear of the liens, Claims, interests and encumbrances of any Person, other than the liens, Claims, interests and encumbrances, if any, of JPMC, (ii) assumed all duties, responsibilities, liabilities and obligations associated with sponsorship, of the WMI Medical Plan and the employee welfare plan and arrangement obligations as set forth on Exhibit "L" hereto, including, without limitation, any and all Assumed Liabilities and other post-Petition Date liabilities to pay retiree obligations in connection with the WMI Medical Plan (including medical and term life insurance and other post employment benefits), and (iii) shall satisfy the liabilities and obligations to pay or provide any and all benefits accrued from and after September 25, 2008 in connection with the WMI Medical Plan and the employee welfare plan and arrangement obligations as set forth on Exhibit "L" hereto, (b) to the extent any

beneficiaries of the WMI Medical Plan have filed a proof of claim against the Debtors and the Debtors' chapter 11 estates, JPMC shall pay or fund the payment of the Assumed Liabilities portion of any and all such Claims, to the extent such portion of any such Claim becomes an Allowed Claim; provided, however, that JPMC shall not be obligated to make duplicative payments to such beneficiaries on account of clauses (a)(iii) and (b) hereof, and (c) WMI shall (i) transfer all its right, title and interest in and to any outstanding checks made out to WMI, including pharmacy rebates in connection with contracts associated with or attributable to the WMI Medical Plan and (ii) pay to JPMC an amount equal to the pharmacy rebates in connection with contracts associated with or attributable to the WMI Medical Plan and received by the WMI Entities from and after the Petition Date, currently estimated to be approximately Seven Hundred Seventy-Five Thousand Dollars (\$775,000.00). Nothing contained herein to the contrary shall preclude JPMC, as sponsor, from amending, modifying or changing the aforementioned plans from and after the Effective Date to the extent permitted by law and the terms of such plans.

Section 2.9. Non-Qualified Benefit Plans and Assets/Employee Issues.

(a) On and effective as of the Effective Date, and pursuant to the 363 Sale and Settlement, (i) all assets in the Rabbi Trusts set forth on Exhibit "M" hereto (the "**JPMC Rabbi Trusts**"), all BOLI/COLI policies and the proceeds thereof set forth on Exhibit "N" hereto and all CCBI split dollar policies set forth on Exhibit "O" hereto (the policies identified on Exhibits "N" and "O" hereto are sometimes hereinafter collectively referred to as the "**JPMC Policies**") and all rights thereunder shall be deemed to be and forever determined to be the property of JPMC, (ii) the WMI Entities shall be deemed to have relinquished any claims that the WMI Entities may have asserted with respect to the assets set forth on Exhibits "M", "N" and "O" and the WMI Entities shall be deemed to have sold, transferred and assigned any and all right, title and interest the WMI Entities may have or may have had in such assets, free and clear of all liens, Claims, interests and encumbrances, other than the liens, Claims, interests and encumbrances, if any, of JPMC and of those Persons who have filed proofs of claim against the Debtors and the Debtors' chapter 11 estates, as set forth on Schedule 2.9(a) hereto, (iii) the WMI Entities shall take such actions as may be reasonably requested by JPMC to cause third parties, including, without limitation, the issuers of the JPMC Policies to recognize and reflect on their books and records that JPMC is the owner of or the beneficiary of, as the case may be, the JPMC Rabbi Trusts and the JPMC Policies and JPMC shall be authorized and expressly permitted to exercise all ownership rights related to the JPMC Policies, including, without limitation, surrender or liquidation rights, (iv) the WMI Entities shall take such action as may be reasonably requested by JPMC to cause the trustees of the JPMC Rabbi Trusts to terminate the JPMC Rabbi Trusts and to distribute the assets contained in such JPMC Rabbi Trusts to JPMC, including, but not limited to, using their reasonable best efforts to obtain dismissal of the Second and Third Claims for declaratory relief set forth in the complaint, dated March 11, 2010, filed in the litigation styled Union Bank v. JPMorgan Chase Bank, N.A., Adversary Pr. No. 10-50788 (MFW), currently pending in the Bankruptcy Court, (v) subject to JPMC

becoming the owner of the JPMC Policies and receiving the assets contained in the JPMC Rabbi Trusts, and subject to JPMC's receipt of a release of claims (in form reasonably acceptable to JPMC and the WMI Entities) in favor of JPMC and the WMI Entities from the beneficiaries of the arrangements identified on Exhibit "P" hereto, but it shall not be a breach hereunder if such releases are not provided, JPMC shall (A) satisfy the obligation to pay or provide any and all benefits with respect to the arrangements that are identified on Exhibit "P" hereto (but, to the extent of applicable laws, may change the form and time of payment of benefits), (B) pay or provide for such benefits in a manner consistent with Section 409A of the IRC (to the extent applicable) and (C) irrespective of whether the above-referenced releases are received, to the extent that any beneficiaries of the JPMC Rabbi Trusts and the JPMC Policies have filed proofs of claim in connection therewith against the Debtors and their chapter 11 estates, pay or fund the payment of the Assumed Liabilities portion of any and all such Claims, as set forth on Schedule 2.9(a) hereto, to the extent such portion of any such Claim becomes an Allowed Claim and to the extent payable, in whole or in part, by the Debtors or the Debtors' chapter 11 estates; provided, however, that JPMC shall not be obligated to make duplicative payments to such beneficiaries on account of clauses (B) and (C) hereof, and (vi) the WMI Entities shall use their reasonable efforts and otherwise cooperate with JPMC in obtaining the receipt of a release of claims in favor of JPMC and the WMI Entities from the beneficiaries of the arrangements that are identified on Exhibit "P" hereto. To the extent necessary, on the Effective Date, the automatic stay, extant pursuant to section 362 of the Bankruptcy Code, shall be deemed modified *nunc pro tunc* to the Petition Date to permit JPMC to cause the surrender of any such policies or the liquidation of any assets contained in such rabbi trusts. For the avoidance of doubt, except with respect to Assumed Liabilities, nothing contained in this Section 2.9(a) or otherwise in this Agreement is intended to require, and this Agreement shall not be interpreted in any way (y) as requiring JPMC to assume any "*nonqualified deferred compensation plan*", as defined in Section 409A(d)(1) of the IRC, sponsored or maintained by the WMI Entities, WMB or the JPMC Rabbi Trusts and that any obligation of JPMC to make payments or provide benefits pursuant to this Section 2.9(a) shall be a new obligation of JPMC or (z) as requiring the WMI Entities to assume any liabilities or obligations arising at any time from and after the Effective Date, including any liabilities (other than Assumed Liabilities) arising from the requirement of the release described in subsection (v) above, or the failure or refusal of any Person to provide such a release.

(b) On and effective as of the Effective Date, and pursuant to the 363 Sale and Settlement, (i) all assets in the Rabbi Trust set forth on Exhibit "Q" hereto (the "**WMI Rabbi Trust**"), all BOLI/COLI policies and the proceeds thereof set forth on Exhibit "R" hereto (the "**WMI Policies**"), shall be deemed to be and forever determined to be the property of WMI, and the JPMC Entities will be deemed to have sold, transferred and assigned any and all right, title and interest the JPMC Entities may have in such assets, free and clear of all liens, Claims, interests and encumbrances, (ii) the JPMC Entities shall take such action as may be reasonably requested by WMI to cause third parties, including, without limitation, trustees of the WMI Rabbi Trust and the issuers of the WMI Policies to recognize and reflect on their books and records that WMI



is the owner of or the beneficiary of, as the case may be, the WMI Rabbi Trusts and the WMI Policies and WMI shall be authorized and expressly permitted to exercise all ownership rights related to the WMI Rabbi Trust and the WMI Policies, including, without limitation, surrender or liquidation rights, and (iii) any liabilities to the third-party beneficiaries of such assets or policies, including, without limitation, insureds, co-insureds or beneficiaries of the WMI Rabbi Trust or the WMI Policies for deferred compensation or other plans in the WMI Rabbi Trust and the WMI Policies which such assets relate shall remain liabilities of WMI's chapter 11 estate.

(c) Other Benefit Plans. With respect to the Benefit Plans listed on Exhibit "P" hereto, on and effective as of the Effective Date, and pursuant to the 363 Sale and Settlement, (i) JPMC shall assume the Assumed Liabilities with respect to such plans and the obligations to the beneficiaries of such plans, including, without limitation, the obligations to now pay the amounts, if any, that may be outstanding to such beneficiaries from and after September 25, 2008, (ii) the JPMC Entities shall waive any and all claims the JPMC Entities may have against the WMI Entities in connection with such benefit plans or such obligations, including pursuant to assignments, rights of subrogation or otherwise, and (iii) to the extent that any beneficiaries of such plans have filed proofs of claim against the Debtors and their chapter 11 estates, JPMC shall pay or fund the payment of the Assumed Liabilities portion of any and all such Claims, as set forth on Schedule 2.9(c) hereto, to the extent such portion of any such Claim becomes an Allowed Claim; provided, however, that JPMC shall not be obligated to make duplicate payments on account of clauses (ii) and (iii) hereof.

(d) Employee Wages and Other Payments. On the Effective Date, WMI shall pay to JPMC Five Hundred Eight Thousand One Hundred Fifty Four Dollars (\$508,154.00) attributable to amounts paid by JPMC to employees of WMI for services rendered to WMI during the period prior to the Petition Date.

Section 2.10. Qualified Plans. On and effective as of the Effective Date, and pursuant to the 363 Sale and Settlement, (a) WMI shall (i) adopt an amendment to the Qualified Plans, substantially in the form annexed hereto as Exhibit "S", to provide that (A) JPMC or its designee is a contributing employer with respect to the WaMu Pension Plan as of September 25, 2008, and (B) JPMC or its designee is the Qualified Plans sponsor as of the Effective Date; (ii) assign its rights and obligations under Qualified Plans trust agreements to JPMC or its designee, subject to the consent of the trustee substantially in the form annexed hereto as Exhibit "T"; (iii) assign to JPMC or its designee as sponsor of the Qualified Plans, as of the Effective Date, all rights and obligations with respect to (A) the Master Trust Agreement between WMI and JPMorgan Chase Bank, dated December 1, 2004, (B) the Pension Plan Administration Service Agreement, dated April 7, 2004, between WMI and Excellerate HRO (successor by assignment from Towers, Perrin, Forster & Crosby, Inc.), as amended, (C) any and all investment management contracts with respect to the management of the assets of the Qualified Plans, and (D) any other administrative services contracts related to the Qualified Plans not otherwise enumerated herein, (iv) reasonably cooperate with JPMC or its designee to correct all outstanding operational and form defects of the Qualified

Plans and filings inconsistent with this Agreement, if any, that exist as of the Effective Date, including (A) taking such reasonable actions as may be necessary to assist JPMC's correction of any such defects, including by providing information reasonably requested by JPMC, and (B) cooperating with JPMC on any responses to pending audit requests with respect to the Qualified Plans and WMI's implementation of any remediation requirements issued by the IRS, the United States Department of Labor or the Pension Benefit Guaranty Corporation with respect to such audits of the Qualified Plans, and (v) cooperate with JPMC or its designee by taking such actions as may be reasonably necessary to facilitate direct or bilateral discussions between JPMC and any governmental, regulatory or taxing authorities regarding any audits or investigations of the Qualified Plans, including by providing JPMC, at JPMC's sole cost and expense, with copies of all correspondence and documents, including memoranda, e-mails and notes received or prepared in connection with or reflecting any meetings or conversations with the IRS, the United States Department of Labor, the Pension Benefit Guaranty Corporation or any other governmental or regulatory authority or agency regarding the Qualified Plans, (b) JPMC shall (i) be responsible for responding to pending and subsequent audit requests with respect to the Qualified Plans and any remediation requirements issued by the IRS, the United States Department of Labor or the Pension Benefit Guaranty Corporation with respect to the Qualified Plans, (ii) waive and release any and all claims and rights, other than claims and rights arising under this Agreement, with respect to the Qualified Plans against WMI and its chapter 11 estate, including, without limitation, intercompany claims and prepaid pension relating to the funding of the Qualified Plans, (iii) be responsible for correcting all outstanding operational and form defects of the Qualified Plans and filings inconsistent with this Agreement, if any, that exist as of the Effective Date, including operational and form defects that existed or arose prior to September 25, 2008, (iv) during the six (6) month period following the Effective Date, provide information reasonably requested by WMI to permit WMI to monitor JPMC's correction of the defects related to the Qualified Plans, if any, (v) effective for events occurring on or after September 25, 2008, and to the extent not covered by insurance policies, indemnify and hold WMI, the Plan Investment Committee (the "**PIC**") and the Plan Administration Committee (the "**PAC**") harmless from any and all claims for any liability that WMI, the PIC, and/or the PAC may incur as a result of any and all actions or inactions with respect to the Qualified Plans during the period from and after September 25, 2008, whether or not taken by WMI, the PIC and/or the PAC, to the extent that JPMC participated in or approved such actions or inactions, as the case may be, and provided that such actions or inactions, as the case may be, do not constitute a breach of any duty of loyalty by, or the gross negligence or the willful misconduct on the part of, WMI, the PIC and/or the PAC, as the case may be, and (vi) to the extent that any Persons filed proofs of claim against the Debtors and their chapter 11 estates arising from or relating to the Qualified Plans, JPMC shall pay or fund the payment of the Assumed Liabilities portion of any and all such Claims, as set forth on Schedule 2.10 hereto, to the extent such portion of any such Claim becomes an Allowed Claim, and (c) the FDIC Receiver and WMB shall be deemed to have waived and released any and all claims and rights with respect to the Qualified Plans against WMI and its chapter 11 estate, including, without limitation, intercompany claims and prepaid pension relating to

the funding of the Qualified Plans. Notwithstanding anything contained herein to the contrary, WMI shall cooperate with JPMC by taking such actions as may be necessary to inform JPMC of the terms and conditions of any settlement of the Buus Litigation and shall provide JPMC and the FDIC Receiver with a copy of the agreement setting forth the terms of any settlement of the Buus Litigation prior to the execution thereof. JPMC shall support and take such action as is reasonably requested by WMI to consummate any settlement of the Buus Litigation as provided for in this Agreement, provided that such settlement does not deplete the assets or increase the liabilities associated with the WaMu Pension Plan by more than Twenty Million Dollars (\$20,000,000.00) in the aggregate (excluding administrative costs); provided, however, that WMI shall not execute any agreement setting forth the terms of any settlement of the Buus Litigation or agree to a plan of allocation with respect to the compromise and settlement of the Buus Litigation without the prior written consent of JPMC, which consent shall not be unreasonably withheld.

Section 2.11. D&O and Tower Insurance Programs.

(a) Priority of Coverage. The Parties agree that (i) with respect to the first Sixty Million Dollars (\$60,000,000.00) of coverage under those insurance policies that constitute the Washington Mutual Financial Institution Blended Liability Program for the policy period May 1, 2007 to May 1, 2008 (the “**2007-08 Blended Tower**”), as identified on Schedule 2.11(a) hereto, WMI, WMI’s present and former officers and directors and employees (collectively, the “**Insured Parties**”) shall be entitled, as their respective interests may exist under applicable law, to a priority recovery as against any right of recovery the JPMC Entities and the FDIC Parties may have, for all claims made by or on behalf of any Insured Party against the policies and bonds in the 2007-08 Blended Tower, such priority amount to be used in connection with the defense and settlement of the Buus Litigation and the ERISA Litigation, and (ii) to the extent that payment is made by one of the insurers in such 2007-08 Blended Tower to any Party other than WMI, prior to the reconciliation and determination of all other claims made by any Insured Party under the 2007-08 Blended Tower, such funds paid to and received by such other Party shall be deemed held by such Party in trust for the benefit of WMI until a determination of all claims covered by such policies and bonds in the 2007-08 Blended Tower. With respect to the balance of coverage afforded pursuant those certain insurance programs providing Directors’ and Officers’ Liability, Bankers Professional Liability, Financial Institution Bond, Fiduciary Liability and Employment Practices Liability coverage to WMI and its Affiliates and subsidiaries as specified (the “**Tower Insurance Programs**”), including, without limitation, the policies and bonds for the policy periods May 1, 2007 to May 1, 2008 and May 1, 2008 to May 1, 2009 that are set forth on Schedule 2.11(a) hereto, and similar insurance programs for earlier policy periods, the rights of the insureds, their successors or actual or prospective claimants shall not be altered by the terms and provisions of this Agreement and WMI and the FDIC Receiver shall have such rights to pursue recoveries from the Tower Insurance Programs as are provided under the policies, bonds and applicable law in connection therewith. The right of the Insured Parties to a priority recovery under the 2007-08 Blended Tower (i) shall

not preclude the FDIC Receiver from taking such action as may be appropriate, including, without limitation, filing suit against insurers in the 2007-08 Blended Tower, to preserve any potential rights of recovery under the 2007-08 Blended Tower, but solely to the extent consistent with the provisions of this Section 2.11(a), and (ii) shall terminate upon the earlier to occur of (A) final dismissal of the Buus Litigation and the ERISA Litigation and (B) the exhaustion of the first Sixty Million Dollars (\$60,000,000.00) of coverage from any combination of policies in the 2007-08 Blended Tower through the actual payment of defense and settlement costs associated with the Buus Litigation and the ERISA Litigation.

(b) Bank Loss. Any insurance or bond claim under the Tower Insurance Programs asserting a claim arising from harm or loss to WMB which arose or was discovered, in whole or in part, on or prior to September 25, 2008 (a “**Bank Loss**”) shall be deemed to be property of the FDIC Receiver and the Receivership. Without limiting the foregoing, Bank Loss shall include, without limitation, those claims for which proofs of loss were submitted to the insurers under the Tower Insurance Programs 2007/08 Financial Institution Bond coverage as follows: July 18, 2008 (C.I.P. Mortgage Company), September 17, 2008 (Encino, California); September 18, 2008 (Campbell Pruneyard, California), October 3, 2008 (Newport Beach, California), October 3, 2008 (Overlake Park), and October 3, 2008 (Woodland Hills, Winnetka, California). The JPMC Entities and the WMI Entities agree to take such actions as may be reasonably requested by the FDIC Receiver to (i) ensure that any payments from any insurer occurring on or after the Effective Date and resulting from a Bank Loss be paid directly to the FDIC Receiver or the Receivership and (ii) cooperate with the FDIC Receiver in pursuing recovery from the insurers under the Tower Insurance Programs. Upon the Effective Date, the Debtors shall pay to the FDIC Receiver amounts, if any, that the Debtors have received prior to such date with respect to any of the foregoing Bank Losses. Within five (5) Business Days of the Effective Date, WMI shall provide to the FDIC Receiver or its counsel copies of any correspondence, notice of circumstances, notice of claim, proof of loss or other communication with any insurer under the Tower Insurance Programs and relating to a Bank Loss that are in the possession of WMI or its representatives, and thereafter, WMI shall forward promptly to the FDIC Receiver or its counsel copies of any such communications made or received by WMI or its representatives.

(c) JPMC Entitlement. Notwithstanding the provisions of Section 2.11 (a) hereof, solely to the extent that (a) JPMC assumes litigation liabilities as set forth in this Agreement which may be the subject of the Tower Insurance Programs and (b) JPMC is required to make payments as a result thereof, such payments shall be treated pari passu with the claims of WMI and the FDIC Parties, its present and former officers and directors and employees against the Tower Insurance Programs; provided, however, that under no circumstances shall JPMC be entitled to seek recovery under the Tower Insurance Programs with respect to claims arising from or relating to the Buus Litigation; and, provided, further, that, JPMC shall have no right to seek recovery under

any D&O insurance policy or component of any insurance program, including, without limitation, the Tower Insurance Programs, or otherwise.

Section 2.12. H.S. Loan Corporation. On and effective as of the Effective Date, and pursuant to the 363 Sale and Settlement, JPMC shall be deemed to have sold, transferred and assigned all of its right, title and interest in and to the stock of H.S. Loan Corporation (approximately 1.33%) to WMI as part of the Purchase Price.

Section 2.13. Goodwill Litigation.

(a) American Savings Litigation. On the Effective Date, and as part of the Purchase Price, (i) the JPMC Entities, the FDIC Receiver and FDIC Corporate shall be deemed to have waived and released, as of September 26, 2008, any and all rights and claims associated with the claims, causes of action, damages, liabilities and recoveries associated with the American Savings Litigation, including, without limitation, any rights and claims to (A) any funds deposited into the registry of the Bankruptcy Court with respect to the American Savings Litigation (the “**Registry Funds**”), and (B) any funds held in escrow pursuant to that Escrow Agreement, dated December 20, 1996, by and among WMI, Keystone Holdings Partners, L.P., Escrow Partners, L.P. and The Bank of New York, and (ii) the JPMC Entities and the FDIC Parties shall file such notices as may be reasonably requested by WMI evidencing this Agreement with respect to the American Savings Litigation, including, without limitation, filing with the Bankruptcy Court such notice as may be reasonably requested by WMI evidencing the JPMC Entities’ and the FDIC Parties’ waiver and release of their respective rights to the Registry Funds.

(b) Anchor Litigation. On and effective as of the Effective Date, and pursuant to the 363 Sale and Settlement, (i) the WMI Entities, the FDIC Receiver and FDIC Corporate shall be deemed to have sold, transferred and assigned, as of September 26, 2008, to JPMC any and all right, title and interest such Parties may have in the Anchor Litigation, free and clear of the liens, Claims, interests and encumbrances of any Person, including, without limitation, any liens, Claims, interests and encumbrances of holders of Litigation Tracking Warrants as set forth in the 2003 Amended and Restated Warrant Agreement, dated as of March 11, 2003, between WMI and Mellon Investor Services LLC, other than the liens, Claims, interests and encumbrances, if any, of JPMC, (ii) the WMI Entities, the FDIC Receiver and FDIC Corporate shall be deemed to have waived and released any and all rights and claims associated with the claims, causes of action, damages, liabilities and recoveries associated with the Anchor Litigation and (iii) the WMI Entities shall file such notices as may be reasonably requested by JPMC evidencing this Agreement with respect to the Anchor Litigation.

Section 2.14. Vendor Claims.

(a) Effective Date Actions. On the Effective Date, and as part of the Purchase Price, JPMC shall (i) waive, or contribute and assign for distribution in

accordance with the Plan and Section 2.22 hereof, any and all claims JPMC has against WMI in connection with JPMC's payment of prepetition claims of vendors against WMI, WMB or their respective subsidiaries and Affiliates (or its purchase of such claims), whether by subrogation, assignment or otherwise, (ii) pay or otherwise satisfy any proofs of claim filed against the Debtors and the Debtors' chapter 11 estates by vendors with respect to services, software licenses or goods provided to WMB and its subsidiaries (whether prior or subsequent to JPMC's acquisition of the assets of WMB) pursuant to contracts or written agreements between WMB and/or its subsidiaries and such vendors (to the extent such portion of any such Claim becomes an Allowed Claim and to the extent payable, in whole or in part, by the Debtors or the Debtors' chapter 11 estates), (iii) pay to WMI Fifty Million Dollars (\$50,000,000), which funds (A) shall be placed into an escrow administered by WMI (the "**Vendor Escrow**"), (B) shall be used by WMI in connection with the satisfaction of Claims asserted against WMI by vendors with respect to services, software licenses or goods asserted to have been provided by the counterparties to or for the benefit of WMB or any of its subsidiaries or minority investments operations prior to the Petition Date pursuant to agreements between WMI and such vendors to the extent such portion of any such Claim becomes an Allowed Claim and to the extent payable, in whole or in part, by the Debtors or the Debtors' chapter 11 estates (the "**WMI Vendor Claims**") and (C) to the extent that any funds remain in such escrow following (1) the payment or satisfaction of all WMI Vendor Claims (including, without limitation, the withdrawal, with prejudice, of all related proofs of claim) and (2) the payment of all fees and expenses associated with such escrow, shall be distributed equally to WMI and JPMC and (iv) cooperate, to the extent reasonably requested by WMI, to enable the Debtors to (A) identify all such Claims and proofs of claim filed by vendors against the Debtors and the Debtors' chapter 11 estates in connection therewith, (B) cause the withdrawal, with prejudice, of all such proofs of claim and (C) direct KCC to remove from the claims registry of the Debtors' Chapter 11 Cases such proofs of claim and (4) provide for releases (whether in the Plan or otherwise) in favor of the Debtors and JPMC, and to the extent of applicable law, the FDIC Receiver and the Receivership, in connection with the WMI Vendor Claims. The Debtors shall use their good faith efforts to pay and fully resolve any WMI Vendor Claim, despite potential arguments that all or a portion of the WMI Vendor Claim is comprised of (i) services, software licenses or goods that were provided to WMB, rather than WMI, or (ii) liabilities associated with a WMI Vendor Claim are not reflected on the books and records of WMI.

(b) Pre-Effective Date Actions. The Confirmation Order or such prior order as may be entered by the Bankruptcy Court shall provide that (i) all right, title and interest in the contracts listed on Exhibit "U" hereto and all of the assets acquired thereunder shall be deemed to have been the assets of WMB and sold to Acquisition JPMC Entities pursuant to the Purchase and Assumption Agreement and, effective as of the Effective Date, the WMI Entities shall be deemed to have waived any and all claims and rights to the contracts listed on Exhibit "U" hereto and all of the assets acquired thereunder, (ii) to the extent applicable, as soon as practicable following the execution and delivery of this Agreement by all of the Parties, WMI shall take such

action as is appropriate to cause the sale, assumption and assignment and transfer, pursuant to sections 363 and 365 of the Bankruptcy Code, the aforementioned contracts and corresponding assets, free and clear of any liens, Claims, interests and encumbrances of any Person, other than the liens, Claims, interests and encumbrances, if any, of JPMC, and JPMC shall assume all obligations including the curing of any defaults thereunder (whether such obligations and defaults arise before or after the Petition Date), with respect to the contracts listed on Exhibit “U” hereto, and (iii) WMI and JPMC shall cooperate to obtain all third party consents, if any, required to effectuate the assumption and assignment of such contracts; provided, however, that it shall not be a breach hereunder if the Bankruptcy Court declines to provide for the relief referred to herein or the consents are not provided as contemplated herein. For the avoidance of doubt, Claims asserted against WMI with respect to services, software licenses or goods provided to WMB or its subsidiaries prior to the Petition Date by vendors with respect to the contracts listed on Exhibit “U” hereto shall be paid or otherwise satisfied from funds deposited into the Vendor Escrow.

Without in any way limiting the foregoing, nothing contained in this Section 2.14 shall relieve or otherwise diminish JPMC’s and WMI’s rights and obligations pursuant to that certain Stipulation By and Between Debtors and JPMorgan Chase Bank, N.A. Concerning Certain Contracts, dated October 16, 2008 (the “**Vendor Stipulation**”). The Vendor Stipulation shall remain in full force and effect until the Effective Date and any and all rights and obligations of JPMC pursuant to the Vendor Stipulation arising from the acts or omissions of JPMC prior to the Effective Date shall survive the Effective Date and shall not be released by the terms of this Agreement.

#### Section 2.15. VISA Shares/VISA Strategic Agreement.

(a) Sales of VISA Shares. On and effective as of the Effective Date, and pursuant to the 363 Sale and Settlement, (a) in addition to the amounts provided in Section 2.1 hereof, JPMC shall pay to WMI Twenty Five Million Dollars (\$25,000,000.00), (b) WMI shall be deemed to have sold, assigned and transferred to JPMC, or its designee, any and all of WMI’s right, title and interest in and to the Visa Shares, free and clear of the liens, Claims, interests and encumbrances of any Person other than the liens, Claims, interests and encumbrances, if any, of JPMC, (c) WMI shall retain, and JPMC shall waive and release any claims to, any and all dividends with respect to the Visa Shares received by WMI prior to the Effective Date, (d) the Parties, other than the JPMC Entities, shall waive and release any claims to ownership of the Visa Shares or future dividends associated therewith, (e) JPMC shall assume all liabilities and obligations of (i) the WMI Entities arising from or relating to the Interchange Litigation, other than claims, liabilities and obligations associated with directors’ and officers’ liability in connection with the Interchange Litigation, (ii) WMI as set forth in that certain Loss Sharing Agreement, dated July 1, 2007, by and among Visa U.S.A. Inc., Visa International Service Association, VISA, Inc., and the members signatory thereto, as amended by that certain Amended and Restated Loss Sharing Agreement, dated December 16, 2008, by and among Visa U.S.A. Inc., Visa International Service Association, VISA Inc. and the members signatory thereto, and (iii) WMI as set forth in

that certain Interchange Judgment Sharing Agreement, dated as of July 1, 2007, by and among the signatories thereto, as amended by that certain Amended and Restated Interchange Judgment Sharing Agreement, dated December 16, 2008, by and among the signatories thereto, and (f) JPMC shall pay or fund the payment of the Assumed Liabilities portion of any and all proofs of claim relating to the foregoing, as set forth on Schedule 2.15(a) hereto, to the extent such portion of any such Claim becomes an Allowed Claim; provided, however, that JPMC shall not be obligated to make duplicative payments to the holders of such Claims on account of clauses (e) and (f) hereof.

(b) VISA Strategic Agreement. On the Effective Date, and pursuant to the 363 Sale and Settlement, (i) the WMI Entities shall be deemed to have sold, transferred and assigned to JPMC or its designee, free and clear of all liens, Claims and encumbrances, all of the WMI Entities' right, title and interest in, and all claims, and actions arising under or related to (whether arising prior to subsequent to the Petition Date), that certain Amended and Restated Strategic Agreement, dated as of September 26, 2005, between Provident Financial Corporation and its subsidiaries and VISA U.S.A. Inc., as amended and restated from time to time, (the "***VISA Strategic Agreement***"), (ii) JPMC shall assume the Assumed Liabilities of the WMI Entities pursuant to the VISA Strategic Agreement (including available defenses) with respect to the Claims asserted by VISA U.S.A. Inc. in its proof of claim, filed against the Debtors and the Debtors' Chapter 11 Cases, Claim No. 2483, pertaining to the VISA Strategic Agreement (the "***VISA Claim***"), (iii) the Debtors shall object to the VISA Claim and, to the extent not withdrawn, with prejudice, JPMC shall defend the Debtors with respect to such objection, and (iv) JPMC shall pay or fund the VISA Claim to the extent such Claim becomes an Allowed Claim; provided, however, that JPMC shall not be obligated to make duplicative payments on account of clauses (ii) and (iii) hereof.

With respect to the VISA Claim, the WMI Entities: (i) acknowledge that JPMC believes, based upon available information, that meritorious defenses exist which support objection to and disallowance of claims asserted therein; and (ii) agree not to, without obtaining JPMC's prior written consent, which consent shall not be unreasonably withheld, (a) commence or continue any claim objection proceedings, or (b) enter into, or seek Bankruptcy Court approval of, any settlement agreement with VISA U.S.A. Inc.

Section 2.16. Intercompany Obligations. On and effective as of the Effective Date, and as partial consideration for the assets sold pursuant to the 363 Sale and Settlement, (a) JPMC shall pay all obligations of WMB, WMB's subsidiaries or JPMC under the Revolving Notes set forth on Exhibit "V" annexed hereto, together with all interest which has accrued thereon from and after September 25, 2008, and (b) the JPMC Entities shall forgive all obligations of the WMI Entities, which shall thereupon be deemed to be fully discharged and cancelled. The FDIC Parties shall have no liability with respect to such obligations.

Section 2.17. Sale/Retention of Intellectual Property and Other Intangible Assets. On the Effective Date, and pursuant to the 363 Sale and Settlement, (a) the Confirmation Order shall confirm, that (i) all of the WMI Entities' right, title and interest



in and to the intellectual property listed on Exhibit “W” hereto (the “**Transferred Intellectual Property**”) shall be deemed to have been sold, transferred and assigned by the WMI Entities to JPMC or its designee on the Effective Date, free and clear of any liens, Claims, interests and encumbrances of any Person, other than the liens, Claims, interests and encumbrances, if any, of JPMC, (ii) all right, title and interest in and to the intellectual property listed on Exhibit “X” hereto (the “**WMB Intellectual Property**”) was sold to the Acquisition JPMC Entities pursuant to the Purchase and Assumption Agreement, (iii) all right, title and interest in and to the intellectual property listed on Exhibit “Y” hereto (the “**WMI Intellectual Property**”) was and remains assets of WMI and its estate, and (iv) all of the WMI Entities’ right, title and interest, if any, in and to trademarks, patents, domain names and copyrighted materials (whether or not the subject of registration) that were used by WMB by license or otherwise, or were available for WMB’s use, prior to the Petition Date, but are not listed on Exhibits “W” or “Y” hereto (the “**Unidentified Intellectual Property**”) shall be deemed to have been sold, transferred assigned by the WMI Entities to JPMC or its designee on the Effective Date, (b) the WMI Entities shall waive any and all claims and rights to all WMB Intellectual Property and, to the extent applicable, be deemed to have sold, assigned and transferred pursuant to sections 363 and 365 of the Bankruptcy Code to JPMC or its designee, any and all of the WMI Entities right, title and interest in and to the Transferred Intellectual Property, the WMB Intellectual Property and the Unidentified Intellectual Property, (c) the WMI Entities shall be deemed to have granted to the JPMC Entities a non-exclusive, non-transferable, royalty-free license to use the Transferred Intellectual Property, the Unidentified Intellectual Property and the WMI Intellectual Property during the period from September 25, 2008 until the Effective Date, (d) the JPMC Entities shall waive any and all claims and rights to all WMI Intellectual Property, and to the extent applicable, be deemed to have sold, assigned and transferred to WMI or its designee any and all of any of the JPMC Entities right, title and interest in and to the WMI Intellectual Property, (e) the JPMC Entities shall be deemed to have granted to the WMI Entities a non-exclusive, non-transferable, royalty-free license to use the WMB Intellectual Property during the period from September 25, 2008 until the Effective Date, (f) WMI and JPMC shall cooperate and take all actions reasonably necessary to effectuate the determinations, waivers, assignments, licenses and transfers contemplated by this Section 2.17, and, to the extent that any testimony is reasonably requested from WMI by JPMC to register and enforce JPMC’s rights in the Transferred Intellectual Property and the WMB Intellectual Property solely in the name of JPMC, the same shall be provided by WMI at JPMC’s sole cost and expense, and (g) the WMI Entities shall limit their use of [wamuinc.net](http://wamuinc.net) to the domain portion of email addresses for employees of the WMI Entities during the period from the Effective Date through the six (6) month anniversary of the date of entry of an order of the Bankruptcy Court closing the Chapter 11 Cases, and thereafter, will discontinue all use of [wamuinc.net](http://wamuinc.net).

Section 2.18. Wind Investment. On and effective as of the Effective Date, and pursuant to the 363 Sale and Settlement, WMIIC shall be deemed to have sold, transferred and assigned to JPMC, or its nominee, any and all of WMIIC’s right, title and interest in and to JPMC Wind Investment Portfolio LLC. The WMI Entities and the

Acquisition JPMC Entities shall cooperate and take all actions reasonably necessary to effectuate the assignment and transfer contemplated by this Section 2.18.

Section 2.19. Loan Servicing. From and after the Effective Date, JPMC shall (a) cause such of its Affiliates to continue to service the loans identified on Exhibit “Z” hereto (the “**Loans**”) pursuant to the servicing agreements identified on Exhibit “AA” hereto (the “**Servicing Agreements**”), (b) cause such of its Affiliates to remit to WMI all checks and/or payments received in connection with those loans in its possession and (c) promptly (i) remit to WMI all servicing advances that JPMC is holding with respect to such loans and (ii) provide WMI an accounting with respect to each of the foregoing. Notwithstanding the foregoing, any dispute that may arise relating to the servicing of such loans during the period from and after the Effective Date shall be brought pursuant to such servicing agreements and this Agreement is not intended to create any additional rights, obligations or remedies. The Parties acknowledge and agree that (y) the Loans are the only loans that are or will be, from and after the Effective Date, serviced by the JPMC Entities (or their Affiliates) for the WMI Entities (or their Affiliates or their successors in interest) and that the Service Agreements are the only servicing agreements between the JPMC Entities (or their Affiliates) and the WMI Entities (or their Affiliates) and (z) with the exception of the obligations set forth in this Section 2.19, the JPMC Entities (and their Affiliates) shall have no further obligations or liability to any of the WMI Entities (or their Affiliates) with respect to or in any way related to the servicing of any loans for the WMI Entities (or their Affiliates).

Section 2.20. IAA Agreements.

(a) IAA/JPMC. From and after the date of execution of this Agreement by the WMI Entities and JPMC, the IAA/JPMC shall be deemed amended under its current terms to provide for the extension of the term set forth therein (a) up to and including the entry of an order of the Bankruptcy Court approving the Disclosure Statement in accordance with section 1125 of the Bankruptcy Code and (b) either (i) further extended through the later to occur of (A) date of entry of an order of the Bankruptcy Court closing the Chapter 11 Cases and (B) December 31, 2011; provided, however, that such extension shall be solely for the limited purposes of providing the Debtors, or their successors in interest, as the case may be, with access to documents reasonably necessary (1) to comply with pending or future requests in any litigation or governmental investigation, (2) in connection with any objection by the Debtors, or their successors in interest, as the case may be, to any claim in the Chapter 11 Cases, so long as such objection is interposed on or prior to the date six (6) months following the Effective Date, and (3) with respect to the Debtors’ administration and resolution of all Pre-2009 Group Tax matters in accordance with the terms and provisions of this Agreement or (ii) rather than extending the expiration of the IAA/JPMC in accordance with subsections (b)(i)(A) and (B) above, JPMC, at its sole option, discretion and expense, may elect to make available for inspection and copying by WMI any or all of the books and records to which WMI has access under the IAA/JPMC, including all electronic records, through and up to twelve (12) months following the Effective Date. If so elected, WMI and JPMC shall agree on a third party provider which, subject to

confidentiality limitations, shall have such access as may reasonably be required to copy the records (including electronic records and backup tapes) designated by WMI, and JPMC shall be relieved of any further obligations or undertaking to the WMI Entities with respect thereto.

(b) IAA/FDIC. From and after the date of execution of this Agreement by the Debtors, the Creditors' Committee and the FDIC Receiver, the IAA/FDIC shall be deemed amended under its current terms to provide for an expiration upon the earlier to occur of (i) entry of an order of the Bankruptcy Court closing the Chapter 11 Cases and (ii) the closing of the Receivership.

Section 2.21. BKK Litigation.

(a) Liabilities and Policies. On and effective as of the Effective Date, and pursuant to the 363 Sale and Settlement, (a) JPMC shall assume any and all liabilities and obligations of the WMI Entities (other than WMI Rainier LLC) for remediation or clean-up costs and expenses (and excluding tort and tort related liabilities, if any), in excess of applicable and available insurance, arising from or relating to (i) the BKK Litigation, (ii) the Amended Consent Decree, dated March 6, 2006, entered in connection therewith, and (iii) that certain Amended and Restated Joint Defense, Privilege and Confidentiality Agreement, dated as of February 28, 2005, by and among the BKK Joint Defense Group, as defined therein (collectively, the "**BKK Liabilities**"), (b) JPMC shall pay or fund the payment of BKK Liabilities to the extent such BKK Liabilities are not covered by insurance policies (the "**BKK-Related Policies**"), issued by the insurance carriers (the "**BKK-Related Carriers**"), set forth in Schedule 2.21 annexed hereto, (c) the WMI Entities and the FDIC Receiver shall provide JPMC with a corporate resolution, in a form reasonably acceptable to JPMC, duly authorized by the WMI Entities and the FDIC Receiver, as the case may be, authorizing JPMC to act as their exclusive agent with respect to all rights and benefits to which the WMI Entities or the FDIC Receiver are entitled under the BKK-Related Policies and to resolve the BKK Liabilities on behalf of the WMI Entities, (d) the WMI Entities shall cooperate with JPMC in the negotiation of any agreements or settlements with the BKK-Related Carriers or any third parties related to the BKK Liabilities and execute any documents which may be reasonably necessary to effectuate the terms of this Section 2.21 or such agreements or settlements, (e) subject to the consent of the BKK-Related Carriers, if legally required, the WMI Entities and the FDIC Receiver agree that JPMC, rather than any of the WMI Entities or the FDIC Receiver, shall be entitled to recover from the BKK-Related Carriers any costs and expenses, including any costs and expenses related to any judgments or settlements, incurred by any of the WMI Entities or WMB prior to the Effective Date, related to, or in the defense of claims related to, the BKK Liabilities and hereby assign all such rights to JPMC, (f) the WMI Entities agree to provide JPMC with notice of any claim made or suit filed against any of the WMI Entities relating to the BKK Liabilities within thirty (30) days following receipt of such claim or suit, (g) JPMC shall indemnify the WMI Entities (other than WMI Rainier LLC) for the BKK Liabilities to the extent that such liabilities are not covered by the BKK-Related Policies and defend the WMI Entities (other than WMI Rainier LLC) with regard to the BKK Liabilities to the extent

that the WMI Entities (other than WMI Rainier LLC) are not defended under the BKK-Related Policies, (h) the WMI Entities agree (i) that JPMC has sole discretion to retain counsel of its choice to defend any claims or suits pursuant to its obligations under this Section 2.21, (ii) that JPMC may retain common counsel to defend both it and the WMI Entities, and (iii) to waive any actual or potential conflicts of interest in order to permit JPMC to use common counsel. As of the Effective Date, the WMI Entities shall assign for themselves and their successors in interest to JPMC all claims for contribution, equitable indemnity and cost recovery that they have or may have in the future related to the BKK Liabilities. The FDIC Receiver agrees that all of the BKK-Related Policies and all rights belonging to WMB under the BKK-Related Policies, were assigned or otherwise transferred to JPMC pursuant to the Purchase and Assumption Agreement. The FDIC Receiver agrees to (x) execute any documents which may be necessary to effectuate the terms of the Purchase and Assumption Agreement with regard to the BKK-Related Policies, (y) file, as reasonably requested by JPMC, statements in support of the assignment in any appropriate court of law, and (z) execute any documents reasonably necessary to effectuate any agreement with the BKK-Related Carriers or with any third parties, including any settlement agreements, relating to the BKK-Related Policies or the BKK Liabilities.

(b) Claims Objections and Reimbursement. The Debtors agree to object to the proofs of claim filed against the Debtors and the Debtors' chapter 11 estates and numbered 2138, 2213, 2233, 2405, 2467, 2693 and 3148 (collectively, the "**BKK Proofs of Claim**"). To the extent the BKK Proofs of Claim are not withdrawn, with prejudice, JPMC shall defend the Debtors against and reimburse the Debtors for any distribution which the Debtors become obligated to make and make on account of remediation or clean-up costs and expenses contained in such BKK Proofs of Claim and not otherwise covered by the BKK-Related Policies and/or reimbursed by the BKK-Related Carriers. The Debtors shall cooperate to enable counsel selected by JPMC to defend against such BKK Proofs of Claim. All other provisions of subsection (a) of the Section 2.21 providing for the use of the BKK-Related Policies are applicable to this Section 2.21(b).

(c) Non-Transferability. Nothing in this Section 2.21 is intended to transfer to JPMC any liabilities of the WMI Entities not specified in this Section 2.21 or any liabilities of WMI Rainier LLC.

Section 2.22. Allowance of Certain JPMC Claims. On and effective as of the Effective Date, the JPMC Claims shall constitute the JPMC Allowed Unsecured Claim and shall be classified with and treated in the same manner as other allowed general unsecured claims under the Plan, including, without limitation, with respect to distributions pursuant to Plan; provided, however, that, notwithstanding the foregoing, on and effective as of the Effective Date, the JPMC Entities shall be deemed to have contributed all amounts distributable or payable to the JPMC Entities pursuant to the Plan on account of the JPMC Allowed Unsecured Claim to the Debtors in exchange for certain of the releases identified in the Plan.

Section 2.23. Bond Indemnity Matters. On and effective as of the Effective Date, and pursuant to the 363 Sale and Settlement, (a) all of the WMI Entities' right, title and interest in and to the Bonds, if any, shall be deemed to be and forever determined to be the property of JPMC and the WMI Entities will be deemed to have sold, transferred, and assigned any and all right, title and interest the WMI Entities may have in the Bonds, free and clear of the liens, Claims, interests and encumbrances of any Person other than the liens, Claims, interests and encumbrances, if any, of JPMC, (b) JPMC shall assume all Assumed Liabilities of the WMI Entities related to the Bonding Companies (including, without limitation, Safeco Insurance Company), the Bonded Obligations and the Bond Indemnity and (c) to the extent that any of the Bonding Companies have filed proofs of claim against the Debtors and their chapter 11 estates, JPMC shall pay or fund the payment of the Assumed Liabilities portion of any and all such Claims, as set forth on Schedule 2.23 hereto, to the extent such portion of any such Claim becomes an Allowed Claim; provided, however, that JPMC shall not be obligated to make duplicate payments on account of clauses (b) and (c) hereof.

Section 2.24. Plan Releases Matters. The Plan shall provide, to the fullest extent legally permissible, that any Person, including, without limitation, each REIT Trust Holder, receiving a distribution pursuant to the Plan shall release, and shall be deemed to have released, the JPMC Entities, the FDIC Receiver, FDIC Corporate and the Receivership 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; provided, however, that, as set forth in Section 3.8 hereof, nothing is or shall be intended, nor shall it be construed, to release any claims or defenses that the JPMC Entities and the FDIC Parties may have pursuant to the Purchase and Assumption Agreement. The releases that will be obtained through the Plan are essential to the success of the reorganization and necessary to make the Plan feasible. Without limiting the foregoing, in consideration for the waiver and release of the Releasees from any and all 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 OTS, the assignment of the Trust Preferred Securities subsequent thereto, and any and all claims in any way related to the Trust Preferred Series or the REIT Series, pursuant to the Plan, on the Effective Date, JPMC shall pay, or transfer to the Disbursing Agent, for payment to each Releasing REIT Trust Holder its pro rata share of Fifty Million Dollars (\$50,000,000.00), determined by multiplying (a) Fifty Million Dollars (\$50,000,000.00) times (b) an amount equal to (i) the principal amount of REIT Series held by such Releasing REIT Trust Holder on the Voting Record Date, as defined in the Plan, divided by (ii) the outstanding principal amount of all REIT Series (which is Four Billion Dollars (\$4,000,000,000.00)); provided, however, that, at the election of JPMC, the amount payable to Releasing REIT Trust Holders pursuant to this Section 2.24 may be paid in shares of common stock of JPMC, having an aggregate value equal to the amount of cash to be paid pursuant to this Section 2.24, valued at the average trading price during the thirty (30) day period immediately preceding the Effective Date. While JPMC's

maximum liability pursuant to this Section 2.24 is Fifty Million Dollars (\$50,000,000.00), JPMC's liability shall be reduced to the extent the Releasing REIT Trust Holders comprise less than all of the outstanding REIT Series holders.

Section 2.25. Checks, Funds, Rebatelements and Reimbursements. On and effective as of the Effective Date, pursuant to the 363 Sale and Settlement, and except as otherwise expressly set forth herein, including, without limitation, pursuant to Section 2.4 hereof, the WMI Entities, the FDIC Receiver and the JPMC Entities shall waive and release any and all claims and rights to checks or funds received by the other Party at any time from and after the Petition Date and made out to "*Washington Mutual*", "*WaMu*", "*WAMU*", "*WMT*", "*WMB*" or other similar nomenclature; provided, however, that, within twenty (20) Business Days from the execution and delivery hereof, the WMI Entities, the FDIC Receiver and the JPMC Entities shall provide to the other Party a list setting forth the amounts received by each such Party and referenced above; and, provided, further, that, to the extent that any JPMC Entities have received any amounts from communications carriers that represent funds for overcharges, refunds or rebates, which relate to activity during the period prior to the Petition Date, such JPMC Entities shall (a) pay to WMI any such amounts received or (b) pay or fund the payment of any Claims of such communications carriers to the extent such Claims become Allowed Claims; and, provided, further, that, within five (5) Business Days of the Effective Date, JPMC and WMI shall provide instructions, in form acceptable to the plaintiffs and defendants in the litigation styled Microsoft Cases, J.C.C.P. No. 4106, pending in the Superior Court of California, County of San Francisco (the "***Microsoft-California Class Action***"), instructing the Microsoft Claims Administrator in the Microsoft-California Class Action to distribute to WMI all eligible proceeds of that certain Settlement Agreement, dated June 16, 2003, as amended, entered in the Microsoft-California Class Action.

Section 2.26. No Pass-Through Liability. This Agreement shall not create, and the terms and provisions shall not be construed to create, any additional liability on the part of the FDIC Parties as a result of the transfer of assets and assumption of liabilities set forth herein, including, without limitation, liability arising as a result of claims for setoff, recoupment, indemnification, contribution or subrogation.

Section 2.27. Orders of Investigation. On and effective as of the Effective Date, (a) except with respect to the WMI Releasees, as defined in Section 3.1 hereof, the FDIC Parties may enforce any existing FDIC Order of Investigation or issue, file or serve any additional or replacement FDIC Order of Investigation against any Person, and (b) each of the WMI Releasees set forth on any such FDIC Order of Investigation shall be relieved of any and all obligations to comply with or other requirements set forth therein or under applicable law, if any.

Section 2.28. Allocation of Consideration Received by FDIC Receiver. Pursuant to this Agreement, the FDIC Receiver is releasing potential claims against certain present or former WMI or WMB directors or officers (the "***Potential Claims***"). The FDIC Receiver has allocated no more than One Hundred Twenty Five Million

Dollars (\$125,000,000.00) of the consideration to be received by the FDIC Receiver pursuant to the Plan and Sections 2.4 and 2.26 hereof to the FDIC Receiver's release of the Potential Claims.

Section 2.29. WMB Claims and Distributions. The Debtors and the FDIC Receiver acknowledge and agree that (a) the Plan provides a distribution (contingent on the occurrence of certain conditions) to Bank Creditors in the amount of Three Hundred Thirty-Five Million Dollars (\$335,000,000.00) (the "Bank Creditor Distribution"), on account of and in complete and full satisfaction of purported claims of Bank Creditors against WMI (other than claims that are otherwise subordinated pursuant to section 510 of the Bankruptcy Code), including, without limitation, the Bank Bondholder Claims, to the extent it is determined by Final Order that such claims, including the Bank Bondholder Claims, are Allowed Claims against the Debtors and the Debtors' chapter 11 estates, (b) the Bank Creditor Distribution shall be paid when WMI receives its distribution of the Homeownership Carryback Refund Amount in accordance with Section 2.4 hereof, (c) as set forth in Sections 2.5 and 4.6 hereof, the Bank Bondholder Claims are derivative in nature of the claims and causes of action asserted by the FDIC Parties and the Receivership in the FDIC Claim and the WMI Action and (d) the claims and causes of action that have or may be asserted by the FDIC Parties and the Receivership against the Debtors and the Debtors' chapter 11 estates are being released, discharged or settled as a result of this Agreement and the Plan.

### **ARTICLE III RELEASES AND BAR ORDER**

Section 3.1. Release of WMI Entities. On and effective as of the Effective Date, and without the need for the execution and delivery of additional documentation or the entry of any additional orders of the Bankruptcy Court, except as expressly provided in this Agreement and the Plan, the JPMC Entities, the Creditors' Committee and the FDIC Parties, each of their respective subsidiaries and Affiliates and the predecessors, successors and assigns of any of them and any other Person that claims or might claim through, on behalf of or for the benefit of any of the foregoing whether directly or derivatively (including, without limitation, by or through the Receivership or otherwise) (collectively, the "***Non-Debtor Releasers***"), shall be deemed to have irrevocably and unconditionally, fully, finally, and forever waived, released, acquitted and discharged the WMI Entities, WMB, each of the Debtors' estates, the Reorganized Debtors, their respective past or present parent entities, subsidiaries, Affiliates, directors, officers, employees, professionals, including, without limitation, any and all professionals retained by WMI or the Creditors' Committee in the Chapter 11 Cases either (a) pursuant to an order of the Bankruptcy Court other than ordinary course professionals or (b) as set forth on Schedule 3.1(a) hereto (collectively, the "***Retained Professionals***"), and the predecessors, successors and assigns of any of them (collectively, but excluding the Persons set forth on Exhibit "BB" hereto (the "***Excluded Parties***"), the "***WMI Releasees***") from any and all claims, demands, rights, liabilities, or causes of action of any and every kind, character or nature whatsoever, in law or in equity, known or unknown (including Unknown Claims), whether asserted or unasserted, which the Non-

Debtor Releasors, or any of them, or anyone claiming through them, on their behalf or for their benefit have or may have or claim to have, now or in the future, against any WMI Releasee that are Released Claims or otherwise are based upon, related to, or arise out of or in connection with any of WMI's assets or any assets to be received by WMI as provided herein, the Plan Contribution Assets, the JPMC Claims, the FDIC Claim, the Purchase and Assumption Agreement, the Intercompany Claims, the WMI Accounts, the Disputed Accounts (including, without limitation, any rights of setoff, recoupment, banker's liens, or similar rights a Non-Debtor Releasor may have against funds in the Disputed Accounts or the WMI Accounts), any intercompany claims on the books of WMI or WMB related to the WaMu Pension Plan and the Lakeview Plan and claims related in any way to the Trust Preferred Securities (including, without limitation, the creation of the Trust Preferred Securities, the retention of the Trust Preferred Securities and the transfer of WMI's interest therein to JPMC), or any claim, act, fact, transaction, occurrence, statement or omission in connection with, or alleged or that could have been alleged in the Related Actions, 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 Non-Debtor Releasors arising directly or indirectly from or otherwise relating to the Actions (the "**WMI Released Claims**"). Notwithstanding anything contained in this Section 3.1 or elsewhere to the contrary, (a) the foregoing is not intended to release, nor shall it have the effect of releasing, (i) the WMI Releasees from the performance of their obligations in accordance with this Agreement, the written agreements set forth on Schedule 3.1(b) hereto and entered into among either of the WMI Entities, on the one hand, and any of the Non-Debtor Releasors, on the other hand, during the period subsequent to the Petition Date, (ii) with respect to the FDIC Parties only, and subject to the terms and provisions of Section 3.6 hereof, any Person (other than any Person serving as a current director or officer of WMI or WMB or their subsidiaries or Affiliates) from any enforcement or regulatory action by the FDIC Parties or such other claims or causes of action which the FDIC Parties have against the Excluded Parties, (iii) with respect to the FDIC Parties only, and solely to the extent of an action commenced by or for the benefit of a WMI Releasee, any claims or rights that the FDIC Parties may have to intervene in any such action solely to assert that such action is a derivative action that, as a matter of law, belongs to the FDIC Parties, and not for purposes of obtaining an affirmative recovery against such WMI Releasee with regard to the WMI Released Claims and (iv) any avoidance action or claim objection regarding an Excluded Party or a WMI Releasee, (b) each Non-Debtor Releasor shall retain the right to assert any and all WMI Released Claims by way of setoff, contribution, contributory or comparative fault or in any other defensive manner in the event that such Non-Debtor Releasor or any other person or entity (but solely as a defense against the claims of such person or entity and not for purposes of obtaining an affirmative recovery) and such WMI Released Claim shall be determined in connection with any such litigation as if the provisions of this Section 3.1 were not effective, and (c) solely to the extent any governmental authority obtains or enters an order directing restitution for the criminal or otherwise wrongful acts, (i) such orders shall be for the benefit of the FDIC Receiver as successor to WMB and (ii) if WMI or JPMC receives any payment in respect of any such order, such entity shall (1)



hold such amounts in trust for the FDIC Receiver as successor to WMB, (2) promptly notify the FDIC Receiver of its receipt of such payment and (3) remit such funds to the FDIC Receiver for the benefit of the Receivership.

Section 3.2. Release of the JPMC Entities. On and effective as of the Effective Date, and without the need for the execution and delivery of additional documentation or the entry of any additional orders of the Bankruptcy Court, except as expressly provided in this Agreement and the Plan, the WMI Entities, each of the Debtors' estates, the Reorganized Debtors, the FDIC Parties, the Creditors' Committee, and each of their respective subsidiaries and Affiliates and the predecessors, successors and assigns of any of them and any other Person that claims or might claim through, on behalf of or for the benefit of any of the foregoing, whether directly or derivatively (including, without limitation, by or through the Debtors, the Receivership or otherwise) (collectively, the "**Non-JPMC Releasors**"), shall be deemed to have irrevocably and unconditionally, fully, finally and forever waived, released, acquitted and discharged the JPMC Entities, the Acquisition JPMC Entities and any of their respective past or present parent entities, subsidiaries, Affiliates, directors, officers, employees, professionals and the predecessors, successors and assigns of any of them (collectively, the "**JPMC Releasees**"), from any and all claims, demands, rights, liabilities, or causes of action of any and every kind, character or nature whatsoever, in law or in equity, known or unknown (including Unknown Claims), whether asserted or unasserted, which the Non-JPMC Releasors, or any of them, or anyone claiming through them, on their behalf or for their benefit, have or may have or claim to have, now or in the future, against any JPMC Releasee that are Released Claims or otherwise are based upon, related to, or arise out of or in connection with any assets to be received by JPMC as provided herein, the Plan Contribution Assets, the Debtors' Claims, the JPMC Claims, the FDIC Claim, the Purchase and Assumption Agreement, the Intercompany Claims, any intercompany claims on the books of WMI or WMB related to the WaMu Pension Plan or the Lakeview Plan and 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) or any claim, act, fact, transaction, occurrence, statement or omission in connection with or alleged or that could have been alleged in the Related Actions, 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 Non-JPMC Releasors arising directly or indirectly from or otherwise relating to the Related Actions (the "**JPMC Released Claims**"). Notwithstanding anything contained in this Section 3.2 or elsewhere to the contrary, (a) the foregoing is not intended to release, nor shall it have the effect of releasing, JPMC from the performance of its obligations in accordance with this Agreement, the written agreements set forth on Schedule 3.2 hereto and entered into among any of the JPMC Entities, on the one hand, and either of the WMI Entities, on the other hand, during the period subsequent to the Petition Date, (b) each Non-JPMC Releasor shall retain the right to assert any and all JPMC Released Claims by way of setoff, contribution, contributory

or comparative fault or in any other defensive manner in the event that such Non-JPMC Releasor is sued on any JPMC Released Claim by a JPMC Releasee or any other person or entity (but solely as a defense against the claims of such person or entity and not for purposes of obtaining an affirmative recovery) and such JPMC Released Claim shall be determined in connection with any such litigation as if the provisions of this Section 3.2 were not effective and (c) subject to the provisions of Section 3.8 hereof, the foregoing is not intended to release, nor shall it have the effect of releasing, any rights, claims or defenses that the FDIC Parties may have pursuant to the Purchase and Assumption Agreement.

Section 3.3. Release of the FDIC Parties. On and effective as of the Effective Date, and without the need for the execution and delivery of additional documentation or the entry of any additional orders of the Bankruptcy Court, except as expressly provided in this Agreement and the Plan, the WMI Entities, each of the Debtors' estates, the Reorganized Debtors, the JPMC Entities, the Creditors' Committee, and each of their respective subsidiaries and Affiliates and the predecessors, successors and assigns of any of them and any other Person that claims or might claim through, on behalf of or for the benefit of any of the foregoing, whether directly or derivatively (collectively, the "**Non-FDIC Releasors**") shall be deemed to have irrevocably and unconditionally, fully, finally, and forever waived, released, acquitted and discharged the FDIC Receiver, FDIC Corporate, the Receivership, their respective past or present parent entities, subsidiaries, Affiliates, directors, officers, employees, professionals and the predecessors, successors and assigns of any of these (collectively, the "**FDIC Releasees**") from any and all claims, demands, rights, liabilities, or causes of action of any and every kind, character or nature whatsoever, in law or in equity, known or unknown (including Unknown Claims), whether asserted or unasserted, which the Non-FDIC Releasors, or any of them, or anyone claiming through them, on their behalf or for their benefit, have or may have or claim to have, now or in the future, against any FDIC Releasee that are Released Claims or otherwise are based upon, related to, or arise out of or in connection with the Plan Contribution Assets, the Debtors' Claims, the JPMC Claims, the Intercompany Claims, the Purchase and Assumption Agreement, any intercompany claims on the books of WMI or WMB related to the WaMu Pension Plan or the Lakeview Plan and 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) or any claim, act, fact, transaction, occurrence, statement, or omission in connection with or alleged or that could have been alleged in the Related Actions, 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 Non-FDIC Releasors arising directly or indirectly from or otherwise relating to the Related Actions, other than any claims or rights that the JPMC Entities may have against the FDIC Releasees pursuant to the Purchase and Assumption Agreement (collectively, the "**FDIC Released Claims**"). Notwithstanding anything contained in this Section 3.3 or elsewhere to the contrary, (a) the foregoing is

not intended to release, nor shall it have the effect of releasing, the FDIC Parties from the performance of their obligations in accordance with this Agreement and the written agreements set forth on Schedule 3.3 hereto and entered into among the FDIC Receiver, FDIC Corporate or the Receivership, on the one hand, and either of the WMI Entities, on the other hand, during the period subsequent to the Petition Date, or with respect to the Purchase and Assumption Agreement, (b) each Non-FDIC Releasor shall retain the right to assert any and all FDIC Released Claims by way of setoff, contribution, contributory or comparative fault or in any other defensive manner in the event that such Non-FDIC Releasor is sued on any FDIC Released Claim by an FDIC Releasee or any other person or entity (but solely as a defense against the claims of such person or entity and not for purposes of obtaining an affirmative recovery) and such FDIC Released Claim shall be determined in connection with any such litigation as if the provisions of this Section 3.3 were not effective, (c) subject to the provisions of Section 3.8 hereof, the foregoing is not intended to release, nor shall it have the effect of releasing, any rights or claims that the JPMC Entities may have pursuant to the Purchase and Assumption Agreement, and (d) the foregoing is not intended to release, nor shall it have the effect of releasing, any Releasee or any Person of claims that may be held or asserted by the Federal Deposit Insurance Corporation, in any capacity (including, without limitation, as regulator or as receiver for any failed depository institution other than WMB), to the extent that any such claims are unrelated to the Debtors, the Chapter 11 Cases, the Actions, the WMI Claims or the FDIC Claim.

Section 3.4. INTENTIONALLY OMITTED.

Section 3.5. Release of Creditors' Committee. On and effective as of the Effective Date, and without the need for the execution and delivery of additional documentation or the entry of any additional orders of the Bankruptcy Court, the JPMC Entities, the FDIC Parties, each of their respective subsidiaries and Affiliates and the predecessors, successors and assigns of any of them and any other Person that claims or might claim through, on behalf of or for the benefit of any of the foregoing whether directly or derivatively (including, without limitation, by or through the Receivership, the Debtors or otherwise) (the “**Non-Creditors' Committee Releasors**”), shall be deemed to have irrevocably and unconditionally, fully, finally, and forever waived, released, acquitted and discharged the Creditors' Committee, the members of the Creditors' Committee, and their respective past or present members, subsidiaries, Affiliates, directors, officers, employees, professionals and the predecessors, successors and assigns of any of them (the “**Creditors' Committee Releasees**”) from any and all claims, demands, rights, liabilities, or causes of action of any and every kind, character or nature whatsoever, in law or in equity, known or unknown (including Unknown Claims), whether asserted or unasserted, which the Non-Creditors' Committee Releasors, or any of them, or anyone claiming through them, on their behalf or for their benefit have or may have or claim to have, now or in the future, against any Creditors' Committee Releasee that are Released Claims or otherwise are based upon, related to, or arise out of or in connection with any of WMI's assets or any assets to be received by WMI, its constituencies, or the Creditors' Committee's constituencies as provided herein, the Plan

Contribution Assets, the JPMC Claims, the FDIC Claim, the Purchase and Assumption Agreement, the Intercompany Claims, the Disputed Accounts and the WMI Accounts (including, without limitation, any rights of setoff, recoupment, banker's liens, or similar rights a Non-Creditors' Committee Releasor may have against funds in the Disputed Accounts and the WMI Accounts), any intercompany claims on the books of WMI or WMB related to the WaMu Pension Plan and the Lakeview Plan and claims related in any way to the Trust Preferred Securities (including, without limitation, the creation of the Trust Preferred Securities, the retention of the Trust Preferred Securities and the transfer of WMI's interest therein to JPMC), or any claim, act, fact, transaction, occurrence, statement or omission in connection with, or alleged or that could have been alleged in the Related Actions, 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 Non-Creditors' Committee Releasors arising directly or indirectly from or otherwise relating to the Actions (the "**Creditors' Committee Released Claims**"). Notwithstanding anything contained in this Section 3.5 or elsewhere to the contrary, (a) the foregoing is not intended to release, nor shall it have the effect of releasing, the Creditors' Committee Releasees from the performance of their obligations in accordance with this Agreement, the written agreements set forth on Schedule 3.5 hereto and entered into among any of the Creditors' Committee Releasees, on the one hand, and any of the Non-Creditors' Committee Releasors, on the other hand, during the period subsequent to the Petition Date and (b) each Non-Creditors' Committee Releasor shall retain the right to assert any and all Creditors' Committee Released Claims by way of setoff, contribution, contributory or comparative fault or in any other defensive manner in the event that such Non-Creditors' Committee Releasor or any other person or entity (but solely as a defense against the claims of such person or entity and not for purposes of obtaining an affirmative recovery) and such Creditors' Committee Released Claim shall be determined in connection with any such litigation as if the provisions of this Section 3.5 were not effective.

**Section 3.6. Relief for Indemnification and Contribution Claims.**

Without in any way limiting the scope of Section 3.1 hereof, each of the FDIC Parties further agrees that, from and after the Effective Date, if (a) any claim or cause of action is commenced, asserted, continued or pursued by, on behalf of, or for the benefit of any of the FDIC Parties against any Person, including, without limitation, any Excluded Party, for claims or causes of action relating to the period prior to the Effective Date, (b) a judgment or settlement is obtained in connection therewith requiring payment by such Person to any of the FDIC Parties or otherwise (the "**FDIC Judgment or Settlement**"), and (c) as a direct or indirect result thereof, any Person seeks and successfully obtains, by way of judgment, award, settlement (with consent of the FDIC Parties, which consent shall not be unreasonably withheld) or otherwise, directly or indirectly, any contribution or indemnity from any of the WMI Releasees based upon, arising from, or related to the FDIC Judgment or Settlement, then, such FDIC Party shall not execute on, collect on, obtain a lien based upon, or otherwise perfect or use in any manner any FDIC Judgment or Settlement unless the FDIC Party first reduces the FDIC Judgment or Settlement amount or otherwise structures such FDIC Judgment or Settlement, by agreement or

otherwise, such that none of the WMI Releasees shall be required to make any payment on such contribution or indemnification or, directly or indirectly, any payment of any portion of the FDIC Judgment or Settlement that exceeds amounts paid or to be paid from available insurance coverage, including, without limitation, any insurance under the Tower Insurance Programs. The specific action or inaction taken by any of the FDIC Parties as may be required by this Section 3.6 shall be at the discretion of such FDIC Parties so long as such action or inaction, as the case may be, shall be effective to relieve all of the WMI Releasees of such contribution or indemnification claims in a manner consistent with this Section 3.6. Nothing contained in this Section 3.6 shall (x) require any FDIC Party to pay or otherwise be responsible for any attorneys' fees or other costs of litigation incurred by any WMI Releasee, all such fees and costs being the sole responsibility and obligation of the WMI Releasee, (y) to the extent that the FDIC Parties comply with the provisions of this Section 3.6, require any of the FDIC Parties to indemnify, reimburse or pay any loss or obligation of any WMI Releasees, the Excluded Parties or any other Person, and (z) be construed to relieve any of the Debtors' insurers, including, without limitation, any insurers in the Tower Insurance Programs, of any of their obligations under their insurance policies or applicable law.

Section 3.7. Bar Order. Except as otherwise agreed to by the Parties, the effectiveness of the compromise and settlement set forth herein is conditioned upon, among other things, the Bankruptcy Court entering the Confirmation Order, each of which shall, inter alia, provide that each and every Person who is not a Releasor hereunder, and receiving a distribution pursuant to the Plan, is permanently enjoined, barred and restrained from instituting, prosecuting, pursuing or litigating in any manner any and all claims, demands, rights, liabilities, or causes of action of any and every kind, character or nature whatsoever, in law or in equity, known or unknown (including Unknown Claims), whether asserted or unasserted, against any of the WMI Releasees, the JPMC Releasees, the FDIC Releasees, or the Creditors' Committee Releasees that are Released Claims or otherwise are based upon, related to, or arise out of or in connection with the Debtors' Claims, the JPMC Claims, the FDIC Claim, the Purchase and Assumption Agreement (other than any rights, claims or defenses the JPMC Entities or the FDIC Parties may have pursuant to the Purchase and Assumption Agreement), confirmation and consummation of the Plan, the negotiation and consummation of this Agreement or any claim, act, fact, transaction, occurrence, statement or omission in connection with or alleged or that could have been alleged in the Related Actions or other similar proceedings, 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 arising directly or indirectly from or otherwise relating to the Related Actions, either directly or indirectly by any Person for the direct or indirect benefit of any WMI Releasee arising from or related to the claims, acts, facts, transactions, occurrences, statements or omissions that are, could have been or may be alleged in the Related Actions or any other action brought or that might be brought by, through, on behalf of, or for the benefit of the WMI Releasees or any of them (whether arising under federal, state or foreign law, and regardless of where asserted).

Section 3.8. JPMC and FDIC Preserved Rights. Notwithstanding anything contained in this Article III to the contrary, nothing in this Agreement shall waive, release, acquit or discharge, nor shall it be construed to waive, release, acquit or discharge, the rights and obligations of JPMC and the FDIC Parties pursuant to the Purchase and Assumption Agreement, including, without limitation, any right to assert that liabilities remained with the FDIC Parties or seek indemnification in accordance with the provisions of Section 12.1 of the Purchase and Assumption Agreement or dispute the assertion of liabilities or entitlement to indemnification; provided, however, that this Agreement shall affect and be binding upon JPMC and the FDIC Parties to the extent it resolves any and all claims among JPMC and the FDIC Parties to the assets and consideration paid, sold, assigned and transferred to the JPMC Entities and the FDIC Parties pursuant to this Agreement and the Purchase and Assumption Agreement.

## **ARTICLE IV REPRESENTATIONS AND WARRANTIES**

Section 4.1. Representation and Warranties of JPMC Entities. JPMC hereby represents and warrants for itself, and on behalf of the other JPMC Entities, that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with all requisite power and authority to carry on the business in which it is engaged, to own the properties it owns, to execute this Agreement and to consummate the transactions contemplated hereby; (b) it has full requisite power and authority to execute and deliver and to perform its obligations under this Agreement, and the execution, delivery and performance hereof, and the instruments and documents required to be executed by it in connection herewith (i) have been duly and validly authorized by it and (ii) are not in contravention of its organizational documents or any agreements specifically applicable to it; (c) no proceeding, litigation or adversary proceeding before any court, arbitrator or administrative or governmental body is pending against it which would adversely affect its ability to enter into this Agreement or to perform its obligations hereunder; and (d) it, or one of its affiliated JPMC Entities, directly or indirectly, has the power and authority to bind each other JPMC Entity to the terms of this Agreement or otherwise has been duly authorized by such other JPMC Entity to execute and deliver this Agreement on its behalf.

Section 4.2. Representations of the JPMC Entities as to JPMC Claims/Tax Sharing Agreement. JPMC hereby represents and warrants for itself, and on behalf of the other JPMC Entities, that: (a) except with regard to the JPMC Claims referenced in the Recitals herein, none of the JPMC Entities holds any claims against the WMI Entities, known or unknown, whether asserted or unasserted, and that any such claims or causes of action are included among the WMI Released Claims, (b) it has not filed, or caused to be filed, a proof of claim against any of the Debtors other than the JPMC Claims; (c) as of the date hereof, it has not assigned, sold, participated, granted, conveyed, or otherwise transferred, in whole or in part, the JPMC Claims, and, as of the date hereof, it is not a party to any agreement to assign, sell, participate, grant, convey or otherwise transfer, and has not entered into any other agreement to assign, sell, participate, grant or otherwise transfer, in whole or in part, any portion of its right, title or

interests in the JPMC Claims, and it has good title thereto, free and clear of all liens, security interests and other encumbrances of any kind; (d) as of the date hereof, the sole beneficial owners of the JPMC Claims are the JPMC Entities; and (e) as of September 25, 2008, the JPMC Entities acquired the assets of the Affiliated Banks and their Affiliates, pursuant to the Purchase and Assumption Agreement, including, without limitation, assets and rights in accordance with that certain Tax Sharing Agreement, dated as of August 31, 1999, by and among the parties thereto.

Section 4.3. Representation and Warranties of the WMI Entities. Each of the WMI Entities hereby represents and warrants for itself, and on behalf of the other Debtors, that: (a) it is duly organized and validly existing under the laws of the jurisdiction of organization with all requisite power and authority to carry on the business in which it is engaged, to own the properties it owns, to execute this Agreement and to consummate the transactions contemplated hereby; (b) subject to entry of the Confirmation Order, it has full requisite power and authority to execute and deliver and to perform its obligations under this Agreement, and the execution, delivery and performance hereof, and the instruments and documents required to be executed by it in connection herewith (i) have been duly and validly authorized by it and (ii) are not in contravention of its organization documents or any material agreement specifically applicable to it; (c) no proceeding, litigation or adversary proceeding before any court, arbitrator or administrative or governmental body is pending against it which would adversely affect its ability to enter into this Agreement or to perform its obligations hereunder; and (d) it, or one of its Affiliated WMI Entities that is signatory hereto, directly or indirectly, and subject to the entry of the Confirmation Order, has the power and authority to bind each Debtor, Reorganized Debtor and other WMI Entity to the terms of this Agreement or otherwise has been duly authorized by such Debtor, Reorganized Debtor and other WMI Entity to execute and deliver this Agreement on its behalf.

Section 4.4. Representations of the WMI Entities as to Debtors' Claims. Each of the WMI Entities hereby represents and warrants for itself, and on behalf of the other Debtors that: (a) other than the claims asserted in the Actions, none of the Debtors holds any claim or cause of action against the JPMC Entities, the FDIC Parties or the Receivership and that any such claims or causes of actions are included among the JPMC Released Claims and the FDIC Released Claims, respectively; and (b) they are not aware of any proofs of claim filed by or on behalf of the WMI Entities other than the claims set forth in the Recitals herein.

Section 4.5. Representations and Warranties of the FDIC Parties. The FDIC Receiver hereby represents and warrants for itself and on behalf of the Receivership, and FDIC Corporate hereby represents and warrants that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with all requisite power and authority to carry on the business in which it is engaged, to own the properties it owns, to execute this Agreement and to consummate the transactions contemplated hereby; (b) it has full requisite power and authority to execute and deliver and to perform its obligations under this Agreement, and the execution,

delivery and performance hereof, and the instruments and documents required to be executed by it in connection herewith (i) have been duly and validly authorized by it and (ii) are not in contravention of its organizational documents or any agreements specifically applicable to it; (c) no proceeding, litigation or adversary proceeding before any court, arbitrator or administrative or governmental body is pending against it which would adversely affect its ability to enter into this Agreement or to perform its obligations hereunder; and (d) it directly or indirectly, has the power and authority to bind itself and the Receivership to the terms of this Agreement or otherwise has been duly authorized to execute and deliver this Agreement on its behalf.

Section 4.6. Representations of the FDIC Parties as to FDIC Claim.

The FDIC Receiver hereby represents and warrants for itself and on behalf of the Receivership, and FDIC Corporate hereby represents and warrants, effective upon FDIC Board approval, that: (a) except with regard to the FDIC Claim and as set forth in the Actions, none of the FDIC Receiver, FDIC Corporate and the Receivership holds any claims against the WMI Entities, known or unknown, whether asserted or unasserted, and that any such claims or causes of action are included among the WMI Released Claims; (b) it has not filed, or caused to be filed, a proof of claim against any of the Debtors other than the FDIC Claim; (c) the FDIC Claim, together with those asserted against the WMI Entities in the WMI Action, represent all claims and causes of action of the FDIC Parties and the Receivership against the Debtors and that the claims similar in nature which are asserted in the Bank Bondholder Claims, including, without limitation, fraudulent transfer claims, breach of fiduciary claims, corporate veil piercing, alter ego, substantive consolidation, securities fraud and the undercapitalization of, failure to support and looting of WMB, are derivative in nature of the claims of Receivership and of the claims set forth in the FDIC Claim and the WMI Action; (d) as of the date hereof, it has not assigned, sold, participated, granted, conveyed, or otherwise transferred, in whole or in part, the FDIC Claim, and, as of the date hereof, it is not a party to any agreement to assign, sell, participate, grant, convey or otherwise transfer, and has not entered into any other agreement to assign, sell, participate, grant or otherwise transfer, in whole or in part, any portion of its right, title or interests in the FDIC Claim, and it has good title thereto, free and clear of all liens, security interests and other encumbrances of any kind; and (e) as of the date hereof, the sole beneficial owner of the FDIC Claim is the FDIC Receivership; provided, however, that certain claims asserted in the FDIC Claim may be claims in which JPMC maintains an interest pursuant to the Purchase and Assumption Agreement.

Section 4.7. Representations and Warranties of the Creditors' Committee.

The Creditors' Committee hereby represents and warrants that: (a) it is duly organized and validly existing under the provisions of the Bankruptcy Code; (b) it has full requisite power and authority to execute and deliver and to perform its obligations under the Agreement, and the execution, delivery and performance hereof, and the instruments and documents required to be executed by it in connection herewith (i) have been duly and validly authorized by it and (ii) are not in contravention of its bylaws or any material agreement specifically applicable to it; (c) no proceeding, litigation or



adversary proceeding before any court, distributor or administrative or governmental body is pending against it which would adversely affect its ability to enter into this Agreement or to perform its obligations hereunder; and (d) it has the power and authority to bind the Creditors' Committee to the terms of this Agreement or otherwise has been duly authorized by the Creditors' Committee to execute and deliver this Agreement on its behalf.

Section 4.8. Representations of the Parties as to this Agreement. Each Party represents and acknowledges that: (a) in executing this Agreement, it does not rely, and has not relied, upon any representation of statement made by any other Party or any of such other Party's representative, agents or attorneys, with regard to the subject matter, basis or effect of this Agreement or otherwise, other than as may be stated specifically in this Agreement, (b) in executing this Agreement, it has relied entirely upon its own judgment, beliefs and interest and the advice of its counsel and that it has had a reasonable period of time to consider the terms of this Agreement before entering into it, and (c) it has reviewed this Agreement and that it fully understands and voluntarily accepts all of the provisions contained herein. Each Party further represents, acknowledges and agrees that this Agreement was the product of negotiations among the Parties and that any rule of construction as to ambiguities being resolved against the drafting party shall not apply in the interpretation of this Agreement.

## **ARTICLE V COVENANTS**

Section 5.1. Covenants of JPMC Entities. JPMC hereby covenants and agrees, on behalf of itself and the other JPMC Entities, as follows:

(a) None of the JPMC Entities shall sell, transfer, pledge, hypothecate or assign any of the JPMC Claims or any voting rights or participations or other interests therein during the period from the date hereof up to and including the Effective Date; provided, however, that, prior to the Effective Date, the JPMC Entities may enter into one or more agreements to sell, transfer, pledge, hypothecate or assign the JPMC Claims or any voting rights or participations or other interests therein provided that the effectiveness thereof is contingent upon the occurrence of the Effective Date. To the extent that any of the JPMC Entities sells, transfers, pledges, hypothecates or assigns any of the JPMC Claims or any voting rights or participations or other interests therein during the period from and after the Effective Date, JPMC shall inform, in writing, any purchaser, agent or other entity with respect thereto (i) of the agreements set forth herein and entry of the Confirmation Order and (ii) that the rights against any of the WMI Entities being acquired are no more and no less than the Plan distributions to which the holder of the Allowed Claim(s) is entitled.

(b) None of the JPMC Entities shall, except as expressly provided herein, (i) file any additional claims or proofs of claim, whatsoever, with the Bankruptcy Court against any of the Debtors (including secured, unsecured, administrative, priority or substantial contribution claims); (ii) file any additional claims,

commence or prosecute any pending or additional litigation, proceeding, action or matter or seek to recover damages or to seek any other type of relief against any of the WMI Releasees, the FDIC Releasees, or the Creditors' Committee Releasees based upon, arising from or relating to the WMI Released Claims, the FDIC Released Claims, or the Creditors' Committee Released Claims, respectively, or any of the claims or causes of action asserted or which could have been asserted in the Actions or the Related Actions, or (iii) directly or indirectly aid any person in taking any action with respect to the WMI Released Claims, the FDIC Released Claims, or the Creditors' Committee Released Claims, respectively, that is prohibited by this Section 5.1(b).

(c) Each of the JPMC Entities shall (i) support, and otherwise take no action to impede or preclude, the entry of the Confirmation Order, the administration of the Debtors' chapter 11 cases, the approval of the Disclosure Statement, the entry of the Confirmation Order or the consummation, implementation and administration of the Plan provided that such Disclosure Statement, Confirmation Order and Plan (and its consummation, implementation and administration) are consistent with the terms herein, and (ii) in accordance with the provisions of Section 6.1 hereof, (A) not consent to or vote for any modification of the Plan unless such modification is proposed or supported by the Debtors and otherwise consistent with the terms herein and (B) not vote for or support any chapter 11 plan not proposed or supported by the Debtors.

(d) On the Effective Date, and without limiting the generality of the foregoing, each of the JPMC Entities shall be deemed to have covenanted not to sue the WMI Releasees, the FDIC Releasees, or the Creditors' Committee Releasees with respect to the WMI Released Claims, the FDIC Released Claims, or the Creditors' Committee Released Claims, respectively, and to be permanently barred and enjoined from instituting, prosecuting, pursuing or litigating, in any manner, the WMI Released Claims against the WMI Releasees, the FDIC Released Claims against the FDIC Releasees and the Creditors' Committee Released Claims against the Creditors' Committee Releasees.

(e) On the Effective Date, JPMC shall provide the WMI Entities, the FDIC Receiver and FDIC Corporate with a certificate to the effect that each of the representations and warranties set forth in Sections 4.1, 4.2 and 4.10 of this Agreement are true and correct as of the Effective Date.

Section 5.2. Covenants of the FDIC Parties. The FDIC Receiver, for itself and on behalf of the Receivership, and FDIC Corporate hereby covenant and agree as follows:

(a) The FDIC Receiver shall not sell, transfer, pledge, hypothecate or assign the FDIC Claim or any voting rights or participations or other interests therein during the period from the date hereof up to and including the Effective Date; provided, however, that, prior to the Effective Date, the FDIC Receiver may enter into one or more agreements to sell, transfer, pledge, hypothecate or assign the FDIC Claim or any voting rights or participations or other interests therein provided that the

effectiveness thereof is contingent upon the occurrence of the Effective Date. To the extent that the FDIC Receiver sells, transfers, pledges, hypothecates or assigns the FDIC Claim or any voting rights or participations or other interests therein during the period from and after the Effective Date, the FDIC Receiver shall inform, in writing, any purchaser, agent or other entity with respect thereto (i) of the agreements set forth herein and entry of the Confirmation Order and (ii) that the rights against either of the Debtors being acquired are no more and no less than the Plan distributions to which the holder of the Allowed Claim is entitled.

(b) Neither the FDIC Receiver nor FDIC Corporate shall (i) file any additional claims or proofs of claim, whatsoever, with the Bankruptcy Court against any of the Debtors (including secured, unsecured, administrative, priority or substantial contribution claims); (ii) except as expressly provided herein, file any additional claims, commence or prosecute any pending or additional litigation, proceeding, action or matter or seek to recover damages or to seek any other type of relief against any of the WMI Releasees, the JPMC Releasees, or the Creditors' Committee Releasees based upon, arising from or relating to the WMI Released Claims, the JPMC Released Claims, or the Creditors' Committee Released Claims, respectively, or any of the claims or causes of action asserted or which could have been asserted in the Actions or the Related Actions, or (iii) directly or indirectly aid any person in taking any action with respect to the WMI Released Claims, the JPMC Released Claims, or the Creditors' Committee Released Claims, respectively, that is prohibited by this Section 5.2(b).

(c) Subject to the provisions of Section 6.1 hereof, the FDIC Parties shall support, and otherwise take no action to impede or preclude, the administration of the Debtors' Chapter 11 Cases, approval of the Disclosure Statement, the entry of the Confirmation Order or the consummation, implementation and administration of the Plan provided that such Disclosure Statement, Confirmation Order and Plan (and its consummation, implementation and administration) are consistent with the terms herein.

(d) On the Effective Date, and without limiting the generality of the foregoing, the FDIC Parties shall be deemed to have covenanted not to sue the WMI Releasees, the JPMC Releasees or the Settlement Note Releasees with respect to the WMI Released Claims, the JPMC Released Claims, or the Creditors' Committee Released Claims or the Settlement Note Released Claims, respectively, and to be permanently barred and enjoined from instituting, prosecuting, pursuing or litigating, in any manner, the WMI Released Claims against the WMI Releasees, the JPMC Released Claims against the JPMC Releasees, and the Creditors' Committee Released Claims against the Creditors' Committee Releasees.

(e) From and after the date hereof, neither the FDIC Receiver nor FDIC Corporate shall take any action or cause any action to be taken to enforce, in furtherance of, or otherwise cause compliance with, any FDIC Order of Investigation with respect to the WMI Releasees.

(f) On the Effective Date, each of the FDIC Receiver and FDIC Corporate shall provide the WMI Entities and JPMC with a certificate to the effect that each of the representations and warranties set forth in Sections 4.5, 4.6 and 4.10 of this Agreement are true and correct as of the Effective Date.

Section 5.3. Covenants of the WMI Entities. Each of the WMI Entities, for themselves, hereby covenants and agrees as follows:

(a) The Debtors shall take, and shall cause their subsidiaries and Affiliates to take, all actions reasonably necessary to obtain, and shall take no action to impede or preclude, the approval of the Disclosure Statement and the entry of the Confirmation Order and the consummation, implementation and administration of the Plan provided that the Disclosure Statement and Plan (and its consummation, implementation and administration) are consistent with the terms herein, including, without limitation, that the Parties have acted in good faith in connection with the negotiation of the terms hereof. Such necessary actions shall include, but not be limited to, (A) filing on or prior to February 8, 2011, the Disclosure Statement, in a form reasonably satisfactory to JPMC and the FDIC Parties, (B) filing the Plan, in a form reasonably satisfactory to JPMC and the FDIC Parties, and (C) prosecuting the approval of the Disclosure Statement and the Plan at hearings in accordance with applicable orders entered in the Debtors' Chapter 11 Cases.

(b) Neither of the Debtors shall: (i) file any additional claims, commence or prosecute any pending or additional litigation, proceeding, action, or matter or seek to recover damages or to seek equitable relief against any of the JPMC Releasees or the FDIC Releasees arising from or relating to the JPMC Released Claims or the FDIC Released Claims, respectively, or (ii) directly or indirectly aid any Person in taking any act prohibited by clause (i) of this Section 5.3(b).

(c) On the Effective Date, and without limiting the generality of the foregoing, the Debtors, the Reorganized Debtors, and each of the Debtors' estates shall be deemed to have covenanted not to sue the JPMC Releasees and the FDIC Releasees with respect to the JPMC Released Claims and the FDIC Released Claims, respectively, and to be permanently barred and enjoined from instituting, prosecuting, pursuing or litigating in any manner the JPMC Released Claims against the JPMC Releasees and the FDIC Released Claims against the FDIC Releasees, respectively.

(d) On the Effective Date, each of the WMI Parties shall provide JPMC, the FDIC Receiver and FDIC Corporate with a certificate to the effect that each of the representations and warranties set forth in Sections 4.3, 4.4 and 4.10 of this Agreement are true and correct as of the Effective Date.

Section 5.4. Covenants of the Creditors' Committee. The Creditors' Committee hereby covenants and agrees as follows:

(a) The Creditors' Committee shall support, and otherwise take no action to impede or preclude, the approval of the Disclosure Statement or the confirmation, implementation and administration of the Plan in a manner consistent with this Agreement.

(b) On and effective as of the Effective Date, and without limiting the generality of the foregoing, subject to the terms of this Agreement, the Creditors' Committee shall be deemed to have covenanted not to sue the WMI Releasees, the JPMC Releasees, the Settlement Note Releasees and the FDIC Releasees with respect to the respective claims released in accordance with Article III hereof and to be permanently barred and enjoined from instituting, prosecuting, pursuing or litigating, in any manner, the WMI Released Claims against the WMI Releasees, the JPMC Released Claims against the JPMC Releasees, and the FDIC Released Claims against the FDIC Releasees; provided, however, that nothing contained in this Agreement or the Plan shall prevent the Creditors' Committee from pursuing avoidance actions or claims objections on behalf of the Debtors or their successors with respect to WMI Releasees.

(c) On the Effective Date, the Creditors' Committee shall provide the WMI Entities, JPMC, FDIC Receiver and FDIC Corporate with a certificate to the effect that each of the representations and warranties set forth in Sections 4.9 and 4.10 of this Agreement are true and correct as of the Effective Date.

## **ARTICLE VI PLAN AND PLAN SUPPORT**

Section 6.1. Plan Support Commitment. From and after the date hereof, and provided that (a) this Agreement has not been terminated and (b) neither the Disclosure Statement nor the Plan has been amended or modified in a manner adverse to JPMC, the FDIC Parties, and the Creditors' Committee, JPMC, the FDIC Parties, and the Creditors' Committee shall (i) take any and all actions reasonably requested by the Debtors to support (A) approval of the Disclosure Statement in accordance with section 1125 of the Bankruptcy Code and (B) confirmation of the Plan in accordance with section 1129 of the Bankruptcy Code, (ii) not consent to or vote for any modification of the Plan unless such modification is (Y) not adverse to JPMC, the FDIC Parties, and the Creditors' Committee and (Z) not inconsistent with the terms provided herein, as determined by JPMC, the FDIC Receiver, FDIC Corporate, and the Creditors' Committee, in their sole and absolute discretion, and (iii) not vote for or support any chapter 11 plan not proposed or supported by the Debtors, JPMC, the Creditors' Committee and the FDIC Parties.

Section 6.2. Solicitation Required in Connection with Plan. Notwithstanding anything contained in this Article VI or elsewhere in this Agreement to the contrary, this Agreement is not, and shall not be deemed to be, a solicitation of acceptances of the Plan. The Debtors, JPMC, the FDIC Receiver, FDIC Corporate, and the Creditors' Committee acknowledge and agree that the acceptance of the Plan will not be solicited until the Bankruptcy Court has approved the Disclosure Statement and

related ballots, and such Disclosure Statement and ballots have been transmitted to parties entitled to receive same.

## **ARTICLE VII CLOSING AND TERMINATION**

Section 7.1. Closing. The consummation of the transactions contemplated hereby shall take place at a closing to be held at 10:00 am., New York time, on the Effective Date at the offices of Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153, or such other date or place as is mutually agreed upon in writing by the Parties hereto.

Section 7.2. Conditions to Effective Date. Except with regard to the covenants of the JPMC Entities set forth in Section 5.1 hereof, the covenants of the FDIC Parties set forth in Section 5.2 hereof, the covenants of the WMI Entities set forth in Section 5.3 hereof, and the covenants of the Creditors' Committee set forth in Section 5.4 hereof, the terms and provisions of this Agreement are expressly subject to the following conditions unless waived, in writing, by the Parties:

- (a) the execution and delivery of this Agreement by each of the entities identified on the signature pages of this Agreement;
- (b) the entry of the Confirmation Order by the Bankruptcy Court confirming the Plan in accordance with section 1129 of the Bankruptcy Code, and such Confirmation Order shall have become a Final Order;
- (c) the effective date of the Plan; and
- (d) the disposition of the Texas Litigation in a manner provided herein.

Section 7.3. Termination of Agreement. This Agreement may be terminated by any Party, at their sole option and discretion, in the event that (a) the Board of Directors of WMI (or the Operations Committee thereof, if applicable) shall have failed to approve this Agreement, (b) any other Party hereto materially breaches any of the covenants set forth in Article V hereof or any of its other undertakings in this Agreement, or (c) the Confirmation Order is not entered by the Bankruptcy Court and the effective date of the Plan does not occur on or prior to April 30, 2011; provided, however, that, upon the joint instruction and notice provided by WMI and JPMC, and the consent of the Creditors' Committee and the FDIC Entities, the date set forth in subsection (c) above shall be extended up to and including May 15, 2011.

Section 7.4. Effect of Termination. Except as otherwise provided herein, in the event of the termination of this Agreement, this Agreement shall become null and void and be deemed of no force and effect, with no liability on the part of any Party hereto (or of any of its directors, officers, employees, consultants, contractors,

agents, legal and financial advisors or other representatives), and no Party shall have any obligations to any other Party arising out of this Agreement, including, without limitation, the contribution of all or any portion of the Plan Contribution Assets, the allowance, disallowance, expungement or withdrawal of the WMI Claims, the JPMC Claims or the FDIC Claim as provided herein, except for the obligations and or provisions set forth in Sections 2.6(a), 2.7 and 2.14(b) hereof, which provisions are intended to survive the expiration or termination of this Agreement. Upon termination, neither this Agreement nor any terms or provisions set forth herein shall be admissible in any dispute, litigation, proceeding or controversy among the Parties and nothing contained herein shall constitute or be deemed to be an admission by any Party as to any matter, it being understood that the statements and resolutions reached herein were as a result of negotiations and compromises of the respective positions of the Parties. In addition, no Party shall seek to take discovery concerning this Agreement or admit this Agreement or any part of it into evidence against any other Party hereto.

## **ARTICLE VIII MISCELLANEOUS**

Section 8.1. Amendments. This Agreement may not be modified, amended or supplemented except by a written agreement executed by each Party to be affected, or whose constituency may be affected, by such modification, amendment or supplement.

Section 8.2. No Admission of Liability.

(a) The execution of this Agreement is not intended to be, nor shall it be construed as, an admission or evidence in any pending or subsequent suit, action, proceeding or dispute of any liability, wrongdoing, or obligation whatsoever (including as to the merits of any claim or defense) by any Party to any other Party or any other Person with respect to any of the matters addressed in this Agreement.

(b) None of this Agreement (including, without limitation, the Recitals and Exhibits hereto), the settlement or any act performed or document executed pursuant to or in furtherance of this Agreement or the settlement: (i) is or may be deemed to be or may be used as an admission or evidence of the validity of any claim, or any allegation made in the Actions or of any wrongdoing or liability of any Party; (ii) is or may be deemed to be or may be used as an admission or evidence of any liability, fault or omission of any Party in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal; (iii) is or may be deemed to be or used as an admission or evidence against the Reorganized Debtors or the Debtors with respect to the validity of any of the Debtors' Claims, the JPMC Claims or the FDIC Claim; or (iv) is or may be deemed to be used as an admission or evidence of the jurisdiction of any court to adjudicate claims or matters relating to the Receivership. None of this Agreement, the settlement, or any act performed or document executed pursuant to or in furtherance of this Agreement or the settlement shall be admissible in any proceeding for any purposes, except to enforce the terms of the Agreement, and except that any Party may file this

Agreement in any action for any purpose, including, but not limited to, in order to support a defense or counterclaim based on the principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense of counterclaim.

Section 8.3. Good Faith Negotiations. The Parties recognize and acknowledge that each of the Parties hereto is represented by counsel, and such Party received independent legal advice with respect to the advisability of entering into this Agreement. Each of the Parties acknowledges that the negotiations leading up to this Agreement were conducted regularly and at arm's length; this Agreement is made and executed by and of each Party's own free will; that each knows all of the relevant facts and his or its rights in connection therewith, and that he or it has not been improperly influenced or induced to make this settlement as a result of any act or action on the part of any party or employee, agent, attorney or representative of any party to this Agreement. The Parties further acknowledge that they entered into this Agreement because of their desire to avoid the further expense and inconvenience of litigation and other disputes, and to compromise permanently and settle the claims between the Parties settled by the execution of this Agreement. The Parties further acknowledge and agree that, in connection with the Chapter 11 Cases and the negotiation and consummation of this Agreement, the Settlement Note Holders, at all times, acted (a) in good faith and (b) solely for themselves and not on behalf of or in representation of any other creditors, bondholders or other parties in interest.

Section 8.4. Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any Person other than the Parties hereto, the Reorganized Debtors, the Releasees, and their respective successors and assigns, any right, remedy or claim under or by reason of this Agreement or any covenant, condition or stipulation thereof; and the covenants, stipulations and agreements contained in this Agreement are and shall be for the sole and exclusive benefit of the Parties hereto, the Releasees and their respective successors and assigns.

Section 8.5. Governing Law; Retention of Jurisdiction; Service of Process. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York and applicable federal law. By its execution and delivery of this Agreement, each of the WMI Entities, JPMC, for itself and on behalf of the JPMC Entities, the FDIC Receiver and FDIC Corporate hereby irrevocably and unconditionally agrees for itself that any legal action, suit or proceeding between any or all of the foregoing with respect to any matter under or arising out of or in connection with this Agreement or for recognition or enforcement of any judgment rendered in any such action, suit or proceeding, shall be brought in the Bankruptcy Court for that purpose only, and, by execution and delivery of this Agreement, each hereby irrevocably accepts and submits itself to the jurisdiction of such court, generally and unconditionally, with respect to any such action, suit or proceeding, subject to a Party's rights pursuant to applicable law; provided, however, that, notwithstanding the foregoing, any disputes between the JPMC Entities and the FDIC Parties arising from the Purchase and



Assumption Agreement shall be subject to the jurisdictional provisions set forth therein or under applicable law. In the event any such action, suit or proceeding is commenced, the Parties hereby agree and consent that service of process may be made, and personal jurisdiction over any Party hereto in any such action, suit or proceeding may be obtained, by service of a copy of the summons, complaint and other pleadings required to commence such action, suit or proceeding upon the Party at the address of such Party set forth in Section 8.10 hereof, unless another address has been designated by such Party in a notice given to the other Parties in accordance with Section 8.10 hereof.

Section 8.6. Headings. The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and are not part of this Agreement and do not in any way limit or modify the terms or provisions of this Agreement and shall not affect the interpretation hereof.

Section 8.7. Binding Agreement Successors and Assigns; Joint and Several Obligations. This Agreement shall be binding only upon the execution and delivery of this Agreement by the Parties listed on the signature pages hereto, subject to Bankruptcy Court approval as to the Debtors. This Agreement is intended to, and shall be deemed to, bind and inure to the benefit of the Parties and their respective successors, assigns, administrators, constituents and representatives. The agreements, representations, covenants and obligations of the Parties under this Agreement are several only and not joint in any respect and none shall be responsible for the performance or breach of this Agreement by another.

Section 8.8. Entire Agreement. This Agreement, the Confirmation Order and the Plan constitute the full and entire agreement among the Parties with regard to the subject hereof, and supersedes all prior negotiations, representations, promises or warranties (oral or otherwise) made by any Party with respect to the subject matter hereof. No Party has entered into this Agreement in reliance on any other Party's prior representation, promise or warranty (oral or otherwise) except for those that may be expressly set forth in this Agreement.

Section 8.9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original copy of this Agreement and all of which, when taken together, shall constitute one and the same Agreement. Copies of executed counterparts transmitted by telecopy or other electronic transmission service shall be considered original executed counterparts, provided receipt of copies of such counterparts is confirmed.

Section 8.10. Notices. All demands, notices, requests, consents, and other communications hereunder shall be in writing and shall be deemed to have been duly given (i), when personally delivered by courier service or messenger, (ii) upon actual receipt (as established by confirmation of receipt or otherwise) during normal business hours, otherwise on the first business day thereafter if transmitted electronically (by e-mail transmission), by facsimile or telecopier, with confirmation of receipt, or (iii) three (3) Business Days after being duly deposited in the mail, by certified or registered

mail, postage prepaid-return receipt requested, to the following addresses, or such other addresses as may be furnished hereafter by notice in writing, to the following Parties:

If to the WMI Entities, to:

Washington Mutual, Inc.  
925 Fourth Avenue, Suite 2500  
Seattle, Washington 98101  
Attention: Charles Edward Smith, General Counsel  
Telecopy: (206) 432-8879  
Email: [chad.smith@wamuinc.net](mailto:chad.smith@wamuinc.net)

with a copy given in like manner to:

Alvarez & Marsal LLP  
100 Pine Street, Suite 900  
San Francisco, California 94111  
Attention: William Kosturos  
Telecopy: (415) 837-1684  
Email: [bkosturos@alvarezandmarsal.com](mailto:bkosturos@alvarezandmarsal.com)

- and -

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, New York 10153  
Attention: Brian S. Rosen, Esq.  
Telecopy: (212) 310-8007  
Email: [brian.rosen@weil.com](mailto:brian.rosen@weil.com)

If to the Creditors' Committee, to:

Akin, Gump, Strauss, Hauer & Feld LLP  
One Bryant Park  
New York, New York 10036  
Attention: Fred Hodara, Esq.  
Telecopy: (212) 872-1002  
Email: [fhodara@akingump.com](mailto:fhodara@akingump.com)

If to the JPMC Entities, to:

JPMorgan Chase Bank, N.A.  
270 Park Avenue, 12th Floor  
New York, New York 10017  
Attention: Donald McCree  
Telecopy: (212) 622-4827  
Email: [donald.mccree@jpmorgan.com](mailto:donald.mccree@jpmorgan.com)

- and -

JPMorgan Chase Bank, N.A.  
270 Park Avenue, 38th Floor  
New York, NY 10017  
Attention: Travis Epes, Esq.  
Telecopy: (212) 270-0058  
Email: [epes\\_travis@jpmorgan.com](mailto:epes_travis@jpmorgan.com)

- and -

JPMorgan Chase Bank, N.A.  
One Chase Manhattan Plaza, 26th Floor  
New York, New York 10081  
Attention: Lawrence N. Chanen, Esq.  
Telecopy: (212) 552-4272  
Email: [lawrence.n.chanen@chase.com](mailto:lawrence.n.chanen@chase.com)

with a copy given in like manner to:

Sullivan & Cromwell LLP  
1888 Century Park East  
Los Angeles, California 90067  
Attention: Hydee Feldstein, Esq.  
Attention: Robert A. Sacks, Esq.  
Telecopy: (310) 712-8800  
Email: [feldsteinh@sullcrom.com](mailto:feldsteinh@sullcrom.com)  
Email: [sacksr@sullcrom.com](mailto:sacksr@sullcrom.com)

- and -

Sullivan & Cromwell LLP  
125 Broad Street  
New York, New York 10004  
Attention: Stacey Friedman, Esq.  
Telecopy: (212) 291-9059  
Email: [friedmans@sullcrom.com](mailto:friedmans@sullcrom.com)

If to the FDIC Receiver, to:

Federal Deposit Insurance Corporation  
3501 Fairfax Drive  
Arlington, Virginia 22226  
Attention: B. Amon James, Esq.  
Attention: Kathryn Norcross, Esq.  
Telecopy: (703) 562-2631  
Email: [bajames@fdic.gov](mailto:bajames@fdic.gov)  
Email: [knorcross@fdic.gov](mailto:knorcross@fdic.gov)

with a copy given in like manner to:

DLA Piper LLP  
1251 Avenue of the Americas  
New York, New York 10020  
Attention: Thomas R. Califano, Esq.  
Telecopy: (212) 884-8690  
Email: [thomas.califano@dlapiper.com](mailto:thomas.califano@dlapiper.com)

If to FDIC Corporate, to:

Federal Deposit Insurance Corporation  
3501 Fairfax Drive  
Arlington, Virginia 22226  
Attention: Daniel Kurtenbach, Esq.  
Telecopy: (703) 562-2465  
Email: [dkurtenbach@fdic.gov](mailto:dkurtenbach@fdic.gov)

Section 8.11. Further Assurances. Each of the Parties hereto agrees to execute and deliver, or to cause to be executed and delivered, all such instruments, and to take all such action as the other Parties may reasonably request in order to effectuate the intent and purposes of, and to carry out the terms of, this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date set forth above.

WASHINGTON MUTUAL, INC.,  
as Debtor in Possession

By: 

Name: Charles Edward Smith  
Title: Executive Vice President

WMI INVESTMENT CORP.,  
as Debtor in Possession

By: 

Name: Charles Edward Smith  
Title: Executive Vice President

JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_

Name: Lawrence N. Chanen  
Title: Senior Vice President and  
Associate General Counsel

FEDERAL DEPOSIT INSURANCE  
CORPORATION, as Receiver for  
Washington Mutual Bank

By: \_\_\_\_\_

Name: Robert Schoppe  
Title: Receiver in Charge

FEDERAL DEPOSIT INSURANCE  
CORPORATION, in Its Corporate  
Capacity

By: \_\_\_\_\_

Name: Michael H. Krimminger  
Title: General Counsel

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date set forth above.

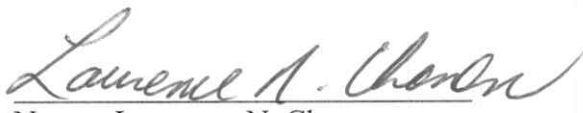
WASHINGTON MUTUAL, INC.,  
as Debtor in Possession

By: \_\_\_\_\_  
Name:  
Title:

WMI INVESTMENT CORP.,  
as Debtor in Possession

By: \_\_\_\_\_  
Name:  
Title:

JPMORGAN CHASE BANK, N.A.

By:   
Name: Lawrence N. Chanen  
Title: Senior Vice President and  
Associate General Counsel

FEDERAL DEPOSIT INSURANCE  
CORPORATION, as Receiver for  
Washington Mutual Bank

By: \_\_\_\_\_  
Name: Robert Schoppe  
Title: Receiver in Charge

FEDERAL DEPOSIT INSURANCE  
CORPORATION, in Its Corporate  
Capacity

By: \_\_\_\_\_  
Name: Michael H. Krimminger  
Title: General Counsel

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date set forth above.

WASHINGTON MUTUAL, INC.,  
as Debtor in Possession

By: \_\_\_\_\_  
Name:  
Title:

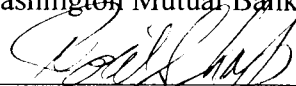
WMI INVESTMENT CORP.,  
as Debtor in Possession

By: \_\_\_\_\_  
Name:  
Title:

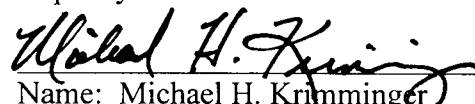
JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_  
Name: Lawrence N. Chanen  
Title: Senior Vice President and  
Associate General Counsel

FEDERAL DEPOSIT INSURANCE  
CORPORATION, as Receiver for  
Washington Mutual Bank

By:  \_\_\_\_\_  
Name: Robert Schoppe  
Title: Receiver in Charge

FEDERAL DEPOSIT INSURANCE  
CORPORATION, in Its Corporate  
Capacity

By:  \_\_\_\_\_  
Name: Michael H. Krimminger  
Title: General Counsel

THE OFFICIAL COMMITTEE  
OF UNSECURED CREDITORS

By: Akin Gump Strauss Hauer & Feld LLP

By Name: Fred S. Hodara, A Member of the Firm  
Title: Authorized Representative



**EXHIBIT “A”**

**LIST OF JPMC CLAIMS**

<b><u>Claimant</u></b>	<b><u>Claim No.</u></b>	<b><u>Debtor</u></b>	<b><u>Claim Amount</u></b>
JPMC	2343	WMI	Unliquidated
JPMC	2369	WMI	Unliquidated
JPMC	2370	WMI	Unliquidated
JPMC	2373	WMI	Unliquidated
JPMC	2376	WMI	Unliquidated
JPMC	2377	WMI	Unliquidated
JPMC	2382	WMI	Unliquidated
JPMC	2384	WMI	Unliquidated
JPMC	2395	WMI	Unliquidated
JPMC	2507	WMI	Unliquidated
JPMC	2551	WMI	Unliquidated
JPMC	2553	WMI	Unliquidated
JPMC	2559	WMI	Unliquidated
JPMorgan Securities Inc.	2583	WMI	Unliquidated
JPMC	2609	WMI	Unliquidated
JPMC	2611	WMI	Unliquidated
JPMC	2786	WMI	Unliquidated
JPMC	2787	WMI	Unliquidated
JPMC	2788	WMI	Unliquidated
JPMC	2790	WMI	Unliquidated
JPMC	2791	WMI	Unliquidated
JPMC	2958	WMI	Unliquidated

<b><u>Claimant</u></b>	<b><u>Claim No.</u></b>	<b><u>Debtor</u></b>	<b><u>Claim Amount</u></b>
JPMC	2994	WMI	Unliquidated
JPMC	2997	WMI	Unliquidated
JPMC	2999	WMI	Unliquidated
JPMC	3001	WMI	Unliquidated
JPMC	3008	WMI	Unliquidated
Second and Union LLC	3010	WMI	Unliquidated
WaMu Capital Corp.	3021	WMI	Unliquidated
JPMC	3023	WMI	Unliquidated
JPMC	3121	WMI	Unliquidated
JPMC	3168	WMI	Unliquidated
JPMC	3259	WMI	Unliquidated
JPMC	3260	WMI	Unliquidated
JPMC	3261	WMI	Unliquidated
JPMC	3262	WMI	Unliquidated
JPMC	3263	WMI	Unliquidated
JPMC	3264	WMI	Unliquidated
JPMC	3265	WMI	Unliquidated
JPMorgan Securities Inc.	3268	WMI	Unliquidated
JPMC	3361	WMI	Unliquidated
Second and Union LLC	3389	WMI	Unliquidated
JPMC Wind Investment LLC	2535	WMIIC	Unliquidated
JPMC Wind Investment Portfolio LLC	2541	WMIIC	Unliquidated

<u>Claimant</u>	<u>Claim No.</u>	<u>Debtor</u>	<u>Claim Amount</u>
JPMC	3267	WMIIC	Unliquidated

**EXHIBIT “B”**

**LIST OF BANK BONDHOLDER CLAIMS**

<u>Claimant</u>	<u>Claim No.</u>	<u>Debtor</u>	<u>Claim Amount</u>
Terry Bysom	10	WMI	\$38,989.00
Louise M. O'Brian	82	WMI	45,000.00
Frank Landoch	88	WMI	10,000.00
Robert M. Menar	110	WMI	112,150.00
Marie Goodwin Coleman	135	WMI	13,000.00
Wray C. Hiser	185	WMI	25,000.00
Eva Kao	198	WMI	5,000.00
Vincent F. Andreano	200	WMI	50,000.00
Jessica Cheung	232	WMI	59,981.00
Robert H. Halpert	240	WMI	80,000.00
Joanne Ruggiano	255	WMI	25,000.00
Philip Schneider	257	WMI	25,000.00
Joanne Renzi	258	WMI	50,000.00
Robert M. Menar	316	WMI	112,150.00
Twin Lakes Veterinary Hospital	409	WMI	19,520.00
Julie Ann Smolansky	410	WMI	10,713.00
Peter J and Candace R. Zak Living Trust of 2001 u/d/o August 31 2001	552	WMI	50,000.00
Vadim Tsozik	559	WMI	8,000.00
Hajek Charitable Remainder Unitrust	662	WMI	20,550.00
B. Clyde Cohen	675	WMI	11,000.00
Raaj K. Sah Revocable Living Trust DOT 02 09 2003	742	WMI	40,000.00
Dominic R. Janusky and Patricia A. Janusky	745	WMI	81,463.00
Dieter Stein	816	WMI	64,587.00
Max L. Goren	866	WMI	55,000.00

<b><u>Claimant</u></b>	<b><u>Claim No.</u></b>	<b><u>Debtor</u></b>	<b><u>Claim Amount</u></b>
Dan McDonald TTEE McDonald Family Trust	868	WMI	25,000.00
Dan McDonald TTEE McDonald Family Trust	875	WMI	50,000.00
Neil Walter White & Barbara White	880	WMI	31,233.00
Malcolm LaBar	917	WMI	73,668.00
Dwight Hollister & Carol Lee Hollister	936	WMI	30,032.00
Steven M. Rowan	951	WMI	25,000.00
James E. & Sabine G. Lamar	984	WMI	50,000.00
Norman Crasko & Eileen Crasko	1009	WMI	10,000.00
Union Bank	1025	WMI	5,000,000.00
John H. Sloan	1054	WMI	25,000.00
Marcilla D. Echols	1095	WMI	31,304.00
Greg D. Hoffman	1104	WMI	15,000.00
Bashir G. Khoury Trustee Bashir and Mary Khoury LV Trust	1188	WMI	25,000.00
James E. Jones	1249	WMI	30,000.00
Felix P. La Gioia	1307	WMI	39,974.00
Robert F. Weeks and Nancy D. Weeks	1352	WMI	50,000.00
Charles Dale Coln	1383	WMI	50,000.00
Colleen Engle	1384	WMI	9,855.00
Gerald Engle	1385	WMI	14,783.00
Richard A. Hodgson	1511	WMI	90,000.00
Gloria J. Crivello	1556	WMI	2,000.00
Dr. Robert M. Nakamura	1632	WMI	51,406.00
Amy C. Baker	1633	WMI	40,000.00
Sherry Epstein Trust	1663	WMI	41,600.00

<u><b>Claimant</b></u>	<u><b>Claim No.</b></u>	<u><b>Debtor</b></u>	<u><b>Claim Amount</b></u>
Deborah Lynn Fong IRA Account	1671	WMI	50,000.0
Anna M. Welhausen	1686	WMI	48,440.00
Walter & Grace Stenberg	1707	WMI	9,733.00
Thomas L. Kay	1733	WMI	25,055.00
A. C. Jenkins	1745	WMI	50,000.0
Peter J. & Candace R. Zac Living Trust of 2001 u/d/o August 31 2001	1862	WMI	19,363.00
Jack H. Wires and Nancy Anderson Wires	1905	WMI	50,000.00
Linda Bennett	1943	WMI	19,976.00
Farmers New World Life Insurance Company	2018	WMIIC	4,039,861.00
Farmers New World Life Insurance Company	2019	WMIIC	5,049,826.00
Farmers New World Life Insurance Company	2020	WMIIC	7,069,757.00
Truck Insurance Exchange	2023	WMIIC	5,031,389.00
Truck Insurance Exchange	2024	WMIIC	5,020,056.00
Virginia Stockton	2173	WMI	50,000.00
Manfred A. Hansen	2198	WMI	28,781.00
John Hancock Life Insurance Company USA	2210	WMI	5,049,826.00
Truck Insurance Exchange	2298	WMIIC	10,040,113.00
Zurich Specialties London Limited	2303	WMIIC	1,019,097.00
Universal Underwriters Life Insurance Company	2305	WMIIC	504,983.00
Fire Insurance Exchange	2307	WMIIC	5,020,056.00
Zurich American Insurance Company and certain of its subsidiaries	2309	WMIIC	21,209,271.00
Fire Insurance Exchange	2312	WMIIC	5,031,389.00
Kemper Investors Life Insurance Company	2314	WMIIC	1,893,685.00
New Generations Federal Credit Union	2319	WMI	772,377.00



<b><u>Claimant</u></b>	<b><u>Claim No.</u></b>	<b><u>Debtor</u></b>	<b><u>Claim Amount</u></b>
Judith A. Honey	2342	WMI	25,159.00
Farmers New World Life Insurance Company	2372	WMI	5,049,826.00
Universal Underwriters Life Insurance Company	2387	WMI	504,983.00
National Bank of Canada NBCN Inc.	2397	WMI	27,364,785.00
Truck Insurance Exchange	2398	WMI	5,020,056.00
Zurich Specialties London Limited	2413	WMI	1,019,097.00
Truck Insurance Exchange	2421	WMI	10,040,113.00
Farmers New World Life Insurance Company	2429	WMI	4,039,861.00
Independence Life and Annuity Company	2440	WMI	505,267.00
Sun Life Assurance Company of Canada US	2444	WMI	57,425,757.00
Fire Insurance Exchange	2446	WMI	5,031,389.00
Sun Life Financial US Reinsurance Co.	2448	WMI	14,877,283.00
Sun Life Financial Reinsurance Barbados Ltdv.	2451	WMI	17,036,090.00
Truck Insurance Exchange	2454	WMI	5,031,389.00
Sun Life Insurance and Annuity Company of New York	2457	WMI	19,673,135.00
WMB Noteholder Group c/o Evan D. Flaschen, Esq. Bracewell & Giuliani, LLP.	2480	WMI	1,900,000,000.00
Zurich American Insurance Company and certain of its subsidiaries	2546	WMI	21,209,271.00
Fire Insurance Exchange	2549	WMI	5,020,056.00
Kemper Investors Life Insurance Company	2554	WMI	1,893,685.00
Linda J. Morrison	2610	WMI	50,000.00
J. Amsbuaugh or E. Davis Trustee Elizabeth Smith Davis Revocable Trust	2621	WMI	40,000.00
Jeffrey David Peace	2630	WMI	50,000.00

<b><u>Claimant</u></b>	<b><u>Claim No.</u></b>	<b><u>Debtor</u></b>	<b><u>Claim Amount</u></b>
Farmers New World Life Insurance Company	2653	WMI	7,069,757.00
HDI Assicurazioni SPA	2676	WMI	6,652,353.00
Lang Richert and Patch TTEE Plan	2722	WMI	32,024.00
Thomas E. Murphy	2744	WMI	30,000.00
Linda S. Bell	2745	WMI	20,000.00
Timothy I. Massimino	2764	WMI	25,000.00
Sun Life Assurance Company of Canada	2805	WMI	17,647,322.00
Trustees of the Comfort Employee 401k Profit Sharing Plan FBO Dana Comfort	2860	WMI	26,289.00
Continental General Insurance Company	2865	WMI	650,000.00
Linzerin Ltd	2888	WMI	100,000.00
Great American Life Insurance Company	2913	WMI	24,000,000.00
Annuity Investors Life Insurance Co	2918	WMI	1,000,000.00
Lois & Fred Dominey Family Trust	3211	WMI	33,000.00
Universal Investment Gesellschaft mbH acting on account of Money Fonds 6 Deposit No 1459260000 deposited with DZ Bank	3246	WMI	1,174,072.00
Universal Investment Gesellschaft mbH acting on account of Money Fonds 1 Deposit No 1459210000 deposited with DZ Bank	3249	WMI	1,174,07.00
Universal Investment Gesellschaft mbH acting on account of Money Fonds 2 Deposit No 1459220000 deposited with DZ Bank	3251	WMI	1,174,072.00
Universal Investment Gesellschaft mbH acting on account of Money Fonds 8 Deposit No 1459280000 deposited with DZ Bank	3252	WMI	1,174,072.00
Universal Investment Gesellschaft mbH acting on account of Money Fonds 7 Deposit No 1459270000 deposited with DZ Bank	3254	WMI	1,174,072.00
Universal Investment Gesellschaft mbH acting on account of Money Fonds 3 Deposit No 1459230000 deposited with DZ Bank	3256	WMI	1,174,072.00

<b><u>Claimant</u></b>	<b><u>Claim No.</u></b>	<b><u>Debtor</u></b>	<b><u>Claim Amount</u></b>
Universal Investment Gesellschaft mbH acting on account of Money Fonds 5 Deposit No 1459250000 deposited with DZ Bank	3257	WMI	1,174,072.00
Universal Investment Gesellschaft mbH acting on account of Money Fonds 4 Deposit No 1459240000 deposited with DZ Bank	3258	WMI	1,174,072.00
City of San Buenaventura Ventura	3333	WMI	5,280,486.00
Dorothy Jane Houghton	3582	WMI	25,000.00
Michael T. Doherty	3583	WMI	100,000.00
Tammy Diane Halstead	3605	WMI	50,000.00
United Teacher Associates Insurance Company	3626	WMI	1,200,000.00
Marathon Credit Opportunity Master Fund Ltd & other Washington Mutual Bondholders c/o Philip D. Anker Wilmer, Cutler, Pickering, Hale & Dorr	3710	WMIIC	1,800,000,000.00
Marathon Credit Opportunity Master Fund Ltd & other Washington Mutual Bondholders c/o Philip D. Anker Wilmer, Cutler, Pickering, Hale & Dorr	3711	WMI	1,800,000,000.00
Janet L. Schmitt	3776	WMI	25,000.00
Janet L. Schmitt	3777	WMI	25,000.00

**EXHIBIT “C”**  
**INTENTIONALLY OMITTED**

**EXHIBIT “D”**

**BONDS**

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Court Bond	5996832	10,000.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFF	DONALD DEE WELDON HAMES, NORENE ALICE HAMES MYRA G. LEE, WAYNE HARTMAN, STAN	1/5/01	1/5/02
1	Court Bond	5996833	1,500.00	WASHINGTON MUTUAL, INC.	L. ZIEVE, FELICE GALLENBERG	1/5/01	1/5/02
1	Court Bond	5996835	1,500.00	WASHINGTON MUTUAL BANK, FA- PLAINTIFF	ALEIDA ACOSTA, ET AL - DEFENDANTS	1/11/00	1/11/01
1	Court Bond	5996836	1,500.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFF	ALEIDA ACOSTA, ET AL- DEFENDANTS	1/11/00	1/11/01
1	Court Bond	5996837	1,500.00	WASHINGTON MUTUAL BANK, FA	ALBERT NELSON, ET AL	1/11/00	1/11/01
1	Court Bond	5996838	1,500.00	WASHINGTON MUTUAL BANK, FA	ALBERT NELSON, ET AL	1/11/01	1/11/02
1	Court Bond	5996840	1,500.00	WASHINGTON MUTUAL BANK, FA	FERESHTEH PAKRAVAN, ET AL	1/20/00	1/20/01
1	Court Bond	5996841	1,500.00	WASHINGTON MUTUAL BANK, FA	FERESHTEH PAKRAVAN, ET AL	1/20/01	1/20/02
1	Court Bond	5998219	1,500.00	WASHINGTON MUTUAL, INC.	ANGELO R. MARINEZ AND PRAPAI BEN JAUTHRIT, ET AL	1/20/00	1/20/01
1	Court Bond	5998220	1,500.00	WASHINGTON MUTUAL, INC.	ANGELO R. MARINEZ AND PRAPAI BENJAUTHRIT, ET AL	1/20/01	1/20/02
1	Court Bond	5998221	1,500.00	WASHINGTON MUTUAL BANK, FA	ALBERT NELSON, ET AL	1/25/00	1/25/01
1	Court Bond	5998224	1,500.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFF	ALEIDA ACOSTA, ET AL - DEFENDANTS	1/28/01	1/28/02
1	Court Bond	5998225	1,500.00	WASHINGTON MUTUAL, INC.	ROBERT LAUER, HENRY RECHNITZ AND REGINA RECHNITZ, ET AL	2/1/00	2/1/01
1	Court Bond	5998226	1,500.00	WASHINGTON MUTUAL, INC.	ROBERT LAUER, HENRY RECHNITZ AND REGINA RECHNITZ	2/1/01	2/1/02
1	Court Bond	5998227	1,500.00	WASHINGTON MUTUAL, INC.	ANGELO R. MARINEZ, ET AL.	2/3/00	2/3/01
1	Court Bond	5998228	7,500.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFF	J.D. PROPERTIES COMPANY, VINCENT MARINI II, PETRICE M.MARINI	2/11/00	2/11/01
1	Court Bond	5998229	1,500.00	WASHINGTON MUTUAL BANK, FA	JOSE R. ROBERT LAUER, ET AL	2/16/00	2/16/01
1	Court Bond	5998234	1,500.00	WASHINGTON MUTUAL BANK, FA, PLAINTIFF	ANTONIO &BRENDA M. ROMERO, RONALD & JUDITH PERLSTEIN, ET AL	3/15/00	3/15/01
1	Court Bond	5998235	1,500.00	WASHINGTON MUTUAL BANK, FA	ANTONIO & BRENDA M. ROMERO, RONALD & JUDITH PERLSTEIN, ET AL	3/15/00	3/15/01
1	Court Bond	5998236	1,500.00	WASHINGTON MUTUAL BANK, FA	State of California	3/15/01	3/15/02
1	Court Bond	5998237	1,500.00	WASHINGTON MUTUAL BANK, FA	State of California	3/15/00	3/15/01
1	Court Bond	5998239	1,500.00	WASHINGTON MUTUAL, INC. - PLAINTIFF	JAMES E. ROSS,SR, ANN M. ROSS, LAVONNYA CHILD-FORD & DOES	3/21/00	3/21/01
1	Court Bond	5998242	1,500.00	WASHINGTON MUTUAL BANK, FA	ERNESTO APELACIO AND WANDA APELACIO	4/20/00	4/20/01
1	Court Bond	5998243	1,500.00	WASHINGTON MUTUAL BANK, FA	ERNESTO APELACIO AND WANDA APELACIO, ET AL.	4/20/00	4/20/01
1	Court Bond	5998244	1,500.00	WASHINGTON MUTUAL BANK, FA	RICHARD L. MARTIN	4/20/00	4/20/01
1	Court Bond	5998245	1,500.00	WASHINGTON MUTUAL BANK, FA	RICHARD L. MARTIN	4/20/00	4/20/01
1	Court Bond	5998246	1,500.00	WASHINGTON MUTUAL BANK, FA	CLEO DORSEY	4/20/00	4/20/01
1	Court Bond	5998247	1,500.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFF	CLEO DORSEY, KIP CYPRUS AND RMP ENTERPRISES, INC. ET AL	4/20/02	4/20/03
1	Court Bond	5998253	1,500.00	WASHINGTON MUTUAL BANK, FA	JIRO YAMAMOTO	5/4/00	5/4/01
1	Court Bond	5998254	1,500.00	WASHINGTON MUTUAL, INC.	JIRO YAMAMOTO & YAEKO YAMAMOTO, ET AL.	5/4/00	5/4/01
1	Court Bond	5998256	1,500.00	WASHINGTON MUTUAL, INC.	JIRO YAMAMOTO & YAEKO YAMAMOTO ET AL	5/25/00	5/25/01
1	Court Bond	5998259	2,500.00	WASHINGTON MUTUAL BANK, FA	CLOYCE HUFF, INDIV; ROGER & NANCY ROMMEL, INDIV., DOES 1-100	7/7/00	7/7/01
1	Court Bond	5998260	2,500.00	WASHINGTON MUTUAL BANK, FA -PLAINTIFF	W. CLOYCE HUFF,INDIV & AS TRUSTEE OF W. CLOYCE HUFF MARITAL	7/7/00	7/7/01
1	Court Bond	6026014	30,000.00	WASHINGTON MUTUAL BANK - PLAINTIFF	BURRIELL C. KUSTNER AND JANE DOE KUSTNER H/W - DEFENDANTS	11/12/99	11/12/00
1	Court Bond	6072176	5,000.00	WASHINGTON MUTUAL BANK	PACIFIC COUNTY SHERIFF	7/24/00	7/24/01
1	Court Bond	6072177	5,000.00	WASHINGTON MUTUAL BANK	PIERCE COUNTY SHERIFF	7/26/00	7/26/01
1	Court Bond	6076305	1,500.00	WASHINGTON MUTUAL BANK, FA	CARLTON A. MEAD	7/14/00	7/14/01
1	Court Bond	6076311	1,500.00	WASHINGTON MUTUAL BANK, FA	RUTHERFORD DAWSON	8/9/00	8/9/01
1	Court Bond	6076312	1,500.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFF	RUTHERFORD DAWSON, ET AL - DEFENDANT	8/9/00	8/9/01
1	Court Bond	6076313	1,500.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFF	JOYCE KIRBY, ET AL - DEFENDENT	8/10/00	8/10/01
1	Court Bond	6076314	1,500.00	WASHINGTON MUTUAL, FA, - PLAINTIFF	JOYCE KIRBY, ETAL - DEFENDANT	8/10/00	8/10/01
1	Court Bond	6076315	15,000.00	WASHINGTON MUTUAL, INC. - PLAINTIFF	RUTHERFORD DAWSON, ET AL - DEFENDENT(S)	8/10/00	8/10/01
1	Court Bond	6076316	1,500.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFF	RICHARD L. MARTIN, ET AL - DEFENDANT	8/15/00	8/15/01
1	Court Bond	6076317	5,000.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFF	J.D. PROPERTIES COMPANY AND DOES 1 THROUGH 100, INCLUSIVE	8/16/00	8/19/01
1	Court Bond	6076321	5,000.00	WASHINGTON MUTUAL BANK, FA PLAINTIFF	J.D. PROPERTIES COMPANY AND DOES 1 THROUGH 100,INCLUSIVE	8/16/00	8/16/01
1	Court Bond	6076327	1,500.00	WASHINGTON MUTUAL BANK, FA	JOYCE KIRBY, ET AL	9/18/00	9/18/01
1	Court Bond	6076336	2,500.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION	JOSEPH&PRISCILLA ISHIZAKI,YARDPETCH&UPON MCMANNIS,DOES 1-100	11/2/00	11/2/01

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Court Bond	6076338	1,500.00	WASHINGTON MUTUAL BANK, FA	GWENDOLYN E CRISP	11/13/00	11/13/01
1	Court Bond	6076339	1,500.00	WASHINGTON MUTUAL BANK, FA	GWENDOLYN E CRISP	11/13/00	11/13/01
1	Court Bond	6076340	1,500.00	WASHINGTON MUTUAL BANK, FA	GWENDOLYN E CRISP	11/13/00	11/13/01
1	Court Bond	6076341	1,500.00	WASHINGTON MUTUAL BANK, FA	GWENDOLYN E CRISP	11/13/00	11/13/01
1	Court Bond	6080899	5,000.00	WASHINGTON MUTUAL BANK	SNOHOMISH COUNTY SHERIFF	8/1/00	8/1/01
1	Court Bond	6080906	5,000.00	WASHINGTON MUTUAL BANK	CLARK COUNTY SHERIFF	8/9/00	8/9/01
1	Court Bond	6083049	1,500.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFF	AMIGOS ASSOCIATES, L.P. - DEFENDANT	12/29/01	12/29/02
1	Court Bond	6091604	1,500.00	WASHINGTON MUTUAL BANK, FA	GWENDOLYN E. CRISP, INDV. & AS SUCCESSOR TO CHARLES E. CRISP	11/29/00	11/29/01
1	Court Bond	6091605	1,500.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFF	GWENDOLYNE E. CRISP, INDIVIDUALLY & AS SUCCESSOR TO CHARLES	11/30/00	11/30/01
1	Court Bond	6091608	1,500.00	WASHINGTON MUTUAL BANK, FA	TAHEREH KATOOZIAN, FREDERICO SAYRE, DOES 1-100	12/15/00	12/15/01
1	Court Bond	6091609	1,500.00	WASHINGTON MUTUAL BANK, FA	TAHEREK KATOOZIAN, FREDERICO SAYRE, DOES 1-100	12/15/00	12/15/01
1	Court Bond	6091610	1,500.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFF	JOSEPH P. & JOSEPH L. SAPIENZA, MELVIN & PARTRICIA MARKMAN,	12/15/00	12/15/02
1	Court Bond	6091611	1,500.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFF	AMIGOS ASSOCIATES, L.P., AIDA ALVAREZ AS ADMINISTRATOR OF	12/15/00	12/15/01
1	Court Bond	6091612	20,000.00	WASHINGTON MUTUAL BANK, FA	KERN COUNTY MENTAL HEALTH ASSOCIATION	12/21/00	12/21/01
1	Court Bond	6091613	20,000.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFF	KERN COUNTY MENTAL HEALTH ASSOC., A CA NON PROFIT PUBLIC	12/21/00	12/21/01
1	Court Bond	6092168	5,000.00	WASHINGTON MUTUAL, INC.	SHERIFF OF SNOHOMISH COUNTY	1/31/01	1/31/02
1	Court Bond	6100525	1,500.00	WASHINGTON MUTUAL BANK, FA	TAHEREH KATOOZIAN, FREDERICO C SAYRE, DOES 1-100	1/5/01	1/5/02
1	Court Bond	6100526	1,500.00	WASHINGTON MUTUAL BANK, FA	SO HWA HO ALSO KNOWN AS SO-HWA CHANG	1/5/01	1/5/02
1	Court Bond	6100528	1,500.00	WASHINGTON MUTUAL BANK, FA	SO HWA HO, ALSO KNOWN AS SO-HWA CHANG OR IRENE SO HWA	1/8/01	1/8/02
1	Court Bond	6100531	1,500.00	WASHINGTON MUTUAL BANK, FA	DEXTER A. HENDERSON, ET AL	1/19/01	1/19/02
1	Court Bond	6100538	1,500.00	WASHINGTON MUTUAL BANK, FA	SO HWA HO ALSO KNOWN AS SO-HWA CHANG OR IRENE SO HWA CHANG	1/22/01	1/22/02
1	Court Bond	6100540	1,500.00	WASHINGTON MUTUAL BANK, FA	DEBRA LYNN SCHOLL	1/31/01	1/31/02
1	Court Bond	6100541	1,500.00	WASHINGTON MUTUAL BANK, FA PLAINTIFF	DEBRA LYNN SCHOLL, EXECUTOR OF ESTATE OF HELEN J. SCHOLL	1/31/01	1/31/02
1	Court Bond	6100547	1,500.00	WASHINGTON MUTUAL BANK, FA PLAINTIFF	HUGH PENDELTON, ET AL	2/6/01	2/6/02
1	Court Bond	6100548	1,500.00	WASHINGTON MUTUAL BANK, FA PLAINTIFF	DEFENDANTS	2/6/01	2/6/02
1	Court Bond	6100576	1,500.00	WASHINGTON MUTUAL BANK, FA	HUGH PENDELTON, ET AL DEFENDANTS	2/6/01	2/6/02
1	Court Bond	6113761	1,500.00	WASHINGTON MUTUAL BANK, FA PLAINTIFF(S)	HUGH PENDELTON AND DOES 1-100, INCLUSIVE	2/23/01	2/23/02
1	Court Bond	6113762	1,500.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFF	JESUS MANUEL CARRENO, REINA HILDA L. CARRENO AND DOES 1-100	4/5/01	4/5/02
1	Court Bond	6113763	100,000.00	WASHINGTON MUTUAL BANK, FA DBA WESTERN BANK - PLAINTIFF	JESUS MANUEL CARRENO, REINA HILDA L. CARRENO AND DOES 1	4/5/01	4/5/02
1	Court Bond	6113771	1,500.00	WASHINGTON MUTUAL BANK, FA	WEST LAKE INDUSTRIES, L.L.C. & DEBRA A PADDOCK - DEFENDANTS	4/6/01	4/6/02
1	Court Bond	6113772	1,500.00	WASHINGTON MUTUAL BANK, FA	MARTHA LOVELACE, ET AL	4/18/01	4/18/02
1	Court Bond	6113795	30,000.00	WM FINANCIAL SERVICES, INC. - PLAINTIFF	MARTHA LOVELACE, ET AL	4/18/01	4/18/02
1	Court Bond	6114429	1,500.00	WASHINGTON MUTUAL BANK, FA (PLAINTIFF)	JOHN D. ALLEN & MARITAL COMMUNITY COMPRISED OF JOHN D.& JANE	5/10/01	5/10/02
1	Court Bond	6114431	1,500.00	WASHINGTON MUTUAL BANK, FA (PLAINTIFF)	GREATER POMONA HOUSING DEV. CORP., CITY OF POMONA, COMMUNITY	5/30/01	5/30/02
1	Court Bond	6114433	1,500.00	WASHINGTON MUTUAL BANK, FA (PLAINTIFF)	GREATER POMONA HOUSING DEV. CORP., CITY OF POMONA, COMMUNITY	5/30/01	5/30/02
1	Court Bond	6114434	1,500.00	WASHINGTON MUTUAL BANK, FA (PLAINTIFF)	GREATER POMONA HOUSING DEV. CORP., CITY OF POMONA, COMMUNITY	5/30/01	5/30/02
1	Court Bond	6114435	1,500.00	WASHINGTON MUTUAL BANK, FA (PLAINTIFF)	GREATER POMONA HOUSING DEV. CORP., CITY OF POMONA, COMMUNITY	5/30/01	5/30/02
1	Court Bond	6114436	1,500.00	WASHINGTON MUTUAL BANK, FA (PLAINTIFF)	GREATER POMONA HOUSING DEV. CORP., CITY OF POMONA, COMMUNITY	5/30/01	5/30/02
1	Court Bond	6114437	1,500.00	WASHINGTON MUTUAL BANK, FA (PLAINTIFF)	GREATER POMONA HOUSING DEV. CORP., CITY OF POMONA, COMMUNITY	5/30/01	5/30/02
1	Court Bond	6114438	1,500.00	WASHINGTON MUTUAL BANK, FA (PLAINTIFF)	GREATER POMONA HOUSING DEV. CORP., CITY OF POMONA, COMMUNITY	5/30/01	5/30/02
1	Court Bond	6114453	2,500.00	WASHINGTON MUTUAL BANK, FA	ELODIA O. AGUILERA AND DOES 1-100, INCLUSIVE	6/7/01	6/7/02
1	Court Bond	6114454	2,500.00	WASHINGTON MUTUAL BANK, FA (PLAINTIFF)	ELODIA O AGUILERA, A TRUSTEE OF THE ANTONIO R AUILERA &	6/7/01	6/7/02
1	Court Bond	6114466	1,500.00	WASHINGTON MUTUAL BANK, FA- PLAINTIFFS	GREATER POMONA HOUSING DEVELOPMENT CORP; CITY OF POMONA;	6/21/02	6/21/03

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Court Bond	6114467	1,500.00	WASHINGTON MUTUAL BANK, FA. - PLAINTIFFS	GREATER POMONA HOUSING DEVELOPMENT CORP, CITY OF POMONA,	6/21/02	6/21/03
1	Court Bond	6114468	1,500.00	WASHINGTON MUTUAL BANK, FA -PLAINTIFFS	GREATER POMONA HOUSING DEVELOPMENT CORP; CITY OF POMONA	6/21/02	6/21/03
1	Court Bond	6114469	1,500.00	WASHINGTON MUTUAL BANK, FA, -PLAINTIFFS	GREATER POMONA HOUSING DEVELOPMENT CORP, CITY OF POMONA,	6/21/02	6/21/03
1	Court Bond	6126646	1,000.00	WASHINGTON MUTUAL BANK, A WA CORP. - PLAINTIFF	WILLIAM J. PAWLOSKI - DEFENDANT R.S.S. AERO IND., ETC., ET AL	7/25/01	7/25/02
1	Court Bond	6132170	7,500.00	WASHINGTON MUTUAL BANK, F.A.(PLAINTIFF)	(DEFENDANT)	9/7/01	9/7/02
1	Court Bond	6132197	25,000.00	WASHINGTON MUTUAL BANK, FA(PLAINTIFF)	FOUNDATION FUNDING GROUP,INC. DBA GREATSTONE MORTGAGE, COREY	9/19/01	9/19/02
1	Court Bond	6132208	7,500.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFF	EEXCELL HOMES, INC. A CA CORP.; JACOBSSON ENGINEERING CON-	9/25/01	9/25/02
1	Court Bond	6132266	1,500.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFF	DEBRA LYNN SCHOLL, EXECUTOR OF THE ESTATE OF HELEN J. SCHOLL	10/11/01	10/11/02
1	Court Bond	6141835	1,500.00	WASHINGTON MUTUAL BANK, FA	DEBRA LYNN SCHOLL, ET AL	10/26/01	10/26/02
1	Court Bond	6141839	7,500.00	WASHINGTON MUTUAL BANK, FA PLAINTIFF	WILLIAM W. WONG, THERESA WONG, HENRY W. YU, AMY YU AND DOES	10/31/01	10/31/02
1	Court Bond	6141844	1,500.00	WASHINGTON MUTUAL BANK, FA (PLAINTIFF)	JULIETA ORTIZ ICEDO & DOES 1-100 INCLUSIVE (DEFENDANT)	11/2/01	11/2/02
1	Court Bond	6141845	1,500.00	WASHINGTON MUTUAL BANK, FA (PLAINTIFF)	JULIETA ORTIZ ICEDO & DOES 1-100, INCLUSIVE (DEFENDANT)	11/2/01	11/2/02
1	Court Bond	6141846	1,500.00	WASHINGTON MUTUAL BANK, FA (PLAINTIFF)	FRANCISCO, JOSE, MARIA, JULIO, MARLENE CASAS & DOES 1-100	11/2/01	11/2/02
1	Court Bond	6141847	1,500.00	WASHINGTON MUTUAL BANK, INC.- PLAINTIFF	FRANCISCO CASAS, JOSE CASAS, MARIA E. CASAS, JULIO CASAS,	11/2/01	11/2/02
1	Court Bond	6142090	1,500.00	WASHINGTON MUTUAL BANK, FA	VICTOR JONES, BRUCE HALL, B2JI, LLC & DOES 1-100 INCLUSIVE	12/14/01	12/14/02
1	Court Bond	6142091	1,500.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFFS	VICTOR JONES, BRUCE HALL, B2JI, LLC AND DOES 1 THROUGH 100,	12/14/01	12/14/02
1	Court Bond	6142092	1,500.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFFS	WILLIE J. ATTERBERRY SR., ET AL - DEFENDANTS	12/14/01	12/14/02
1	Court Bond	6142093	1,500.00	WASHINGTON MUTUAL, FA	WILLIE J. ATTERBERRY, SR., ET AL	12/14/01	12/14/02
1	Court Bond	6142111	50,000.00	WASHINGTON MUTUAL BANK, FDBA WESTERN BANK,	ALLING ENTERPRISES, INC., A WASHINGTON CORPORATION; ARDIS M.	1/8/02	1/8/03
1	Court Bond	6142175	1,500.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFFS	VICTOR JONES, ET AL - DEFENDANTS	1/8/02	1/8/03
1	Court Bond	6142179	1,500.00	WASHINGTON MUTUAL BANK, FA (PLAINTIFF)	SAMUEL R. SALAZAR, ET AL (DEFENDANT)	1/24/02	1/24/03
1	Court Bond	6142180	1,500.00	WASHINGTON MUTUAL BANK, FA (PLAINTIFF)	SAMUEL R. SALAZAR, ET AL (DEFENDANT)	1/24/02	1/24/03
1	Court Bond	6142244	1,500.00	WASHINGTON MUTUAL BANK, FA	SAMUEL R. SALAZAR, ET AL LENHARD P. PRESZLER, CO-TRUSTEE OF	2/12/03	2/12/04
1	Court Bond	6142266	2,200.00	WASHINGTON MUTUAL BANK, FA	THE PRESZLER FAMILY TRUST HUNTINGTON BEACH CENTERS, A CA	2/22/02	2/22/03
1	Court Bond	6142288	2,500.00	WASHINGTON MUTUAL BANK, FA	GENERAL PARTNERSHIP, WILLIAM HUNTINGTON BEACH CENTERS,	3/7/03	3/7/04
1	Court Bond	6142289	2,500.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFFS	WILLIAM N. LOBEL, INDIV. HUNTINGTON	3/7/02	3/7/03
1	Court Bond	6159629	1,500.00	WASHINGTON MUTUAL BANK, FA (PLAINTIFF)	ASA ARAVA, THEDA DE JESUS ALEXANDER, JOHN GRIGO, COURT	4/5/02	4/5/03
1	Court Bond	6159630	1,500.00	WASHINGTON MUTUAL BANK, FA (PLAINTIFF)	ASA ARAVA, THEDA DE JESUS ALEXANDER, JOHN GRIGO, CORT	4/5/02	4/5/03
1	Court Bond	6159643	2,500.00	WASHINGTON MUTUAL BANK, FA	KLOKE, LENHARD P. PRESZLER, CO-TRUSTEE	4/10/02	4/10/03
1	Court Bond	6159644	2,500.00	WASHINGTON MUTUAL BANK, FA	OF THE PRESZLER FAMILY TRUST LENHARD P. PRESZLER, CO-TRUSTEE	4/10/02	4/10/03
1	Court Bond	6163406	7,500.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFF	OF THE PRESZLER FAMILY TRUST HYUNG RAE KIM, ET AL -	5/1/02	5/1/03
1	Court Bond	6163407	1,500.00	WASHINGTON MUTUAL BANK, FA -PLAINTIFF	DEFENDANTS	5/1/02	5/1/03
1	Court Bond	6166802	1,500.00	WASHINGTON MUTUAL, FA	ASA ARAVA, ET AL -DEFENDANTS	6/7/02	6/7/03
1	Court Bond	6166819	1,500.00	WASHINGTON MUTUAL BANK, FA (PLAINTIFF)	AYNN RALPH SHAFIK	6/12/02	6/12/03
1	Court Bond	6166820	1,500.00	WASHINGTON MUTUAL BANK, FA	FRANCISCO CASA, ET AL (DEFENDANT)	6/12/02	6/12/03
1	Court Bond	6166851	1,500.00	WASHINGTON MUTUAL, FA - PLAINTIFF	PIO LUZ, JOSEFA LUZ AND DOES 1 THROUGH 100, INCLUSIVE	6/27/02	6/27/03
1	Court Bond	6166852	1,500.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFF	PIO LUZ, JOSEFA LUZ AND DOES 1 THROUGH 100, INCLUSIVE	6/27/02	6/27/03
1	Court Bond	6174720	10,000.00	WASHINGTON MUTUAL BANK, FA, PLAINTIFF(S)	DROR BEN-AMY, ET AL, DEFENDANT(S)	8/20/02	8/20/03
1	Court Bond	6174736	30,000.00	WASHINGTON MUTUAL BANK, FA	SHERPA INDUSTRIES, LLC, PETER J	8/27/02	8/27/03



Count	TYPE	Number	Amount	Principal (PLAINTIFF)	Obligee / Description	Effective	Expiration
1	Court Bond	6184552	1,500.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFFS	KEOGH & LYNN HOUGH CONST.LLC JESUS MANUEL CARRENO, ETAL - DEFENDANTS	9/20/02	9/20/03
1	Court Bond	6184553	1,500.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFFS	JESUS MANUEL CARRENO, ET AL - DEFENDANTS	9/20/02	9/20/03
1	Court Bond	6186232	1,500.00	WASHINGTON MUTUAL BANK, FA, (PLAINTIFF)	AYNN SHAFIK, ET AL (DEFENDANT)	9/25/02	6/25/03
1	Court Bond	6186233	1,500.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFF	AYNN SHAFIK, ET AL - DEFENDANTS	9/25/02	9/25/03
1	Court Bond	6186310	232,300.00	WASHINGTON MUTUAL BANK - PLAINTIFF	BAKKER BROTHERS USA INC.; B&B FARMS; NORTHWEST FARM CREDIT; JESUS MANUEL & REINA HILDA L. CARRENO, JOSE A. CASTANEDA, JR ABUNDANT CAPITAL INC.	10/7/02	10/7/03
1	Court Bond	6188856	1,500.00	WASHINGTON MUTUAL BANK, FA WASHINGTON MUTUAL BANK, FA (PLAINTIFF)	DEFENDANT)	12/2/02	12/2/03
1	Court Bond	6199455	1,500.00	WASHINGTON MUTUAL BANK, FA	IBERIA INVESTMENTS, INC. ET AL.	1/2/03	1/2/04
1	Court Bond	6202781	1,500.00	WASHINGTON MUTUAL BANK, FA	IBERIA INVESTMENTS, INC. ET AL.	4/2/03	4/2/04
1	Court Bond	6202782	1,500.00	WASHINGTON MUTUAL BANK, FA	IBERIA INVESTMENTS, INC. ET AL. JOSE H. SANCHEZ, ETC., ET AL	4/2/03	4/2/04
1	Court Bond	6202799	10,000.00	PLAINTIFF	DEFENDANTS	2/11/03	2/11/04
1	Court Bond	6202816	16,000.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFFS	FRIDAY'S FOODLINE, INC. A CALIFORNIA CORPORATION, ET AL	3/12/03	3/12/04
1	Court Bond	6202878	1,500.00	WASHINGTON MUTUAL BANK, FA WASHINGTON MUTUAL BANK, FA (PLAINTIFF)	IBERIA INVESTMENTS, INC. ET AL FRIDAY'S FOODLINE, INC, ETC, ET AL (DEFENDANTS)	4/21/03	4/21/04
1	Court Bond	6216600	1,500.00	WASHINGTON MUTUAL BANK, FA	RICK HEMERICK, ET AL (DEFENDANT)	5/1/03	5/1/04
1	Court Bond	6222337	2,500.00	WASHINGTON MUTUAL BANK, FA WASHINGTON MUTUAL BANK, FA - PLAINTIFF	RICK HEMERICK, ET AL -DEFENDANT	6/4/03	6/4/04
1	Court Bond	6222338	2,500.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFF	CHRIS BROWN, AS SHERIFF OF DOUGLAS COUNTY, OREGON	6/4/03	6/4/04
1	Court Bond	6222339	170,000.00	WASHINGTON MUTUAL BANK	ROBERT G. ALLEN CO., INC. ETC, ET AL.	6/6/03	6/6/04
1	Court Bond	6222493	10,000.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFF	- DEFENDANT	6/25/03	6/25/04
1	Court Bond	6229567	10,000.00	WASHINGTON MUTUAL BANK, FA WASHINGTON MUTUAL BANK, FA (PLAINTIFF)	ZIFF FAMILY MARKETS,INC. DBA: FOUR SEASONS MARKET; RONALD L. MONCKS CORNER FINANCE, INC; MICHAEL J STRONG, SHERRY STRONG,	7/7/03	7/7/04
1	Court Bond	6229663	1,000,000.00	WASHINGTON MUTUAL BANK, FA, ET AL (DEFENDANT)	RANCHO BERNARDO COMMUNITY BANK	8/11/03	8/11/04
1	Court Bond	6237447	100,342.00	WASHINGTON MUTUAL, FAPLAINTIFF	RENO METAL PRODUCTS,INC. DBA RENO SHEET METAL CO. ETAL	9/29/08	9/29/09
1	Court Bond	6241585	10,000.00	WASHINGTON MUTUAL BANK, FA	JAMES M. DONEGAN,AN INDIVIDUAL & DOES 1 THROUGH 50 INCLUSIVE	10/13/03	10/13/04
1	Court Bond	6255195	10,000.00	WASHINGTON MUTUAL BANK, FA	AFFORDABLE HOUSING SERVICES, INC.	12/23/03	12/23/04
1	Court Bond	6255288	1,500.00	WASHINGTON MUTUAL BANK, FA	REBECCA B. TWIGHT, INDIVIDUALLY & AS TRUSTEE OF THE TWIGHT	3/26/04	3/26/05
1	Court Bond	6255305	1,500.00	WASHINGTON MUTUAL BANK, FA WASHINGTON MUTUAL BANK, FA (PLAINTIFF)	REBECCA B. TWIGHT, ET AL. (DEFENDANT)	4/14/04	4/14/05
1	Court Bond	6255310	1,500.00	WASHINGTON MUTUAL BANK, FA	TERRA-CAL CONSTRUCTION, INC., A CALIFORNIA CORPORATION,ET AL	4/21/04	4/21/05
1	Court Bond	6255343	10,000.00	WASHINGTON MUTUAL BANK, FA	INEZ HURST, ET AL	3/22/04	3/22/05
1	Court Bond	6311353	1,500.00	WASHINGTON MUTUAL BANK, FA	INEZ HURST, ET AL	11/2/04	11/2/05
1	Court Bond	6311354	1,500.00	WASHINGTON MUTUAL BANK, FA	INEZ HURST, ET AL	11/2/04	11/2/05
1	Court Bond	6311355	1,500.00	WASHINGTON MUTUAL BANK, FA	JINT INVESTMENT CORPORATION	11/11/04	11/11/05
1	Court Bond	6311356	1,500.00	WASHINGTON MUTUAL BANK, FA	JINT INVESTMENT CORPORATION	11/11/04	11/11/05
1	Court Bond	6311357	1,500.00	WASHINGTON MUTUAL BANK, FA	INEZ HURST, ET AL	11/11/04	11/11/05
1	Court Bond	6317485	1,500.00	WASHINGTON MUTUAL BANK, FA	JINT INVESTMENT CORPORATION	12/6/04	12/6/05
1	Court Bond	6317493	10,000.00	WASHINGTON MUTUAL BANK, FA	AZTECA CONSTRUCTION, INC., RAFAEL M. MARTIN, ROSA M. MARTIN*	12/15/04	12/15/05
1	Court Bond	6317498	10,000.00	WASHINGTON MUTUAL	PECKHAM INDUSTRIAL COATINGS, INC.	1/6/08	1/6/09
1	Court Bond	6317510	1,009,643.00	WASHINGTON MUTUAL BANK FSB	RICHARD AND NANCY MADSEN MARTIN SHAFRON, MARGARET SHAFRON, KEVIN D. JANISON, TERRI S. JANISON	2/4/08	2/4/09
1	Court Bond	6317548	303,825.00	WASHINGTON MUTUAL BANK FA	CHARO COMMUNITY DEVELOPMENT CORPORATION	3/8/08	3/8/09
1	Court Bond	6317568	10,000.00	WASHINGTON MUTUAL	DANIEL J. LAROCHE	3/22/08	3/22/09
1	Court Bond	6342259	162,000.00	WASHINGTON MUTUAL BANK	DANIEL J. LAROCHE	6/22/08	6/22/09
1	Court Bond	6361652	324,512.78	WASHINGTON MUTUAL BANK	SUPERIOR COURT OF THE STATE OF CALIFORNIA	7/28/08	7/28/09
1	Court Bond	6361653	125,000.00	WASHINGTON MUTUAL	BRIAN E. HAYES AND ROBIN HAYES	8/1/08	8/1/09
1	Court Bond	6361720	50,000.00	WASHINGTON MUTUAL	PHILLIP INIGUEZ	10/11/08	10/11/09
1	Court Bond	6361795	1,500.00	WASHINGTON MUTUAL	PHILLIP INIGUEZ	5/2/06	5/2/07
1	Court Bond	6361796	1,500.00	WASHINGTON MUTUAL BANK, FA	PHILLIP INIGUEZ	5/2/06	5/2/07
1	Court Bond	6361835	1,500.00	WASHINGTON MUTUAL BANK, FA	PHILLIP INIGUEZ	5/22/06	5/22/07
1	Court Bond	6361839	52,500.00	WASHINGTON MUTUAL	UNITED AKAL, L.L.C.D, HARTZ KRISPY CHICKEN N ROLLS, VARPAL *	6/6/06	6/6/07
1	Court Bond	6423280	140,000.00	WASHINGTON MUTUAL	EDWARD A. SCHWALLY	6/13/08	6/13/09
1	Court Bond	6423294	465,506.00	WASHINGTON MUTUAL	STATE OF NEVADA, DEPARTMENT OF BUILDING & SAFETY	9/13/06	9/13/07
1	Court Bond	6423295	482,094.00	WASHINGTON MUTUAL	STATE OF NEVADA, DEPARTMENT OF	9/13/06	9/13/07

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Court Bond	6423305	2,500.00	WASHINGTON MUTUAL	BUILDING & SAFETY	11/3/06	11/3/07
1	Court Bond	6423306	2,500.00	WASHINGTON MUTUAL BANK, FA	NICHOLAS LATIMER	11/3/06	11/3/07
1	Court Bond	6423335	1,500.00	WASHINGTON MUTUAL	SAEED DAVID SADRI	2/6/07	2/6/08
1	Court Bond	6423336	1,500.00	WASHINGTON MUTUAL BANK, FA	SAEED DAVID SADRI	2/6/07	2/6/08
1	Court Bond	6423356	1,500.00	WASHINGTON MUTUAL BANK, FA	SAEED DAVID SADRI	3/9/07	3/9/08
1	Court Bond	6423369	2,500.00	WASHINGTON MUTUAL	POWERHOUSE DEVELOPMENT CORPORATION, SUPERIOR COURT OF CALIF*	7/23/07	7/23/08
1	Court Bond	6423370	2,500.00	WASHINGTON MUTUAL BANK, FA	POWERHOUSE DEVELOPMENT CORPORATION, SUPERIOR COURT OF CALIF*	7/23/07	7/23/08
1	Court Bond	6423371	2,500.00	WASHINGTON MUTUAL BANK, FA	POWERHOUSE DEVELOPMENT CORPORATION	8/10/07	8/10/08
1	Court Bond	6525102	10,000.00	WASHINGTON MUTUAL	MOST CREATIVE ENTERTAINMENT GREATER BETHANY ECONOMIC DEVELOPMENT CORPORATION; THE CITY OF LOS ANGELES	11/12/08	11/12/09
1	Court Bond	6525103	1,500.00	WASHINGTON MUTUAL BANK, FA	GREATER BETHANY ECONOMIC DEVELOPMENT CORPORATION; THE CITY OF LOS ANGELES	12/19/07	12/19/08
1	Court Bond	6525104	1,500.00	WASHINGTON MUTUAL	GREATER BETHANY ECONOMIC DEVELOPMENT CORPORATION; THE CITY OF LOS ANGELES	12/19/07	12/19/08
1	Court Bond	6525105	405,455.18	WASHINGTON MUTUAL BANK	DREW M. DILLWORTH, GREATER BETHANY ECONOMIC DEVELOPMENT CORPORATION; THE CITY OF LOS ANGELES	12/20/07	12/20/08
1	Court Bond	6525106	1,500.00	WASHINGTON MUTUAL BANK, FA	JORGE ESPARZA, ET AL	1/15/08	1/15/09
1	Court Bond	6525107	1,500.00	WASHINGTON MUTUAL	JORGE ESPARZA, ET AL	1/25/08	1/25/09
1	Court Bond	6525108	1,500.00	WASHINGTON MUTUAL BANK, FA	JORGE ESPARZA, ET AL	1/25/08	1/25/09
1	Court Bond	6525109	1,500.00	WASHINGTON MUTUAL BANK, FA	JORGE ESPARZA, ET AL	2/20/08	2/20/09
1	Court Bond	6525110	291,746.74	WASHINGTON MUTUAL BANK, SUCCESSOR IN INTEREST TO WASHINGTON MUTUAL HOME LOANS	WOOLMAN OVAL HOLDINGS, INC.	3/19/08	3/19/09
1	Court Bond	6525111	1,500.00	WASHINGTON MUTUAL BANK, FA	CUSTOM ADVANTAGE BUILDERS, INC.	3/27/08	3/27/09
1	Court Bond	6525112	1,500.00	U.S. BANK NATIONAL ASSOCIATION	ERNEST W. BRUNSON	4/11/08	4/11/09
1	Court Bond	6525113	1,500.00	U.S. BANK NATIONAL ASSOCIATION	ERNEST W. BRUNSON	4/11/08	4/11/09
1	Court Bond	6525114	1,500.00	WASHINGTON MUTUAL BANK, FA	CUSTOM ADVANTAGE BUILDERS, INC.	4/21/08	4/21/09
1	Court Bond	6525116	1,500.00	U.S. BANK NATIONAL ASSOCIATION	ERNEST W. BRUNSON	5/12/08	5/12/09
1	Court Bond	6525117	1,500.00	WASHINGTON MUTUAL BANK	MANUEL R. CONTRERAS	5/12/08	5/12/09
1	Court Bond	6525119	1,500.00	WASHINGTON MUTUAL BANK	SHADOW MOUNTAIN, LLC	5/16/08	5/16/09
1	Court Bond	6525123	2,500.00	WASHINGTON MUTUAL	RJ PROPERTY INVESTMENTS, LLC	6/9/08	6/9/09
1	Court Bond	6525124	2,500.00	WASHINGTON MUTUAL BANK, FA	RJ PROPERTY INVESTMENTS, LLC	6/9/08	6/9/09
1	Court Bond	6525125	2,500.00	WASHINGTON MUTUAL BANK	RJ PROPERTY INVESTMENTS, LLC	7/9/08	7/9/09
1	Court Bond	6525126	1,500.00	WASHINGTON MUTUAL	PARVIZ SANIEOFF ET AL	8/5/08	8/5/09
1	Court Bond	6525127	1,500.00	WASHINGTON MUTUAL BANK, FA	PARVIZ SANIEOFF ET AL	8/5/08	8/5/09
1	Court Bond	6525128	2,500.00	WASHINGTON MUTUAL BANK, FA	JAIME ARELLANO	8/11/08	8/11/09
207	Court Bond Total		6,099,124.70				
1	Guarantee Payment Bond	4486244	91,550.00	HOME SAVINGS OF AMERICA	Florida Power & Light Company	9/7/00	9/7/01
1	Guarantee Payment Bond	4689056	1,500.00	HOME SAVINGS OF AMERICA	WITHLACOOCHIE RIVER ELECTRIC COOPERATIVE, INC.	7/27/01	7/27/02
1	Guarantee Payment Bond	4787032	1,835.00	HOME SAVINGS OF AMERICA	Fort Pierce Utilities Authority	11/11/00	11/11/01
1	Guarantee Payment Bond	5946522	284,905.00	WASHINGTON MUTUAL BANK FA	FLORIDA POWER AND LIGHT COMPANY	1/14/08	1/14/09
1	Guarantee Payment Bond	5946528	73,930.00	WASHINGTON MUTUAL BANK, FA	CITY OF LAKE WORTH	3/25/08	3/25/09
1	Guarantee Payment Bond	5986048	4,000,000.00	WASHINGTON MUTUAL, INC.	KEMARK FINANCIAL SERVICES, INC.	6/7/08	6/7/09
1	Guarantee Payment Bond	6037709	2,397.00	BRYANT FINANCIAL CORPORATION	BELL VINTAGE HOMEOWNERS ASSOCIATION	11/3/08	11/3/09
1	Guarantee Payment Bond	6423339	50,000.00	PROVIDIAN LEASING CORPORATION	STATE OF CALIFORNIA.	8/1/08	8/1/09
1	Guarantee Payment Bond	6525134	50,000.00	WASHINGTON MUTUAL BANK	STATE OF FLORIDA	9/9/08	9/9/09
9	Guarantee Payment Bond Total		4,556,117.00				

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	License/Perm it Bond	2062431	7,500.00	OXFORD INVESTMENT CORPORATION	State of California	10/26/99	10/26/02
1	License/Perm it Bond	4095618	10,000.00	WASHINGTON MUTUAL INSURANCE SERVICES, INC.	STATE OF CALIFORNIA/DEPARTMENT OF INSURANCE	1/28/03	1/28/04
1	License/Perm it Bond	4380730	5,000.00	COMMERCE SERVICE CORPORATION	THE STATE OF ARIZONA/ DIRECTOR OF INSURANCE	6/17/00	6/17/03
1	License/Perm it Bond	4380735	10,000.00	COMMERCE SERVICE CORPORATION	THE STATE OF IDAHO/ DEPT. OF INSURANCE	6/17/03	6/17/06
1	License/Perm it Bond	4380737	25,000.00	HOME CREST INSURANCE SERVICES, INC.	the state of louisiana	6/17/03	6/17/06
1	License/Perm it Bond	4380744	25,000.00	HOME CREST INSURANCE SERVICES, INC.	STATE OF WASHINGTON	6/17/06	6/17/09
1	License/Perm it Bond	4479958	50,000.00	HOME CREST INSURANCE SERVICES, INC	STATE OF CALIFORNIA.	1/18/08	1/18/09
1	License/Perm it Bond	5162844	2,500.00	WILLIAM A.=HAWKINS	STATE OF ILLINOIS, DEPT. OF INSURANCE	7/18/99	7/18/00
1	License/Perm it Bond	5465134	40,000.00	AHMANSON MORTGAGE CO.	State of Connecticut	10/1/98	10/1/99
1	License/Perm it Bond	5465163	10,000.00	RICHE DOUGLAS=ROWSEY	STATE OF CALIFORNIA/DEPT. OF INSURANCE	10/21/99	10/21/00
1	License/Perm it Bond	5465164	10,000.00	ROBERT DALE=NORTON	STATE OF CALIFORNIA/DEPT. OF INSURANCE	10/21/98	10/21/99
1	License/Perm it Bond	5552377	5,000.00	RICHE D.=ROWSEY	STATE OF ARIZONA-DEPT. OF INSURANCE	10/27/99	10/27/00
1	License/Perm it Bond	5552378	5,000.00	RICHE D.=ROWSEY	State of Georgia	10/27/99	10/27/00
1	License/Perm it Bond	5552379	2,500.00	RICHE D.=ROWSEY	State of Illinois	10/27/99	10/27/00
1	License/Perm it Bond	5552380	15,000.00	RICHE D.=ROWSEY	STATE OF NORTH CAROLINA/INSURANCE COMMISSIONER	10/27/99	10/27/00
1	License/Perm it Bond	5573000	10,000.00	RICHE D.=ROWSEY	State of New Mexico	4/10/00	4/10/01
1	License/Perm it Bond	5587359	5,000.00	RICHE D.=ROWSEY	STATE OF VERMONT/DEPT. OF INSURANCE	4/12/00	4/12/01
1	License/Perm it Bond	5587383	5,000.00	RICHE D.=ROWSEY	STATE OF ARKANSAS/DEPT. OF INSURANCE	4/12/00	4/12/01
1	License/Perm it Bond	5587390	25,000.00	RICHE D.=ROWSEY	State of Louisiana	4/19/00	4/19/01
1	License/Perm it Bond	5611510	25,000.00	WASHINGTON MUTUAL INSURANCE SERVICES, INC.	STATE OF TEXAS	6/21/08	6/21/09
1	License/Perm it Bond	5683295	5,000.00	HOME CREST INSURANCE SERVICES	STATE OF CALIFORNIA	11/14/08	11/14/09
1	License/Perm it Bond	5683318	100,000.00	WASHINGTON MUTUAL INSUR.SERVICES MANAGING GENERAL AGENCY,INC	STATE BOARD OF INSURANCE, STATE OF TEXAS	11/1/02	11/1/03
1	License/Perm it Bond	5693811	20,000.00	HOME CREST INSURANCE SERVICES, INC.	DISTRICT OF COLUMBIA	4/30/07	4/30/09
1	License/Perm it Bond	5700392	2,500.00	LINDA T.MAESTAS	STATE OF ILLINOIS	6/11/08	6/11/09
1	License/Perm it Bond	5700393	2,500.00	MARY A.=PALHINHA	STATE OF ILLINOIS/DEPT. OF INSURANCE	6/11/99	6/11/00
1	License/Perm it Bond	5700395	2,500.00	JILL K.SMITH	STATE OF ILLINOIS	6/11/08	6/11/09
1	License/Perm it Bond	5700419	2,500.00	DOREEN B.-LIUZZI	STATE OF ILLINOIS/DEPT. OF INSURANCE	7/25/99	7/25/00
1	License/Perm it Bond	5761873	2,500.00	MARTHABEATRICE ORTEGA, GRIFFIN FINANCIAL SVS. INS. AGENCY	STATE OF ILLINOIS	4/16/08	4/16/09
1	License/Perm it Bond	5773363	2,500.00	NINAMARIEQUINTERO - GRIFFIN FINANCIAL SERVICES INS. AGENCY	STATE OF ILLINOIS	11/3/08	11/3/09
1	License/Perm it Bond	5773365	2,500.00	IVONNE MARIA GUERRERO - GRIFFIN FINANCIAL SERVICES INS. AGCY	STATE OF ILLINOIS	10/29/08	10/29/09
1	License/Perm it Bond	5773366	2,500.00	RICHARD LOWTHER - GRIFFIN FINANCIAL SERVICE INS. AGENCY	STATE OF ILLINOIS	10/29/08	10/29/09
1	License/Perm it Bond	5828016	10,000.00	HOME CREST INSURANCE SERVICES, INC.	STATE OF CALIFORNIA.	6/24/08	6/24/09
1	License/Perm it Bond	5833830	25,000.00	WASHINGTON MUTUAL INSURANCE SERVICES, INC.	STATE OF TEXAS	5/5/08	5/5/09
1	License/Perm it Bond	5851143	7,500.00	AHMANSON DEVELOPMENTS, INC.	STATE OF CALIFORNIA/CONTRACTOR'S STATE LICENSE BOARD	10/18/99	10/18/00
1	License/Perm it Bond	5851195	25,000.00	JILL K.=SMITH-ELY	State of Louisiana	11/20/03	11/20/04
1	License/Perm it Bond	5851196	10,000.00	JILL K.SMITH-ELY	COMMONWEALTH OF KENTUCKY	11/20/08	11/20/09

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	License/Perm it Bond	5851198	10,000.00	JILL K.SMITH-ELY	STATE OF NEW MEXICO	11/20/08	11/20/09
1	License/Perm it Bond	5880599	25,000.00	Long Beach Mortgage Company	STATE OF ARIZONA/BANKING DEPT.	3/31/06	3/31/07
1	License/Perm it Bond	5880601	40,000.00	Long Beach Mortgage Company	State of Connecticut	9/30/05	9/30/06
1	License/Perm it Bond	5880602	40,000.00	Long Beach Mortgage Company	State of Connecticut	9/30/05	9/30/06
1	License/Perm it Bond	5880603	50,000.00	Long Beach Mortgage Company	State of Delaware	12/31/05	12/31/06
1	License/Perm it Bond	5880604	200,000.00	Long Beach Mortgage Company	DISTRICT OF COLUMBIA, OFFICE OF BANKING & FINANCIAL INSTIT.	3/31/06	8/29/07
1	License/Perm it Bond	5880606	115,000.00	Long Beach Mortgage Company	STATE OF IDAHO/DEPT. OF FINANCE	12/10/05	12/10/06
1	License/Perm it Bond	5880607	20,000.00	Long Beach Mortgage Company	STATE OF ILLINOIS/ COMMISSIONER OF SAVINGS & RESID. FINANCE	3/20/06	3/20/08
1	License/Perm it Bond	5880608	30,000.00	Long Beach Mortgage Company	STATE OF IOWA, DIVISION OF BANKING	12/10/05	12/10/06
1	License/Perm it Bond	5880609	50,000.00	Long Beach Mortgage Company	STATE OF MAINE, BUREAU OF CONSUMER AFFAIRS	9/30/04	9/30/06
1	License/Perm it Bond	5880610	50,000.00	Long Beach Mortgage Company	STATE OF NEBRASKA, DEPARTMENT OF BANKING	3/1/06	3/1/07
1	License/Perm it Bond	5880611	500,000.00	Long Beach Mortgage Company	STATE OF NEW YORK, SUPERINTENDENT OF BANKS	12/10/05	12/10/06
1	License/Perm it Bond	5880612	25,000.00	Long Beach Mortgage Company	State of North Dakota	7/1/05	6/30/06
1	License/Perm it Bond	5880614	80,000.00	LONG BEACH MORTGAGE COMPANY	STATE OF RHODE ISLAND	3/31/08	3/31/09
1	License/Perm it Bond	5880615	350,000.00	Long Beach Mortgage Company	STATE OF VERMONT, COMMISSIONER OF BANKING	12/31/05	12/31/06
1	License/Perm it Bond	5880618	300,000.00	Long Beach Mortgage Company	STATE OF NEW JERSEY, DEPT OF BANKING	12/11/05	12/11/06
1	License/Perm it Bond	5880619	40,000.00	Long Beach Mortgage Company	State of Connecticut	9/30/05	9/30/06
1	License/Perm it Bond	5880627	590,000.00	Long Beach Mortgage Company	State of Washington	12/31/05	12/31/06
1	License/Perm it Bond	5880628	50,000.00	Long Beach Mortgage Company	State of Hawaii	12/31/05	12/31/06
1	License/Perm it Bond	5880629	375,000.00	Long Beach Mortgage Company	State of Maryland	12/31/05	12/31/07
1	License/Perm it Bond	5880630	50,000.00	Long Beach Mortgage Company	STATE OF MAINE, BUREAU OF CONSUMER AFFAIRS	9/30/04	9/30/06
1	License/Perm it Bond	5895388	60,000.00	AHMANSON MORTGAGE COMPANY	STATE OF NEW JERSEY, COMMISSION OF BANKING	2/11/99	2/11/00
1	License/Perm it Bond	5898598	25,000.00	LONG BEACH MORTGAGE COMPANY, DBA: FINANCING USA	STATE OF CALIFORNIA, DEPT. OF CORPORATIONS	1/31/00	1/31/01
1	License/Perm it Bond	5898618	20,000.00	Long Beach Mortgage Company	State of New Hampshire	12/31/06	12/31/07
1	License/Perm it Bond	5898620	20,000.00	Long Beach Mortgage Company	STATE OF IDAHO - DEPT. OF FINANCE	12/10/01	12/10/02
1	License/Perm it Bond	5901521	10,000.00	HOME CREST INS. SERVICES, INC.	STATE OF MARYLAND	5/28/08	5/28/09
1	License/Perm it Bond	5901522	10,000.00	RICHEL D. ROWSEY	STATE OF MARYLAND/ INSURANCE ADMINISTRATION	5/28/00	5/28/01
1	License/Perm it Bond	5907701	10,000.00	JILL K. SMITH-ELY	STATE OF MARYLAND	5/28/08	5/28/09
1	License/Perm it Bond	5919287	14,130.00	ACD2	CITY OF CALABASAS	4/17/08	4/17/09
1	License/Perm it Bond	5943147	18,000.00	Long Beach Mortgage Company	state of oklahoma	6/23/05	6/23/06
1	License/Perm it Bond	5943149	50,000.00	LONG BEACH MORTGAGE COMPANY	STATE OF CALIFORNIA, COMMONWEALTH OF	8/26/08	8/26/09
1	License/Perm it Bond	5943150	25,000.00	Long Beach Mortgage Company	MASSACHUSETTS / COMMISSIONER OF BANKING	9/30/05	9/30/06
1	License/Perm it Bond	5943154	300,000.00	Long Beach Mortgage Company	STATE OF WISCONSIN, DEPARTMENT OF FINANCIAL INSTITUTIONS	12/31/05	12/31/06
1	License/Perm it Bond	5943160	20,000.00	FINANCING USA (DBA LONG BEACH MORTGAGE COMPANY)	STATE OF ILLINOIS - OFFICE OF BANKS AND REAL ESTATE	3/20/02	3/20/04
1	License/Perm it Bond	5943167	40,000.00	Long Beach Mortgage Company	BANKING COMMISSIONER OF THE STATE OF CONNECTICUT	12/11/05	12/11/06
1	License/Perm it Bond	5943175	300,000.00	Long Beach Mortgage Company	STATE OF KANSAS - OFFICE OF THE STATE BANK COMMISSIONER	12/1/05	12/1/06
1	License/Perm it Bond	5943178	100,000.00	LONG BEACH MORTGAGE COMPANY D/B/A FINANCING USA	State of Arkansas	12/14/05	12/14/06
1	License/Perm it Bond	5943179	40,000.00	Long Beach Mortgage Company	BANKING COMMISSIONER OF THE STATE OF CONNECTICUT	9/30/05	9/30/06

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	License/Perm it Bond	5946464	1,000.00	CITY FINANCE COMPANY DBA WASHINGTON MUTUAL FINANCE	STATE OF MISSISSIPPI, DEPT OF BANKING AND CONSUMER FINANCE	8/7/01	8/7/02
1	License/Perm it Bond	5946465	1,000.00	CITY FINANCE COMPANY DBA WASHINGTON MUTUAL FINANCE	STATE OF MISSISSIPPI, DEPT OF BANKING AND CONSUMER FINANCE	9/19/00	9/19/01
1	License/Perm it Bond	5946479	5,000.00	WASHINGTON MUTUAL, INC WASHINGTON MUTUAL FINANCE	STATE OF ALABAMA, DEPT OF REVENUE, MOTOR VEHICLE DIVISION	10/7/00	10/7/01
1	License/Perm it Bond	5946492	18,000.00	GROUP, LLC BLAZER FINANCIAL SERVICES, INC.DBA WASHINGTON MUTUAL FINANCE	STATE OF MISSISSIPPI, DEPT OF BANKING & CONSUMER FINANCE	12/1/03	12/1/04
1	License/Perm it Bond	5946495	1,000.00	BLAZER MORTGAGE SERVICES BLAZER FINANCIAL SERVICES, INC.	STATE OF ILLINOIS; DEPT. OF FINANCIAL INSTITUTIONS	12/31/00	12/31/01
1	License/Perm it Bond	5946496	100,000.00	BLAZER MORTGAGE SERVICES BLAZER FINANCIAL SERVICES, INC.	STATE OF WEST VIRGINIA, ACCOUNTING DEPT.	12/31/00	12/31/01
1	License/Perm it Bond	5946497	100,000.00	WASHINGTON MUTUAL FINANCE, LLC	State of West Virginia STATE OF DELAWARE, OFFICE OF	12/31/00	12/31/01
1	License/Perm it Bond	5946498	75,000.00	BLAZER MORTGAGE SERVICES, INC.	STATE BANK COMMISSIONER NORTH CAROLINA BANKING	11/23/03	11/23/04
1	License/Perm it Bond	5946499	25,000.00	SAFEWAY MORTGAGE COMPANY	COMMISSION COMMISSIONER OF BANKS FOR THE	1/1/01	1/1/02
1	License/Perm it Bond	5946500	25,000.00	GUY=GNIADEK	STATE OF NORTH CAROLINA STATE OF CA CONTRACTORS LICENSE BOARD	1/1/01	1/1/02
1	License/Perm it Bond	5946518	7,500.00	CARL L.HAAS BFS ACCEPTANCE CORPORATION DBA=NATIONAL ACCEPTANCE CORP.	STATE OF CALIFORNIA.	12/28/98	12/28/99
1	License/Perm it Bond	5946521	12,500.00	WASHINGTON MUTUAL FINANCE, INC.	STATE OF CALIFORNIA.	1/8/08	1/8/09
1	License/Perm it Bond	5946527	25,000.00	CITY FINANCE COMPANY DA#68- 331	STATE OF RI & PROVIDENCE PLANTATIONS DEPT. OF BUSINESS REG.	3/1/02	3/1/03
1	License/Perm it Bond	5946529	2,000.00	CARL A.FORMATO WASHINGTON MUTUAL INSURANCE SERVICES, INC.	CITY OF OGDEN STATE OF ALABAMA DEPT. OF REVENUE MOTOR VEHICLE DIVISION	2/1/04	2/1/05
1	License/Perm it Bond	5946530	5,000.00	WASHINGTON MUTUAL INSURANCE SERVICES, INC.	STATE OF ALABAMA DEPT. OF REVENUE MOTOR VEHICLE DIVISION	3/30/02	3/30/03
1	License/Perm it Bond	5946533	10,000.00	CARL A.FORMATO WASHINGTON MUTUAL INSURANCE SERVICES, INC.	COMMONWEALTH OF KENTUCKY STATE OF ALASKA;DEPART. OF COMMERCE & ECONOMIC DEV.	2/10/08	2/10/09
1	License/Perm it Bond	5946534	15,000.00	WASHINGTON MUTUAL INSURANCE SERVICES, INC.	STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS	1/14/02	1/14/03
1	License/Perm it Bond	5946535	15,000.00	CARL A.FORMATO	STATE OF RHODE ISLAND	2/12/08	2/12/09
1	License/Perm it Bond	5946536	15,000.00	CARL A.FORMATO	STATE OF RHODE ISLAND	2/12/08	2/12/09
1	License/Perm it Bond	5985982	10,000.00	CARL A.FORMATO WASHINGTON MUTUAL FINANCE, INC.	STATE OF NEW MEXICO STATE OF CALIFORNIA, DEPARTMENT OF CORPORATIONS	2/17/08	2/17/09
1	License/Perm it Bond	5985986	25,000.00	WASHINGTON MUTUAL BANK,FA	STATE OF CALIFORNIA.	4/19/04	4/19/05
1	License/Perm it Bond	5986009	50,000.00	WM FINANCIAL SERVICES, INC. CITY FINANCE COMPANY DBA WASHINGTON MUTUAL FINANCE	STATE OF CALIFORNIA. STATE OF HAWAII;DEPART.OF REGULATORY AGENCIES	6/1/08	6/1/09
1	License/Perm it Bond	5986016	5,000.00	BLAZER FINANCIAL SERVICES,INC. DBA WASHINGTON MUTUAL FINANCE	STATE OF MISSISSIPPI;DEPART.OF BANKING & CONSUMER FINANCE	1/24/02	1/24/03
1	License/Perm it Bond	5986017	1,000.00	STATE OF ILLINOIS, DEPARTMENT OF FINANCIAL INSTITUTIONS	STATE OF MISSISSIPPI;DEPART.OF BANKING & CONSUMER FINANCE	6/30/01	6/30/02
1	License/Perm it Bond	5986029	1,000.00	CARL A.=FORMATO	STATE OF ILLINOIS, DEPARTMENT OF FINANCIAL INSTITUTIONS	12/31/00	12/31/01
1	License/Perm it Bond	5986031	5,000.00	CARL A. FORMATO	STATE OF LOUISIANA;COMMISSIONER OF INSURANCE	6/8/04	6/8/05
1	License/Perm it Bond	5986032	10,000.00	CARL ANTHONY=FORMATO	STATE OF MARYLAND STATE OF ARIZONA INSURANCE LICENSING SECTION	6/6/08	6/6/09
1	License/Perm it Bond	5986033	1,000.00	CITY FINANCE COMPANY WASHINGTON MUTUAL INSURANCE SERVICES, INC.	ALABAMA DEPARTMENT OF REVENUE; MOTOR VEHICLE DIVISION	6/2/01	6/2/02
1	License/Perm it Bond	5986035	5,000.00	BLAZER FINANCIAL SERVICES INC. DBA=WASHINGTON MUTUAL FINANCE	ALABAMA DEPARTMENT OF REVENUE; MOTOR VEHICLE DIVISION	5/29/01	5/29/02
1	License/Perm it Bond	5986040	50,000.00	WASHINGTON MUTUAL FINANCE, INC.	STATE OF CALIFORNIA	6/17/08	6/17/09
1	License/Perm it Bond	5986059	1,000.00	WASHINGTON MUTUAL FINANCE, INC.	STATE OF ILLINOIS, DEPT. OF FINANCIAL INSTITUTIONS	12/31/00	12/31/01
1	License/Perm it Bond	5986060	5,000.00	WASHINGTON MUTUAL FINANCE, INC.	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/5/99	8/5/00
1	License/Perm it Bond	5986061	5,000.00	WASHINGTON MUTUAL FINANCE, INC.	ALABAMA DEPT. OF REVENUE, DEPT. OF MOTOR VEHICLES	8/1/99	8/1/00
1	License/Perm it Bond	5986062	5,000.00	WASHINGTON MUTUAL FINANCE, INC.	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/1/99	8/1/00
1	License/Perm it Bond	5986063	5,000.00	WASHINGTON MUTUAL FINANCE, INC.	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/1/99	8/1/00
1	License/Perm it Bond	5986064	5,000.00	WASHINGTON MUTUAL FINANCE,INC.	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/1/99	8/1/00
1	License/Perm	5986065	2,000.00	WASHINGTON MUTUAL FINANCE, STATE OF ALABAMA DEPT. OF	STATE OF ALABAMA DEPT. OF	8/1/99	8/1/00

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1	it Bond License/Perm	5986066	5,000.00	INC. WASHINGTON MUTUAL FINANCE,	REVENUE MOTOR VEHICLE DIVISION ALABAMA DEPARTMENT OF REVENUE,	8/9/99	8/9/00
1	it Bond License/Perm	5986068	5,000.00	INC. WASHINGTON MUTUAL FINANCE,	MOTOR VEHICLE DIVISION ALABAMA DEPARTMENT OF REVENUE,	8/1/99	8/1/00
1	it Bond License/Perm	5986069	5,000.00	CITY FINANCE COMPANY DBA WASHINGTON MUTUAL FINANCE	STATE TAX COMMISSION, BUREAU OF REVENUE	8/29/00	8/29/01
1	it Bond License/Perm	5986074	5,000.00	CITY FINANCE COMPANY DBA WASHINGTON MUTUAL FINANCE	STATE TAX COMMISSION, BUREAU OF REVENUE	9/2/00	9/2/01
1	it Bond License/Perm	6007276	50,000.00	Long Beach Mortgage Company	STATE OF VERMONT - COMMISSIONER OF BANKING	12/31/04	12/31/05
1	it Bond License/Perm	6025920	10,000.00	BLAZER FINANCIAL SERVICES, INC.	STATE CORPORATION COMMISSION;BUREAU OF FINANCIAL INSTITUTION	6/30/01	6/30/02
1	it Bond License/Perm	6025937	10,000.00	WMFS INSURANCE SERVICES, INC.	STATE OF CALIFORNIA.	12/9/07	12/9/08
1	it Bond License/Perm	6025968	25,000.00	BLAZER FINANCIAL SERVICES INC.	COMMISSIONER OF CONSUMER CREDIT	10/15/99	12/31/01
1	it Bond License/Perm	6025971	168,000.00	BLAZER FINANCIAL SERVICES INC. BLAZER FINANCIAL SERVICES,INC.	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/00	12/31/01
1	it Bond License/Perm	6025973	108,000.00	DBA=WASHINGTON MUTUAL FINANCE	COMMISSION OF CONSUMER CREDIT,DEPT. OF LICENSES & REGULATION	12/30/00	12/30/01
1	it Bond License/Perm	6026003	2,500.00	CARL A.FORMATO WASHINGTON MUTUAL FINANCE,	STATE OF ILLINOIS KANSAS OFFICE OF THE STATE BANK	11/8/08	11/8/09
1	it Bond License/Perm	6026010	100,000.00	INC. OF KANSAS	COMM.,DIV. OF CONSUMER & STATE OF WA, DEPT OF MOTOR	11/10/03	11/10/04
1	it Bond License/Perm	6026012	10,650.00	THOMAS D.=SLOSSON	VEHICLES	11/12/99	11/12/02
1	it Bond License/Perm	6026013	89,820.00	WASHINGTON MUTUAL BANK	STATE TAX COMMISSIONER OF UTAH	11/12/99	11/12/02
1	it Bond License/Perm	6037705	58,900.00	WASHINGTON MUTUAL BANK	State of Utah	11/19/99	11/19/02
1	it Bond License/Perm	6037706	5,000.00	WASHINGTON MUTUAL FINANCE, INC.	ALABAMA DEPT. OF REVENUE, MOTOR VEHICLE DIVISION	11/22/99	11/22/00
1	it Bond License/Perm	6037717	54,000.00	HERBERT=JOHNSON	STATE OF WASHINGTON, DEPARTMENT OF MOTOR VEHICLES	12/13/99	12/13/02
1	it Bond License/Perm	6037718	55,800.00	WASHINGTON MUTUAL, INC. BLAZER FINANCIAL SERVICES,INC.	State of Utah	12/13/99	12/13/02
1	it Bond License/Perm	6037723	12,000.00	DBA WASHINGTON MUTUAL FINANCE	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/99	12/31/01
1	it Bond License/Perm	6037724	12,000.00	BLAZER FINANCIAL SERVICES,INC. DBA=WASHINGTON MUTUAL	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/99	12/31/01
1	it Bond License/Perm	6037725	12,000.00	FINANCE BLAZER FINANCIAL SERVICES,INC. DBA=WASHINGTON MUTUAL	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/99	12/31/01
1	it Bond License/Perm	6037726	12,000.00	FINANCE BLAZER FINANCIAL SERVICES,INC. DBA=WASHINGTON MUTUAL	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/99	12/31/01
1	it Bond License/Perm	6037727	12,000.00	FINANCE BLAZER FINANCIAL SERVICES,INC. DBA=WASHINGTON MUTUAL	STATE OF MARYLAND, DEPARTMENT OF LINCENSING & REGULATION	12/31/99	12/31/01
1	it Bond License/Perm	6037728	12,000.00	FINANCE BLAZER FINANCIAL SERVICES,INC. DBA=WASHINGTON MUTUAL	STATE OF MARYLAND, DEPARTMENT OF LINCENSING & REGULATION	12/31/99	12/31/01
1	it Bond License/Perm	6037729	12,000.00	FINANCE BLAZER FINANCIAL SERVICES,INC. DBA=WASHINGTON MUTUAL	STATE OF MARYLAND, DEPARTMENT OF LINCENSING & REGULATION	12/31/99	12/31/01
1	it Bond License/Perm	6037730	12,000.00	FINANCE BLAZER FINANCIAL SERVICES,INC. DBA=WASHINGTON MUTUAL	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/99	12/31/01
1	it Bond License/Perm	6037731	12,000.00	FINANCE BLAZER FINANCIAL SERVICES,INC. DBA=WASHINGTON MUTUAL	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/99	12/31/01
1	it Bond License/Perm	6037732	12,000.00	FINANCE BLAZER FINANCIAL SERVICES,INC. DBA=WASHINGTON MUTUAL	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/99	12/31/01
1	it Bond License/Perm	6037733	12,000.00	FINANCE BLAZER FINANCIAL SERVICES,INC. DBA=WASHINGTON MUTUAL	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/99	12/31/01
1	it Bond License/Perm	6037734	12,000.00	FINANCE BLAZER FINANCIAL SERVICES,INC. DBA=WASHINGTON MUTUAL	STATE OF MARYLAND, DEPARTMENT OF LINCENSING & REGULATION	12/31/99	12/31/01
1	it Bond License/Perm	6037735	12,000.00	FINANCE BLAZER FINANCIAL SERVICES,INC. DBA=WASHINGTON MUTUAL	STATE OF MARYLAND, DEPARTMENT OF LINCENSING & REGULATION	12/31/99	12/31/01

Count	TYPE	Number	Amount	Principal FINANCE	Obligee / Description	Effective	Expiration
1	License/Perm it Bond	6037736	12,000.00	BLAZER FINANCIAL SERVICES, INC. DBA=WASHINGTON MUTUAL FINANCE	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/99	12/31/01
1	License/Perm it Bond	6037738	10,000.00	AHMANSON DEVELOPMENT, INC.	STATE OF CALIFORNIA	12/8/07	12/8/08
1	License/Perm it Bond	6037766	70,000.00	WASHINGTON MUTUAL BANK	STATE TAX COMMISSIONER OF UTAH	1/25/00	1/25/03
1	License/Perm it Bond	6037777	90,000.00	WASHINGTON MUTUAL BANK	Utah State Tax Commission	2/9/00	2/9/03
1	License/Perm it Bond	6037778	47,400.00	WASHINGTON MUTUAL, INC.	Utah State Tax Commission	2/9/00	2/9/03
1	License/Perm it Bond	6037779	52,000.00	WASHINGTON MUTUAL, INC.	Utah State Tax Commission	2/9/00	2/9/03
1	License/Perm it Bond	6037780	50,000.00	WASHINGTON MUTUAL BANK	Utah State Tax Commission	2/9/00	2/9/03
1	License/Perm it Bond	6037781	91,790.00	WASHINGTON MUTUAL BANK	Utah State Tax Commission	2/9/00	2/9/03
1	License/Perm it Bond	6037782	118,206.00	WASHINGTON MUTUAL BANK	Utah State Tax Commission	2/9/00	2/9/03
1	License/Perm it Bond	6037783	27,700.00	WASHINGTON MUTUAL, INC.	Utah State Tax Commission	2/9/00	2/9/03
1	License/Perm it Bond	6037784	127,168.00	WASHINGTON MUTUAL, INC. WESTERN CREDIT SERVICES CO.DBA WASHINGTON MUTUAL FINANCE	Utah State Tax Commission	2/9/00	2/9/03
1	License/Perm it Bond	6037788	400,000.00	WASHINGTON STATE, DIRECTOR OF DEPT OF FINANCIAL INSTITUTIONS	2/24/04	2/24/05	
1	License/Perm it Bond	6038625	50,000.00	Long Beach Mortgage Company LONG BEACH MORTGAGE COMPANY DBA FINANCING USA	STATE OF VERMONT, COMMISSIONER OF BANKING	12/31/04	12/31/05
1	License/Perm it Bond	6038632	100,000.00	Long Beach Mortgage Company	STATE OF ARIZONA, SUPERINTENDANT OF BANKS	3/20/05	3/20/06
1	License/Perm it Bond	6038636	25,000.00	Long Beach Mortgage Company	STATE OF MAINE, BUREAU OF CONSUMER CREDIT PROTECTION	3/23/05	3/23/06
1	License/Perm it Bond	6038637	25,000.00	Long Beach Mortgage Company	DIST OF COLUMBIA, OFFICE OF BANKING & FINANCIAL INSTITUTIONS	3/31/06	3/31/07
1	License/Perm it Bond	6057009	5,000.00	WASHINGTON MUTUAL FINANCE GROUP, LLC	MISSISSIPPI STATE TAX COMMISSION, BUREAU OF REVENUE	2/1/04	2/1/05
1	License/Perm it Bond	6057014	25,000.00	PUBLIC LOAN CORPORATION DBA WASHINGTON MUTUAL FINANCE *	STATE OF MD, COMMISSIONER OF CONSUMER CREDIT	12/31/01	12/31/02
1	License/Perm it Bond	6057015	62,000.00	BRYANT FINANCIAL CORPORATION	CITY OF SAN DIMAS	4/4/08	4/4/09
1	License/Perm it Bond	6057024	25,000.00	WASHINGTON MUTUAL FINANCE OF NORTH CAROLINA, LLC	COMMISSIONER OF BANKS FOR THE STATE OF NORTH CAROLINA	5/1/03	5/1/04
1	License/Perm it Bond	6057026	40,000.00	Long Beach Mortgage Company	BANKING COMMISSIONER OF THE STATE OF CONNECTICUT	4/19/06	4/19/07
1	License/Perm it Bond	6057028	5,000.00	WASHINGTON MUTUAL FINANCE INC. DA#1-697	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	2/1/00	2/1/01
1	License/Perm it Bond	6057029	5,000.00	WASHINGTON MUTUAL FINANCE INC. DA#1-608	ALABAMA DEPARTMENT OF REVENUE; MOTOR VEHICLE DIVISIO	2/1/00	2/1/01
1	License/Perm it Bond	6057030	5,000.00	WASHINGTON MUTUAL FINANCE, INC.DA#1-695	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	2/1/00	2/1/01
1	License/Perm it Bond	6057031	5,000.00	WASHINGTON MUTUAL FINANCE INC. DA#52-131	ALABAMA DEPARTMENT OF REVENUE; MOTOR VEHICLE DIVISION	2/1/00	2/1/01
1	License/Perm it Bond	6057032	5,000.00	WASHINGTON MUTUAL FINANCE, INC.DA#1-696	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	2/1/00	2/1/01
1	License/Perm it Bond	6057033	5,000.00	WASHINGTON MUTUAL FINANCE INC. DA# 3-295	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	2/1/00	2/1/01
1	License/Perm it Bond	6057034	5,000.00	WASHINGTON MUTUAL FINANCE INC. DA#2-354	ALABAMA DEPARTMENT OF REVENUE; MOTOR VEHICLE DIVISION	2/1/00	2/1/01
1	License/Perm it Bond	6057036	5,000.00	WASHINGTON MUTUAL FINANCE INC. DA#41-96	ALABAMA DEPARTMENT OF REVENUE; MOTOR VEHICLE DIVISION	2/1/00	2/1/01
1	License/Perm it Bond	6057037	5,000.00	WASHINGTON MUTUAL FINANCE, INC. DA#14-18	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	2/1/00	2/1/01
1	License/Perm it Bond	6057038	5,000.00	WASHINGTON MUTUAL FINANCE INC. DA#63-70	ALABAMA DEPARTMENT OF REVENUE; MOTOR VEHICLE DIVISION	2/1/00	2/1/01
1	License/Perm it Bond	6057039	5,000.00	WASHINGTON MUTUAL FINANCE, INC. DA#1-462	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	2/1/00	2/1/01
1	License/Perm it Bond	6057040	5,000.00	WASHINGTON MUTUAL FINANCE, INC. DA# 43-50	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	2/1/00	2/1/01
1	License/Perm it Bond	6057047	1,000.00	BLAZER FINANCIAL SERVICES, INC. DBA=WASHINGTON MUTUAL FINANC	STATE OF ILLINOIS, DEPT. OF FINANCIAL INSTITUTIONS	12/31/00	12/31/01
1	License/Perm it Bond	6057048	1,000.00	BLAZER FINANCIAL SERVICES, INC.DBA=WASHINGTON MUTUAL FINANCE	STATE OF ILLINOIS, DEPT. OF FINANCIAL INSTITUTIONS	12/31/00	12/31/01
1	License/Perm it Bond	6057068	25,000.00	WASHINGTON MUTUAL INSURANCE SERVICES, INC.	STATE OF TEXAS	5/22/08	5/22/09

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	License/Perm it Bond	6057069	10,000.00	WAMU INSURANCE SERVICES, INC.	STATE OF CALIFORNIA	7/1/08	7/1/09
1	License/Perm it Bond	6057074	50,000.00	WASHINGTON MUTUAL FINANCE OF VIRGINIA, L.L.C. BLAZER FINANCIAL SERVICES, INC. OF MIAMI DBA WASHINGTON **	COMMONWEALTH OF VIRGINIA, STATE CORP COMM.	6/1/04	6/1/05
1	License/Perm it Bond	6057079	125,000.00	WASHINGTON MUTUAL FINANCE, L.L.C.	STATE OF MICHIGAN, COMMISSIONER, FINANCIAL INSTITUTIONS BUR.	12/31/00	12/31/01
1	License/Perm it Bond	6057080	25,000.00	WASHINGTON MUTUAL FINANCE, L.L.C.	STATE OF COLORADO, UCCC	6/1/04	6/1/05
1	License/Perm it Bond	6057081	25,000.00	WASHINGTON MUTUAL FINANCE, L.L.C.	STATE OF OKLAHOMA, DEPARTMENT OF CONSUMER CREDIT	7/1/03	7/1/04
1	License/Perm it Bond	6057084	25,000.00	WM FINANCIAL SERVICES, INC.	STATE OF ARIZONA, CORPORATION COMMISSION	6/6/00	6/6/01
1	License/Perm it Bond	6057100	25,000.00	WASHINGTON MUTUAL FINANCE OF NORTH CAROLINA, INC.	STATE OF MARYLAND, COMMISSION OF FINANCIAL REGULATION	12/31/01	9/1/03
1	License/Perm it Bond	6077561	50,000.00	Long Beach Mortgage Company	STATE OF MAINE, OFFICE OF CONSUMER CREDIT REGULATION	9/30/04	9/30/06
1	License/Perm it Bond	6077562	100,000.00	WASHINGTON MUTUAL FINANCIAL GROUP, LLC	STATE OF WEST VIRGINIA, DIVISION OF BANKING	12/31/03	12/31/04
1	License/Perm it Bond	6077563	100,000.00	Long Beach Mortgage Company	COMMISSIONER OF BANKING OF THE STATE OF WEST VIRGINIA	7/20/05	7/20/06
1	License/Perm it Bond	6077564	50,000.00	Long Beach Mortgage Company	STATE OF WEST VIRGINIA, COMMISSIONER OF BANKING	7/20/03	7/20/04
1	License/Perm it Bond	6077569	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/2/03	8/2/04
1	License/Perm it Bond	6077570	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/2/03	8/2/04
1	License/Perm it Bond	6077571	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/2/03	8/2/04
1	License/Perm it Bond	6077572	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/2/03	8/2/04
1	License/Perm it Bond	6077573	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/2/03	8/2/04
1	License/Perm it Bond	6077575	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/2/03	8/2/04
1	License/Perm it Bond	6077576	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/2/03	8/2/04
1	License/Perm it Bond	6077577	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/2/03	8/2/04
1	License/Perm it Bond	6077578	5,000.00	WASHINGTON MUTUAL FINANCE, LLC	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/2/02	8/2/03
1	License/Perm it Bond	6077579	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/2/03	8/2/04
1	License/Perm it Bond	6077580	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/2/03	8/2/04
1	License/Perm it Bond	6077581	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/2/03	8/2/04
1	License/Perm it Bond	6077583	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/2/03	8/2/04
1	License/Perm it Bond	6077584	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/2/03	8/2/04
1	License/Perm it Bond	6077585	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/2/03	8/2/04
1	License/Perm it Bond	6077586	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/2/03	8/2/04
1	License/Perm it Bond	6077587	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/2/03	8/2/04
1	License/Perm it Bond	6077588	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/2/03	8/2/04
1	License/Perm it Bond	6077589	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/2/03	8/2/04
1	License/Perm it Bond	6077593	200,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF ILLINOIS, DEPT. OF FINANCIAL INSTITUTIONS	12/31/03	12/31/04
1	License/Perm it Bond	6077594	25,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF ILLINOIS, DEPT. OF FINANCIAL INSTITUTIONS	12/31/03	12/31/04
1	License/Perm it Bond	6077595	25,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF ILLINOIS, DEPT. OF FINANCIAL INSTITUTIONS	12/31/03	12/31/04
1	License/Perm it Bond	6077596	25,000.00	WASHINGTON MUTUAL FINANCE, LLC	ILLINOIS DEPARTMENT OF FINANCIAL INSTITUTIONS	12/31/03	12/31/04
1	License/Perm it Bond	6077597	25,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF ILLINOIS, DEPT. OF FINANCIAL INSTITUTIONS	12/31/03	12/31/04
1	License/Perm it Bond	6077598	25,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF ILLINOIS, DEPT. OF FINANCIAL INSTITUTIONS	12/31/03	12/31/04
1	License/Perm it Bond	6077599	25,000.00	WASHINGTON MUTUAL FINANCE, LLC	ILLINOIS DEPARTMENT OF FINANCIAL INSTITUTIONS	12/31/03	12/31/04
1	License/Perm it Bond	6077600	25,000.00	WASHINGTON MUTUAL FINANCE, LLC	ILLINOIS DEPARTMENT OF FINANCIAL INSTITUTIONS	12/31/03	12/31/04



Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	License/Perm it Bond	6077601	375,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF MARYLAND, COMMISSIONER OF FINANCIAL REGULATION	12/31/03	12/31/05
1	License/Perm it Bond	6077602	96,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/03	12/31/05
1	License/Perm it Bond	6077603	12,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/03	12/31/05
1	License/Perm it Bond	6077604	12,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/03	12/31/05
1	License/Perm it Bond	6077605	12,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/03	12/31/05
1	License/Perm it Bond	6077606	12,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/01	5/1/03
1	License/Perm it Bond	6077607	12,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/01	12/31/03
1	License/Perm it Bond	6077608	12,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/03	12/31/05
1	License/Perm it Bond	6077609	12,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/03	12/31/05
1	License/Perm it Bond	6077610	12,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/03	12/31/05
1	License/Perm it Bond	6077611	12,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/03	12/31/05
1	License/Perm it Bond	6077612	12,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/01	12/31/03
1	License/Perm it Bond	6077613	12,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/03	12/31/05
1	License/Perm it Bond	6077614	12,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/01	12/31/03
1	License/Perm it Bond	6077615	12,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/01	12/31/03
1	License/Perm it Bond	6077616	12,000.00	WASHINGTON MUTUAL FINANCE GROUP, LLC	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/03	12/31/05
1	License/Perm it Bond	6077617	12,000.00	WASHINGTON MUTUAL FINANCE GROUP, LLC	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/03	12/31/05
1	License/Perm it Bond	6077618	12,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/03	12/31/05
1	License/Perm it Bond	6077620	15,000.00	WASHINGTON MUTUAL FINANCE OF VIRGINIA, LLC	MARYLAND COMMISSIONER OF FINANCIAL REGULATION	12/31/01	5/1/03
1	License/Perm it Bond	6077621	25,000.00	WASHINGTON MUTUAL FINANCE OF VIRGINIA, LLC	MARYLAND COMMISSIONER OF FINANCIAL REGULATION	12/31/03	12/31/05
1	License/Perm it Bond	6077622	25,000.00	WASHINGTON MUTUAL FINANCE OF VIRGINIA, LLC	MARYLAND COMMISSIONER OF FINANCIAL REGULATION	12/31/03	12/31/05
1	License/Perm it Bond	6077626	6,320.00	WASHINGTON MUTUAL BANK	Utah State Tax Commission	8/17/00	8/17/03
1	License/Perm it Bond	6077627	100,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF WEST VIRGINIA, COMMISSIONER OF BANKING	12/31/03	12/31/04
1	License/Perm it Bond	6077642	30,000.00	WASHINGTON MUTUAL FINANCE, LLC	SUPERINTENDENT OF BANKING, IOWA DEPT OF COMMERCE	8/25/03	8/25/04
1	License/Perm it Bond	6077643	5,000.00	WASHINGTON MUTUAL, INC.	STATE OF WISCONSIN/DEPT. OF FINANCIAL INSTITUTIONS	8/25/03	8/25/04
1	License/Perm it Bond	6083018	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF IDAHO, DEPT OF FINANCE, SECURITIES BUREAU	11/9/02	11/9/03
1	License/Perm it Bond	6083023	125,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF KANSAS, OFFICE OF STATE BANK COMMISSIONER	11/15/03	11/15/04
1	License/Perm it Bond	6083024	1,000,000.00	BLAZER FINANCIAL SERVICES, INC. OF MIAMI DBA WASHINGTON **	MICHIGAN DIVISION OF INSURANCE	12/31/03	12/31/04
1	License/Perm it Bond	6083029	100,000.00	WASHINGTON MUTUAL FINANCE, INC. DBA ARISTAR MORTGAGE COMPANY	MINNESOTA DEPT OF COMMERCE, DIVISION OF FINANCIAL EXAMINATION	7/1/03	7/1/04
1	License/Perm it Bond	6083030	20,000.00	WASHINGTON MUTUAL, INC. DBA ARISTAR MORTGAGE COMPANY	IL STATE OFFICE OF BANKS AND REAL ESTATE	2/28/04	2/28/05
1	License/Perm it Bond	6083031	125,000.00	WASHINGTON MUTUAL, INC. DBA ARISTAR MORTGAGE CO.	State of Michigan	12/31/03	12/31/04
1	License/Perm it Bond	6083032	125,000.00	WASHINGTON MUTUAL, INC. DBA ARISTAR MORTGAGE COMPANY	STATE BANK COMMISSIONER, DIV. OF CONSUMER & MORTGAGE LENDING	11/30/03	11/30/04
1	License/Perm it Bond	6083033	50,000.00	WASHINGTON MUTUAL FINANCE, INC. DBA ARISTAR MORTGAGE CO.	NEBRASKA DEPARTMENT OF BANKING AND FINANCE	11/30/03	11/30/04
1	License/Perm it Bond	6083034	6,000.00	WASHINGTON MUTUAL FINANCE, INC. DBA ARISTAR MORTGAGE COMPANY	OKLAHOMA DEPARTMENT OF CONSUMER CREDIT	11/30/03	11/30/04
1	License/Perm it Bond	6083035	400,000.00	WASHINGTON MUTUAL, INC.=DBA ARISTAR MORTGAGE COMPANY	DIRECTOR OF THE DEPT. OF FINANCIAL INSTITUTIONS, WASHINGTON	12/1/03	12/1/04
1	License/Perm it Bond	6083040	35,000.00	WASHINGTON MUTUAL FINANCE, LP, A TEXAS LIMITED PARTNERSHIP	STATE OF ARKANSAS, SECURITIES DEPARTMENT	12/7/03	12/7/04

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	License/Perm it Bond	6083047	25,000.00	WASHINGTON MUTUAL FINANCE OF UTAH, LLC	DIRECTOR OF UT DIVISION OF REAL ESTATE	12/20/02	12/20/03
1	License/Perm it Bond	6083052	300,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF WISCONSIN, DEPARTMENT OF FINANCIAL INSTITUTIONS	8/25/03	8/25/04
1	License/Perm it Bond	6083077	50,000.00	WASHINGTON MUTUAL FINANCE, LLC	MINNESOTA DEPT OF COMMERCE, DIV OF FINANCIAL EXAMINATIONS	7/1/03	7/1/04
1	License/Perm it Bond	6083080	40,000.00	WASHINGTON MUTUAL FINANCE, LLC	State of Connecticut	10/11/03	10/11/04
1	License/Perm it Bond	6083081	50,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF MAINE, DIR OF OFFICE OF CONSUMER CREDIT REGULATION	10/6/03	10/6/04
1	License/Perm it Bond	6083082	50,000.00	WASHINGTON MUTUAL FINANCE, LLC.	NEBRASKA DEPARTMENT OF BANKING & FINANCE	10/11/03	10/11/04
1	License/Perm it Bond	6083083	5,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF NEW HAMPSHIRE ATTN: BANK COMMISSIONER	12/31/03	12/31/04
1	License/Perm it Bond	6083084	25,000.00	WASHINGTON MUTUAL FINANCE, LLC	NORTH DAKOTA DEPT. OF BANKING & FINANCIAL INSTITUTIONS	7/1/04	6/30/05
1	License/Perm it Bond	6083085	25,000.00	WASHINGTON MUTUAL FINANCE, LLC, A DELAWARE LLC	RHODE ISLAND DEPT OF BUSINESS REGULATION, DIV OF BANKING	10/11/03	10/11/04
1	License/Perm it Bond	6083086	5,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF SOUTH DAKOTA, DIRECTOR OF THE DIV. OF BANKING	6/30/03	6/30/04
1	License/Perm it Bond	6083087	25,000.00	WASHINGTON MUTUAL FINANCE, LLC	COMMISSIONER OF BANKING,INSURANCE,SECURITIES & HEALTH ADMIN.	12/31/03	12/31/04
1	License/Perm it Bond	6083088	5,000.00	WASHINGTON MUTUAL FINANCE, LLC	OKLAHOMA DEPARTMENT OF CONSUMER CREDIT	10/12/03	10/12/04
1	License/Perm it Bond	6083090	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	RI & PROVIDENCE PLANTATIONS, DEPT OF BUS REG, DIV OF BANKING	10/10/03	10/10/04
1	License/Perm it Bond	6100523	84,642.00	WASHINGTON MUTUAL, INC.	State of Utah	1/8/01	1/8/04
1	License/Perm it Bond	6100549	43,580.00	WASHINGTON MUTUAL BANK	State of Utah	2/6/01	2/6/04
1	License/Perm it Bond	6100550	10,460.00	WASHINGTON MUTUAL BANK	State of Utah	2/6/01	2/6/04
1	License/Perm it Bond	6100552	25,000.00	WASHINGTON MUTUAL INS SRVS, INC DBA WM INS SRVS INC	STATE OF TEXAS	2/8/08	2/8/09
1	License/Perm it Bond	6100553	25,000.00	WASHINGTON MUTUAL FINANCIAL SERVICES, INC.	STATE OF TEXAS	2/8/08	2/8/09
1	License/Perm it Bond	6100554	25,000.00	WASHINGTON MUTUAL FINANCIAL SERVICES, INC.	STATE OF TEXAS	2/8/08	2/8/09
1	License/Perm it Bond	6100555	87,036.00	WASHINGTON MUTUAL BANK	State of Utah	2/8/01	2/8/04
1	License/Perm it Bond	6100558	93,788.00	WASHINGTON MUTUAL, INC.	Utah State Tax Commission	2/15/01	2/15/04
1	License/Perm it Bond	6100559	17,000.00	WASHINGTON MUTUAL, INC.	UTAH TAX COMISSION	2/22/01	2/22/04
1	License/Perm it Bond	6100592	83,000.00	WASHINGTON MUTUAL BANK	Utah State Tax Commission	3/13/01	3/13/04
1	License/Perm it Bond	6100593	45,000.00	WASHINGTON MUTUAL BANK	Utah State Tax Commission	3/13/01	3/13/04
1	License/Perm it Bond	6100594	50,000.00	WASHINGTON MUTUAL FINANCE, INC., A CA CORPORATION **	STATE OF COLORADO, UCCC ADMINISTRATOR	3/13/04	3/13/05
1	License/Perm it Bond	6100608	68,400.00	WASHINGTON MUTUAL BANK	Utah State Tax Commission	3/28/01	3/28/04
1	License/Perm it Bond	6100609	14,400.00	WASHINGTON MUTUAL BANK	STATE OF UTAH AND THE UTAH STATE TAX COMMISSION	3/28/01	3/28/04
1	License/Perm it Bond	6100620	125,000.00	Long Beach Mortgage Company	STATE OF MICHIGAN, OFFICE OF FINANCE AND INSURANCE SERVICES	12/31/05	12/31/06
1	License/Perm it Bond	6113777	100,000.00	WASHINGTON MUTUAL FINANCE, INC., A CALIFORNIA CORP. DBA *	State of West Virginia	12/31/03	12/31/04
1	License/Perm it Bond	6114465	25,000.00	WMBFA INSURANCE AGENCY, INC.	TEXAS DEPARTMENT OF INSURANCE	6/19/08	6/19/09
1	License/Perm it Bond	6126628	40,000.00	WASHINGTON MUTUAL BANK	Utah State Tax Commission	7/2/01	7/2/04
1	License/Perm it Bond	6126631	35,000.00	WASHINGTON MUTUAL FINANCE OF FLORIDA, LLC	STATE OF FLORIDA, DEPT OF INSURANCE, BUREAU OF AGENT & FLORIDA DEPT OF INSURANCE,	7/11/03	7/11/04
1	License/Perm it Bond	6126633	35,000.00	WASHINGTON MUTUAL FINANCE, LLC.	BUREAU OF AGENT & AGENCY LICENSE	7/11/03	7/11/04
1	License/Perm it Bond	6126643	195,000.00	Long Beach Mortgage Company	ATTORNEY GENERAL OF THE STATE OF COLORADO	7/24/05	7/24/06
1	License/Perm it Bond	6126681	30,000.00	WASHINGTON MUTUAL BANK	STATE TAX COMMISSION OF UTAH	8/7/01	8/7/04
1	License/Perm it Bond	6126698	25,000.00	COMMONWEALTH INSURANCE SERVICES, INC.	TEXAS DEPARTMENT OF INSURANCE	7/1/02	7/1/03
1	License/Perm it Bond	6126699	25,000.00	COMMONWEALTH INSURANCE SERVICES, INC.	TEXAS DEPARTMENT OF INSURANCE	7/1/02	7/1/03
1	License/Perm it Bond	6132212	10,000.00	WASHINGTON MUTUAL FINANCE,	COMPTRROLLER OF FLORIDA, DEPT OF	9/26/03	9/26/04

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	it Bond License/Perm	6132213	10,000.00	LLC WASHINGTON MUTUAL FINANCE, LLC	BANKING & FINANCE COMPTROLLER, STATE OF FLORIDA, DEPT. OF BANKING & FINANCE	9/26/03	9/26/04
1	it Bond License/Perm	6132214	10,000.00	LLC WASHINGTON MUTUAL FINANCE, LLC	FL DEPARTMENT OF BANKING AND FINANCE, DIVISION OF FINANCE	9/26/03	9/26/04
1	it Bond License/Perm	6132215	10,000.00	LLC WASHINGTON MUTUAL FINANCE, LLC	COMPTROLLER OF THE STATE OF FLORIDA, DEPT. OF BANKING	9/26/03	9/26/04
1	it Bond License/Perm	6132216	10,000.00	LLC WASHINGTON MUTUAL FINANCE, LLC	COMPTROLLER OF THE STATE OF FL, DEPT. OF BANKING & FINANCE	9/26/02	9/26/03
1	it Bond License/Perm	6132217	10,000.00	LLC WASHINGTON MUTUAL FINANCE, LLC	STATE OF FL, OFFICE OF THE COMPTROLLER, DEPT OF BANKING & FINANCE	9/26/03	9/26/04
1	it Bond License/Perm	6132218	10,000.00	LLC WASHINGTON MUTUAL FINANCE, LLC	STATE OF FL, OFFICE OF THE COMPTROLLER, DEPT OF BANKING & FINANCE	9/26/03	9/26/04
1	it Bond License/Perm	6132219	10,000.00	LLC WASHINGTON MUTUAL FINANCE, LLC	STATE OF FL, OFFICE OF THE COMPTROLLER, DEPT OF BANKING & FINANCE	9/26/03	9/26/04
1	it Bond License/Perm	6132220	10,000.00	LLC WASHINGTON MUTUAL FINANCE, LLC	COMPTROLLER OF STATE OF FL, DEPT. OF BANKING & FINANCE	9/26/03	9/26/04
1	it Bond License/Perm	6132221	10,000.00	LLC WASHINGTON MUTUAL FINANCE, LLC	STATE OF FL, OFFICE OF THE COMPTROLLER, DEPT OF BANKING & FINANCE	9/26/03	9/26/04
1	it Bond License/Perm	6132222	10,000.00	LLC WASHINGTON MUTUAL FINANCE, LLC	COMPTROLLER OF FLORIDA, DEPT OF BANKING & FINANCE	9/26/03	9/26/04
1	it Bond License/Perm	6132223	10,000.00	LLC WASHINGTON MUTUAL FINANCE, LLC	COMPTROLLER OF STATE OF FL, DEPT. OF BANKING & FINANCE	9/26/03	9/26/04
1	it Bond License/Perm	6132224	10,000.00	LLC WASHINGTON MUTUAL FINANCE, LLC	COMPTROLLER OF FLORIDA, DEPT OF BANKING & FINANCE	9/26/03	9/26/04
1	it Bond License/Perm	6132225	10,000.00	LLC WASHINGTON MUTUAL FINANCE, LLC	COMPTROLLER OF STATE OF FL, DEPT. OF BANKING & FINANCE	9/26/02	9/26/03
1	it Bond License/Perm	6132226	10,000.00	LLC WASHINGTON MUTUAL FINANCE, LLC	STATE OF FL, OFFICE OF THE COMPTROLLER, DEPT OF BANKING & FINANCE	9/26/03	9/26/04
1	it Bond License/Perm	6132227	10,000.00	LLC WASHINGTON MUTUAL FINANCE, LLC	COMPTROLLER OF FLORIDA, DEPT. OF BANKING & FINANCE	9/26/03	9/26/04
1	it Bond License/Perm	6132228	10,000.00	LLC WASHINGTON MUTUAL FINANCE, LLC	FL DEPARTMENT OF BANKING AND FINANCE, DIVISION OF FINANCE	9/26/03	9/26/04
1	it Bond License/Perm	6132229	10,000.00	LLC WASHINGTON MUTUAL FINANCE, LLC	COMPTROLLER OF STATE OF FLORIDA, DEPT OF BANKING & FINANCE	9/26/03	9/26/04
1	it Bond License/Perm	6132230	10,000.00	LLC WASHINGTON MUTUAL FINANCE, LLC	COMPTROLLER OF FLORIDA, DEPT. OF BANKING & FINANCE	9/26/03	9/26/04
1	it Bond License/Perm	6132231	10,000.00	LLC WASHINGTON MUTUAL FINANCE, LLC	COMPTROLLER OF STATE OF FLORIDA, DEPT OF BANKING & FINANCE	9/26/03	9/26/04
1	it Bond License/Perm	6132232	10,000.00	LLC WASHINGTON MUTUAL FINANCE, LLC	COMPTROLLER OF STATE OF FLORIDA, DEPT OF BANKING & FINANCE	9/26/02	9/26/03
1	it Bond License/Perm	6132233	10,000.00	LLC WASHINGTON MUTUAL FIANANCE, LLC	COMPTROLLER OF FLORIDA, DEPT OF BANKING & FINANCE	9/26/03	9/26/04
1	it Bond License/Perm	6132234	10,000.00	LLC WASHINGTON MUTUAL FINANCE, LLC	COMPTROLLER OF STATE OF FLORIDA, DEPT OF BANKING & FINANCE	9/26/03	9/26/04
1	it Bond License/Perm	6132235	10,000.00	LLC WASHINGTON MUTUAL FINANCE, LLC	COMPTROLLER OF STATE OF FLORIDA, DEPT OF BANKING & FINANCE	9/26/02	9/26/03
1	it Bond License/Perm	6132236	10,000.00	WASHINGTON MUTUAL, INC. WASHINGTON MUTUAL FINANCE, LLC	COMPTROLLER OF FLORIDA, DEPT. OF BANKING & FINANCE	9/26/03	9/26/04
1	it Bond License/Perm	6132237	10,000.00	LLC WASHINGTON MUTUAL FINANCE, LLC	COMPTROLLER OF STATE OF FLORIDA, DEPT OF BANKING & FINANCE	9/26/03	9/26/04
1	it Bond License/Perm	6132238	10,000.00	LLC WASHINGTON MUTUAL FINANCE, LLC	COMPTROLLER OF STATE OF FLORIDA, DEPT OF BANKING & FINANCE	9/26/03	9/26/04
1	it Bond License/Perm	6132239	10,000.00	LLC WASHINGTON MUTUAL FINANCE, LLC	COMPTROLLER OF FLORIDA, DEPT. OF BANKING & FINANCE	9/26/03	9/26/04
1	it Bond License/Perm	6132240	10,000.00	LLC WASHINGTON MUTUAL FINANCE, LLC	COMPTROLLER OF STATE OF FLORIDA, DEPT OF BANKING & FINANCE	9/26/03	9/26/04
1	it Bond License/Perm	6132241	10,000.00	LLC WASHINGTON MUTUAL FINANCE, LLC	COMPTROLLER OF STATE OF FLORIDA, DEPT OF BANKING & FINANCE	9/26/03	9/26/04
1	it Bond License/Perm	6132242	10,000.00	LLC WASHINGTON MUTUAL FINANCE, LLC	COMPTROLLER OF FLORIDA, DEPT. OF BANKING & FINANCE	9/26/03	9/26/04
1	it Bond License/Perm	6132243	10,000.00	LLC WASHINGTON MUTUAL FINANCE, LLC	COMPTROLLER OF STATE OF FLORIDA, DEPT OF BANKING & FINANCE	9/26/03	9/26/04
1	it Bond License/Perm	6132255	100,000.00	LP WASHINGTON MUTUAL FINANCE OF VIRGINIA, LLC	STATE OF AR, SECURITIES DEPT	10/8/03	10/8/04
1	it Bond License/Perm	6159625	25,000.00	WASHINGTON MUTUAL FINANCE GROUP, LLC	NC COMMISSIONER OF BANKS THE PEOPLE OF THE STATE OF TENNESSEE	4/4/03	4/4/04
1	it Bond License/Perm	6166776	200,000.00	WASHINGTON MUTUAL FINANCE GROUP, LLC	CONNECTICUT DEPARTMENT OF BANKING, CONSUMER CREDIT DIVISION	7/30/03	7/30/04
1	it Bond License/Perm	6166784	40,000.00	Long Beach Mortgage Company		6/3/06	6/3/07
1	it Bond License/Perm	6166799	25,000.00	Long Beach Mortgage Company	NC COMMISSIONER OF BANKS	6/6/06	6/6/07
1	it Bond License/Perm	6166800	150,000.00	Long Beach Mortgage Company	State of Mississippi	9/30/05	9/30/06
1	it Bond License/Perm	6166827	150,000.00	Long Beach Mortgage Company	STATE OF MAINE, BUREAU OF	9/30/04	9/30/06

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	it Bond				CONSUMER CREDIT PROTECTION		
1	License/Perm				STATE OF CALIFORNIA, CONTRACTOR'S		
1	it Bond	6166828	7,500.00	DANNY D. NOLAN	STATE LICENSE BOARD	6/17/04	6/17/05
1	License/Perm				STATE OF CALIFORNIA, CONTRACTOR'S		
1	it Bond	6166832	7,500.00	DANNY D. NOLAN	STATE LICENSE BOARD	6/17/04	6/17/05
1	License/Perm				STATE OF NORTH CAROLINA, OFFICE		
1	it Bond	6174998	150,000.00	WASHINGTON MUTUAL FINANCE	OF THE COMMISSIONER OF BANKS	7/18/03	7/18/04
1	License/Perm				STATE OF NORTH CAROLINA, OFFICE		
1	it Bond	6184529	150,000.00	Long Beach Mortgage Company	OF THE COMMISSIONER OF BANKS	9/18/05	9/18/06
1	License/Perm				STATE OF MISSISSIPPI, DEPT OF		
1	it Bond	6186305	150,000.00	WASHINGTON MUTUAL FINANCE	BANKING & CONSUMER FINANCE	10/1/03	9/30/04
1	License/Perm				STATE OF OK, ADMINISTRATOR OF THE		
1	it Bond	6188827	5,000.00	Long Beach Mortgage Company	DEPT OF CONSUMER CREDIT	11/4/05	11/4/06
1	License/Perm				OKLAHOMA DEPARTMENT OF		
1	it Bond	6188828	1,000.00	Long Beach Mortgage Company	CONSUMER CREDIT	11/4/05	11/4/06
1	License/Perm				OKLAHOMA DEPARTMENT OF		
1	it Bond	6188829	4,000.00	Long Beach Mortgage Company	CONSUMER CREDIT	11/4/05	11/4/06
1	License/Perm						
1	it Bond	6188830	25,000.00	Long Beach Mortgage Company	State of New Hampshire	12/31/06	12/31/07
1	License/Perm				ADMINISTRATOR OF THE DEPARTMENT		
1	it Bond	6188839	5,000.00	WMFC ACCEPTANCE, LLC	OF CONSUMER CREDIT	11/14/03	11/14/04
1	License/Perm				COMMISSIONER OF BANKING OF THE		
1	it Bond	6193543	40,000.00	Long Beach Mortgage Company	STATE OF CONNECTICUT	12/16/05	12/16/06
1	License/Perm				STATE OF CONNETICUT		
1	it Bond	6193595	40,000.00	Long Beach Mortgage Company	COMMISSIONER OF BANKING	2/4/06	2/4/07
1	License/Perm				DIRECTOR OF THE DEPARTMENT OF		
1	it Bond	6199458	25,000.00	WMFC ACCEPTANCE, LLC	FINANCIAL INSTITUTIONS	1/6/03	12/31/03
1	License/Perm				ADMINISTRATOR OF THE DEPARTMENT		
1	it Bond	6202806	1,000.00	Long Beach Mortgage Company	OF CONSUMER CREDIT	2/14/06	2/14/07
1	License/Perm				OKLAHOMA DEPARTMENT OF		
1	it Bond	6202807	1,000.00	Long Beach Mortgage Company	CONSUMER CREDIT	2/14/06	2/14/07
1	License/Perm				COMPTROLLER OF FLORIDA, DEPT OF		
1	it Bond	6222331	200,000.00	WASHINGTON MUTUAL FINANCE, LLC	BANKING & FINANCE	12/31/03	12/31/04
1	License/Perm				CALIFORNIA - CONTRACTORS STATE		
1	it Bond	6228725	12,500.00	JERRY L. FASCINATO INC.	LICENSE BOARD	7/2/08	7/2/09
1	License/Perm				STATE OF CALIFORNIA, CONTRACTOR'S		
1	it Bond	6241591	7,500.00	JERRY L FASCINATO; AHMANSON DEVELOPMENTS, INC.	STATE LICENSE BOARD	10/15/06	10/15/07
1	License/Perm						
1	it Bond	6241664	2,000.00	WASHINGTON MUTUAL BANK, FA	BOROUGH OF SHREWSBURY, N.J.	11/6/07	11/6/09
1	License/Perm						
1	it Bond	6241684	25,000.00	BLAZER FINANCIAL SERVICES, INC	STATE OF NEW MEXICO, FIANNCIAL	11/14/03	11/14/04
1	License/Perm				INSTITUTIONS DIV. REGULATION		
1	it Bond	6241685	25,000.00	Long Beach Mortgage Company	STATE OF NEW MEXICO FINANCIAL	11/17/05	11/17/06
1	License/Perm				INSTITUTIONS DIV REG & LCNSING		
1	it Bond	6255148	200,000.00	WASHINGTON MUTUAL FINANCE, INC.	STATE OF TENNESSEE, DEPT. OF	6/30/04	6/30/05
1	License/Perm				FINANCIAL INSTITUTIONS		
1	it Bond	6255271	50,000.00	WASHINGTON MUTUAL BANK, FA	STATE OF LOUISIANA	2/9/08	2/9/09
1	License/Perm						
1	it Bond	6288514	12,500.00	CRAIG TAYLOR PEOPLES	STATE OF CALIFORNIA.	8/1/08	8/1/09
1	License/Perm				COMMISSIONER OF BANKING OF THE		
1	it Bond	6288515	40,000.00	Long Beach Mortgage Company	STATE OF CONNECTICUT	7/30/05	7/30/06
1	License/Perm				STATE OF MAINE, OFFICE OF		
1	it Bond	6288523	50,000.00	Long Beach Mortgage Company	CONSUMER CREDIT REGULATION	10/1/05	10/1/06
1	License/Perm				STATE OF OKLAHOMA, DEPARTMENT		
1	it Bond	6317497	1,000.00	Long Beach Mortgage Company	OF CONSUMER CREDIT	12/22/05	12/22/06
1	License/Perm				BANKING COMMISSIONER OF THE		
1	it Bond	6342227	40,000.00	Long Beach Mortgage Company	STATE OF CONNECTICUT	6/1/05	9/30/06
1	License/Perm				BANKING COMMISSIONER, STATE OF		
1	it Bond	6342255	40,000.00	Long Beach Mortgage Company	CONNECTICUT	7/1/05	7/1/06
1	License/Perm				BANKING COMMISSIONER OF THE		
1	it Bond	6342288	40,000.00	Long Beach Mortgage Company	STATE OF CONNECTICUT	7/15/05	7/15/06
1	License/Perm				STATE OF MAINE, OFFICE OF		
1	it Bond	6342289	50,000.00	Long Beach Mortgage Company	CONSUMER CREDIT REGULATON	7/15/05	7/15/07
1	License/Perm				STATE OF OKLAHOMA, DEPARTMENT		
1	it Bond	6361642	1,000.00	Long Beach Mortgage Company	OF CONSUMER CREDIT	7/15/05	7/15/06
1	License/Perm						
1	it Bond	6361658	25,000.00	HOME CREST INSURANCE	STATE OF TEXAS	8/3/08	8/3/09
1	License/Perm				STATE OF MAINE, OFFICE OF		
1	it Bond	6361668	50,000.00	Long Beach Mortgage Company	CONSUMER CREDIT REGULATON	8/24/05	9/30/07
1	License/Perm				STATE OF IDAHO, TRANSPORTATION		
1	it Bond	6361680	113,800.00	GERARD J. PLANTE	DEPT., DEPT OF MOTOR VEHICLES	9/13/05	9/13/08
1	License/Perm						
1	it Bond	6361705	9,556.00	VICTOR PORRAS	STATE OF UTAH	9/28/05	9/28/12
1	License/Perm						
1	it Bond	6361706	72,000.00	MINDY BRODSTON	STATE OF UTAH	9/28/05	9/28/12
1	License/Perm				BANKING COMMISSIONER OF THE	11/15/05	11/15/06
1	it Bond	6361721	40,000.00	Long Beach Mortgage Company			

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	it Bond				STATE OF CONNECTICUT, DEPARTMEN*		
1	License/Permit Bond	6361723	50,000.00	Long Beach Mortgage Company	STATE OF MAINE, DIRECTOR OF CONSUMER CREDIT REGULATION	10/28/05	10/28/06
1	License/Permit Bond	6361730	40,000.00	Long Beach Mortgage Company	BANKING COMMISSIONER OF THE STATE OF CONNECTICUT	11/4/05	11/4/06
1	License/Permit Bond	6361738	150,000.00	Long Beach Mortgage Company	GEORGIA DEPARTMENT OF BANKING AND FINANCE	1/1/06	6/30/07
1	License/Permit Bond	6361754	1,000.00	Long Beach Mortgage Company	STATE OF OKLAHOMA, DEPARTMENT OF CONSUMER CREDIT	12/16/05	12/16/06
1	License/Permit Bond	6361762	50,000.00	Long Beach Mortgage Company	STATE OF MAINE, OFFICE OF CONSUMER CREDIT REGULATION	12/21/05	9/30/06
1	License/Permit Bond	6361819	10,000.00	WASHINGTON MUTUAL INSURANCE SERVICES, INC.	STATE OF CALIFORNIA.	5/1/08	5/1/09
1	License/Permit Bond	6423337	10,000.00	FIRST SELECT CORPORATION	STATE OF TEXAS	6/13/08	6/13/09
1	License/Permit Bond	6423338	20,000.00	PROVIDIAN FINANCIAL CORPORATION	STATE OF LOUISIANA	8/1/08	8/1/09
1	License/Permit Bond	6423340	10,000.00	FIRST SELECT CORPORATION	STATE OF TEXAS	8/16/08	8/16/09
1	License/Permit Bond	6423341	50,000.00	WASHINGTON MUTUAL, INC.	STATE OF MISSISSIPPI	12/4/07	12/4/08
376	License/Permit Bond Total		16,732,546.00				
1	Lost Instrument Bond	0621140	93,815.00	WASHINGTON MUTUAL BANK, FA	AMERIGROUP MORTGAGE CORPORATION, A DIVISION OF MORTGAGE	5/19/03	5/19/04
1	Lost Instrument Bond	5771976	249,435.00	HOME SAVINGS OF AMERICA, FACILITY DESIGN & CONSTRUCTION	CITY OF LOS ANGELES, DEPARTMENT OF TRANSPORTATION	8/30/99	8/30/00
1	Lost Instrument Bond	5775677	335,000.00	AMERICAN SAVINGS BANK	CALIFORNIA-EMPLOYMENT DEVELOPMENT DEPARTMENT	10/14/98	10/14/99
1	Lost Instrument Bond	5946449	106,841.00	WASHINGTON MUTUAL, INC	GOVERNMENT NATIONAL MORTGAGE ASSOCIATION(GNMA)XX	10/1/98	10/1/99
1	Lost Instrument Bond	5946450	99,080.00	WASHINGTON MUTUAL, INC	Government National Mortgage Association (GNMA)	10/1/98	10/1/99
1	Lost Instrument Bond	5946451	124,769.00	WASHINGTON MUTUAL, INC	Government National Mortgage Association (GNMA)	10/1/98	10/1/99
1	Lost Instrument Bond	5946452	76,962.00	WASHINGTON MUTUAL, INC	Government National Mortgage Association (GNMA)	10/1/98	10/1/99
1	Lost Instrument Bond	5946453	99,395.00	WASHINGTON MUTUAL, INC	Government National Mortgage Association (GNMA)	10/1/98	10/1/99
1	Lost Instrument Bond	5946454	70,874.00	WASHINGTON MUTUAL, INC	Government National Mortgage Association (GNMA)	10/1/98	10/1/99
1	Lost Instrument Bond	5946455	87,429.00	WASHINGTON MUTUAL, INC	Government National Mortgage Association (GNMA)	10/1/98	10/1/99
1	Lost Instrument Bond	5946456	87,936.00	WASHINGTON MUTUAL, INC	Government National Mortgage Association (GNMA)	10/1/98	10/1/99
1	Lost Instrument Bond	5946457	63,099.00	WASHINGTON MUTUAL, INC	Government National Mortgage Association (GNMA)	10/1/98	10/1/99
1	Lost Instrument Bond	5946458	54,116.00	WASHINGTON MUTUAL, INC	Government National Mortgage Association (GNMA)	10/1/98	10/1/99
1	Lost Instrument Bond	5946459	72,882.00	WASHINGTON MUTUAL, INC	Government National Mortgage Association (GNMA)	10/1/98	10/1/99
1	Lost Instrument Bond	5946460	45,065.00	WASHINGTON MUTUAL, INC	Government National Mortgage Association (GNMA)	10/1/98	10/1/99
1	Lost Instrument Bond	5946461	35,430.00	WASHINGTON MUTUAL, INC	Government National Mortgage Association (GNMA)	10/1/98	10/1/99
1	Lost Instrument Bond	5946462	48,435.00	WASHINGTON MUTUAL, INC	Government National Mortgage Association (GNMA)	10/1/98	10/1/99
1	Bond	6083039	159,409.00	WASHINGTON MUTUAL BANK	CORUS BANK	12/6/00	12/6/01
1	Lost	6083101	2,005.00	JEANNE=WHITE	WASHINGTON MUTUAL, INC.	10/23/00	10/23/01

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Instrument Bond Lost	6113797	277,426.00	WASHINGTON MUTUAL BANK, FA	FLEET BANK, BULL'S HEAD BRANCH	5/10/01	5/10/03
1	Instrument Bond Lost	6114472	92,945.00	WASHINGTON MUTUAL	GOVERNMENT NATIONAL MORTGAGE ASSOCIATION	6/26/01	6/26/02
1	Instrument Bond Lost	6126629	21,000.00	WASHINGTON MUTUAL	PENNAMCO, INC A DELAWARE CORP	7/3/01	7/3/02
1	Instrument Bond Lost	6126630	122,980.00	WASHINGTON MUTUAL, INC.	GOVERNMENT NATIONAL MORTGAGE ASSOCIATION	7/5/01	7/5/02
1	Instrument Bond Lost	6126632	36,967.00	WASHINGTON MUTUAL	MOORE MORTGAGE AND INVESTMENT COMPANY	7/11/01	7/11/02
1	Instrument Bond Lost	6126637	46,035.00	WASHINGTON MUTUAL, INC.	KEYCORP MORTGAGE INC.	7/17/01	7/17/02
1	Instrument Bond Lost	6126644	69,429.00	WASHINGTON MUTUAL	AVSTAR MORTGAGE CORPORATION	7/24/01	7/24/02
1	Instrument Bond Lost	6126645	67,300.00	WASHINGTON MUTUAL, INC.	WM STANWELL COMPANY	7/24/01	7/24/02
1	Instrument Bond Lost	6126650	53,056.00	WASHINGTON MUTUAL	DEPENDABLE MORTGAGE, INC.	7/27/01	7/27/02
1	Instrument Bond Lost	6126659	73,301.00	WASHINGTON MUTUAL, INC.	SOURCE ONE MORTGAGE SERVICES CORPORATION	7/31/01	7/31/02
1	Instrument Bond Lost	6126660	83,110.00	WASHINGTON MUTUAL	HOMESTEAD FUNDING CORP.	7/31/01	7/31/02
1	Instrument Bond Lost	6126661	46,523.00	WASHINGTON MUTUAL	AVSTAR MORTGAGE CORPORATION	7/31/01	7/31/02
1	Instrument Bond Lost	6126662	38,881.00	WASHINGTON MUTUAL	NOTHNAGLE HOME SECURITIES CORP.	7/31/01	7/31/02
1	Instrument Bond Lost	6126663	72,934.00	WASHINGTON MUTUAL	SOURCE ONE MORTGAGE SERVICES CORPORATION	7/31/01	7/31/02
1	Instrument Bond Lost	6126664	55,390.00	WASHINGTON MUTUAL, INC.	SOURCE ONE MORTGAGE SERVICES CORPORATION	7/31/01	7/31/02
1	Instrument Bond Lost	6126665	33,873.00	WASHINGTON MUTUAL	FLEET MORTGAGE COMPANY	7/31/01	7/31/02
1	Instrument Bond Lost	6126666	72,480.00	WASHINGTON MUTUAL	EQUALITY STATE BANK	7/31/01	7/31/02
1	Instrument Bond Lost	6126667	5,559.00	WASHINGTON MUTUAL, INC.	ASSOCIATED-EAST MORTGAGE CO.	7/31/01	7/31/02
1	Instrument Bond Lost	6126669	73,344.00	WASHINGTON MUTUAL, INC.	WESTWOOD ASSOCIATES	7/31/01	7/31/02
1	Instrument Bond Lost	6126672	63,216.00	WASHINGTON MUTUAL, INC.	SOURCE ONE MORTGAGE SERVICES CORPORATION	8/3/01	8/3/02
1	Instrument Bond Lost	6126673	83,968.00	WASHINGTON MUTUAL	REALTY MORTGAGE COMPANY	8/3/01	8/3/02
1	Instrument Bond Lost	6126674	81,937.00	WASHINGTON MUTUAL, INC.	CENTRAL PACIFIC MORTGAGE COMPANY	8/3/01	8/3/02
1	Instrument Bond Lost	6126675	34,928.00	WASHINGTON MUTUAL	WESTERN FEDERAL SAVINGS BANK	8/3/01	8/3/02
1	Instrument Bond Lost	6126676	76,048.00	WASHINGTON MUTUAL	NOTHNAGLE HOME SECURITIES CORP.	8/3/01	8/3/02
1	Instrument Bond Lost	6126677	13,630.00	WASHINGTON MUTUAL	FIREMAN'S FUND MORTGAGE CORPORATION	8/6/01	8/6/02

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6126683	67,260.00	WASHINGTON MUTUAL	COMMONFUND MORTGAGE CORP.	8/8/01	8/8/02
1	Lost Instrument Bond	6126684	43,914.00	WASHINGTON MUTUAL	GATEWAY BANK	8/8/01	8/8/02
1	Lost Instrument Bond	6126685	17,961.00	WASHINGTON MUTUAL	THE MORTGAGE COMPNY OF VIRGINIA	8/8/01	8/8/02
1	Lost Instrument Bond	6126686	6,791.00	WASHINGTON MUTUAL	COUNTRYWIDE FUNDING CORP.	8/8/01	8/8/02
1	Lost Instrument Bond	6126687	15,123.00	WASHINGTON MUTUAL	COUNTRYWIDE FUNDING CORPORATION	8/8/01	8/8/02
1	Lost Instrument Bond	6126688	4,531.00	WASHINGTON MUTUAL	WESTERN PACIFIC FINANCIAL CORP.	8/8/01	8/8/02
1	Lost Instrument Bond	6126689	12,333.00	WASHINGTON MUTUAL	COUNTRYWIDE FUNDING CORPORATION	8/8/01	8/8/02
1	Lost Instrument Bond	6126690	59,373.00	WASHINGTON MUTUAL	SOURCE ONE MORTGAGE SERVICES CORP.	8/9/01	8/9/02
1	Lost Instrument Bond	6126691	84,712.00	WASHINGTON MUTUAL	HOMEOWNERS MORTGAGE ENTERPRISES, INC.	8/10/01	8/10/02
1	Lost Instrument Bond	6126692	141,591.00	WASHINGTON MUTUAL	COMMUNITY MORTGAGE CORPORATION	8/10/01	8/10/02
1	Lost Instrument Bond	6126693	55,418.00	WASHINGTON MUTUAL	MORTGAGE NOW, INC.	8/10/01	8/10/02
1	Lost Instrument Bond	6126694	66,673.00	WASHINGTON MUTUAL	GATEWAY FUNDING DIVERSIFIED MORTGAGE SERVICES L.P.	8/10/01	8/10/02
1	Lost Instrument Bond	6126695	101,469.00	WASHINGTON MUTUAL	GATEWAY FUNDING DIVERSIFIED MORTGAGE SERVICES, L.P.	8/10/01	8/10/02
1	Lost Instrument Bond	6126696	82,855.00	WASHINGTON MUTUAL	GATEWAY FUNDING DIVERSIFIED MORTGAGE SERVICES, L.P.	8/10/01	8/10/02
1	Lost Instrument Bond	6126697	98,215.00	WASHINGTON MUTUAL	GATEWAY FUNDING DIVERSIFIED MORTGAGE SERVICES, L.P.	8/10/01	8/10/02
1	Lost Instrument Bond	6126700	58,704.00	WASHINGTON MUTUAL	SOURCE ONE MORTGAGE SERVICES CORP.	8/13/01	8/13/02
1	Lost Instrument Bond	6126702	42,891.00	WASHINGTON MUTUAL	MORTGAGE AMERICA	8/14/01	8/14/02
1	Lost Instrument Bond	6126709	70,136.00	WASHINGTON MUTUAL, INC.	SOURCE ONE MORTGAGE SERVICES	8/24/01	8/24/02
1	Lost Instrument Bond	6126710	63,236.00	WASHINGTON MUTUAL	SOURCE ONE MORTGAGE SERVICES	8/24/01	8/24/02
1	Lost Instrument Bond	6126714	21,831.00	WASHINGTON MUTUAL	SENTRY MORTGAGE COMPANY	8/24/01	8/24/02
1	Lost Instrument Bond	6126718	250,000.00	WASHINGTON MUTUAL BANK, FA	FLORIDA DEPT. OF STATE, DIV. OF LICENSING	8/31/01	8/31/02
1	Lost Instrument Bond	6132171	17,479.00	WASHINGTON MUTUAL	ABILENE SAVINGS ASSOCIATION	9/10/01	9/10/02
1	Lost Instrument Bond	6132172	42,414.00	WASHINGTON MUTUAL	CITY WIDE MORTGAGE INC	9/10/01	9/10/02
1	Lost Instrument Bond	6132173	51,267.00	WASHINGTON MUTUAL	HINTON MORTGAGE & INVESTMENTS	9/10/01	9/10/02
1	Lost Instrument Bond	6132174	5,842.00	WASHINGTON MUTUAL	ABILENE SAVINGS ASSOCIATION	9/10/01	9/10/02
1	Instrument	6132175	62,875.00	WASHINGTON MUTUAL	1ST INTER CITY MORTGAGE CORP.	9/10/01	9/10/02

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6132176	51,952.00	WASHINGTON MUTUAL	FIRST TENNESSEE BANK NATIONAL ASSOCIATION	9/10/01	9/10/02
1	Bond Lost Instrument	6132177	5,588.00	WASHINGTON MUTUAL	ABILENE SAVINGS ASSOCIATION	9/10/01	9/10/02
1	Bond Lost Instrument	6132178	63,481.00	WASHINGTON MUTUAL	FIRST UNITY MORTGAGE CORP	9/10/01	9/10/02
1	Bond Lost Instrument	6132179	7,090.00	WASHINGTON MUTUAL	ABILENE SAVINGS ASSOCIATION	9/10/01	9/10/02
1	Bond Lost Instrument	6132180	64,025.00	WASHINGTON MUTUAL	LIBERTY NATIONAL MORTGAGE CORP.	9/10/01	9/10/02
1	Bond Lost Instrument	6132181	63,725.00	WASHINGTON MUTUAL	ACCUBANC MORTGAGE CORP	9/10/01	9/10/02
1	Bond Lost Instrument	6132182	75,926.00	WASHINGTON MUTUAL	ACCUBANC MORTGAGE CORP	9/10/01	9/10/02
1	Bond Lost Instrument	6132183	77,012.00	WASHINGTON MUTUAL	INDEPENDENCE MORTGAGE CORP	9/10/01	9/10/02
1	Bond Lost Instrument	6132184	10,351.00	WASHINGTON MUTUAL	ABILENE SAVINGS ASSOCIATION	9/14/01	9/14/02
1	Bond Lost Instrument	6132185	88,686.00	WASHINGTON MUTUAL, INC.	RYLAND MORTGAGE CO.	9/14/01	9/14/02
1	Bond Lost Instrument	6132186	60,569.00	WASHINGTON MUTUAL	INVESTORS SAVINGS BANK F.S.B.	9/14/01	9/14/02
1	Bond Lost Instrument	6132187	47,589.00	WASHINGTON MUTUAL	FIRST TENNESSEE BANK NATIONAL ASSOCIATION	9/14/01	9/14/02
1	Bond Lost Instrument	6132188	115,526.00	WASHINGTON MUTUAL	STANDARD TRUST DEED SERVICE CO., A CALIFORNIA CORP	9/14/01	9/14/02
1	Bond Lost Instrument	6132189	97,064.00	WASHINGTON MUTUAL	FIRST CALIFORNIA MORTGAGE CO.	9/14/01	9/14/02
1	Bond Lost Instrument	6132190	50,644.00	WASHINGTON MUTUAL	BOMAR MORTGAGE ACCEPTANCE CORP	9/14/01	9/14/02
1	Bond Lost Instrument	6132191	49,989.00	WASHINGTON MUTUAL	RYLAND MORTGAGE CO.	9/14/01	9/14/02
1	Bond Lost Instrument	6132192	40,858.00	WASHINGTON MUTUAL	CARL I. BROWN & COMPANY	9/14/01	9/14/02
1	Bond Lost Instrument	6132193	85,589.00	WASHINGTON MUTUAL	MERCURY FINANCIAL INC.	9/14/01	9/14/02
1	Bond Lost Instrument	6132194	53,639.00	WASHINGTON MUTUAL	ACCUBANC MORTGAGE CORP.	9/14/01	9/14/02
1	Bond Lost Instrument	6132195	88,387.00	WASHINGTON MUTUAL	MORTGAGE SERVICE AMERICA CO.	9/14/01	9/14/02
1	Bond Lost Instrument	6132196	7,000.00	WASHINGTON MUTUAL BANK, F.A.	STATE OF WASHINGTON, DEPT. OF LICENSING	9/18/01	9/18/02
1	Bond Lost Instrument	6132200	22,913.00	WASHINGTON MUTUAL	COUNTRYWIDE FUNDING CORP.	9/20/01	9/20/02
1	Bond Lost Instrument	6132202	26,689.00	WASHINGTON MUTUAL	BANK UNITED	9/25/01	9/25/02
1	Bond Lost Instrument	6132203	79,548.00	WASHINGTON MUTUAL	ACCUBANC MORTGAGE CORP.	9/25/01	9/25/02
1	Bond	6132204	57,763.00	WASHINGTON MUTUAL	CENSTAR FINACIAL	9/25/01	9/25/02
1	Lost	6132205	90,488.00	WASHINGTON MUTUAL	MORTGAGE FACTORY, LLC	9/25/01	9/25/02



Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Instrument Bond Lost	6132209	108,474.00	WASHINGTON MUTUAL	MISSION MORTGAGE CORPORATION	9/25/01	9/25/02
1	Instrument Bond Lost	6132210	95,115.00	WASHINGTON MUTUAL	PALMETTO FEDERAL SAVINGS BANK OF SOUTH CAROLINA	9/25/01	9/25/02
1	Instrument Bond Lost	6132249	55,710.00	WASHINGTON MUTUAL	MARYLAND NATIONAL MORTGAGE	10/2/01	10/2/02
1	Instrument Bond Lost	6132250	4,878.00	WASHINGTON MUTUAL	ABILENE SAVINGS ASSOCIATION	10/2/01	10/2/02
1	Instrument Bond Lost	6132252	44,131.00	WASHINGTON MUTUAL	FIRST TENNESSEE BANK NATIONAL ASSOCIATION	10/4/01	10/4/02
1	Instrument Bond Lost	6132253	90,252.00	WASHINGTON MUTUAL	ACCUBANC MORTGAGE CORP.	10/4/01	10/4/02
1	Instrument Bond Lost	6132254	31,162.00	WASHINGTON MUTUAL	AMERICAN NATIONAL MORTGAGE CO., INC.	10/4/01	10/4/02
1	Instrument Bond Lost	6132262	111,777.00	WASHINGTON MUTUAL	THE MORTGAGE CONNECTION L.L.C.	10/11/01	10/11/02
1	Instrument Bond Lost	6132263	94,980.00	WASHINGTON MUTUAL	GOVERNMENT NATIONAL MORTGAGE ASSOCIATION	10/16/01	10/16/02
1	Instrument Bond Lost	6132269	145,535.00	WASHINGTON MUTUAL	GOVERNMENT NATIONAL MORTGAGE ASSOCIATION	10/16/01	10/16/02
1	Instrument Bond Lost	6132550	4,878.00	WASHINGTON MUTUAL	ABILENE SAVINGS ASSOCIATION	10/2/01	10/2/02
1	Instrument Bond Lost	6141801	78,008.00	WASHINGTON MUTUAL	GOVERNMENT NATIONAL MORTGAGE ASSOCIATION	10/16/01	10/16/02
1	Instrument Bond Lost	6141802	155,428.00	WASHINGTON MUTUAL	GOVERNMENT NATIONAL MORTGAGE ASSOCIATION	10/16/01	10/16/02
1	Instrument Bond Lost	6141803	165,358.00	WASHINGTON MUTUAL	GOVERNMENT NATIONAL MORTGAGE ASSOCIATION	10/16/01	10/16/02
1	Instrument Bond Lost	6141806	19,838.00	WASHINGTON MUTUAL	CITIZENS MORTGAGE CORP	10/17/01	10/17/02
1	Instrument Bond Lost	6141807	92,774.00	WASHINGTON MUTUAL	CENTRAL PACIFIC MORTGAGE COMPANY	10/17/01	10/17/02
1	Instrument Bond Lost	6141808	33,167.00	WASHINGTON MUTUAL	SOURCE ONE MORTGAGE SERVICES	10/17/01	10/17/02
1	Instrument Bond Lost	6141821	160,647.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL HOME LOANS, INC.	10/23/01	10/23/02
1	Instrument Bond Lost	6141823	106,597.00	WASHINGTON MUTUAL	EUSTIS MORTGAGE CORPORATION	10/23/01	10/23/02
1	Instrument Bond Lost	6141842	46,153.00	WASHINGTON MUTUAL	NORTHERN CAPITAL CORP	11/1/01	11/1/02
1	Instrument Bond Lost	6141849	44,671.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Instrument Bond Lost	6141850	20,260.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Instrument Bond Lost	6141851	64,282.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Instrument Bond Lost	6141852	73,227.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Instrument Bond	6141853	69,982.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6141854	69,879.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Lost Instrument Bond	6141855	49,912.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Lost Instrument Bond	6141856	58,917.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Lost Instrument Bond	6141857	144,746.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Lost Instrument Bond	6141858	70,391.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Lost Instrument Bond	6141859	63,371.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Lost Instrument Bond	6141860	82,375.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Lost Instrument Bond	6141861	79,334.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Lost Instrument Bond	6141862	104,561.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Lost Instrument Bond	6141863	67,810.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Lost Instrument Bond	6141864	88,944.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Lost Instrument Bond	6141865	69,509.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Lost Instrument Bond	6141866	139,069.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Lost Instrument Bond	6141867	95,726.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Lost Instrument Bond	6141868	101,173.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Lost Instrument Bond	6141869	53,197.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Lost Instrument Bond	6141870	133,532.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Lost Instrument Bond	6141871	89,721.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Lost Instrument Bond	6141872	84,173.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Lost Instrument Bond	6141873	93,777.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Lost Instrument Bond	6141874	117,089.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Lost Instrument Bond	6141875	114,768.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Lost Instrument Bond	6141876	223,698.00	WASHINGTON MUTUAL	GOVERNMENT NATIONAL MORTGAGE ASSOCIATION	11/8/01	11/8/02
1	Lost Instrument Bond	6141877	72,849.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Lost Instrument Bond	6141878	61,440.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Instrument	6141879	62,729.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6141880	67,454.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6141881	142,878.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6141882	76,607.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6141883	52,553.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6141884	64,036.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6141885	137,420.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6141886	90,247.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6141887	85,984.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6141888	75,065.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6141889	76,579.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6141890	111,427.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6141891	61,221.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6141892	79,967.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6141893	100,200.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6141894	61,524.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6141895	77,390.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6141896	114,312.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6141897	70,613.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6141898	159,883.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6141899	93,574.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6141900	90,574.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6142021	107,955.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6142022	58,070.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6142023	94,378.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond	6142024	196,151.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Lost	6142025	121,539.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Instrument Bond Lost	6142026	54,720.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Instrument Bond Lost	6142027	52,055.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Instrument Bond Lost	6142028	39,695.00	WASHINGTON MUTUAL	CHASE MORTGAGE AMERICA	11/5/01	11/5/02
1	Instrument Bond Lost	6142029	170,970.00	WASHINGTON MUTUAL	GOVERNMENT NATIONAL MORTGAGE ASSOCIATION	11/8/01	11/8/02
1	Instrument Bond Lost	6142030	84,835.00	WASHINGTON MUTUAL	GOVERNMENT NATIONAL MORTGAGE ASSOCIATION	11/8/01	11/8/02
1	Instrument Bond Lost	6142031	129,498.00	WASHINGTON MUTUAL	GOVERNMENT NATIONAL MORTGAGE ASSOCIATION	11/8/01	11/8/02
1	Instrument Bond Lost	6142032	60,792.00	WASHINGTON MUTUAL	GOVERNMENT NATIONAL MORTGAGE ASSOCIATION	11/8/01	11/8/02
1	Instrument Bond Lost	6142033	68,863.00	WASHINGTON MUTUAL	GOVERNMENT NATIONAL MORTGAGE ASSOCIATION	11/8/01	11/8/02
1	Instrument Bond Lost	6142034	132,907.00	WASHINGTON MUTUAL	GOVERNMENT NATIONAL MORTGAGE ASSOCIATION	11/8/01	11/8/02
1	Instrument Bond Lost	6142035	100,690.00	WASHINGTON MUTUAL	GOVERNMENT NATIONAL MORTGAGE ASSOCIATION	11/8/01	11/8/02
1	Instrument Bond Lost	6142036	157,975.00	WASHINGTON MUTUAL	GOVERNMENT NATIONAL MORTGAGE ASSOCIATION	11/8/01	11/8/02
1	Instrument Bond Lost	6142037	160,008.00	WASHINGTON MUTUAL	GOVERNMENT NATIONAL MORTGAGE ASSOCIATION	11/8/01	11/8/02
1	Instrument Bond Lost	6142056	32,500.00	WASHINGTON MUTUAL	MORTGAGE MATTERS, INC.	11/28/01	11/28/02
1	Instrument Bond Lost	6142057	95,147.00	WASHINGTON MUTUAL	FIRST CITY MORTGAGE, INC.	11/28/01	11/28/02
1	Instrument Bond Lost	6142058	98,172.00	WASHINGTON MUTUAL, INC.	FIRST NATIONAL HOME FINANCE CORP.	11/28/01	11/28/02
1	Instrument Bond Lost	6142059	143,160.00	WASHINGTON MUTUAL	HOMEBANC MTG. CORP.	11/28/01	11/28/02
1	Instrument Bond Lost	6142060	160,839.00	WASHINGTON MUTUAL	FIRST MAGNUS FINANCIAL DBA CHARTER FUNDING	11/28/01	11/28/02
1	Instrument Bond Lost	6142061	113,738.00	WASHINGTON MUTUAL, INC.	FLEET NATIONAL BANK	11/28/01	11/28/02
1	Instrument Bond Lost	6142062	103,870.00	WASHINGTON MUTUAL, INC.	GATEWAY FUNDING DIVERSIFIED MTG SERVICES	11/28/01	11/28/02
1	Instrument Bond Lost	6142063	77,592.00	WASHINGTON MUTUAL	FLEET NATIONAL BANK	11/28/01	11/28/02
1	Instrument Bond Lost	6142064	93,101.00	WASHINGTON MUTUAL	AMERICAN SECURITY MORTGAGE CORP.	11/28/01	11/28/02
1	Instrument Bond Lost	6142083	54,281.00	WASHINGTON MUTUAL	SILVER STATE FINANCIAL SERVICES DBA SILVER STATE MORTGAGE,	12/7/01	12/7/02
1	Instrument Bond Lost	6142120	103,700.00	WASHINGTON MUTUAL	GARDEN STATE MORTGAGE	12/28/01	12/28/02
1	Instrument Bond Lost	6142130	164,730.00	WASHINGTON MUTUAL	PREMIER MORTGAGE GROUP	1/9/02	1/9/03
1	Instrument Bond	6142131	82,009.00	WASHINGTON MUTUAL	WHOLESALE CAPITAL CORP.	1/10/02	1/10/03

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6142132	74,383.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL HOME LOANS, INC.	1/15/02	1/15/03
1	Lost Instrument Bond	6142133	172,930.00	WASHINGTON MUTUAL	CITIZENS FIRST MORTGAGE CORP.	1/10/02	1/10/03
1	Lost Instrument Bond	6142134	63,832.00	WASHINGTON MUTUAL	SKYLINE FUNDING	1/10/02	1/10/03
1	Lost Instrument Bond	6142135	79,436.00	WASHINGTON MUTUAL	MORTGAGE INVESTORS CORP.	1/10/02	1/10/03
1	Lost Instrument Bond	6142136	90,406.00	WASHINGTON MUTUAL	SOURCE ONE MORTGAGE SERVICES CORP.	1/10/02	1/10/03
1	Lost Instrument Bond	6142137	137,108.00	WASHINGTON MUTUAL	HALLMARK GOVERNMENT MORTGAGE	1/10/02	1/10/03
1	Lost Instrument Bond	6142138	147,394.00	WASHINGTON MUTUAL	KMC MORTGAGE CO.	1/10/02	1/10/03
1	Lost Instrument Bond	6142139	58,242.00	WASHINGTON MUTUAL	HOMESTEAD FUNDING CORP.	1/10/02	1/10/03
1	Lost Instrument Bond	6142140	123,975.00	WASHINGTON MUTUAL	FIRST HOME ACCEPTANCE	1/10/02	1/10/03
1	Lost Instrument Bond	6142147	110,600.00	WASHINGTON MUTUAL	SOURCE ONE MORTGAGE SERVICES CORPORATION	1/15/02	1/15/03
1	Lost Instrument Bond	6142148	51,345.00	WASHINGTON MUTUAL	MASON-MCDUFFIE MORTGAGE CORPORATION	1/15/02	1/15/03
1	Lost Instrument Bond	6142149	105,711.00	WASHINGTON MUTUAL	BRUCHA MORTGAGE BANKERS CORP	1/15/02	1/15/03
1	Lost Instrument Bond	6142150	59,742.00	WASHINGTON MUTUAL	CITIFIED DIVERSIFIED, INC.	1/15/02	1/15/03
1	Lost Instrument Bond	6142151	38,956.00	WASHINGTON MUTUAL	IN-HOME LENDER, INC.	1/15/02	1/15/03
1	Lost Instrument Bond	6142153	124,904.00	WASHINGTON MUTUAL	MOUNTAIN WEST BANK OF HELENA	1/16/02	1/16/03
1	Lost Instrument Bond	6142154	167,302.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL HOME LOANS INC.	1/16/02	1/16/03
1	Lost Instrument Bond	6142155	100,045.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL HOME LOANS INC.	1/16/02	1/16/03
1	Lost Instrument Bond	6142156	127,468.00	WASHINGTON MUTUAL, INC.	FIRSTCITY MORTGAGE INC.	1/16/02	1/16/03
1	Lost Instrument Bond	6142157	153,778.00	WASHINGTON MUTUAL	COMMUNITY MORTGAGE CORPORATION	1/16/02	1/16/03
1	Lost Instrument Bond	6142158	113,900.00	WASHINGTON MUTUAL	NETFIRST MORTGAGE.NET	1/16/02	1/16/03
1	Lost Instrument Bond	6142159	293,145.00	WASHINGTON MUTUAL	CAMBRIDGE HOME CAPITAL LLC	1/16/02	1/16/03
1	Lost Instrument Bond	6142160	65,628.00	WASHINGTON MUTUAL	TRANSLAND FINANCIAL SERVICES, INC.	1/16/02	1/16/03
1	Lost Instrument Bond	6142161	167,665.00	WASHINGTON MUTUAL	BUDGET MORTGAGE BANKERS LTD	1/16/02	1/16/03
1	Lost Instrument Bond	6142162	124,058.00	WASHINGTON MUTUAL	HomeBANC MORTGAGE CORP	1/16/02	1/16/03
1	Lost Instrument Bond	6142163	132,479.00	WASHINGTON MUTUAL	TRANSLAND FINANCIAL SERVICES INC.	1/16/02	1/16/03
1	Instrument	6142164	185,140.00	WASHINGTON MUTUAL	PROFESSIONAL MORTGAGE	1/16/02	1/16/03

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6142165	142,273.00	WASHINGTON MUTUAL	PROFESSIONAL MORTGAGE	1/16/02	1/16/03
1	Bond Lost Instrument	6142166	120,118.00	WASHINGTON MUTUAL	TRANSLAND FINANCIAL SERVICES INC.	1/16/02	1/16/03
1	Bond Lost Instrument	6142167	131,881.00	WASHINGTON MUTUAL	FARMERS AND MERCHANTS BANK	1/16/02	1/16/03
1	Bond Lost Instrument	6142168	124,368.00	WASHINGTON MUTUAL	FIRST NATIONAL BANK OF COLORADO	1/16/02	1/16/03
1	Bond Lost Instrument	6142173	103,828.00	WASHINGTON MUTUAL	STRATFORD FUNDING INCORPORATED	1/23/02	1/23/03
1	Bond Lost Instrument	6142174	155,148.00	WASHINGTON MUTUAL	PEOPLE'S MORTGAGE CORPORATION	1/24/02	1/24/03
1	Bond Lost Instrument	6142176	251,031.00	WASHINGTON MUTUAL, INC.	HOME LOAN MORTGAGE CORPORATION	1/24/02	1/24/03
1	Bond Lost Instrument	6142177	85,669.00	WASHINGTON MUTUAL	FAMILY HOME MORTGAGE CORP.	1/24/02	1/24/03
1	Bond Lost Instrument	6142178	84,902.00	WASHINGTON MUTUAL	GUARANTY TRUST CO.	1/24/02	1/24/03
1	Bond Lost Instrument	6142188	122,698.00	WASHINGTON MUTUAL	STERLING BANK, FSB	2/4/02	2/4/03
1	Bond Lost Instrument	6142189	121,678.00	WASHINGTON MUTUAL	AMERICA STATES MTG.	2/4/02	2/4/03
1	Bond Lost Instrument	6142190	176,610.00	WASHINGTON MUTUAL	HOMEAMERICAN MORTGAGE CORPORATION	2/4/02	2/4/03
1	Bond Lost Instrument	6142193	161,449.00	WASHINGTON MUTUAL	MORTGAGE CAPITAL FINANCIAL SERVICES, INC.	2/7/02	7/7/03
1	Bond Lost Instrument	6142194	67,809.00	WASHINGTON MUTUAL	SEA BREEZE FINANCIAL SERVICES, INC.	2/25/02	2/25/03
1	Bond Lost Instrument	6142195	55,468.00	WASHINGTON MUTUAL	UNITED LENDING PARTNERS	2/25/02	2/25/03
1	Bond Lost Instrument	6142196	173,672.00	WASHINGTON MUTUAL	KAUFMAN & BROAD	2/25/02	2/25/03
1	Bond Lost Instrument	6142197	82,755.00	WASHINGTON MUTUAL	AMERIGROUP MORTGAGE	2/25/02	2/25/03
1	Bond Lost Instrument	6142198	174,104.00	WASHINGTON MUTUAL	AMERIGROUP MORTGAGE	2/25/02	2/25/03
1	Bond Lost Instrument	6142200	80,644.00	WASHINGTON MUTUAL	DIVERSE AMERICAN MORTGAGE COMPANY	2/25/02	2/25/03
1	Bond Lost Instrument	6142202	138,222.00	WASHINGTON MUTUAL	WESTMINSTER MORTGAGE CORPORATION	2/26/02	2/26/03
1	Bond Lost Instrument	6142203	82,781.00	WASHINGTON MUTUAL	WESTMINSTER MORTGAGE CORPORATION HALLMARK GOVERNMENT MORTGAGE, INC., A WASHINGTON CORPORATION	2/26/02	2/26/03
1	Bond Lost Instrument	6142204	162,692.00	WASHINGTON MUTUAL	HOME LOAN CORPORATION DBA EXPANDED MORTGAGE	3/1/02	3/1/03
1	Bond Lost Instrument	6142208	75,533.00	WASHINGTON MUTUAL	FINANCIAL SOLUTIONS OF INDIANA, INC.	3/1/02	3/1/03
1	Bond	6142210	149,650.00	WASHINGTON MUTUAL	HOME LOAN CORPORATION	3/1/02	3/1/03
1	Lost	6142211	114,227.00	WASHINGTON MUTUAL	HOME LOAN CORPORATION	3/1/02	3/1/03

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Instrument Bond Lost	6142221	118,568.00	WASHINGTON MUTUAL	PRIMARY RESIDENTIAL MORTGAGE, INC.	2/8/02	2/8/03
1	Instrument Bond Lost	6142222	97,001.00	WASHINGTON MUTUAL	UNITED LENDING PARTNERS, LTD	2/8/02	2/8/03
1	Instrument Bond Lost	6142223	107,474.00	WASHINGTON MUTUAL	WESTMINSTER MORTGAGE CORPORATION	2/8/02	2/8/03
1	Instrument Bond Lost	6142224	134,059.00	WASHINGTON MUTUAL	DAVID MORTGAGE, INC. DBA BARNACLO HOME LOANS	2/8/02	2/8/03
1	Instrument Bond Lost	6142225	141,291.00	WASHINGTON MUTUAL	PREMIER MORTGAGE GROUP, LLC	2/8/02	2/8/03
1	Instrument Bond Lost	6142226	153,833.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS, INC.	2/8/02	2/8/03
1	Instrument Bond Lost	6142227	145,119.00	WASHINGTON MUTUAL	PROFESSIONAL MORTGAGE PARTNERS, INC.	2/8/02	2/8/03
1	Instrument Bond Lost	6142228	90,634.00	WASHINGTON MUTUAL	ROCKY MOUNTAIN MORTGAGE COMPANY	2/8/02	2/8/03
1	Instrument Bond Lost	6142229	83,064.00	WASHINGTON MUTUAL	AMERICAN WESTERN MORTGAGE COMPANY OF COLORADO	2/8/02	2/8/03
1	Instrument Bond Lost	6142230	88,498.00	WASHINGTON MUTUAL	AURORA FINANCIAL GROUP, INC.	2/8/02	2/8/03
1	Instrument Bond Lost	6142231	129,489.00	WASHINGTON MUTUAL	CONSUMER HOME MORTGAGE, INC.	2/8/02	2/8/03
1	Instrument Bond Lost	6142232	93,587.00	WASHINGTON MUTUAL	COASTAL MORTGAGE SERVICES, INC.	2/8/02	2/8/03
1	Instrument Bond Lost	6142233	181,563.00	WASHINGTON MUTUAL	PHM FINANCIAL INCORPORATED DBA PROFESSIONAL HOME MORTGAGE	2/8/02	2/8/03
1	Instrument Bond Lost	6142234	90,322.00	WASHINGTON MUTUAL	AMERICAN TRUST MORTGAGE BANKERS, INC.	2/8/02	2/8/03
1	Instrument Bond Lost	6142235	68,351.00	WASHINGTON MUTUAL	GREAT COUNTRY MORTGAGE BANKERS CORP.	2/8/02	2/8/03
1	Instrument Bond Lost	6142236	141,554.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS, INC.	2/8/02	2/8/03
1	Instrument Bond Lost	6142237	103,340.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	2/8/02	2/8/03
1	Instrument Bond Lost	6142238	146,170.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS, INC.	2/8/02	2/8/03
1	Instrument Bond Lost	6142239	93,212.00	WASHINGTON MUTUAL	SUN MORTGAGE COMPANY, LLC	2/8/02	2/8/03
1	Instrument Bond Lost	6142240	160,156.00	WASHINGTON MUTUAL	WFS MORTGAGE SERVICES, INC.	2/8/02	2/8/03
1	Instrument Bond Lost	6142241	180,970.00	WASHINGTON MUTUAL	MORTGAGE FINANCIAL SERVICES, INC.	2/8/02	2/8/03
1	Instrument Bond Lost	6142242	188,228.00	WASHINGTON MUTUAL	AMERICAN FINANCIAL FUNDING CORP	2/8/02	2/8/03
1	Instrument Bond Lost	6142245	49,944.00	WASHINGTON MUTUAL	PULASKI MORTGAGE COMPANY	2/12/02	2/12/03
1	Instrument Bond Lost	6142246	66,500.00	WASHINGTON MUTUAL	SCHAEFER MORTGAGE CORPORATION	2/12/02	2/12/03
1	Instrument Bond Lost	6142247	88,511.00	WASHINGTON MUTUAL	RESERVE MORTGAGE INVESTMENT, L.L.C.	2/12/02	2/12/03

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6142248	114,404.00	WASHINGTON MUTUAL	WESTMINSTER MORTGAGE CORPORATION	2/8/02	2/8/03
1	Lost Instrument Bond	6142250	82,603.00	WASHINGTON MUTUAL	FOOTHILL FUNDING GROUP, INC.	2/14/02	2/14/03
1	Lost Instrument Bond	6142251	126,004.00	WASHINGTON MUTUAL	WESTMINSTER MORTGAGE CORPORATION	2/14/02	2/14/03
1	Lost Instrument Bond	6142252	117,435.00	WASHINGTON MUTUAL	WESTMINSTER MORTGAGE CORPORATION	2/14/02	2/14/03
1	Lost Instrument Bond	6142253	146,958.00	WASHINGTON MUTUAL	HOME Banc MORTGAGE CO.	2/19/02	2/19/03
1	Lost Instrument Bond	6142254	3,982.00	WASHINGTON MUTUAL	SOURCE ONE MORTGAGE SERVICES CORP.	2/19/02	2/19/03
1	Lost Instrument Bond	6142255	168,850.00	WASHINGTON MUTUAL	IDEAL MORTGAGE BANKERS	2/19/02	2/19/03
1	Lost Instrument Bond	6142256	123,746.00	WASHINGTON MUTUAL	KAUFMAN & BROAD	2/19/02	2/19/03
1	Lost Instrument Bond	6142257	115,193.00	WASHINGTON MUTUAL	MARBLE, GEORGE & MCGINLEY, INC.	2/19/02	2/19/03
1	Lost Instrument Bond	6142258	138,735.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL HOME LOANS, INC.	2/19/02	2/19/03
1	Lost Instrument Bond	6142259	72,598.00	WASHINGTON MUTUAL	FLEET NATIONAL BANK	2/19/02	2/19/03
1	Lost Instrument Bond	6142260	192,617.00	WASHINGTON MUTUAL	FLEET NATIONAL BANK	2/19/02	2/19/03
1	Lost Instrument Bond	6142261	55,083.00	WASHINGTON MUTUAL	DIVERSIFIED MORTGAGE COMPANY, INC.	2/20/02	2/20/03
1	Lost Instrument Bond	6142267	126,826.00	WASHINGTON MUTUAL	UNITED LENDING PARTNERS, LTD	2/22/02	2/22/03
1	Lost Instrument Bond	6142268	104,300.00	WASHINGTON MUTUAL	WISCONSIN MORTGAGE CORPORATION	2/25/02	2/25/03
1	Lost Instrument Bond	6142269	60,585.00	WASHINGTON MUTUAL	FLEET REAL ESTATE FUNDING	2/25/02	2/25/03
1	Lost Instrument Bond	6142270	122,739.00	WASHINGTON MUTUAL	ADOBE FINANCIAL CORPORATION	2/25/02	2/25/03
1	Lost Instrument Bond	6142273	112,110.00	WASHINGTON MUTUAL	IVANHOE FINANCIAL, INC.	3/11/02	3/11/03
1	Lost Instrument Bond	6142274	149,814.00	WASHINGTON MUTUAL, INC.	KAUFMAN & BROAD	3/11/02	3/11/03
1	Lost Instrument Bond	6142275	174,988.00	WASHINGTON MUTUAL	ARK MORTGAGE	3/11/02	3/11/03
1	Lost Instrument Bond	6142276	88,234.00	WASHINGTON MUTUAL	SYNERGY MORTGAGE	3/11/02	3/11/03
1	Lost Instrument Bond	6142277	123,716.00	WASHINGTON MUTUAL	BUDGET MORTGAGE BANKERS	3/11/02	3/11/03
1	Lost Instrument Bond	6142278	132,589.00	WASHINGTON MUTUAL	HARTFORD FUNDING	3/11/02	3/11/03
1	Lost Instrument Bond	6142279	145,262.00	WASHINGTON MUTUAL	HOME Banc MORTGAGE CORPORATION	3/11/02	3/11/03
1	Lost Instrument Bond	6142280	84,000.00	WASHINGTON MUTUAL	BIRMINGHAM BANCORP MORTGAGE CORPORATION	3/6/02	3/6/03
1	Instrument	6142281	63,993.00	WASHINGTON MUTUAL	CARLTON MORTGAGE SERVICES, INC.	3/6/02	3/6/03



Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6142282	69,426.00	WASHINGTON MUTUAL	TOWNE & COUNTRY MORTGAGE CORP.	3/6/02	3/6/03
1	Bond Lost Instrument	6142283	82,702.00	WASHINGTON MUTUAL	CREST MORTGAGE COMPANY	3/6/02	3/6/03
1	Bond Lost Instrument	6142284	104,700.00	WASHINGTON MUTUAL	FIRST PREFERRED MORTGAGE CO.	3/6/02	3/6/03
1	Bond Lost Instrument	6142317	70,385.00	WASHINGTON MUTUAL	ACCEPTANCE MORTGAGE	3/26/02	3/26/03
1	Bond Lost Instrument	6142318	127,740.00	WASHINGTON MUTUAL	PREMIER MORTGAGE GROUP, LLC	3/27/02	3/27/03
1	Bond Lost Instrument	6159551	91,825.00	WASHINGTON MUTUAL	HOMESTAR MORTGAGE SERVICES	3/11/02	3/11/03
1	Bond Lost Instrument	6159552	150,070.00	WASHINGTON MUTUAL	FIRST MAGNUS FINANCIAL CORPORATION	3/13/02	3/13/03
1	Bond Lost Instrument	6159553	155,349.00	WASHINGTON MUTUAL	AMERICAN RESIDENTIAL MORTGAGE CORP.	3/11/02	3/11/03
1	Bond Lost Instrument	6159554	156,484.00	WASHINGTON MUTUAL	U.S. MORTGAGE FINANCE CORP.	3/11/02	3/11/03
1	Bond Lost Instrument	6159555	152,563.00	WASHINGTON MUTUAL	U.S. FINANCIAL MORTGAGE CORP.	3/11/02	3/11/03
1	Bond Lost Instrument	6159556	221,359.00	WASHINGTON MUTUAL	EXECUTIVE MORTGAGE GROUP	3/11/02	3/11/03
1	Bond Lost Instrument	6159557	68,632.00	WASHINGTON MUTUAL	UNION BANCSHARES MORTGAGE CORP.	3/11/02	3/11/03
1	Bond Lost Instrument	6159558	188,057.00	WASHINGTON MUTUAL	MILESTONE MORTGAGE CORPORATION	3/11/02	3/11/03
1	Bond Lost Instrument	6159559	88,877.00	WASHINGTON MUTUAL	PRIME MORTGAGE USA, INC.	3/11/02	3/11/03
1	Bond Lost Instrument	6159560	163,688.00	WASHINGTON MUTUAL	GOLDEN EMPIRE MORTGAGE, INC.	3/13/02	3/13/03
1	Bond Lost Instrument	6159561	100,326.00	WASHINGTON MUTUAL	CARLTON MORTGAGE SERVICES, INC.	3/13/02	3/13/03
1	Bond Lost Instrument	6159562	86,490.00	WASHINGTON MUTUAL	SOURCE ONE MORTGAGE SERVICES	3/13/02	3/13/03
1	Bond Lost Instrument	6159563	60,763.00	WASHINGTON MUTUAL	BIRMINGHAM BANCORP MORTGAGE CORPORATION	3/13/02	3/13/03
1	Bond Lost Instrument	6159564	73,080.00	WASHINGTON MUTUAL	CREST MORTGAGE COMPANY	3/13/02	3/13/03
1	Bond Lost Instrument	6159565	88,203.00	WASHINGTON MUTUAL	FREEDOM MORTGAGE CORPORATION	3/13/02	3/13/03
1	Bond Lost Instrument	6159566	47,450.00	WASHINGTON MUTUAL	MAC-CLAIR MORTGAGE CORPORATION	3/13/02	3/13/03
1	Bond Lost Instrument	6159567	140,871.00	WASHINGTON MUTUAL	CREST MORTGAGE COMPANY	3/13/02	3/13/03
1	Bond Lost Instrument	6159568	52,702.00	WASHINGTON MUTUAL	FLEET NATIONAL BANK	3/13/02	3/13/03
1	Bond Lost Instrument	6159569	61,852.00	WASHINGTON MUTUAL	FLEET NATIONAL BANK	3/13/02	3/13/03
1	Bond	6159570	160,782.00	WASHINGTON MUTUAL	TURNER MORTGAGE CO.	3/13/02	3/13/03
1	Lost	6159571	112,511.00	WASHINGTON MUTUAL	FLEET MORTGAGE	3/13/02	3/13/03

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
	Instrument						
	Bond						
	Lost						
1	Instrument						
	Bond	6159572	55,500.00	WASHINGTON MUTUAL	AMERICAN HOME LOANS	3/13/02	3/13/03
	Lost						
1	Instrument						
	Bond	6159573	163,300.00	WASHINGTON MUTUAL	LA SALLE MORTGAGE COMPANY, INC.	3/13/02	3/13/03
	Lost						
1	Instrument						
	Bond	6159574	32,311.00	WASHINGTON MUTUAL	COMMUNITY MORTGAGE SERVICES, INC.	3/13/02	3/13/03
	Lost						
1	Instrument						
	Bond	6159575	195,554.00	WASHINGTON MUTUAL	FLEET MORTGAGE	3/22/02	3/22/03
	Lost						
1	Instrument						
	Bond	6159576	74,350.00	WASHINGTON MUTUAL	DIVERSIFIED MORTGAGE	3/20/02	3/20/03
	Lost						
1	Instrument						
	Bond	6159577	99,216.00	WASHINGTON MUTUAL	FREEDOM MORTGAGE CORPORATION	3/20/02	3/20/03
	Lost						
1	Instrument						
	Bond	6159578	71,379.00	WASHINGTON MUTUAL	CREST MORTGAGE COMPANY	3/20/02	3/20/03
	Lost						
1	Instrument						
	Bond	6159579	177,493.00	WASHINGTON MUTUAL	MORTGAGE NOW, INC.	3/20/02	3/20/03
	Lost						
1	Instrument						
	Bond	6159580	56,332.00	WASHINGTON MUTUAL	FIRST COMMUNITY BANK, N.A.	3/20/02	3/20/03
	Lost						
1	Instrument						
	Bond	6159581	83,465.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL HOME LOANS, INC.	3/21/02	3/21/03
	Lost						
1	Instrument						
	Bond	6159582	124,617.00	WASHINGTON MUTUAL	CREST MORTGAGE COMPANY	3/21/02	3/21/03
	Lost						
1	Instrument						
	Bond	6159583	86,250.00	WASHINGTON MUTUAL	BIRMINGHAM BANCORP MORTGAGE CORPORATION	3/21/02	3/21/03
	Lost						
1	Instrument						
	Bond	6159584	92,638.00	WASHINGTON MUTUAL	BIRMINGHAM BANCORP MORTGAGE CORPORATION	3/21/02	3/21/03
	Lost						
1	Instrument						
	Bond	6159585	171,581.00	WASHINGTON MUTUAL	FIRST EQUITY MORTGAGE, INC.	3/20/02	3/20/03
	Lost						
1	Instrument						
	Bond	6159586	96,576.00	WASHINGTON MUTUAL	SOUTHLAND MORTGAGE COMPANY LLC	3/21/02	3/21/03
	Lost						
1	Instrument						
	Bond	6159587	141,775.00	WASHINGTON MUTUAL	MERCURY MORTGAGE CO. INC.	3/21/02	3/21/03
	Lost						
1	Instrument						
	Bond	6159588	97,724.00	WASHINGTON MUTUAL	MERCURY MORTGAGE CO., INC.	3/21/02	3/21/03
	Lost						
1	Instrument						
	Bond	6159589	157,771.00	WASHINGTON MUTUAL	MORTGAGE STREAM FINACIAL SERVICES, LLC	3/21/02	3/21/03
	Lost						
1	Instrument						
	Bond	6159590	106,058.00	WASHINGTON MUTUAL	TRANSLAND FINANCIAL SERVICES, INC.	3/22/01	3/22/03
	Lost						
1	Instrument						
	Bond	6159591	123,600.00	WASHINGTON MUTUAL	PROVIDENT BANK	3/22/02	3/22/03
	Lost						
1	Instrument						
	Bond	6159592	85,167.00	WASHINGTON MUTUAL	UNITED LENDING PARTNERS, LTD.	3/26/02	3/26/03
	Lost						
1	Instrument						
	Bond	6159593	142,588.00	WASHINGTON MUTUAL	WESTMINSTER MORTGAGE CORPORATION	4/3/02	4/3/03
	Lost						
1	Instrument						
	Bond	6159594	112,088.00	WASHINGTON MUTUAL	WESTMINSTER MORTGAGE CORPORATION	4/1/02	4/1/03
	Lost						
1	Instrument						
	Bond	6159595	110,763.00	WASHINGTON MUTUAL	PHM FINANCIAL INCORPORATED DBA PROFESSIONAL HOME MORTGAGE	4/1/02	4/1/03
	Lost						
1	Instrument						
	Bond	6159596	148,578.00	WASHINGTON MUTUAL	HOME LOAN CORPORATION	4/1/02	4/1/03

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6159597	38,488.00	WASHINGTON MUTUAL	NORSTAR MORTGAGE CORPORATION	4/1/02	4/1/03
1	Lost Instrument Bond	6159598	35,167.00	WASHINGTON MUTUAL	NORSTAR MORTGAGE CORPORATION	4/1/02	4/1/03
1	Lost Instrument Bond	6159599	137,735.00	WASHINGTON MUTUAL	FREEDOM MORTGAGE CORPORATION	4/1/02	4/1/03
1	Lost Instrument Bond	6159600	136,550.00	WASHINGTON MUTUAL	COMMUNITY MORTGAGE CORP.	4/1/02	4/1/03
1	Lost Instrument Bond	6159616	86,229.00	WASHINGTON MUTUAL	NORTH SHORE BANK OF COMMERCE	4/1/02	4/1/03
1	Lost Instrument Bond	6159617	93,773.00	WASHINGTON MUTUAL	WESTMINSTER MORTGAGE CORPORATION	4/3/02	4/3/03
1	Lost Instrument Bond	6159618	96,838.00	WASHINGTON MUTUAL	CUNNINGHAM AND COMPANY	4/3/02	4/3/03
1	Lost Instrument Bond	6159619	133,801.00	WASHINGTON MUTUAL	UNITY MORTGAGE CORP.	4/3/02	4/3/03
1	Lost Instrument Bond	6159620	114,251.00	WASHINGTON MUTUAL	MORTGAGE STREAM FINANCIAL SERVICES, LLC	4/3/02	4/3/03
1	Lost Instrument Bond	6159621	59,529.00	WASHINGTON MUTUAL	THOMAS POINT MORTGAGE, INC.	4/3/02	4/3/03
1	Lost Instrument Bond	6159622	133,980.00	WASHINGTON MUTUAL	PENNSYLVANIA PREFERRED MORTGAGE COMPANY INC.	4/3/02	4/3/03
1	Lost Instrument Bond	6159623	83,686.00	WASHINGTON MUTUAL	PROFESSIONAL MORTGAGE PARTNERS, INC.	4/3/02	4/3/03
1	Lost Instrument Bond	6159624	176,689.00	WASHINGTON MUTUAL	PROFESSIONAL HOME MORTGAGE	4/3/02	4/3/03
1	Lost Instrument Bond	6163324	151,470.00	WASHINGTON MUTUAL	FIRST GUARANTY MORTGAGE COMPANY	4/15/02	4/15/03
1	Lost Instrument Bond	6163325	100,586.00	WASHINGTON MUTUAL	CENTRAL ILLINOIS BANK MCLEAN COUNTY	4/15/02	4/15/03
1	Lost Instrument Bond	6163326	108,300.00	WASHINGTON MUTUAL	BIRMINGHAM BANCORP MORTGAGE CORPORATION	4/15/02	4/15/03
1	Lost Instrument Bond	6163327	134,741.00	WASHINGTON MUTUAL	FREEDOM MORTGAGE CORPORATION	4/15/02	4/15/03
1	Lost Instrument Bond	6163328	124,083.00	WASHINGTON MUTUAL	CREST MORTGAGE COMPANY	4/15/02	4/15/03
1	Lost Instrument Bond	6163329	46,233.00	WASHINGTON MUTUAL	FREEDOM MORTGAGE CORPORATION	4/15/02	4/15/03
1	Lost Instrument Bond	6163330	113,223.00	WASHINGTON MUTUAL	FREEDOM MORTGAGE CORPORATION	4/15/02	4/15/03
1	Lost Instrument Bond	6163331	79,291.00	WASHINGTON MUTUAL	CENTRAL ILLINOIS BANK MCLEAN COUNTY	4/16/02	4/16/03
1	Lost Instrument Bond	6163332	177,850.00	WASHINGTON MUTUAL	CENTRAL ILLINOIS BANK MCLEAN COUNTY	4/16/02	4/16/03
1	Lost Instrument Bond	6163333	132,000.00	WASHINGTON MUTUAL	CENTRAL ILLINOIS MCLEAN COUNTY	4/16/02	4/16/03
1	Lost Instrument Bond	6163334	141,100.00	WASHINGTON MUTUAL	HOME LOAN CORPORATION D/B/A EXPANDED MORT	4/16/02	4/16/03
1	Lost Instrument Bond	6163335	96,932.00	WASHINGTON MUTUAL	UNITED LENDING PARTNERS, LTD	4/16/02	4/16/03
1	Instrument	6163336	93,000.00	WASHINGTON MUTUAL	RESOURCE PL MORTGAGE CORP.	4/16/02	4/16/03

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6163337	108,694.00	WASHINGTON MUTUAL	1ST TRUST BANK FOR SAVINGS	4/16/02	4/16/03
1	Bond Lost Instrument	6163338	61,509.00	WASHINGTON MUTUAL	EQUITY FINANCIAL GROUP INC.	4/16/02	4/16/03
1	Bond Lost Instrument	6163339	102,550.00	WASHINGTON MUTUAL	MORTGAGE COMPANY INC.	4/17/02	4/17/03
1	Bond Lost Instrument	6163373	59,435.00	WASHINGTON MUTUAL	SUMMIT MORTGAGE CORPORATION	5/6/02	5/6/03
1	Bond Lost Instrument	6163381	168,229.00	WASHINGTON MUTUAL	HOMEAMERICAN MORTGAGE CORP.	4/23/02	4/23/03
1	Bond Lost Instrument	6163382	132,600.00	WASHINGTON MUTUAL	BIRMINGHAM BANCORP MORTGAGE CORPORATION	4/23/02	4/23/03
1	Bond Lost Instrument	6163383	72,054.00	WASHINGTON MUTUAL	FIRST MORTGAGE CORPORATION	4/23/02	4/23/09
1	Bond Lost Instrument	6163384	73,841.00	WASHINGTON MUTUAL	FREEDOM MORTGAGE CORPORATION	4/23/02	4/23/03
1	Bond Lost Instrument	6163385	58,058.00	WASHINGTON MUTUAL	FREEDOM MORTGAGE CORPORATION	4/23/02	4/23/03
1	Bond Lost Instrument	6163386	113,883.00	WASHINGTON MUTUAL	FREEDOM MORTGAGE CORPORATION	4/23/02	4/23/03
1	Bond Lost Instrument	6163387	89,250.00	WASHINGTON MUTUAL	FREEDOM MORTGAGE CORPORATION	4/23/02	4/23/03
1	Bond Lost Instrument	6163388	100,715.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	4/23/02	4/23/03
1	Bond Lost Instrument	6163389	78,958.00	WASHINGTON MUTUAL	NALLY & COMPANY	4/23/02	4/23/03
1	Bond Lost Instrument	6163390	102,319.00	WASHINGTON MUTUAL	AMERICAN FIDELITY MORTGAGE SERVICES, INC.	4/23/02	4/23/03
1	Bond Lost Instrument	6163391	128,103.00	WASHINGTON MUTUAL	BUSEY BANK	4/23/02	4/23/03
1	Bond Lost Instrument	6163392	65,924.00	WASHINGTON MUTUAL	HORIZON BANK, N.A.	4/23/02	4/23/03
1	Bond Lost Instrument	6163393	68,713.00	WASHINGTON MUTUAL	AMERICAN LENDING GROUP, INC.	4/23/02	4/23/03
1	Bond Lost Instrument	6163394	85,770.00	WASHINGTON MUTUAL	CONTOUR MORTGAGE GROUP, INC.	4/23/02	4/23/03
1	Bond Lost Instrument	6163395	105,665.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	4/23/02	4/23/03
1	Bond Lost Instrument	6163396	127,972.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	4/23/02	4/23/03
1	Bond Lost Instrument	6163397	150,042.00	WASHINGTON MUTUAL	ARK MORTGAGE, INC.	4/23/02	4/23/03
1	Bond Lost Instrument	6163398	145,694.00	WASHINGTON MUTUAL	PILLAR FINANCIAL	4/23/02	4/23/03
1	Bond Lost Instrument	6163399	139,000.00	WASHINGTON MUTUAL	BIRMINGHAM BANCORP MORTGAGE CORPORATION	4/26/02	4/26/03
1	Bond Lost Instrument	6163411	76,966.00	WASHINGTON MUTUAL	AMERICAN FIDELITY MORTGAGE SERVICES, INC.	5/3/02	5/3/03
1	Bond	6163412	63,898.00	WASHINGTON MUTUAL	CARLTON MORTGAGE SERVICES, INC.	5/3/02	5/3/03
1	Lost	6163413	113,026.00	WASHINGTON MUTUAL	C & F MORTGAGE CORPORATION	5/3/02	5/3/03

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
	Instrument						
	Bond						
	Lost						
1	Instrument						
	Bond	6163414	103,292.00	WASHINGTON MUTUAL	FREEDOM MORTGAGE CORPORATION	5/3/02	5/3/03
	Lost						
1	Instrument						
	Bond	6163415	42,098.00	WASHINGTON MUTUAL	AMERICAN LENDING GROUP, INC.	5/3/02	5/3/03
	Lost						
1	Instrument						
	Bond	6163416	40,600.00	WASHINGTON MUTUAL	JACKSONVILLE SAVINGS BANK, SSB	5/3/02	5/3/03
	Lost						
1	Instrument						
	Bond	6163417	216,147.00	WASHINGTON MUTUAL	MAPLE PARK MORTGAGE	5/3/02	5/3/03
	Lost						
1	Instrument						
	Bond	6163418	108,061.00	WASHINGTON MUTUAL	MORTGAGE NOW, INC.	5/3/02	5/3/03
	Lost						
1	Instrument						
	Bond	6163419	92,974.00	WASHINGTON MUTUAL	CREST MORTGAGE COMPANY	5/3/02	5/3/03
	Lost						
1	Instrument						
	Bond	6163420	87,056.00	WASHINGTON MUTUAL	PRIME MORTGAGE USA, INC.	5/3/02	5/3/03
	Lost						
1	Instrument						
	Bond	6163421	123,362.00	WASHINGTON MUTUAL	CREST MORTGAGE COMPANY	5/3/02	5/3/03
	Lost						
1	Instrument						
	Bond	6166712	120,938.00	WASHINGTON MUTUAL	FIRST TRUST MORTGAGE COMPANY	5/7/02	5/7/03
	Lost						
1	Instrument						
	Bond	6166715	24,340.00	WASHINGTON MUTUAL	LAKE MORTGAGE COMPANY, INC.	5/7/02	5/7/03
	Lost						
1	Instrument						
	Bond	6166717	29,149.00	WASHINGTON MUTUAL	FIRST TENNESSEE BANK NATIONAL ASSOCIATION	5/7/02	5/7/03
	Lost						
1	Instrument						
	Bond	6166737	98,455.00	WASHINGTON MUTUAL	FIRST FLORIDA FUNDING CORP.	5/20/02	5/20/03
	Lost						
1	Instrument						
	Bond	6166738	98,353.00	WASHINGTON MUTUAL	FIRST FLORIDA FUNDING CORP.	5/20/02	5/20/03
	Lost						
1	Instrument						
	Bond	6166739	179,338.00	WASHINGTON MUTUAL	MORTGAGE STREAM FINANCIAL SERVICES, LLC	5/17/02	5/17/03
	Lost						
1	Instrument						
	Bond	6166740	82,800.00	WASHINGTON MUTUAL	INDEPENDENT BANK CORPORATION	5/20/02	5/20/03
	Lost						
1	Instrument						
	Bond	6166741	134,481.00	WASHINGTON MUTUAL	COMMUNITY MORTGAGE SERVICES, INC.	5/17/02	5/17/03
	Lost						
1	Instrument						
	Bond	6166742	99,977.00	WASHINGTON MUTUAL	ALPHA MORTGAGE BANKERS	5/17/02	5/17/03
	Lost						
1	Instrument						
	Bond	6166743	77,444.00	WASHINGTON MUTUAL	MAC-CLAIR MORTGAGE CORPORATION	5/17/02	5/17/03
	Lost						
1	Instrument						
	Bond	6166752	134,500.00	WASHINGTON MUTUAL	FIRST MORTGAGE COMPANY	5/20/02	5/20/03
	Lost						
1	Instrument						
	Bond	6166753	134,625.00	WASHINGTON MUTUAL	FREEDOM MORTGAGE CORPORATION	5/17/02	5/17/03
	Lost						
1	Instrument						
	Bond	6166754	129,030.00	WASHINGTON MUTUAL	PLATINUM HOME MORTGAGE CORP	5/20/02	5/20/03
	Lost						
1	Instrument						
	Bond	6166755	72,420.00	WASHINGTON MUTUAL	UNION NATION MORTGAGE CO.	5/17/02	5/17/03
	Lost						
1	Instrument						
	Bond	6166756	152,697.00	WASHINGTON MUTUAL	PROFESSIONAL HOME MORTGAGE	5/17/02	5/17/03
	Lost						
1	Instrument						
	Bond	6166757	126,984.00	WASHINGTON MUTUAL	AMERICAN LENDING GROUP, INC.	5/17/02	5/17/03
	Lost						
1	Instrument						
	Bond	6166758	178,898.00	WASHINGTON MUTUAL	AMERICAN LENDING GROUP, INC.	5/17/02	5/17/03

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6166762	140,887.00	WASHINGTON MUTUAL	COMMERCE BANK, N.A.	5/17/02	5/17/03
1	Lost Instrument Bond	6166763	84,746.00	WASHINGTON MUTUAL	UNITED LENDING PARTNERS, LTD	5/20/01	5/20/03
1	Lost Instrument Bond	6166764	146,726.00	WASHINGTON MUTUAL	AMERICAN FIDELITY MORTGAGE SERVICES, INC.	5/20/02	5/20/03
1	Lost Instrument Bond	6166766	33,571.00	WASHINGTON MUTUAL	NORSTAR MORTGAGE CORPORATION	5/20/02	5/20/03
1	Lost Instrument Bond	6166767	43,716.00	WASHINGTON MUTUAL	NORSTAR MORTGAGE CORPORATION	5/20/02	5/20/03
1	Lost Instrument Bond	6166773	117,824.00	WASHINGTON MUTUAL	PROFESSIONAL HOME MORTGAGE	5/23/02	5/23/03
1	Lost Instrument Bond	6166789	43,585.00	WASHINGTON MUTUAL	SYNERGY MORTGAGE CORP.	6/4/02	6/4/03
1	Lost Instrument Bond	6166790	150,858.00	WASHINGTON MUTUAL	PROFESSIONAL HOME MORTGAGE	6/4/02	6/4/03
1	Lost Instrument Bond	6166791	112,155.00	WASHINGTON MUTUAL	CREST MORTGAGE COMPANY	6/4/02	6/4/03
1	Lost Instrument Bond	6166804	134,898.00	WASHINGTON MUTUAL	HOME FEDERAL SAVINGS BANK	6/10/02	6/10/03
1	Lost Instrument Bond	6166805	181,217.00	WASHINGTON MUTUAL	BUDGET MORTGAGE BANKERS, LTD	6/10/02	6/10/03
1	Lost Instrument Bond	6166806	154,087.00	WASHINGTON MUTUAL	LEGACY MORTGAGE CORP.	6/10/02	6/10/03
1	Lost Instrument Bond	6166807	59,679.00	WASHINGTON MUTUAL	First Federal Bank	6/10/02	6/10/03
1	Lost Instrument Bond	6166808	170,344.00	WASHINGTON MUTUAL	COMMUNITY MORTGAGE SERVICES, INC.	6/11/02	6/11/03
1	Lost Instrument Bond	6166809	143,243.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	6/11/02	6/11/03
1	Lost Instrument Bond	6166810	135,910.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	6/11/02	6/11/03
1	Lost Instrument Bond	6166811	98,105.00	WASHINGTON MUTUAL	TEXCORP MORTGAGE BANKERS, INC.	6/11/02	6/11/03
1	Lost Instrument Bond	6166812	122,104.00	WASHINGTON MUTUAL	FIRST BANK	6/11/02	6/11/03
1	Lost Instrument Bond	6166815	144,502.00	WASHINGTON MUTUAL	THE EQUITABLE BANK S.S.B.	6/12/02	6/12/03
1	Lost Instrument Bond	6166816	88,464.00	WASHINGTON MUTUAL	FREEDOM MORTGAGE CORPORATION	6/12/02	6/12/03
1	Lost Instrument Bond	6166817	73,991.00	WASHINGTON MUTUAL	MCCLAIN COUNTY NATIONAL BANK	6/12/02	6/12/03
1	Lost Instrument Bond	6166818	3,921.00	WASHINGTON MUTUAL	FLEET MORTGAGE CORP.	6/12/02	6/12/03
1	Lost Instrument Bond	6174678	251,060.00	WASHINGTON MUTUAL	FIRST ALLIANCE BANK, A FEDERAL SAVINGS BANK	7/30/02	7/30/03
1	Lost Instrument Bond	6174682	86,294.00	WASHINGTON MUTUAL	HNB MORTGAGE	7/31/02	7/31/03
1	Lost Instrument Bond	6174683	123,535.00	WASHINGTON MUTUAL	STRATFORD FUNDING INC.	7/31/02	7/31/03
1	Instrument	6174684	165,567.00	WASHINGTON MUTUAL	AMERICAN LENDING GROUP, INC.	7/31/02	7/31/03

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6174700	57,444.00	WASHINGTON MUTUAL	THE HOME MORTGAGE CO. INC.	8/12/02	8/12/03
1	Bond Lost Instrument	6174701	176,880.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS,INC.	8/12/02	8/12/03
1	Bond Lost Instrument	6174702	28,622.00	WASHINGTON MUTUAL	THE HOME MORTGAGE CO., INC.	8/12/02	8/12/03
1	Bond Lost Instrument	6174707	141,646.00	WASHINGTON MUTUAL	UNITED CAPITAL MORTGAGE CORP.	8/16/02	8/16/03
1	Bond Lost Instrument	6174708	114,736.00	WASHINGTON MUTUAL	THE FIRST MORTGAGE CORPORATION	8/16/02	8/16/03
1	Bond Lost Instrument	6174709	169,285.00	WASHINGTON MUTUAL	BANCOSOURCE MORTGAGE CORP.	8/16/02	8/16/03
1	Bond Lost Instrument	6174726	152,661.00	WASHINGTON MUTUAL	FREEDOM MORTGAGE CORPORATION	8/23/02	8/23/03
1	Bond Lost Instrument	6174727	196,248.00	WASHINGTON MUTUAL	CHICAGO BANCORP INC.	8/23/02	8/23/03
1	Bond Lost Instrument	6174747	4,788.00	WASHINGTON MUTUAL	FLEET MORTGAGE CORP.	9/3/02	9/3/03
1	Bond Lost Instrument	6174758	109,006.00	WASHINGTON MUTUAL	SUN MORTGAGE COMPANY, LLC	9/6/02	9/6/03
1	Bond Lost Instrument	6174759	70,761.00	WASHINGTON MUTUAL	PACOR MORTGAGE CORP.	9/6/02	9/6/03
1	Bond Lost Instrument	6174760	125,953.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL HOME LOANS, INC.	9/6/02	9/6/03
1	Bond Lost Instrument	6174761	109,319.00	WASHINGTON MUTUAL	CONTOUR MORTGAGE GROUP, INC.	9/6/02	9/6/03
1	Bond Lost Instrument	6174762	111,407.00	WASHINGTON MUTUAL	COMMERCE BANK, N.A.	9/6/02	9/6/03
1	Bond Lost Instrument	6174763	166,523.00	WASHINGTON MUTUAL	MORTGAGE FINANCIAL SERVICES, INC.	9/6/02	9/6/03
1	Bond Lost Instrument	6174764	59,493.00	WASHINGTON MUTUAL, INC.	AMERICAN LENDING GROUP	9/6/02	9/6/03
1	Bond Lost Instrument	6174765	177,124.00	WASHINGTON MUTUAL	SCHAEFER MORTGAGE CORPORATION	9/6/02	9/6/03
1	Bond Lost Instrument	6174908	131,658.00	WASHINGTON MUTUAL	UNITED LENDING PARTNERS, LTD	7/2/02	7/2/03
1	Bond Lost Instrument	6174909	108,380.00	WASHINGTON MUTUAL	BIRMINGHAM BANCORP MORTGAGE CORPORATION	7/2/02	7/2/03
1	Bond Lost Instrument	6174910	72,544.00	WASHINGTON MUTUAL	CREST MORTGAGE COMPANY	7/2/02	7/2/03
1	Bond Lost Instrument	6174911	70,888.00	WASHINGTON MUTUAL	CREST MORTGAGE COMPANY	7/2/02	7/2/03
1	Bond Lost Instrument	6174912	180,846.00	WASHINGTON MUTUAL	CREST MORTGAGE COMPANY	7/2/02	7/2/03
1	Bond Lost Instrument	6174913	76,885.00	WASHINGTON MUTUAL	PRIME MORTGAGE USA, INC.	7/2/02	7/2/03
1	Bond Lost Instrument	6174914	89,790.00	WASHINGTON MUTUAL	PRIME MORTGAGE USA, INC.	7/2/02	7/2/03
1	Bond	6174915	115,223.00	WASHINGTON MUTUAL	FIRST MORTGAGE CORPORATION	7/2/02	7/2/03
1	Lost	6174916	128,452.00	WASHINGTON MUTUAL	PRIME MORTGAGE USA, INC.	7/2/02	7/2/03

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
	Instrument						
	Bond						
	Lost						
1	Instrument	6174917	152,525.00	WASHINGTON MUTUAL	MORTGAGE STREAM FINANCIAL SERVICES, LLC	7/2/02	7/2/03
	Bond						
	Lost						
1	Instrument	6174918	225,361.00	WASHINGTON MUTUAL	AMERICAN FIDELITY MORTGAGE SERVICES, INC.	7/2/02	7/2/03
	Bond						
	Lost						
1	Instrument	6174920	118,927.00	WASHINGTON MUTUAL	NALLY & COMPANY	7/2/02	7/2/03
	Bond						
	Lost						
1	Instrument	6174921	62,118.00	WASHINGTON MUTUAL	AMERIFIRST FINANCIAL CORPORATION	7/2/02	7/2/03
	Bond						
	Lost						
1	Instrument	6174922	132,290.00	WASHINGTON MUTUAL	FOOTHILL FUNDING GROUP, INC.	7/2/02	7/2/03
	Bond						
	Lost						
1	Instrument	6174923	80,164.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL HOME LOANS	7/2/02	7/2/03
	Bond						
	Lost						
1	Instrument	6174924	160,329.00	WASHINGTON MUTUAL	FIRST WEST MORTGAGE BANKERS, LTD.	7/2/02	7/2/03
	Bond						
	Lost						
1	Instrument	6174928	158,656.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	7/8/02	7/8/03
	Bond						
	Lost						
1	Instrument	6174929	57,293.00	WASHINGTON MUTUAL	FLEET REAL ESTATE FUNDING CORP.	7/8/02	7/8/03
	Bond						
	Lost						
1	Instrument	6174930	138,304.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL HOME LOANS, INC.	7/8/02	7/8/03
	Bond						
	Lost						
1	Instrument	6174931	92,700.00	WASHINGTON MUTUAL	SERVICE MORTGAGE UNDERWRITERS, INC.	7/9/02	7/9/03
	Bond						
	Lost						
1	Instrument	6174934	40,000.00	WASHINGTON MUTUAL BANK, FA	State of New York	7/11/02	7/11/03
	Bond						
	Lost						
1	Instrument	6174969	57,855.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	7/18/02	7/18/03
	Bond						
	Lost						
1	Instrument	6174970	116,615.00	WASHINGTON MUTUAL	WASHINTON MUTUAL BANK, FA	7/18/02	7/18/03
	Bond						
	Lost						
1	Instrument	6174971	47,853.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	7/18/02	7/18/03
	Bond						
	Lost						
1	Instrument	6174972	132,985.00	WASHINGTON MUTUAL	BANCSOURCE MORTGAGE CORPORATION	7/18/02	7/18/03
	Bond						
	Lost						
1	Instrument	6174973	74,299.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	7/18/02	7/18/03
	Bond						
	Lost						
1	Instrument	6174974	142,872.00	WASHINGTON MUTUAL	DAVID MORTGAGE, INC.	7/18/02	7/18/03
	Bond						
	Lost						
1	Instrument	6174975	160,829.00	WASHINGTON MUTUAL	UNITED LENDING PARTNERS, LTD	7/18/02	7/18/03
	Bond						
	Lost						
1	Instrument	6174976	92,526.00	WASHINGTON MUTUAL	THE HINKS COMPANY, INC.	7/18/02	7/18/03
	Bond						
	Lost						
1	Instrument	6174977	103,442.00	WASHINGTON MUTUAL	SILVER ST FINANCIAL SERVICES DBA SILVER ST MORTGAGE	7/18/02	7/18/03
	Bond						
	Lost						
1	Instrument	6174978	70,823.00	WASHINGTON MUTUAL	PACOR MORTGAGE CORP.	7/18/02	7/18/03
	Bond						
	Lost						
1	Instrument	6174979	121,680.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL HOME LOANS, INC.	7/18/02	7/18/03
	Bond						
	Lost						
1	Instrument	6174980	78,795.00	WASHINGTON MUTUAL	OMEGA FINANCIAL SERVICES, INC.	7/18/02	7/18/03
	Bond						
	Lost						
1	Instrument	6174981	142,774.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	7/18/02	7/18/03
	Bond						



Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6174982	96,542.00	WASHINGTON MUTUAL	TEAM MORTGAGE LLC	7/18/02	7/18/03
1	Lost Instrument Bond	6174983	229,775.00	WASHINGTON MUTUAL	CONSUMER HOME MORTGAGE, INC.	7/18/02	7/18/03
1	Lost Instrument Bond	6174984	107,203.00	WASHINGTON MUTUAL	SUN MORTGAGE COMPANY, LLC	7/18/02	7/18/03
1	Lost Instrument Bond	6174985	28,784.00	WASHINGTON MUTUAL	PNC BANK, NA	7/18/02	7/18/03
1	Lost Instrument Bond	6174986	146,328.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	7/18/02	7/18/03
1	Lost Instrument Bond	6174987	120,390.00	WASHINGTON MUTUAL	FIRST FINANCIAL SERVICES, INC.	7/18/02	7/18/03
1	Lost Instrument Bond	6174988	222,724.00	WASHINGTON MUTUAL	CONSUMER HOME MORTGAGE, INC.	7/18/02	7/18/03
1	Lost Instrument Bond	6174989	110,291.00	WASHINGTON MUTUAL	MORTGAGE FINANCIAL SERVICES, INC.	7/18/02	7/18/03
1	Lost Instrument Bond	6174990	150,303.00	WASHINGTON MUTUAL	WESTMINSTER MORTGAGE CORPORATION	7/18/02	7/18/03
1	Lost Instrument Bond	6174991	146,086.00	WASHINGTON MUTUAL	COMMERCE BANK, N.A.	7/18/02	7/18/03
1	Lost Instrument Bond	6174992	243,274.00	WASHINGTON MUTUAL	SUN WEST MORTGAGE COMPANY, INC.	7/18/02	7/18/03
1	Lost Instrument Bond	6174993	66,030.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	7/18/02	7/18/03
1	Lost Instrument Bond	6174994	114,248.00	WASHINGTON MUTUAL	MAC-CLAIR MORTGAGE CORPORATION	7/18/02	7/18/03
1	Lost Instrument Bond	6174995	101,580.00	WASHINGTON MUTUAL	BIRMINGHAM BANCORP MORTGAGE CORPORATION	7/18/02	7/18/03
1	Lost Instrument Bond	6174996	159,600.00	WASHINGTON MUTUAL	ADVANTAGE INVESTSORS MORTGAGE CORPORATION	7/18/02	7/18/03
1	Lost Instrument Bond	6174997	2,090,382.00	WASHINGTON MUTUAL BANK, FA	State of New York	7/18/02	7/18/03
1	Lost Instrument Bond	6174999	66,474.00	WASHINGTON MUTUAL	AAKO INC.	7/23/02	7/23/03
1	Lost Instrument Bond	6175000	69,324.00	WASHINGTON MUTUAL	AAKO, INC.	7/23/02	7/23/03
1	Lost Instrument Bond	6175001	44,964.00	WASHINGTON MUTUAL	AAKO INC.	7/23/02	7/23/03
1	Lost Instrument Bond	6175002	148,485.00	WASHINGTON MUTUAL	UNITED LENDING PARTNERS, LTD	7/30/02	7/30/03
1	Lost Instrument Bond	6175003	164,949.00	WASHINGTON MUTUAL	MORTGAGE FINANCIAL SERVICES, INC.	7/30/02	7/30/03
1	Lost Instrument Bond	6175004	150,629.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS, INC.	7/30/02	7/30/03
1	Lost Instrument Bond	6175005	161,029.00	WASHINGTON MUTUAL	FIRST ALLIANCE BANK, A FEDERAL SAVINGS BANK	7/30/02	7/30/03
1	Lost Instrument Bond	6175006	149,712.00	WASHINGTON MUTUAL	FIRST ALLIANCE BANK, A FEDERAL SAVINGS BANK	7/30/02	7/30/03
1	Lost Instrument Bond	6175007	113,223.00	WASHINGTON MUTUAL	FIRST ALLIANCE BANK, A FEDERAL SAVINGS BANK	7/30/02	7/30/03
1	Instrument	6184483	100,782.00	WASHINGTON MUTUAL	MIDWEST FUNDING CORPORATION	9/11/02	9/11/03

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6184484	72,722.00	WASHINGTON MUTUAL	BANK UNITED OF TEXAS FSB	9/11/02	9/11/03
1	Bond Lost Instrument	6184485	51,014.00	WASHINGTON MUTUAL	BANK UNITED OF TEXAS FSB	9/11/02	9/11/03
1	Bond Lost Instrument	6184486	65,397.00	WASHINGTON MUTUAL	BANK UNITED OF TEXAS, FSB	9/11/02	9/11/03
1	Bond Lost Instrument	6184487	87,398.00	WASHINGTON MUTUAL	BANK UNITED OF TEXAS FSB	9/11/02	9/11/03
1	Bond Lost Instrument	6184488	11,979.00	WASHINGTON MUTUAL	UNITED SAVINGS ASSOCIATION OF TEXAS	9/11/02	9/11/03
1	Bond Lost Instrument	6184489	13,359.00	WASHINGTON MUTUAL	UNITED SAVINGS ASSOCIATION OF TEXAS	9/11/02	9/11/03
1	Bond Lost Instrument	6184490	56,478.00	WASHINGTON MUTUAL	GATEWAY MORTGAGE COMPANY	9/11/02	9/11/03
1	Bond Lost Instrument	6184491	59,549.00	WASHINGTON MUTUAL	UNION FEDERAL SAVINGS BANK OF INDIANAPOLIS	9/11/02	9/11/03
1	Bond Lost Instrument	6184492	61,438.00	WASHINGTON MUTUAL	UNION FEDERAL SAVINGS BANK OF INDIANAPOLIS	9/11/02	9/11/03
1	Bond Lost Instrument	6184493	111,935.00	WASHINGTON MUTUAL	UNION FEDERAL SAVINGS BANK OF INDIANAPOLIS	9/11/02	9/11/03
1	Bond Lost Instrument	6184494	53,467.00	WASHINGTON MUTUAL	WATERFIELD FINANCIAL CORPORATION	9/11/02	9/11/03
1	Bond Lost Instrument	6184495	107,703.00	WASHINGTON MUTUAL	UNION FEDERAL SAVINGS BANK OF INDIANAPOLIS	9/11/02	9/11/03
1	Bond Lost Instrument	6184496	63,122.00	WASHINGTON MUTUAL	OXFORD MORTGAGE, INC.	9/11/02	9/11/03
1	Bond Lost Instrument	6184497	45,432.00	WASHINGTON MUTUAL	CARL I BROWN AND COMPANY	9/11/02	9/11/03
1	Bond Lost Instrument	6184498	42,014.00	WASHINGTON MUTUAL	GULF STATES MORTGAGE CO., INC.	9/11/02	9/11/03
1	Bond Lost Instrument	6184499	29,017.00	WASHINGTON MUTUAL	POPE MORTGAGE COMPANY	9/11/02	9/11/03
1	Bond Lost Instrument	6184500	122,795.00	WASHINGTON MUTUAL	RYLAND MORTGAGE COMPANY	9/11/02	9/11/03
1	Bond Lost Instrument	6184501	27,757.00	WASHINGTON MUTUAL	CARL I BROWN AND COMPANY	9/11/02	9/11/03
1	Bond Lost Instrument	6184502	142,212.00	WASHINGTON MUTUAL	CALIFORNIA MORTGAGE LOAN COMPANY	9/11/02	9/11/03
1	Bond Lost Instrument	6184503	95,350.00	WASHINGTON MUTUAL	ANTELOPE VALLEY MORTGAGE	9/11/02	9/11/03
1	Bond Lost Instrument	6184504	72,972.00	WASHINGTON MUTUAL	NATIONAL CITY MORTGAGE CO.	9/11/02	9/11/03
1	Bond Lost Instrument	6184505	42,719.00	WASHINGTON MUTUAL	STATEWIDE FUNDING CORP.	9/11/02	9/11/03
1	Bond Lost Instrument	6184506	89,211.00	WASHINGTON MUTUAL	FT. MORTGAGE COMPANIES	9/11/02	9/11/03
1	Bond Lost Instrument	6184507	59,977.00	WASHINGTON MUTUAL	COLONIAL HOME MORTGAGE	9/11/02	9/11/03
1	Bond	6184515	20,225.00	WASHINGTON MUTUAL	FIRST UNION MORTGAGE COMPANY	9/26/02	9/26/03
1	Lost	6184516	108,312.00	WASHINGTON MUTUAL	RBMG, INC	9/26/02	9/26/03

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Instrument Bond Lost	6184517	11,189.00	WASHINGTON MUTUAL	HOMESIDE LENDING, INC.	9/26/02	9/26/03
1	Instrument Bond Lost	6184518	10,261.00	WASHINGTON MUTUAL	HOMESIDE LENDING, INC.	9/26/02	9/26/03
1	Instrument Bond Lost	6184519	11,942.00	WASHINGTON MUTUAL	HOMESIDE LENDING, INC.	9/26/02	9/26/03
1	Instrument Bond Lost	6184520	18,473.00	WASHINGTON MUTUAL	HOMESIDE LENDING, INC.	9/26/02	9/26/03
1	Instrument Bond Lost	6184532	170,130.00	WASHINGTON MUTUAL	FOOTHILL FUNDING GROUP, INC.	9/18/02	9/18/03
1	Instrument Bond Lost	6184533	87,984.00	WASHINGTON MUTUAL	CASTLE MORTGAGE CORPORATION	9/18/02	9/18/03
1	Instrument Bond Lost	6184534	187,140.00	WASHINGTON MUTUAL	CENTRAL ILLINOIS BANK MCLEAN COUNTY	9/18/02	9/18/03
1	Instrument Bond Lost	6184535	177,073.00	WASHINGTON MUTUAL	CORNERSTONE MORTGAGE COMPANY	9/18/02	9/18/03
1	Instrument Bond Lost	6184536	100,380.00	WASHINGTON MUTUAL	FIRST SUBURBAN MORTGAGE CORP.	9/18/02	9/18/03
1	Instrument Bond Lost	6184537	157,243.00	WASHINGTON MUTUAL	PROFESSIONAL MORTGAGE PARTNERS, INC. AN ILLINOIS CORPORATION	9/18/02	9/18/03
1	Instrument Bond Lost	6184538	114,492.00	WASHINGTON MUTUAL	ALPHA MORTGAGE BANKERS	9/18/02	9/18/03
1	Instrument Bond Lost	6184539	154,313.00	WASHINGTON MUTUAL	PEOPLES MORTGAGE CORPORATION	9/18/02	9/18/03
1	Instrument Bond Lost	6184540	187,442.00	WASHINGTON MUTUAL	PHM FINANCIAL INCORPORATED DBA PROFESSIONAL HOME MORTGAGE	9/18/02	9/18/03
1	Instrument Bond Lost	6184541	143,568.00	WASHINGTON MUTUAL	STRATFORD FUNDING, INC.	9/18/02	9/18/03
1	Instrument Bond Lost	6184542	152,340.00	WASHINGTON MUTUAL	MORTGAGE FINANCIAL SERVICES, INC.	9/18/02	9/18/09
1	Instrument Bond Lost	6184543	131,820.00	WASHINGTON MUTUAL	CMS MORTGAGE GROUP, INC.	9/18/02	9/18/03
1	Instrument Bond Lost	6184544	95,880.00	WASHINGTON MUTUAL	SOUTHERN FINANCIAL MORTGAGE	9/18/02	9/18/03
1	Instrument Bond Lost	6184545	286,920.00	WASHINGTON MUTUAL	CONSUMER HOME MORTGAGE, INC.	9/18/02	9/18/03
1	Instrument Bond Lost	6184546	135,604.00	WASHINGTON MUTUAL	FIRST NATIONAL BANK FKA CADDO FIRST NATIONAL	9/18/02	9/18/03
1	Instrument Bond Lost	6184547	200,605.00	WASHINGTON MUTUAL	CENTRAL ILLINOIS BANK MCLEAN COUNTY	9/18/02	9/18/03
1	Instrument Bond Lost	6184557	152,028.00	WASHINGTON MUTUAL	EXTRACO MORTGAGE	9/24/02	9/24/03
1	Instrument Bond Lost	6186230	2,010.00	WASHINGTON MUTUAL	MIT LENDING	9/24/02	9/24/03
1	Instrument Bond Lost	6186231	241,026.00	WASHINGTON MUTUAL	EZ FUNDING CORPORATION	9/24/02	9/24/03
1	Instrument Bond Lost	6186280	67,933.00	WASHINGTON MUTUAL	CHARLES F. CURRY COMPANY	9/30/02	9/30/03
1	Instrument Bond	6186281	51,789.00	WASHINGTON MUTUAL	CHARLES F. CURRY COMPANY	9/30/02	9/30/03

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6186282	49,778.00	WASHINGTON MUTUAL	CHARLES F CURRY COMPANY	9/30/02	9/30/03
1	Lost Instrument Bond	6186283	109,673.00	WASHINGTON MUTUAL	CHARLES F. CURRY COMPANY	9/30/02	9/30/03
1	Lost Instrument Bond	6186284	15,270.00	WASHINGTON MUTUAL	CHARLES F. CURRY COMPANY	9/30/02	9/30/03
1	Lost Instrument Bond	6186285	51,719.00	WASHINGTON MUTUAL	CHARLES F CURRY COMPANY	9/30/02	9/30/03
1	Lost Instrument Bond	6186286	50,609.00	WASHINGTON MUTUAL	CHARLES F. CURRY COMPANY	9/30/02	9/30/03
1	Lost Instrument Bond	6186287	53,437.00	WASHINGTON MUTUAL	CHARLES F. CURRY COMPANY	9/30/02	9/30/03
1	Lost Instrument Bond	6186288	84,397.00	WASHINGTON MUTUAL	CHARLES R. CURRY COMPANY	9/30/02	9/30/03
1	Lost Instrument Bond	6186289	52,771.00	WASHINGTON MUTUAL	CHARLES F. CURRY COMPANY	9/30/02	9/30/03
1	Lost Instrument Bond	6186290	71,699.00	WASHINGTON MUTUAL	CHARLES F CURRY COMPANY	9/30/02	9/30/03
1	Lost Instrument Bond	6186291	71,122.00	WASHINGTON MUTUAL, INC.	CHARLES F. CURRY COMPANY	9/30/02	9/30/03
1	Lost Instrument Bond	6186292	1,921.00	WASHINGTON MUTUAL	CHARLES F. CURRY COMPANY	9/30/02	9/30/03
1	Lost Instrument Bond	6186293	4,957.00	WASHINGTON MUTUAL	CHARLES F. CURRY COMPANY	9/30/02	9/30/03
1	Lost Instrument Bond	6186294	5,462.00	WASHINGTON MUTUAL	CHARLES F. CURRY COMPANY	9/30/02	9/30/03
1	Lost Instrument Bond	6186295	5,919.00	WASHINGTON MUTUAL	CHARLES F. CURRY COMPANY	9/30/02	9/30/03
1	Lost Instrument Bond	6186296	12,172.00	WASHINGTON MUTUAL	CHARLES F CURRY COMPANY	9/30/02	9/30/03
1	Lost Instrument Bond	6186297	11,312.00	WASHINGTON MUTUAL	CHARLES F. CURRY COMPANY	9/30/02	9/30/03
1	Lost Instrument Bond	6186298	19,374.00	WASHINGTON MUTUAL	CHARLES F. CURRY COMPANY	9/30/02	9/30/03
1	Lost Instrument Bond	6186299	37,208.00	WASHINGTON MUTUAL	CHARLES F. CURRY COMPANY	9/30/02	9/30/03
1	Lost Instrument Bond	6186300	53,967.00	WASHINGTON MUTUAL	CHARLES F. CURRY COMPANY	9/30/02	9/30/03
1	Lost Instrument Bond	6186301	59,444.00	WASHINGTON MUTUAL	CHARLES F. CURRY COMPANY	9/30/02	9/30/03
1	Lost Instrument Bond	6186302	34,125.00	WASHINGTON MUTUAL	CHARLES F. CURRY COMPANY	9/30/02	9/30/03
1	Lost Instrument Bond	6186303	114,631.00	WASHINGTON MUTUAL	CHARLES F. CURRY COMPANY	9/30/02	9/30/03
1	Lost Instrument Bond	6186304	18,270.00	WASHINGTON MUTUAL	CHARLES F. CURRY COMPANY	9/30/02	9/30/03
1	Lost Instrument Bond	6186318	101,933.00	WASHINGTON MUTUAL	COMCOR MORTGAGE CORPORATION	10/14/02	10/14/03
1	Lost Instrument Bond	6186319	167,240.00	WASHINGTON MUTUAL	ADVANTAGE INVESTORS MORTG CORPORATION	10/14/02	10/14/03
1	Instrument	6186322	71,236.00	WASHINGTON MUTUAL	NUMERICA FUNDING, INC.	10/25/02	10/25/03

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6186323	58,017.00	WASHINGTON MUTUAL	NUMERICA FUNDING, INC.	10/25/02	10/25/03
1	Bond Lost Instrument	6186324	141,678.00	WASHINGTON MUTUAL	NUMERICA FUNDING, INC.	10/25/02	10/25/03
1	Bond Lost Instrument	6186325	81,285.00	WASHINGTON MUTUAL	NUMERICA FUNDING, INC.	10/25/02	10/25/03
1	Bond Lost Instrument	6186326	136,216.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	10/25/02	10/25/03
1	Bond Lost Instrument	6186327	81,447.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	10/25/02	10/25/03
1	Bond Lost Instrument	6186328	56,627.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	10/25/02	10/25/03
1	Bond Lost Instrument	6186329	89,405.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	10/25/02	10/25/03
1	Bond Lost Instrument	6188759	227,540.00	WASHINGTON MUTUAL	COASTAL CAPITAL CORP.	10/28/02	10/28/03
1	Bond Lost Instrument	6188760	135,756.00	WASHINGTON MUTUAL	HOME FEDERAL SAVINGS BANK	10/28/02	10/28/03
1	Bond Lost Instrument	6188811	70,361.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	10/25/02	10/25/03
1	Bond Lost Instrument	6188812	190,979.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	10/25/02	10/25/03
1	Bond Lost Instrument	6188813	151,987.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	10/25/02	10/25/03
1	Bond Lost Instrument	6188814	109,291.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	10/25/02	10/25/03
1	Bond Lost Instrument	6188815	88,709.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	10/25/02	10/25/03
1	Bond Lost Instrument	6188816	68,665.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	10/25/02	10/25/03
1	Bond Lost Instrument	6188817	68,597.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	10/25/02	10/25/03
1	Bond Lost Instrument	6188818	71,015.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	10/25/02	10/25/03
1	Bond Lost Instrument	6188819	68,080.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	10/25/02	10/25/03
1	Bond Lost Instrument	6188820	167,028.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	10/25/02	10/25/03
1	Bond Lost Instrument	6188821	76,753.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	10/25/02	10/25/03
1	Bond Lost Instrument	6188822	65,420.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	10/25/02	10/25/03
1	Bond Lost Instrument	6188823	81,447.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	10/25/02	10/25/03
1	Bond Lost Instrument	6188824	77,055.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	10/25/02	10/25/03
1	Bond Lost Instrument	6188825	129,079.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	11/1/02	11/1/03
1	Bond	6188826	105,660.00	WASHINGTON MUTUAL	PLATINUM DIRECT FUNDING	11/1/02	11/1/03
1	Lost	6188831	64,079.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	11/5/02	11/5/03

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
	Instrument						
	Bond						
	Lost						
1	Instrument						
	Bond	6188834	134,536.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	11/7/02	11/7/03
	Lost						
1	Instrument						
	Bond	6188835	136,651.00	WASHINGTON MUTUAL	SYNERGY MORTGAGE CORP.	11/7/02	11/7/03
	Lost						
1	Instrument						
	Bond	6188837	259,800.00	WASHINGTON MUTUAL	MORTGAGE ENTERPRISE, LTD.	11/11/02	11/11/03
	Lost						
1	Instrument						
	Bond	6188840	173,565.00	WASHINGTON MUTUAL	FOOTHILL FUNDING GROUP, INC.	11/15/02	11/15/03
	Lost						
1	Instrument						
	Bond	6188841	68,300.00	WASHINGTON MUTUAL	GATEWAY FUNDING DIVERSIFIED MORTGAGE SERVICES, L.P.	11/15/02	11/15/03
	Lost						
1	Instrument						
	Bond	6188842	122,764.00	WASHINGTON MUTUAL	PREMIER MORTGAGE CORPORATION	11/15/02	11/15/03
	Lost						
1	Instrument						
	Bond	6188844	113,650.00	WASHINGTON MUTUAL	GATEWAY FUNDING DIVERSIFIED MORTGAGE SERVICES, L.P.	12/3/02	12/3/03
	Lost						
1	Instrument						
	Bond	6188845	38,658.00	WASHINGTON MUTUAL	TAYLOR, BEAN & WHITAKER MORTGAGE	12/2/02	12/2/03
	Lost						
1	Instrument						
	Bond	6188846	87,139.00	WASHINGTON MUTUAL	HOMESTAR MORTGAGE SERVICES, LLC	12/2/02	12/2/03
	Lost						
1	Instrument						
	Bond	6188847	119,688.00	WASHINGTON MUTUAL	TAYLOR, BEAN & WHITAKER MORTGAGE	12/2/02	12/2/03
	Lost						
1	Instrument						
	Bond	6188848	162,349.00	WASHINGTON MUTUAL	GEORGETOWN MORTGAGE, INC.	12/2/02	12/2/03
	Lost						
1	Instrument						
	Bond	6188849	129,946.00	WASHINGTON MUTUAL	MORTGAGE MARKET, INC.	12/2/02	12/2/03
	Lost						
1	Instrument						
	Bond	6188850	102,900.00	WASHINGTON MUTUAL	GATEWAY FUNDING DIVERSIFIED MORTGAGE SERVICES, L.P.	12/2/02	12/2/03
	Lost						
1	Instrument						
	Bond	6188851	143,602.00	WASHINGTON MUTUAL	MAC-CLAIR MORTGAGE CORPORATION	12/2/02	12/2/03
	Lost						
1	Instrument						
	Bond	6188852	118,980.00	WASHINGTON MUTUAL	MAC-CLAIR MORTGAGE CORPORATION	12/2/02	12/2/03
	Lost						
1	Instrument						
	Bond	6188853	80,692.00	WASHINGTON MUTUAL	WISCONSIN MORTGAGE CORPORATION	12/2/02	12/2/03
	Lost						
1	Instrument						
	Bond	6188854	91,079.00	WASHINGTON MUTUAL	STRATEGIC MORTGAGE COMPANY	12/2/02	12/2/03
	Lost						
1	Instrument						
	Bond	6188855	89,220.00	WASHINGTON MUTUAL	MAJOR MORTGAGE	12/2/02	12/2/03
	Lost						
1	Instrument						
	Bond	6188857	181,345.00	WASHINGTON MUTUAL	North American Mortgage Company	1/24/03	1/24/04
	Lost						
1	Instrument						
	Bond	6188858	140,193.00	WASHINGTON MUTUAL	North American Mortgage Company	12/5/02	12/5/03
	Lost						
1	Instrument						
	Bond	6188859	124,519.00	WASHINGTON MUTUAL	North American Mortgage Company	12/5/02	12/5/03
	Lost						
1	Instrument						
	Bond	6188860	132,143.00	WASHINGTON MUTUAL	North American Mortgage Company	12/5/02	12/5/03
	Lost						
1	Instrument						
	Bond	6193499	86,997.00	WASHINGTON MUTUAL	TOWNBANK MORTGAGE	12/5/02	12/5/03
	Lost						
1	Instrument						
	Bond	6193500	229,715.00	WASHINGTON MUTUAL	North American Mortgage Company	1/24/03	1/24/04
	Lost						
1	Instrument						
	Bond	6193501	156,032.00	WASHINGTON MUTUAL	North American Mortgage Company	12/5/02	12/5/03

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6193502	243,700.00	WASHINGTON MUTUAL	North American Mortgage Company	12/5/02	12/5/03
1	Lost Instrument Bond	6193503	137,758.00	WASHINGTON MUTUAL	SONOMA CONVEYANCING CORPORATION	12/5/02	12/5/03
1	Lost Instrument Bond	6193504	139,822.00	WASHINGTON MUTUAL	North American Mortgage Company	12/5/02	12/5/03
1	Lost Instrument Bond	6193505	132,167.00	WASHINGTON MUTUAL	North American Mortgage Company	1/24/03	1/24/04
1	Lost Instrument Bond	6193506	146,388.00	WASHINGTON MUTUAL	THE DIME SAVINGS BANK OF NEW YORK	12/5/02	12/5/03
1	Lost Instrument Bond	6193507	131,024.00	WASHINGTON MUTUAL	North American Mortgage Company	12/5/02	12/5/03
1	Lost Instrument Bond	6193508	79,130.00	WASHINGTON MUTUAL	ACADEMY MORTGAGE CORPORATION	12/5/02	12/5/03
1	Lost Instrument Bond	6193509	83,697.00	WASHINGTON MUTUAL	ACADEMY MORTGAGE CORPORATION DBA RESIDENTIAL MORTGAGE	1/24/03	1/24/04
1	Lost Instrument Bond	6193510	80,154.00	WASHINGTON MUTUAL	ASSOCIATED MORTGAGE CORPORATION	12/5/02	12/5/03
1	Lost Instrument Bond	6193511	97,553.00	WASHINGTON MUTUAL	MORTGAGE INVESTORS GROUP	12/5/02	12/5/03
1	Lost Instrument Bond	6193512	91,104.00	WASHINGTON MUTUAL	ACADEMY MORTGAGE CORPORATION	12/5/02	12/5/03
1	Lost Instrument Bond	6193513	76,392.00	WASHINGTON MUTUAL	SOUTHTRUST MORTGAGE CORPORATION	1/24/03	1/24/04
1	Lost Instrument Bond	6193514	87,437.00	WASHINGTON MUTUAL	North American Mortgage Company	1/24/03	1/24/04
1	Lost Instrument Bond	6193515	107,065.00	WASHINGTON MUTUAL	THE DIME SAVINGS BANK OF NEW YORK	12/5/02	12/5/03
1	Lost Instrument Bond	6193516	195,815.00	WASHINGTON MUTUAL	North American Mortgage Company	12/5/02	12/5/03
1	Lost Instrument Bond	6193517	163,362.00	WASHINGTON MUTUAL	UNIVERSAL LENDING CORPORATION	12/5/02	12/5/03
1	Lost Instrument Bond	6193518	110,072.00	WASHINGTON MUTUAL	North American Mortgage Company	12/5/02	12/5/03
1	Lost Instrument Bond	6193519	121,797.00	WASHINGTON MUTUAL	North American Mortgage Company	12/5/02	12/5/03
1	Lost Instrument Bond	6193520	110,741.00	WASHINGTON MUTUAL	North American Mortgage Company	12/5/02	12/5/03
1	Lost Instrument Bond	6193521	94,699.00	WASHINGTON MUTUAL	NORTH AMERICAN MORTGAGE COMANY	1/24/03	1/24/04
1	Lost Instrument Bond	6193522	131,972.00	WASHINGTON MUTUAL	North American Mortgage Company	1/24/03	1/24/04
1	Lost Instrument Bond	6193523	210,098.00	WASHINGTON MUTUAL	North American Mortgage Company	12/5/02	12/5/03
1	Lost Instrument Bond	6193524	154,015.00	WASHINGTON MUTUAL	North American Mortgage Company	12/5/02	12/5/03
1	Lost Instrument Bond	6193525	144,585.00	WASHINGTON MUTUAL	North American Mortgage Company	1/24/03	1/24/04
1	Lost Instrument Bond	6193526	159,942.00	WASHINGTON MUTUAL	PROFESSIONAL HOME MORTGAGE AMERICAN MIDWEST MORTGAGE	12/5/02	12/5/03
1	Instrument	6193527	64,980.00	WASHINGTON MUTUAL	CORPORATION	12/5/02	12/5/03

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6193528	176,160.00	WASHINGTON MUTUAL	CAPITAL MORTGAGE FUNDING LLC	12/5/02	12/5/03
1	Bond Lost Instrument	6193529	152,040.00	WASHINGTON MUTUAL	CAPITAL MORTGAGE FUNDING LLC	12/5/02	12/5/03
1	Bond Lost Instrument	6193530	179,580.00	WASHINGTON MUTUAL	CAPITAL MORTGAGE FUNDING LLC	12/5/02	12/5/03
1	Bond Lost Instrument	6193531	161,940.00	WASHINGTON MUTUAL	CAPITAL MORTGAGE FUNDING LLC	12/5/02	12/5/03
1	Bond Lost Instrument	6193532	173,380.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	12/5/02	12/5/03
1	Bond Lost Instrument	6193533	140,676.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	12/5/02	12/5/03
1	Bond Lost Instrument	6193534	151,133.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	12/5/02	12/5/03
1	Bond Lost Instrument	6193535	130,375.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	12/5/02	12/5/03
1	Bond Lost Instrument	6193536	103,881.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	12/5/02	12/5/03
1	Bond Lost Instrument	6193537	115,307.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	12/5/02	12/5/03
1	Bond Lost Instrument	6193538	109,782.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK FA	12/5/02	12/5/03
1	Bond Lost Instrument	6193539	145,526.00	WASHINGTON MUTUAL	HEARTWELL MORTGAGE CORPORATION	12/12/02	12/12/03
1	Bond Lost Instrument	6193542	157,896.00	WASHINGTON MUTUAL	SECURITY MORTGAGE, INC.	12/16/02	12/16/03
1	Bond Lost Instrument	6193544	104,820.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	12/18/02	12/18/03
1	Bond Lost Instrument	6193545	87,704.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	12/18/02	12/18/03
1	Bond Lost Instrument	6193546	127,255.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	12/18/02	12/18/03
1	Bond Lost Instrument	6193547	41,729.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	12/18/02	12/18/03
1	Bond Lost Instrument	6193548	98,297.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	12/18/02	12/18/03
1	Bond Lost Instrument	6193549	90,845.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	12/18/02	12/18/03
1	Bond Lost Instrument	6193550	95,679.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	12/18/02	12/18/03
1	Bond Lost Instrument	6193551	93,968.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	12/18/02	12/18/03
1	Bond Lost Instrument	6193552	69,215.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	12/18/02	12/18/03
1	Bond Lost Instrument	6193553	130,915.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	12/18/02	12/18/03
1	Bond Lost Instrument	6193554	150,603.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	12/18/02	12/18/03
1	Bond	6193555	114,848.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	12/18/02	12/18/03
1	Lost	6193556	127,557.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	12/18/02	12/18/03



Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
	Instrument						
	Bond						
	Lost						
1	Instrument						
	Bond	6193557	99,204.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	12/18/02	12/18/03
	Lost						
1	Instrument						
	Bond	6193558	151,544.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	12/18/02	12/18/03
	Lost						
1	Instrument						
	Bond	6193559	109,782.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	12/18/02	12/18/03
	Lost						
1	Instrument						
	Bond	6193560	105,279.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	12/5/02	12/5/03
	Lost						
1	Instrument						
	Bond	6193561	149,707.00	WASHINGTON MUTUAL	MONTANA MORTGAGE COMPANY	12/31/02	12/31/03
	Lost						
1	Instrument						
	Bond	6193562	211,800.00	WASHINGTON MUTUAL	Mackinac Savings Bank	12/31/02	12/31/03
	Lost						
1	Instrument						
	Bond	6193563	164,430.00	WASHINGTON MUTUAL	FIRST MORTGAGE CORPORATION	12/31/02	12/31/03
	Lost						
1	Instrument						
	Bond	6193564	182,152.00	WASHINGTON MUTUAL	MAC-CLAIR MORTGAGE CORPORATION	12/31/02	12/31/03
	Lost						
1	Instrument						
	Bond	6193565	152,008.00	WASHINGTON MUTUAL	PREMIER MORTGAGE GROUP LLC	12/31/02	12/31/03
	Lost						
1	Instrument						
	Bond	6193566	64,194.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	1/22/03	1/22/04
	Lost						
1	Instrument						
	Bond	6193567	112,808.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	1/22/03	1/22/04
	Lost						
1	Instrument						
	Bond	6193568	132,415.00	WASHINGTON MUTUAL	TRUST ONE MORTGAGE CORPORATION	1/22/03	1/22/04
	Lost						
1	Instrument						
	Bond	6193569	93,968.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	1/22/03	1/22/04
	Lost						
1	Instrument						
	Bond	6193570	95,679.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	1/22/03	1/22/04
	Lost						
1	Instrument						
	Bond	6193572	68,629.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	1/24/03	1/24/04
	Lost						
1	Instrument						
	Bond	6193573	102,382.00	WASHINGTON MUTUAL	AMERICAN UNITED MORTGAGE SERVICES OF AMERICA	1/24/03	1/24/04
	Lost						
1	Instrument						
	Bond	6193574	194,372.00	WASHINGTON MUTUAL	SUMMIT MORTGAGE CORPORATION	1/24/03	1/24/04
	Lost						
1	Instrument						
	Bond	6193575	72,000.00	WASHINGTON MUTUAL	MAC-CLAIR MORTGAGE CORPORATION	1/24/03	1/24/04
	Lost						
1	Instrument						
	Bond	6193576	129,323.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	1/24/03	1/24/04
	Lost						
1	Instrument						
	Bond	6193577	127,056.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	1/24/03	1/24/04
	Lost						
1	Instrument						
	Bond	6193578	90,845.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	1/24/03	1/24/04
	Lost						
1	Instrument						
	Bond	6193579	135,552.00	WASHINGTON MUTUAL	North American Mortgage Company	1/24/03	1/24/04
	Lost						
1	Instrument						
	Bond	6193580	172,148.00	WASHINGTON MUTUAL	DAVID MORTGAGE INC. DBA BARNACLO HOME LOAN	1/30/03	1/30/04
	Lost						
1	Instrument						
	Bond	6193581	182,090.00	WASHINGTON MUTUAL	American Fidelity Mortgage	1/30/03	1/30/04
	Lost						
1	Instrument						
	Bond	6193582	85,868.00	WASHINGTON MUTUAL	paragon home lending llc	1/30/03	1/30/04

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6193583	212,071.00	WASHINGTON MUTUAL	paragon home lending llc	1/30/03	1/30/04
1	Lost Instrument Bond	6193584	114,655.00	WASHINGTON MUTUAL	PARAGON HOME LEDNING, LLC	1/30/03	1/30/04
1	Lost Instrument Bond	6193585	185,708.00	WASHINGTON MUTUAL	paragon home lending llc	1/30/03	1/30/04
1	Lost Instrument Bond	6193586	94,651.00	WASHINGTON MUTUAL	FRIST BANK AND TRUST CO	1/30/03	1/30/04
1	Lost Instrument Bond	6193587	97,086.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	1/30/03	1/30/04
1	Lost Instrument Bond	6193588	146,483.00	WASHINGTON MUTUAL	ALLIED HOME MORTGAGE CAPITAL CORPORATION	1/30/03	1/30/04
1	Lost Instrument Bond	6193589	116,608.00	WASHINGTON MUTUAL	ALLIED HOME MORTGAGE CAPITAL CORPORATION	1/30/03	1/30/04
1	Lost Instrument Bond	6193590	200,053.00	WASHINGTON MUTUAL	CUSTOM MORTGAGE, INC	1/30/03	1/30/04
1	Lost Instrument Bond	6193591	72,775.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	1/30/03	1/30/04
1	Lost Instrument Bond	6193592	97,946.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	1/30/03	1/30/04
1	Lost Instrument Bond	6193593	149,958.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	1/30/03	1/30/04
1	Lost Instrument Bond	6193594	84,721.00	WASHINGTON MUTUAL	AMSOUTH BANK	2/4/03	2/4/04
1	Lost Instrument Bond	6193596	244,368.00	WASHINGTON MUTUAL	united capital mortgage corp	2/5/03	2/5/04
1	Lost Instrument Bond	6193597	215,687.00	WASHINGTON MUTUAL	STRATEGIC MORTGAGE COMPANY	2/5/03	2/5/04
1	Lost Instrument Bond	6193598	133,320.00	WASHINGTON MUTUAL	DAVID MORTGAGE INC	2/5/03	2/5/04
1	Lost Instrument Bond	6199467	137,048.00	WASHINGTON MUTUAL	PILLAR FINANCIAL	1/13/03	1/13/04
1	Lost Instrument Bond	6199468	69,588.00	WASHINGTON MUTUAL	CASTLE MORTGAGE CORPORATION	1/13/03	1/13/04
1	Lost Instrument Bond	6199469	122,872.00	WASHINGTON MUTUAL	CENTRAL ILLINOIS BANK MCLEAN COUNTY	1/13/03	1/13/04
1	Lost Instrument Bond	6199470	131,491.00	WASHINGTON MUTUAL	MORTGAGE PORTFOLIO SERVICES, INC.	1/13/03	1/13/04
1	Lost Instrument Bond	6199471	176,305.00	WASHINGTON MUTUAL	PLATINUM HOME MORTGAGE CORP	1/13/03	1/13/04
1	Lost Instrument Bond	6199472	372,172.00	WASHINGTON MUTUAL	U.S. MORTGAGE CORP. DBA LEND AMERICA	1/13/03	1/13/04
1	Lost Instrument Bond	6199473	230,384.00	WASHINGTON MUTUAL	mountain crest mortgage inc	1/13/03	1/13/04
1	Lost Instrument Bond	6199474	176,802.00	WASHINGTON MUTUAL	RESERVE MORTGAGE INVESTMENTS, LLC	1/13/03	1/13/04
1	Lost Instrument Bond	6199475	176,256.00	WASHINGTON MUTUAL	CONTOUR MORTGAGE GROUP, INC	1/13/03	1/13/04
1	Lost Instrument Bond	6199476	188,382.00	WASHINGTON MUTUAL	ROCKY MOUNTAIN MORTGAGE SPECIALIST INC	1/13/03	1/13/04
1	Instrument	6199507	159,270.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	1/15/03	1/15/04

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6199508	174,727.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	1/15/03	1/15/04
1	Bond Lost Instrument	6199509	98,818.00	WASHINGTON MUTUAL	AMERIFIRST FINANCIAL CORPORATION	1/15/03	1/15/04
1	Bond Lost Instrument	6199510	138,875.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	1/15/03	1/15/04
1	Bond Lost Instrument	6199511	140,786.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	1/15/03	1/15/04
1	Bond Lost Instrument	6199512	90,536.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	1/15/03	1/15/04
1	Bond Lost Instrument	6199513	96,185.00	WASHINGTON MUTUAL	PARAGON HOME LENDING, LLC	1/15/03	1/15/04
1	Bond Lost Instrument	6199535	80,759.00	WASHINGTON MUTUAL	LAKE MORTGAGE COMPANY, INC	1/22/03	1/22/04
1	Bond Lost Instrument	6202722	100,276.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	2/24/03	2/24/04
1	Bond Lost Instrument	6202723	91,682.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	2/24/03	2/24/04
1	Bond Lost Instrument	6202724	118,738.00	WASHINGTON MUTUAL	WASHINTON MUTUAL BANK, FA	2/24/03	2/24/04
1	Bond Lost Instrument	6202725	181,796.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	2/24/03	2/24/04
1	Bond Lost Instrument	6202726	160,960.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	2/24/03	2/24/04
1	Bond Lost Instrument	6202748	48,415.00	WASHINGTON MUTUAL	TOWNE & COUNTRY MORTGAGE	3/21/03	2/21/04
1	Bond Lost Instrument	6202749	297,550.00	WASHINGTON MUTUAL	BUDGET MORTGAGE BANKERS, LTD	3/21/03	3/21/04
1	Bond Lost Instrument	6202750	329,850.00	WASHINGTON MUTUAL	FIRST WEST MORTGAGE BANKERS, LTD.	3/21/03	3/21/04
1	Bond Lost Instrument	6202751	134,101.00	WASHINGTON MUTUAL	GROVES FUNDING CORP.	3/21/03	3/21/04
1	Bond Lost Instrument	6202752	107,769.00	WASHINGTON MUTUAL	AMCAP MORTGAGE, LTD	3/21/03	3/21/04
1	Bond Lost Instrument	6202753	194,880.00	WASHINGTON MUTUAL	SECURITY MORTGAGE INC.	3/21/03	3/21/04
1	Bond Lost Instrument	6202754	166,128.00	WASHINGTON MUTUAL	WARREN FEDERAL CREDIT UNION	3/21/03	3/21/04
1	Bond Lost Instrument	6202763	117,200.00	WASHINGTON MUTUAL	PINE STATE MORTGAGE CORP	3/21/03	3/21/04
1	Bond Lost Instrument	6202764	131,651.00	WASHINGTON MUTUAL	FOUNDATION FUNDING GROUP, INC.	3/24/03	3/24/04
1	Bond Lost Instrument	6202769	105,217.00	WASHINGTON MUTUAL	FOUNDATION FUNDING GROUP, INC.	3/26/03	3/26/04
1	Bond Lost Instrument	6202770	125,517.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	3/21/03	3/21/04
1	Bond Lost Instrument	6202772	86,660.00	WASHINGTON MUTUAL	MILLS COUNTY STATE BANK	3/27/03	3/27/04
1	Bond	6202773	156,000.00	WASHINGTON MUTUAL	COLORADO FEDERAL SAVINGS BANK	3/27/03	3/27/04
1	Lost	6202788	105,539.00	WASHINGTON MUTUAL	SUMMIT MORTGAGE CORPORATION	4/9/03	4/9/04

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
	Instrument						
	Bond						
	Lost						
1	Instrument	6202795	211,201.00	WASHINGTON MUTUAL	EQUITY MORTGAGE CORPORATION	2/5/03	2/5/04
	Bond						
	Lost						
1	Instrument	6202800	99,829.00	WASHINGTON MUTUAL	paragon home lending llc	2/14/03	2/14/04
	Bond						
	Lost						
1	Instrument	6202801	254,014.00	WASHINGTON MUTUAL	HOME AMERICAN MORTGAGE CORPORATION	2/14/03	2/14/04
	Bond						
	Lost						
1	Instrument	6202802	230,581.00	WASHINGTON MUTUAL	HOME AMERICAN MORTGAGE CORPORATION	2/14/03	2/14/04
	Bond						
	Lost						
1	Instrument	6202803	78,120.00	WASHINGTON MUTUAL	AMERIFIRST FINANCIAL CORPORATION	2/14/03	2/14/04
	Bond						
	Lost						
1	Instrument	6202804	140,490.00	WASHINGTON MUTUAL	PLYMOUTH EXCHANGE MORTGAGE CORPORATION	2/14/03	2/14/04
	Bond						
	Lost						
1	Instrument	6202805	258,900.00	WASHINGTON MUTUAL	paragon home lending llc	2/14/03	2/14/04
	Bond						
	Lost						
1	Instrument	6202808	132,368.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	2/26/02	2/26/03
	Bond						
	Lost						
1	Instrument	6202809	144,985.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	2/26/03	2/22/04
	Bond						
	Lost						
1	Instrument	6202810	140,633.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	2/26/03	2/26/04
	Bond						
	Lost						
1	Instrument	6202811	184,049.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	2/26/03	2/26/04
	Bond						
	Lost						
1	Instrument	6202812	193,224.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	2/26/03	2/26/04
	Bond						
	Lost						
1	Instrument	6202813	116,806.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	2/26/03	2/26/04
	Bond						
	Lost						
1	Instrument	6202826	133,393.00	WASHINGTON MUTUAL	NOVASTAR MORTGAGE, INC.	3/17/03	3/17/04
	Bond						
	Lost						
1	Instrument	6202827	104,650.00	WASHINGTON MUTUAL	WESTAR MORTGAGE CORP.,INC.	3/17/03	3/17/04
	Bond						
	Lost						
1	Instrument	6202828	203,820.00	WASHINGTON MUTUAL	MORTGAGE INVESTORS CORPORATION	3/17/03	3/17/04
	Bond						
	Lost						
1	Instrument	6202829	137,773.00	WASHINGTON MUTUAL	TRUST ONE	3/17/03	3/17/04
	Bond						
	Lost						
1	Instrument	6202831	256,819.00	WASHINGTON MUTUAL	Chicago Bancorp, Inc.	3/17/03	3/17/04
	Bond						
	Lost						
1	Instrument	6202832	166,678.00	WASHINGTON MUTUAL	GUARANTY FEDERAL FINANCIAL CORPORATION	3/17/03	3/17/04
	Bond						
	Lost						
1	Instrument	6202833	155,160.00	WASHINGTON MUTUAL	NEW AMERICA FINANCIAL	3/17/03	3/17/04
	Bond						
	Lost						
1	Instrument	6202838	127,597.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	3/19/03	3/19/04
	Bond						
	Lost						
1	Instrument	6202839	106,871.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	3/19/03	3/19/04
	Bond						
	Lost						
1	Instrument	6202840	124,573.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	3/19/03	3/19/04
	Bond						
	Lost						
1	Instrument	6202841	108,446.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	3/19/03	3/19/04
	Bond						
	Lost						
1	Instrument	6202842	166,254.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	3/19/03	3/19/04
	Bond						

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6202843	129,917.00	WASHINGTON MUTUAL	FOUNDATION FUNDING GROUP, INC.	3/26/03	3/26/04
1	Lost Instrument Bond	6202849	110,201.00	WASHINGTON MUTUAL	PRINCETON MORTGAGE CORPORATION	4/8/03	4/8/04
1	Lost Instrument Bond	6202850	58,475.00	WASHINGTON MUTUAL	PRINCETON MORTGAGE CORPORATION	4/8/03	4/8/04
1	Lost Instrument Bond	6202851	136,150.00	WASHINGTON MUTUAL	PRINCETON MORTGAGE CORPORATION	4/8/03	4/8/04
1	Lost Instrument Bond	6202852	110,752.00	WASHINGTON MUTUAL	PRIMARY CAPITAL ADVISORS LLC	4/9/03	4/9/04
1	Lost Instrument Bond	6202853	246,039.00	WASHINGTON MUTUAL	PRINCETON MORTGAGE CORPORATION	4/9/03	4/9/04
1	Lost Instrument Bond	6202858	135,816.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	4/15/03	4/15/04
1	Lost Instrument Bond	6202859	120,625.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	4/15/03	4/15/04
1	Lost Instrument Bond	6202860	42,481.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	4/15/03	4/15/04
1	Lost Instrument Bond	6202861	119,495.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	4/15/03	4/15/04
1	Lost Instrument Bond	6202862	58,814.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	4/15/03	4/15/04
1	Lost Instrument Bond	6202863	67,532.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	4/15/03	4/15/04
1	Lost Instrument Bond	6202864	252,176.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	4/15/03	4/15/04
1	Lost Instrument Bond	6202865	150,502.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	4/15/03	4/15/04
1	Lost Instrument Bond	6202866	158,766.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	4/15/03	4/15/04
1	Lost Instrument Bond	6202867	115,031.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, F.A.	4/15/03	4/15/04
1	Lost Instrument Bond	6202868	35,192.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	4/15/03	4/15/04
1	Lost Instrument Bond	6202869	84,322.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, F.A.	4/15/03	4/15/04
1	Lost Instrument Bond	6202870	64,967.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, F.A.	4/15/03	4/15/04
1	Lost Instrument Bond	6202871	88,266.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, F.A.	4/15/03	4/15/04
1	Lost Instrument Bond	6202872	74,533.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	4/15/03	4/15/04
1	Lost Instrument Bond	6202873	35,991.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, F.A.	4/15/03	4/15/04
1	Lost Instrument Bond	6202874	124,349.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	4/15/03	4/15/04
1	Lost Instrument Bond	6202875	139,411.00	WASHINGTON MUTUAL	PLYMOUTH EXCHANGE MORTGAGE	4/15/03	4/15/04
1	Lost Instrument Bond	6202876	128,194.00	WASHINGTON MUTUAL	MACCLAIR MORTGAGE	4/15/03	4/15/04
1	Instrument	6202877	92,923.00	WASHINGTON MUTUAL	PRINCETON MORTGAGE CORPORATION	4/15/03	4/15/04

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6202879	97,853.00	WASHINGTON MUTUAL	PRINCETON MORTGAGE CORPORATION	4/18/03	4/18/04
1	Bond Lost Instrument	6202880	133,900.00	WASHINGTON MUTUAL	PRINCETON MORTGAGE CORPORATION	4/18/03	4/18/04
1	Bond Lost Instrument	6216599	128,243.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	5/1/03	5/1/04
1	Bond Lost Instrument	6216601	46,713.00	WASHINGTON MUTUAL	BANC ONE MORTGAGE CORPORATION	5/1/03	5/1/04
1	Bond Lost Instrument	6216602	146,435.00	WASHINGTON MUTUAL	paragon home lending	5/1/03	5/1/04
1	Bond Lost Instrument	6216603	198,778.00	WASHINGTON MUTUAL	CLASSIC MORTGAGE, LLC	5/1/03	5/1/04
1	Bond Lost Instrument	6216609	166,409.00	WASHINGTON MUTUAL BANK, FA	US MORTGAGE CORPORATION	5/28/03	5/28/04
1	Bond Lost Instrument	6216610	121,541.00	WASHINGTON MUTUAL BANK, FA	US MORTGAGE CORPORATION	5/28/03	5/28/04
1	Bond Lost Instrument	6216612	121,185.00	WASHINGTON MUTUAL	AMERIFIRST FINANCIAL CORPORATION DBA HOME LOAN CONSULTANTS	5/15/03	5/15/04
1	Bond Lost Instrument	6216613	64,110.00	WASHINGTON MUTUAL	FIRST PREFERENCE MORTGAGE CORP.	5/15/03	5/15/04
1	Bond Lost Instrument	6216614	144,674.00	WASHINGTON MUTUAL BANK, FA	PRINCETON MORTGAGE CORPORATION	5/8/03	5/8/04
1	Bond Lost Instrument	6216615	174,150.00	WASHINGTON MUTUAL BANK, FA	PRINCETON MORTGAGE CORPORATION	5/28/03	5/28/04
1	Bond Lost Instrument	6216627	163,936.00	WASHINGTON MUTUAL BANK, F.A.	TCF MORTGAGE	5/9/03	5/9/04
1	Bond Lost Instrument	6216628	113,460.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Bond Lost Instrument	6216629	62,842.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Bond Lost Instrument	6216630	64,561.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Bond Lost Instrument	6216631	97,503.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Bond Lost Instrument	6216632	146,353.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Bond Lost Instrument	6216633	64,816.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Bond Lost Instrument	6216634	73,010.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Bond Lost Instrument	6216635	93,990.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Bond Lost Instrument	6216636	74,147.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Bond Lost Instrument	6216637	88,646.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Bond Lost Instrument	6216638	78,762.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Bond	6216639	83,342.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Lost	6216640	89,258.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Instrument Bond Lost	6216641	88,327.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost	6216642	189,911.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost	6216643	82,623.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost	6216644	286,437.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost	6216645	190,005.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost	6216646	72,790.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost	6216647	128,223.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost	6216648	101,692.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost	6216649	46,931.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost	6216650	141,066.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost	6216651	146,448.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost	6216652	30,618.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost	6216653	157,636.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost	6216654	178,535.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost	6216655	155,326.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost	6216656	171,902.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost	6216657	113,541.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost	6216658	121,414.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost	6216659	162,771.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost	6216660	145,876.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost	6216661	107,420.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost	6216662	236,188.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost	6216663	173,790.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost	6216664	100,897.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond	6216665	156,875.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6216666	201,450.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Lost Instrument Bond	6216667	120,630.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Lost Instrument Bond	6216668	32,360.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Lost Instrument Bond	6216669	35,192.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Lost Instrument Bond	6216670	78,148.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Lost Instrument Bond	6216671	51,537.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Lost Instrument Bond	6216672	75,882.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Lost Instrument Bond	6216673	95,994.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Lost Instrument Bond	6216674	107,400.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Lost Instrument Bond	6216675	111,528.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Lost Instrument Bond	6216676	64,086.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Lost Instrument Bond	6216677	124,727.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Lost Instrument Bond	6216678	90,848.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Lost Instrument Bond	6216679	84,000.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Lost Instrument Bond	6216680	125,394.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Lost Instrument Bond	6216681	115,031.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Lost Instrument Bond	6216684	236,292.00	WASHINGTON MUTUAL BANK, FA	1st advantage mortgage	5/13/03	5/13/04
1	Lost Instrument Bond	6221119	145,790.00	WASHINGTON MUTUAL BANK, FA	KAUFMAN AND BROAD MORTGAGE COMPANY	5/19/03	5/19/04
1	Lost Instrument Bond	6221120	91,254.00	WASHINGTON MUTUAL BANK, FA	MORTGAGE INVESTORS GROUP	5/19/03	5/19/04
1	Lost Instrument Bond	6221121	113,647.00	WASHINGTON MUTUAL BANK, FA	American Fidelity Mortgage	5/19/03	5/19/04
1	Lost Instrument Bond	6221122	145,692.00	WASHINGTON MUTUAL BANK, FA	FIRST AMERICAN BANK	5/19/03	5/19/04
1	Lost Instrument Bond	6221123	264,043.00	WASHINGTON MUTUAL BANK, FA	home savings mortgage	5/19/03	5/19/04
1	Lost Instrument Bond	6221124	138,516.00	WASHINGTON MUTUAL BANK, FA	PINNACLE FINANCIAL CORPORATION DBA PRO STARR LENDING	5/19/03	5/19/04
1	Lost Instrument Bond	6221125	207,493.00	WASHINGTON MUTUAL BANK, FA	homeowners mortgage enterprises, inc	5/19/03	5/19/04
1	Lost Instrument Bond	6221126	102,477.00	WASHINGTON MUTUAL BANK, FA	CENTRAL BANK & TRUST	5/19/03	5/19/04
1	Instrument	6221127	205,791.00	WASHINGTON MUTUAL BANK, FA	SYRACUSE SECURITIES	5/19/03	5/19/04



Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6221128	154,637.00	WASHINGTON MUTUAL BANK, FA	WALL STREET FINANCIAL CORPORATION	5/19/03	5/19/04
1	Bond Lost Instrument	6221129	88,241.00	WASHINGTON MUTUAL BANK, FA	MORTGAGE INVESTORS GROUP	5/19/03	5/19/04
1	Bond Lost Instrument	6221130	68,452.00	WASHINGTON MUTUAL BANK, FA	TURNER MORTGAGE COMPANY	5/19/03	5/19/04
1	Bond Lost Instrument	6221131	189,207.00	WASHINGTON MUTUAL BANK, FA	PARAMOUNT FUNDING CORP.	5/19/03	5/19/04
1	Bond Lost Instrument	6221132	209,142.00	WASHINGTON MUTUAL BANK, FA	VENTURE ONE MORTGAGE CORPORATION	5/19/03	5/19/04
1	Bond Lost Instrument	6221133	101,002.00	WASHINGTON MUTUAL BANK, FA	AURORA LOAN SERVICES INC.	5/19/03	5/19/04
1	Bond Lost Instrument	6221134	67,580.00	WASHINGTON MUTUAL BANK, FA	HAMILTON MORTGAGE CORPORATION	5/19/03	5/19/04
1	Bond Lost Instrument	6221135	168,089.00	WASHINGTON MUTUAL BANK, FA	COMMONWEALTH BANK & TRUST COMPANY	5/19/03	5/19/04
1	Bond Lost Instrument	6221136	93,819.00	WASHINGTON MUTUAL BANK, FA	TAYLOR, BEAN & WHITAKER MORTGAGE CORP	5/19/03	5/19/04
1	Bond Lost Instrument	6221137	83,648.00	WASHINGTON MUTUAL BANK, FA	TAYLOR, BEAN & WHITAKER MORTGAGE CORP	5/19/03	5/19/04
1	Bond Lost Instrument	6221138	98,493.00	WASHINGTON MUTUAL BANK FA	mortgage investors corporation	5/19/03	5/19/04
1	Bond Lost Instrument	6221139	203,160.00	WASHINGTON MUTUAL BANK, FA	TRUST ONE MORTGAGE CORPORATION AMERIGROUP MORTGAGE CORPORATION, A DIVISION OF MORTGAGE	5/19/03	5/19/04
1	Bond Lost Instrument	6221141	142,921.00	WASHINGTON MUTUAL BANK, FA	FIRST MAGNUS FINANCIAL CORPORATION AMERIGROUP MORTGAGE CORPORATION, A DIVISION OF MORTGAGE	5/19/03	5/19/04
1	Bond Lost Instrument	6221142	136,159.00	WASHINGTON MUTUAL BANK, FA	kb home mortgage company	5/19/03	5/19/04
1	Bond Lost Instrument	6221143	132,024.00	WASHINGTON MUTUAL BANK, FA	FIRST ALLIANCE BANK	5/19/03	5/19/04
1	Bond Lost Instrument	6221144	236,525.00	WASHINGTON MUTUAL BANK, FA	FIRST PACIFIC FINANCIAL	5/19/03	5/19/04
1	Bond Lost Instrument	6221145	133,286.00	WASHINGTON MUTUAL BANK, FA	ALLIANCE MORTGAGE BANKING CORPORATION	5/19/03	5/19/04
1	Bond Lost Instrument	6221146	127,334.00	WASHINGTON MUTUAL BANK, FA	SUMMIT FINANCIAL CENTER, INC	5/19/03	5/19/04
1	Bond Lost Instrument	6221147	284,740.00	WASHINGTON MUTUAL BANK, FA	TAYLOR, BEAN & WHITAKER MORTGAGE CORP	5/19/03	5/19/04
1	Bond Lost Instrument	6221148	143,652.00	WASHINGTON MUTUAL BANK, FA	FLEET NATIONAL BANK	5/19/03	5/19/04
1	Bond Lost Instrument	6221149	172,650.00	WASHINGTON MUTUAL BANK, FA	LOANCITY.COM	5/19/03	5/19/04
1	Bond Lost Instrument	6221150	147,708.00	WASHINGTON MUTUAL BANK, FA	PRIORITY ONE MORTGAGE AMERIGROUP MORTGAGE CORPORATION, A DIVISION OF MORTGAGE	5/19/03	5/19/04
1	Bond Lost Instrument	6221151	180,325.00	WASHINGTON MUTUAL BANK, FA	TAYLOR, BEAN & WHITAKER	5/19/03	5/19/04
1	Bond Lost Instrument	6221152	128,302.00	WASHINGTON MUTUAL BANK, FA			
1	Bond Lost Instrument	6221153	199,112.00	WASHINGTON MUTUAL BANK, FA			
1	Bond Lost Instrument	6221155	108,186.00	WASHINGTON MUTUAL BANK, FA			

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
	Instrument				MORTGAGE CORP.		
	Bond						
	Lost						
1	Instrument				FIRST MAGNUS FINANCIAL		
	Bond	6221156	116,184.00	WASHINGTON MUTUAL BANK, FA	CORPORATION	5/19/03	5/19/04
	Lost						
1	Instrument				SILVER STATE MORTGAGE	5/19/03	5/19/04
	Bond	6221157	120,640.00	WASHINGTON MUTUAL BANK, FA			
	Lost						
1	Instrument				WHITE OAK MORTGAGE GROUP, LLC	5/19/03	5/19/04
	Bond	6221158	112,659.00	WASHINGTON MUTUAL BANK, FA			
	Lost						
1	Instrument				MORTGAGE INVESTORS GROUP	5/19/03	5/19/04
	Bond	6221159	134,793.00	WASHINGTON MUTUAL BANK, FA			
	Lost						
1	Instrument				TRUST AMERICA MORTGAGE, INC.	5/19/03	5/19/04
	Bond	6221160	104,413.00	WASHINGTON MUTUAL BANK, FA			
	Lost						
1	Instrument				JOHNSON MORTGAGE COMPANY, LLC	7/19/03	4/19/04
	Bond	6221161	92,259.00	WASHINGTON MUTUAL BANK, FA			
	Lost						
1	Instrument				BATH NATIONAL BANK	5/19/03	5/19/04
	Bond	6221162	45,570.00	WASHINGTON MUTUAL BANK, FA			
	Lost						
1	Instrument				JOHNSON MORTGAGE COMPANY, LLC	5/19/03	5/19/04
	Bond	6221163	124,956.00	WASHINGTON MUTUAL BANK, FA			
	Lost						
1	Instrument				HAMILTON MORTGAGE COMPANY DBA		
	Bond	6221164	107,092.00	WASHINGTON MUTUAL BANK, FA	PHOENIX HOME LENDING	5/19/03	5/19/04
	Lost						
1	Instrument				SUN AMERICA MORTGAGE		
	Bond	6221165	113,723.00	WASHINGTON MUTUALBANK, FA	CORPORATION	5/19/03	5/19/04
	Lost						
1	Instrument				HAMILTON MORTGAGE COMPANY	5/19/03	5/19/04
	Bond	6221166	103,922.00	WASHINGTON MUTUAL BANK, FA			
	Lost						
1	Instrument				SERVICE MORTGAGE UNDERWRITERS,		
	Bond	6221167	86,533.00	WASHINGTON MUTUAL BANK, FA	INC.	5/19/03	5/19/04
	Lost						
1	Instrument				ACADEMY MORTGAGE CORPORATION	5/19/03	5/19/04
	Bond	6221168	164,395.00	WASHINGTON MUTUAL BANK, FA			
	Lost						
1	Instrument				SUN AMERICA MORTGAGE		
	Bond	6221169	66,434.00	WASHINGTON MUTUAL BANK, FA	CORPORATION	5/19/03	5/19/04
	Lost						
1	Instrument				CAPITAL INTERNATIONAL FINANCIAL,		
	Bond	6221170	107,238.00	WASHINGTON MUTUAL BANK, FA	INC.	5/19/03	5/19/04
	Lost						
1	Instrument				PLATINUM CAPITAL GROUP DBA		
	Bond	6221171	148,175.00	WASHINGTON MUTUAL BANK, FA	PRIMERA MORTGAGE CO.	5/19/03	5/19/04
	Lost						
1	Instrument				UNITY MORTGAGE CORPORATION	5/19/03	5/19/04
	Bond	6221172	171,924.00	WASHINGTON MUTUAL BANK, FA			
	Lost						
1	Instrument				MORTGAGE ENTERPRISE, LTD	5/19/03	5/19/04
	Bond	6221173	269,957.00	WASHINGTON MUTUAL BANK, FA			
	Lost						
1	Instrument				Coastal Capital Corporation dba The Mortgage		
	Bond	6221174	297,060.00	WASHINGTON MUTUAL BANK, FA	Shop	5/19/03	5/19/04
	Lost						
1	Instrument				CITY STATE BANK	5/19/03	5/19/04
	Bond	6221175	111,001.00	WASHINGTON MUTUAL BANK, FA			
	Lost						
1	Instrument				FIRST COMMERCE BANK	5/19/03	5/19/04
	Bond	6221176	101,890.00	WASHINGTON MUTUAL BANK, FA			
	Lost						
1	Instrument				GROUP ONE MORTGAGE INC.	5/19/03	5/19/04
	Bond	6221177	163,188.00	WASHINGTON MUTUAL BANK, FA			
	Lost						
1	Instrument				COMMUNITY FIRST MORTGAGE		
	Bond	6221178	114,447.00	WASHINGTON MUTUAL BANK, FA	CORPORATION	5/19/03	5/19/04
	Lost						
1	Instrument				Majestic Home Mortgage Corporation	5/19/03	5/19/04
	Bond	6221179	187,004.00	WASHINGTON MUTUAL BANK, FA			
	Lost						
1	Instrument				FOOTHILL FUNDING GROUP, INC.	5/19/03	5/19/04
	Bond	6221180	109,015.00	WASHINGTON MUTUAL BANK, FA			

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6221181	101,451.00	WASHINGTON MUTUAL BANK, FA	COUNTY MORTGAGE CO., INC.	5/19/03	5/19/04
1	Lost Instrument Bond	6221182	114,230.00	WASHINGTON MUTUAL BANK, FA	GATEWAY FUNDING DIVERSIFIED MORTGAGE SERVICES, LP	5/19/03	5/19/04
1	Lost Instrument Bond	6221183	120,597.00	WASHINGTON MUTUAL BANK, FA	PINE STATE MORTGAGE CORPORATION	5/19/03	5/19/04
1	Lost Instrument Bond	6221184	105,666.00	WASHINGTON MUTUAL BANK, FA	PLATINUM CAPITAL GROUP	5/19/03	5/19/04
1	Lost Instrument Bond	6221185	108,603.00	WASHINGTON MUTUAL BANK, FA	GATEWAY FUNDING DIVERSIFIED MORTGAGE SERVICES, LP	5/19/03	5/19/04
1	Lost Instrument Bond	6221186	120,810.00	WASHINGTON MUTUAL BANK, FA	PINE STATE MORTGAGE CORPORATION	5/19/03	5/19/04
1	Lost Instrument Bond	6221187	191,237.00	WASHINGTON MUTUAL BANK, FA	FIRST MAGNUS FINANCIAL CORPORATION	5/19/03	5/19/04
1	Lost Instrument Bond	6221188	135,954.00	WASHINGTON MUTUAL BANK, FA	GEORGETOWN MORTGAGE, INC.	5/19/03	5/19/04
1	Lost Instrument Bond	6221189	104,276.00	WASHINGTON MUTUAL BANK, FA	NEW YORK MORTGAGE BANKERS, LTD	5/19/03	5/19/04
1	Lost Instrument Bond	6221190	129,626.00	WASHINGTON MUTUAL BANK, FA	GATEWAY FUNDING DIVERSIFIED MORTGAGE SERVICES, LP	5/19/03	5/19/04
1	Lost Instrument Bond	6221191	101,022.00	WASHINGTON MUTUAL BANK, FA	FIRST MAGNUS FINANCIAL CORPORATION	5/19/03	5/19/04
1	Lost Instrument Bond	6221192	68,157.00	WASHINGTON MUTUAL BANK, FA	GATEWAY FUNDING DIVERSIFIED MORTGAGE SERVICES, LP	5/19/03	5/19/04
1	Lost Instrument Bond	6221193	133,003.00	WASHINGTON MUTUAL BANK, FA	PINE STATE MORTGAGE CORPORATION	5/19/03	2/19/04
1	Lost Instrument Bond	6221194	74,707.00	WASHINGTON MUTUAL BANK, FA	AMERICAN FINANCIAL NETWORK, INC.	5/19/03	5/19/04
1	Lost Instrument Bond	6221195	120,722.00	WASHINGTON MUTUAL BANK, FA	TRANSLAND FINANCIAL SERVICES, INC.	5/19/03	5/19/04
1	Lost Instrument Bond	6221196	85,655.00	WASHINGTON MUTUAL BANK, FA	AMERICAN FINANCIAL NETWORK, INC.	5/19/03	5/19/04
1	Lost Instrument Bond	6221197	85,149.00	WASHINGTON MUTUAL BANK, FA	NUMERICA FUNDING, INC.	5/19/03	5/19/04
1	Lost Instrument Bond	6221198	260,194.00	WASHINGTON MUTUAL BANK, FA	PACIFIC HORIZON BANCORP, INC	5/19/03	5/19/04
1	Lost Instrument Bond	6221200	108,084.00	WASHINGTON MUTUAL BANK, FA	MID-MISSOURI MORTGAGE COMPANY	5/19/03	5/19/04
1	Lost Instrument Bond	6221201	63,156.00	WASHINGTON MUTUAL BANK, FA	PREMIER MORTGAGE FUNDING, INC.	5/19/03	5/19/04
1	Lost Instrument Bond	6221202	131,569.00	WASHINGTON MUTUAL BANK, FA	CERTIFIED HOME LOANS OF FLORIDA, INC.	5/19/03	5/19/04
1	Lost Instrument Bond	6221203	99,998.00	WASHINGTON MUTUAL BANK, FA	AURORA FINANCIAL GROUP	5/19/03	5/19/04
1	Lost Instrument Bond	6221204	117,632.00	WASHINGTON MUTUAL BANK, FA	AURORA FINANCIAL GROUP	5/19/03	5/19/04
1	Lost Instrument Bond	6221205	140,856.00	WASHINGTON MUTUAL BANK, FA	SUN AMERICA MORTGAGE CORPORATION	5/19/03	5/19/04
1	Lost Instrument Bond	6221206	235,524.00	WASHINGTON MUTUAL BANK, FA	CENTRAL PACIFIC MORTGAGE COMPANY	5/19/03	5/19/04
1	Instrument	6221207	141,438.00	WASHINGTON MUTUAL BANK, FA	CENTRAL PACIFIC MORTGAGE COMPANY	5/19/03	5/19/04

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6221208	162,608.00	WASHINGTON MUTUAL BANK, FA	CENTRAL PACIFIC MORTGAGE COMPANY	5/19/03	5/19/04
1	Bond Lost Instrument	6221209	130,643.00	WASHINGTON MUTUAL BANK, FA	AMERIGROUP MORTGAGE CORPORATION, A DIVISION OF MORTGAGE	5/19/03	5/19/04
1	Bond Lost Instrument	6221210	81,362.00	WASHINGTON MUTUAL BANK, FA	CENTRAL PACIFIC MORTGAGE COMPANY	5/19/03	5/19/04
1	Bond Lost Instrument	6221211	96,614.00	WASHINGTON MUTUAL BANK, FA	mortgage investors corporation AMERIGROUP MORTGAGE CORPORATION, A DIVISION OF MORTGAGE	5/19/03	5/19/04
1	Bond Lost Instrument	6221212	55,969.00	WASHINGTON MUTUAL BANK, FA	MORTGAGE	5/19/03	5/19/04
1	Bond Lost Instrument	6221213	222,756.00	WASHINGTON MUTUAL BANK, FA	mortgage investors corporation	5/19/03	5/19/04
1	Bond Lost Instrument	6221214	118,855.00	WASHINGTON MUTUAL BANK, FA	NETWORK, INC.	5/19/03	5/19/04
1	Bond Lost Instrument	6221215	118,600.00	WASHINGTON MUTUAL BANK, FA	MORTGAGE INVESTORS GROUP	5/19/03	5/19/04
1	Bond Lost Instrument	6222310	125,606.00	WASHINGTON MUTUAL BANK, FA	STRATEGIC MORTGAGE COMPANY	5/27/03	5/27/04
1	Bond Lost Instrument	6222311	114,869.00	WASHINGTON MUTUAL BANK, FA	FIRST MAGNUS FINANCIAL CORPORATION	5/28/03	5/28/04
1	Bond Lost Instrument	6222312	161,353.00	WASHINGTON MUTUAL BANK, FA	TAYLOR, BEAN & WHITAKER MORTGAGE CORP	5/28/03	5/28/04
1	Bond Lost Instrument	6222316	161,568.00	WASHINGTON MUTUAL BANK, FA	FIRST NATIONAL BANK TEXAS DBA FIRST COMMUNITY MORTGAGE	5/28/03	5/28/04
1	Bond Lost Instrument	6222317	94,921.00	WASHINGTON MUTUAL BANK, FA	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC (MERS)	5/28/03	5/28/04
1	Bond Lost Instrument	6222326	142,201.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/6/03	6/6/04
1	Bond Lost Instrument	6222327	151,426.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/6/03	6/6/04
1	Bond Lost Instrument	6222328	87,306.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/6/03	6/6/04
1	Bond Lost Instrument	6222329	105,960.00	WASHINGTON MUTUAL BANK, FA	CAPITAL MORTGAGE FUNDING, L.L.C.	6/3/03	6/3/04
1	Bond Lost Instrument	6222333	98,353.00	WASHINGTON MUTUAL BANK, FA	WATERMARK FINANCIAL PARTNERS	6/4/03	6/4/04
1	Bond Lost Instrument	6222334	108,635.00	WASHINGTON MUTUAL BANK, FA	WATERMARK FINANCIAL PARTNERS	6/4/03	6/4/04
1	Bond Lost Instrument	6222335	238,118.00	WASHINGTON MUTUAL BANK, FA	WATERMARK FINANCIAL PARTNERS	6/4/03	6/4/04
1	Bond Lost Instrument	6222340	277,679.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/11/03	6/11/04
1	Bond Lost Instrument	6222341	61,755.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/11/03	6/11/04
1	Bond Lost Instrument	6222342	59,282.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/6/03	6/6/04
1	Bond Lost Instrument	6222343	142,038.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/6/03	6/6/04
1	Bond	6222344	186,220.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/6/03	6/6/04
1	Lost	6222345	154,640.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/6/03	6/6/04

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Instrument Bond Lost	6222346	93,157.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/6/03	6/6/04
1	Instrument Bond Lost	6222347	82,228.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/6/03	6/6/04
1	Instrument Bond Lost	6222348	69,661.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/6/03	6/6/04
1	Instrument Bond Lost	6222349	146,354.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/6/03	6/6/04
1	Instrument Bond Lost	6222350	71,891.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/6/03	6/6/04
1	Instrument Bond Lost	6222351	169,147.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/6/03	6/6/04
1	Instrument Bond Lost	6222352	152,428.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/6/03	6/6/04
1	Instrument Bond Lost	6222353	137,739.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/6/03	6/6/04
1	Instrument Bond Lost	6222354	58,647.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/6/03	6/6/04
1	Instrument Bond Lost	6222355	139,168.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/6/03	6/6/04
1	Instrument Bond Lost	6222356	55,931.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/6/03	6/6/04
1	Instrument Bond Lost	6222357	91,575.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/6/03	6/6/04
1	Instrument Bond Lost	6222358	65,491.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/6/03	6/6/04
1	Instrument Bond Lost	6222363	71,337.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/11/03	6/11/04
1	Instrument Bond Lost	6222364	64,065.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/11/03	6/11/04
1	Instrument Bond Lost	6222365	178,756.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/11/03	6/11/04
1	Instrument Bond Lost	6222366	205,872.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/11/03	6/11/04
1	Instrument Bond Lost	6222367	122,452.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/11/03	6/11/04
1	Instrument Bond Lost	6222368	168,000.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/11/03	6/11/04
1	Instrument Bond Lost	6222369	111,384.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/11/03	6/11/04
1	Instrument Bond Lost	6222370	49,914.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/11/03	6/11/04
1	Instrument Bond Lost	6222374	117,480.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/11/03	6/11/04
1	Instrument Bond Lost	6222375	36,238.00	WASHINGTON MUTUAL BANK, F.A.	WASHINGTON MUTUAL BANK, F.A.	6/12/03	6/12/04
1	Instrument Bond Lost	6222376	49,398.00	WASHINGTON MUTUAL BANK, F.A.	WASHINGTON MUTUAL BANK, F.A.	6/12/03	6/12/04
1	Instrument Bond	6222377	155,546.00	WASHINGTON MUTUAL BANK F.A.	WASHINGTON MUTUAL BANK, F.A.	6/12/03	6/12/04

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6222378	58,399.00	WASHINGTON MUTUAL BANK, F.A.	WASHINGTON MUTUAL BANK, F.A.	6/12/03	6/12/04
1	Lost Instrument Bond	6222379	61,366.00	WASHINGTON MUTUAL BANK, F.A.	WASHINGTON MUTUAL BANK, F.A.	6/12/03	6/12/04
1	Lost Instrument Bond	6222380	35,360.00	WASHINGTON MUTUAL BANK, F.A.	WASHINGTON MUTUAL BANK, F.A.	6/12/03	6/12/04
1	Lost Instrument Bond	6222381	87,564.00	WASHINGTON MUTUAL BANK, F.A.	WASHINGTON MUTUAL BANK, F.A.	6/12/03	6/12/04
1	Lost Instrument Bond	6222382	92,273.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/12/03	6/12/04
1	Lost Instrument Bond	6222383	63,375.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/12/03	6/12/04
1	Lost Instrument Bond	6222384	35,096.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/12/03	6/12/04
1	Lost Instrument Bond	6222385	53,347.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/12/03	6/12/04
1	Lost Instrument Bond	6222386	74,045.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/12/03	6/12/04
1	Lost Instrument Bond	6222387	42,201.00	WASHINGTON MUTUAL BANK, F.A.	WASHINGTON MUTUAL BANK, F.A.	6/12/03	6/12/04
1	Lost Instrument Bond	6222388	40,022.00	WASHINGTON MUTUAL BANK, F.A.	WASHINGTON MUTUAL BANK, F.A.	6/12/03	6/12/04
1	Lost Instrument Bond	6222389	136,188.00	WASHINGTON MUTUAL BANKM F.A.	WASHINGTON MUTUAL BANK, F.A.	6/12/03	6/12/04
1	Lost Instrument Bond	6222390	68,998.00	WASHINGTON MUTUAL BANK, F.A.	WASHINGTON MUTUAL BANK, F.A.	6/12/03	6/12/04
1	Lost Instrument Bond	6222391	64,720.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/12/03	6/12/04
1	Lost Instrument Bond	6222392	50,503.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, F.A.	6/12/03	6/12/04
1	Lost Instrument Bond	6222393	53,148.00	WASHINGTON MUTUAL BANK, F.A.	WASHINGTON MUTUAL BANK, F.A.	6/12/03	6/12/04
1	Lost Instrument Bond	6222394	91,216.00	WASHINGTON MUTUAL BANK, F.A.	WASHINGTON MUTUAL BANK, F.A.	6/12/03	6/12/04
1	Lost Instrument Bond	6222395	53,124.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, F.A.	6/12/03	6/12/04
1	Lost Instrument Bond	6222396	81,223.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/12/03	6/12/04
1	Lost Instrument Bond	6222397	72,436.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, F.A.	6/12/03	6/12/04
1	Lost Instrument Bond	6222398	113,765.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, F.A.	6/12/03	6/12/04
1	Lost Instrument Bond	6222399	47,269.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, F.A.	6/12/03	6/12/04
1	Lost Instrument Bond	6222400	65,237.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, F.A.	6/12/03	6/12/04
1	Lost Instrument Bond	6222401	95,967.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, F.A.	6/12/03	6/12/04
1	Lost Instrument Bond	6222402	203,393.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/12/03	6/12/04
1	Instrument	6222403	81,689.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/12/03	6/12/04

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6222407	118,598.00	WASHINGTON MUTUAL BANK FA	Washington Mutual Bank, FA	6/13/03	6/13/04
1	Bond Lost Instrument	6222408	159,599.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/13/03	6/13/04
1	Bond Lost Instrument	6222409	117,181.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/13/03	6/13/04
1	Bond Lost Instrument	6222410	92,295.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/13/03	6/13/04
1	Bond Lost Instrument	6222411	181,971.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/13/03	6/13/04
1	Bond Lost Instrument	6222412	49,100.00	WASHINGTON MUTUAL BANK, F.A.	WASHINGTON MUTUAL BANK, F.A.	6/13/03	6/13/04
1	Bond Lost Instrument	6222413	155,218.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/16/03	6/16/04
1	Bond Lost Instrument	6222414	110,045.00	WASHINGTON MUTUAL BANK, FA	MIDFIRST MORTGAGE	7/24/03	7/24/10
1	Bond Lost Instrument	6222417	144,674.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/17/03	6/17/04
1	Bond Lost Instrument	6222418	121,800.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/17/03	6/17/04
1	Bond Lost Instrument	6222419	108,808.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/17/03	6/17/04
1	Bond Lost Instrument	6222420	135,502.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/17/03	6/17/04
1	Bond Lost Instrument	6222421	143,863.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/17/03	6/17/04
1	Bond Lost Instrument	6222422	174,374.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/17/03	6/17/04
1	Bond Lost Instrument	6222423	118,513.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/17/03	6/17/04
1	Bond Lost Instrument	6222424	125,659.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/17/03	6/17/04
1	Bond Lost Instrument	6222425	117,653.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/17/03	6/17/04
1	Bond Lost Instrument	6222426	154,016.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/17/03	6/17/04
1	Bond Lost Instrument	6222427	98,250.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/17/03	6/17/04
1	Bond Lost Instrument	6222431	238,984.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Bond Lost Instrument	6222432	186,956.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Bond Lost Instrument	6222433	169,504.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Bond Lost Instrument	6222434	149,936.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Bond Lost Instrument	6222435	128,739.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Bond	6222436	111,074.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost	6222437	52,993.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Instrument Bond Lost	6222438	40,309.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Instrument Bond Lost	6222439	160,168.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Instrument Bond Lost	6222440	68,199.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Instrument Bond Lost	6222441	102,198.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Instrument Bond Lost	6222442	89,592.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Instrument Bond Lost	6222443	67,835.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Instrument Bond Lost	6222444	151,207.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Instrument Bond Lost	6222445	48,771.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Instrument Bond Lost	6222446	119,176.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Instrument Bond Lost	6222447	76,430.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Instrument Bond Lost	6222448	130,357.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Instrument Bond Lost	6222449	89,250.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Instrument Bond Lost	6222450	239,278.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Instrument Bond Lost	6222451	64,539.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Instrument Bond Lost	6222452	108,739.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Instrument Bond Lost	6222453	59,359.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Instrument Bond Lost	6222454	169,447.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Instrument Bond Lost	6222455	154,378.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Instrument Bond Lost	6222456	154,787.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Instrument Bond Lost	6222457	235,155.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Instrument Bond Lost	6222458	108,977.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Instrument Bond Lost	6222459	130,619.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Instrument Bond Lost	6222460	164,206.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Instrument Bond Lost	6222461	110,397.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Instrument Bond	6222462	154,205.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04



Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6222463	31,211.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222464	147,401.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222465	7,224.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222466	147,070.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222467	182,884.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222468	156,953.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222469	127,810.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222470	126,713.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222471	253,597.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222472	188,835.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222473	135,628.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/24/03	6/24/04
1	Lost Instrument Bond	6222476	131,876.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222477	201,275.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222478	170,966.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222479	69,828.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222480	35,046.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222481	97,220.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222482	95,479.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222483	81,385.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222484	91,843.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222489	188,889.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/24/03	6/24/04
1	Lost Instrument Bond	6222490	102,650.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/24/03	6/24/04
1	Lost Instrument Bond	6222497	259,370.00	WASHINGTON MUTUAL BANK, FA	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING	6/26/03	6/26/04
1	Lost Instrument Bond	6222498	231,852.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/26/03	6/26/04
1	Lost Instrument Bond	6222499	142,520.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/26/03	6/26/04
1	Instrument	6228576	145,893.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6228577	251,574.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228578	137,729.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228579	169,537.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/9/03	7/9/10
1	Bond Lost Instrument	6228580	122,872.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228581	201,112.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228582	57,938.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228583	107,314.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228584	69,426.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228585	67,731.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228586	75,887.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228587	101,596.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228588	85,952.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228589	87,369.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228590	42,374.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228591	122,789.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228592	46,761.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228593	72,732.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228594	71,062.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228595	231,755.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228596	81,338.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228597	133,377.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228598	128,011.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228599	155,021.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228600	35,192.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond	6228601	141,223.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Lost	6228602	83,167.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Instrument Bond Lost	6228603	64,498.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228604	46,931.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228605	102,651.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228606	91,589.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228607	59,464.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228608	125,130.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228609	101,197.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228610	135,796.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228611	156,875.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228612	106,429.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228613	123,958.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228614	145,578.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228615	67,090.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228616	93,787.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228617	62,783.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228618	61,921.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228619	164,990.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228620	95,376.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/9/03	7/9/10
1	Instrument Bond Lost	6228621	35,588.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228622	65,663.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228623	95,938.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228624	92,097.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228625	74,878.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228626	4,027.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond	6228627	88,387.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6228628	85,962.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Lost Instrument Bond	6228629	118,704.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Lost Instrument Bond	6228630	85,539.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Lost Instrument Bond	6228631	37,963.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Lost Instrument Bond	6228632	135,690.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Lost Instrument Bond	6228633	128,739.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Lost Instrument Bond	6228634	119,337.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Lost Instrument Bond	6228635	89,711.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Lost Instrument Bond	6228636	88,238.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Lost Instrument Bond	6228637	79,110.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Lost Instrument Bond	6228638	104,909.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Lost Instrument Bond	6228639	157,508.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Lost Instrument Bond	6228640	76,532.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Lost Instrument Bond	6228641	107,146.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Lost Instrument Bond	6228642	160,782.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Lost Instrument Bond	6228643	126,887.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Lost Instrument Bond	6228644	70,416.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Lost Instrument Bond	6228645	75,267.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Lost Instrument Bond	6228646	183,769.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Lost Instrument Bond	6228647	79,160.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Lost Instrument Bond	6228648	114,784.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Lost Instrument Bond	6228649	134,739.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Lost Instrument Bond	6228650	126,411.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Lost Instrument Bond	6228651	147,352.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Lost Instrument Bond	6228652	171,805.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument	6228653	84,093.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6228654	41,845.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228655	212,385.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228656	258,281.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228657	120,884.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228658	89,272.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228659	86,499.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228660	64,755.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228661	142,232.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228662	132,318.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228663	89,789.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228664	106,974.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228665	100,139.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228666	85,336.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228667	65,510.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228668	155,538.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228669	118,137.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228670	63,876.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228671	82,378.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228672	95,858.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228673	127,929.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228674	78,689.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228675	108,725.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228676	47,189.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228677	177,188.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond	6228678	100,538.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Lost	6228679	84,190.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
	Instrument						
	Bond						
	Lost						
1	Instrument						
	Bond	6228680	126,744.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
	Lost						
1	Instrument						
	Bond	6228681	78,663.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
	Lost						
1	Instrument						
	Bond	6228682	78,665.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
	Lost						
1	Instrument						
	Bond	6228683	51,225.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
	Lost						
1	Instrument						
	Bond	6228684	146,140.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
	Lost						
1	Instrument						
	Bond	6228685	149,997.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
	Lost						
1	Instrument						
	Bond	6228686	151,067.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
	Lost						
1	Instrument						
	Bond	6228687	203,292.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
	Lost						
1	Instrument						
	Bond	6228688	158,319.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
	Lost						
1	Instrument						
	Bond	6228689	154,939.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
	Lost						
1	Instrument						
	Bond	6228690	113,025.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
	Lost						
1	Instrument						
	Bond	6228691	135,219.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
	Lost						
1	Instrument						
	Bond	6228692	120,183.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
	Lost						
1	Instrument						
	Bond	6228693	235,655.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
	Lost						
1	Instrument						
	Bond	6228694	171,735.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
	Lost						
1	Instrument						
	Bond	6228695	257,288.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
	Lost						
1	Instrument						
	Bond	6228696	97,386.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
	Lost						
1	Instrument						
	Bond	6228697	119,495.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
	Lost						
1	Instrument						
	Bond	6228698	116,359.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
	Lost						
1	Instrument						
	Bond	6228699	142,091.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
	Lost						
1	Instrument						
	Bond	6228700	147,537.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
	Lost						
1	Instrument						
	Bond	6228701	145,792.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
	Lost						
1	Instrument						
	Bond	6228702	118,084.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
	Lost						
1	Instrument						
	Bond	6228703	127,035.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
	Lost						
1	Instrument						
	Bond	6228704	49,246.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6228705	169,238.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Lost Instrument Bond	6228706	136,865.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Lost Instrument Bond	6228707	157,470.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Lost Instrument Bond	6229569	1,234.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/9/03	7/9/10
1	Lost Instrument Bond	6229570	61,298.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/9/03	7/9/10
1	Lost Instrument Bond	6229575	94,050.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/10/03	7/10/10
1	Lost Instrument Bond	6229576	90,800.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/10/03	7/10/10
1	Lost Instrument Bond	6229577	145,652.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/10/03	7/10/10
1	Lost Instrument Bond	6229582	135,275.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/15/03	7/15/10
1	Lost Instrument Bond	6229583	173,747.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/15/03	7/15/10
1	Lost Instrument Bond	6229584	83,483.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/15/03	7/15/10
1	Lost Instrument Bond	6229585	169,291.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/15/03	7/15/10
1	Lost Instrument Bond	6229586	132,552.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/15/03	7/15/10
1	Lost Instrument Bond	6229587	71,977.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/15/03	7/15/10
1	Lost Instrument Bond	6229588	170,275.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/15/03	7/15/10
1	Lost Instrument Bond	6229589	109,494.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/15/03	7/15/10
1	Lost Instrument Bond	6229590	101,486.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/15/03	7/15/10
1	Lost Instrument Bond	6229591	168,387.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/15/03	7/15/10
1	Lost Instrument Bond	6229592	149,511.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/15/03	7/15/10
1	Lost Instrument Bond	6229593	145,407.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/15/03	7/15/10
1	Lost Instrument Bond	6229594	142,362.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/15/03	7/15/10
1	Lost Instrument Bond	6229595	71,240.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/15/03	7/15/10
1	Lost Instrument Bond	6229596	207,488.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/15/03	7/15/10
1	Lost Instrument Bond	6229597	140,574.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/15/03	7/15/10
1	Lost Instrument Bond	6229598	109,691.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/15/03	7/15/10
1	Instrument	6229603	113,777.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/18/03	7/18/10

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6229604	94,986.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/18/03	7/18/10
1	Bond Lost Instrument	6229607	49,842.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/22/03	7/22/10
1	Bond Lost Instrument	6229608	54,264.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/22/03	7/22/10
1	Bond Lost Instrument	6229609	76,014.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/22/03	7/22/10
1	Bond Lost Instrument	6229616	174,860.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/24/03	7/24/10
1	Bond Lost Instrument	6229617	137,583.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/24/03	7/24/10
1	Bond Lost Instrument	6229618	43,232.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/24/03	7/24/10
1	Bond Lost Instrument	6229619	128,032.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/24/03	7/24/10
1	Bond Lost Instrument	6229620	131,978.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/24/03	7/24/10
1	Bond Lost Instrument	6229621	98,358.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/24/03	7/24/10
1	Bond Lost Instrument	6229622	105,294.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/24/03	7/24/10
1	Bond Lost Instrument	6229623	73,949.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/24/03	7/24/10
1	Bond Lost Instrument	6229624	84,883.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/24/03	7/24/10
1	Bond Lost Instrument	6229625	85,367.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/24/03	7/24/10
1	Bond Lost Instrument	6229626	145,568.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/24/03	7/24/10
1	Bond Lost Instrument	6229627	212,741.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/24/03	7/24/10
1	Bond Lost Instrument	6229628	111,746.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/24/03	7/24/10
1	Bond Lost Instrument	6229629	64,999.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/24/03	7/24/10
1	Bond Lost Instrument	6229630	94,457.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/24/03	7/24/10
1	Bond Lost Instrument	6229631	111,205.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/24/03	7/24/10
1	Bond Lost Instrument	6229632	88,609.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/24/03	7/24/10
1	Bond Lost Instrument	6229640	95,765.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/29/03	7/29/10
1	Bond Lost Instrument	6229641	125,350.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/29/03	7/29/10
1	Bond Lost Instrument	6229642	99,317.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/29/03	7/29/10
1	Bond	6229643	116,687.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/29/03	7/29/10
1	Lost	6229644	78,650.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/29/03	7/29/10



Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Instrument Bond Lost	6229645	123,028.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/29/03	7/29/10
1	Instrument Bond Lost	6229646	136,235.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/31/03	7/31/10
1	Instrument Bond Lost	6229647	113,639.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/31/03	7/31/10
1	Instrument Bond Lost	6229648	85,080.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	7/31/03	7/31/10
1	Instrument Bond Lost	6229655	105,634.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA THE BANK OF NEW YORK AND THE	8/5/03	8/5/10
1	Instrument Bond Lost	6229656	633,723.00	WASHINGTON MUTUAL BANK, FA	NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	8/5/03	8/5/10
1	Instrument Bond Lost	6229664	80,435.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/11/03	8/11/10
1	Instrument Bond Lost	6229665	165,098.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/11/03	8/11/10
1	Instrument Bond Lost	6229666	103,095.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/11/03	8/11/10
1	Instrument Bond Lost	6237202	95,720.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/11/03	8/11/10
1	Instrument Bond Lost	6237203	143,525.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/11/03	8/11/10
1	Instrument Bond Lost	6237204	101,706.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/11/03	8/11/10
1	Instrument Bond Lost	6237205	136,400.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/11/03	8/11/10
1	Instrument Bond Lost	6237206	154,377.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/11/03	8/11/10
1	Instrument Bond Lost	6237207	99,361.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/11/03	8/11/10
1	Instrument Bond Lost	6237208	83,686.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/11/03	8/11/10
1	Instrument Bond Lost	6237209	70,592.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/11/03	8/11/10
1	Instrument Bond Lost	6237210	137,535.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA THE BANK OF NEW YORK AND THE	8/11/03	8/11/10
1	Instrument Bond Lost	6237215	74,597.00	WASHINGTON MUTUAL BANK, FA	NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	8/13/03	8/13/10
1	Instrument Bond Lost	6237217	140,191.00	WASHINGTON MUTUAL BANK, FA	GOVERNMENT NATIONAL MORTGAGE ASSOCIATION	8/14/03	8/14/10
1	Instrument Bond Lost	6237220	146,160.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/19/03	8/19/10
1	Instrument Bond Lost	6237227	94,020.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/21/03	8/21/10
1	Instrument Bond Lost	6237230	71,125.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/26/03	8/26/10
1	Instrument Bond Lost	6237231	178,917.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/26/03	8/26/10
1	Instrument Bond	6237232	231,425.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/26/03	8/26/10

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6237233	127,780.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/26/03	8/26/10
1	Lost Instrument Bond	6237234	130,551.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/26/03	8/26/10
1	Lost Instrument Bond	6237235	128,840.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/26/03	8/26/10
1	Lost Instrument Bond	6237252	15,451.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237253	3,901.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237254	46,481.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237255	25,463.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237256	60,774.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237257	62,521.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237258	69,477.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237259	67,363.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237260	7,560.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237261	118,442.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237262	186,137.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237263	126,595.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237264	70,358.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237265	72,268.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237266	70,728.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237267	37,478.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237268	8,159.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237269	54,711.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237270	63,121.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237271	75,827.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237272	48,568.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237273	4,453.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument	6237274	7,287.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6237275	4,305.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237276	46,406.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237277	1,509.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237278	16,302.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237279	52,417.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237280	20,597.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237281	23,842.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237282	36,155.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237283	4,979.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237284	8,248.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237285	9,922.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237286	8,920.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237287	12,427.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237288	13,936.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237289	13,828.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237290	11,418.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/23/03	8/23/10
1	Bond Lost Instrument	6237291	117,362.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237292	44,816.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237293	42,094.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237294	46,192.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237295	144,181.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237296	46,735.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237297	107,734.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237298	82,533.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond	6237299	106,975.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost	6237300	136,574.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
	Instrument						
	Bond						
	Lost						
1	Instrument	6237301	93,413.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
	Bond						
	Lost						
1	Instrument	6237302	7,651.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
	Bond						
	Lost						
1	Instrument	6237303	13,410.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
	Bond						
	Lost						
1	Instrument	6237304	53,263.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
	Bond						
	Lost						
1	Instrument	6237305	8,457.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
	Bond						
	Lost						
1	Instrument	6237306	22,259.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
	Bond						
	Lost						
1	Instrument	6237307	9,252.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
	Bond						
	Lost						
1	Instrument	6237308	40,051.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
	Bond						
	Lost						
1	Instrument	6237309	4,156.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
	Bond						
	Lost						
1	Instrument	6237310	32,650.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
	Bond						
	Lost						
1	Instrument	6237311	7,099.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
	Bond						
	Lost						
1	Instrument	6237312	4,219.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
	Bond						
	Lost						
1	Instrument	6237313	13,951.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
	Bond						
	Lost						
1	Instrument	6237314	2,842.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
	Bond						
	Lost						
1	Instrument	6237315	7,826.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
	Bond						
	Lost						
1	Instrument	6237316	7,773.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
	Bond						
	Lost						
1	Instrument	6237317	7,372.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
	Bond						
	Lost						
1	Instrument	6237318	9,795.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
	Bond						
	Lost						
1	Instrument	6237319	62,973.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
	Bond						
	Lost						
1	Instrument	6237320	59,451.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
	Bond						
	Lost						
1	Instrument	6237321	47,739.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
	Bond						
	Lost						
1	Instrument	6237322	681.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
	Bond						
	Lost						
1	Instrument	6237323	5,592.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
	Bond						
	Lost						
1	Instrument	6237324	34,371.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
	Bond						
	Lost						
1	Instrument	6237325	35,017.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
	Bond						

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6237326	46,408.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237327	61,662.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237328	48,731.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237329	43,111.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237330	44,415.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237331	37,062.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237332	22,486.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237333	9,215.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237334	3,792.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237335	8,986.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237336	15,714.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237337	4,504.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237338	62,578.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237339	90,422.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237340	28,602.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237341	91,712.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237342	66,504.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237343	36,683.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237344	35,162.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237345	43,026.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237346	64,403.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237347	29,592.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237348	46,202.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237349	72,569.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237350	37,386.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument	6237351	99,046.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6237352	41,255.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237353	32,634.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237354	26,771.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237355	44,550.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237356	42,422.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237357	24,420.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237358	21,253.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237359	28,106.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237360	48,548.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237361	24,662.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237362	90,621.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237363	75,459.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237364	56,809.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237365	63,362.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237366	19,304.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237367	34,297.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237368	61,501.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237369	62,678.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237370	10,501.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237371	6,090.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237372	41,362.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237373	54,373.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237374	3,547.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237375	5,924.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond	6237377	45,921.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost	6237378	14,317.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Instrument Bond Lost	6237379	11,701.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237380	8,060.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237381	46,326.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237382	56,314.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237383	43,322.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237384	29,466.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237385	36,445.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237386	41,986.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237387	10,417.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237388	12,981.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237389	88,698.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	9/4/03	9/4/10
1	Instrument Bond Lost	6237390	284,167.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	9/4/03	9/4/10
1	Instrument Bond Lost	6237391	124,318.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	9/4/03	9/4/10
1	Instrument Bond Lost	6237392	93,878.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	9/4/03	9/4/10
1	Instrument Bond Lost	6237393	16,867.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237394	5,125.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237395	27,572.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237396	13,008.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237397	8,469.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237398	16,556.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237399	11,965.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237400	13,914.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237401	8,035.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237402	25,792.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond	6237403	4,322.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6237404	6,706.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237405	9,975.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237406	22,544.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237407	63,933.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237408	26,107.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237409	11,806.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237410	19,196.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237411	10,737.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237412	15,428.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237413	24,672.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237414	51,064.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237415	31,000.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237416	82,739.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237425	10,116.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	9/16/03	9/16/10
1	Lost Instrument Bond	6237426	281,689.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	9/16/03	9/16/10
1	Lost Instrument Bond	6237427	267,622.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	9/16/03	9/16/10
1	Lost Instrument Bond	6237428	14,118.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	9/16/03	9/16/10
1	Lost Instrument Bond	6237429	138,109.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	9/18/03	9/18/10
1	Lost Instrument Bond	6237431	183,479.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	9/19/03	9/19/10
1	Lost Instrument Bond	6237432	127,156.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	9/19/03	9/19/10
1	Lost Instrument Bond	6237433	383,909.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	9/19/03	9/19/10
1	Lost Instrument Bond	6237434	138,518.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	9/19/03	9/19/10
1	Lost Instrument Bond	6237435	130,171.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	9/19/03	9/19/10
1	Lost Instrument Bond	6237436	67,708.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	9/19/03	9/19/10
1	Lost Instrument Bond	6237437	173,860.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	9/19/03	9/19/10
1	Instrument	6237438	149,199.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	9/19/03	9/19/10



Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6237439	79,014.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	9/19/03	9/19/10
1	Bond Lost Instrument	6237440	191,713.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	9/18/03	9/18/10
1	Bond Lost Instrument	6237441	108,605.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	9/18/03	9/18/10
1	Bond Lost Instrument	6237448	246,462.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	9/29/03	9/29/10
1	Bond Lost Instrument	6237451	46,955.00	WASHINGTON MUTUAL BANK, FA	M & T BANK	10/10/03	10/10/10
1	Bond Lost Instrument	6241525	86,934.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Lost Instrument	6241526	128,031.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Lost Instrument	6241527	107,530.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Lost Instrument	6241528	72,418.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Lost Instrument	6241529	138,404.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Lost Instrument	6241530	106,781.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Lost Instrument	6241531	101,351.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Lost Instrument	6241532	94,950.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Lost Instrument	6241533	84,937.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Lost Instrument	6241534	142,750.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Lost Instrument	6241535	156,406.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Lost Instrument	6241536	236,292.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Lost Instrument	6241537	285,797.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Lost Instrument	6241538	68,067.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Lost Instrument	6241539	72,521.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Lost Instrument	6241540	92,071.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Lost Instrument	6241541	127,607.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Lost Instrument	6241542	124,987.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Lost Instrument	6241543	151,288.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond	6241544	5,499.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Lost	6241545	245,534.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	10/7/03	10/7/10

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Instrument Bond Lost	6241546	118,071.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost	6241547	119,819.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost	6241548	160,091.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost	6241549	153,357.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost	6241550	126,120.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost	6241551	185,056.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost	6241552	154,081.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost	6241553	171,413.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost	6241554	65,613.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost	6241555	107,912.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost	6241556	64,102.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost	6241557	64,984.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost	6241558	131,537.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost	6241559	102,593.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost	6241560	48,580.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost	6241561	65,287.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost	6241562	98,463.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost	6241563	212,052.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost	6241564	88,145.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost	6241565	64,315.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost	6241566	93,512.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost	6241567	134,039.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost	6241568	76,233.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost	6241569	63,499.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond	6241570	78,502.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6241571	152,352.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Lost Instrument Bond	6241572	132,710.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Lost Instrument Bond	6241573	62,352.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Lost Instrument Bond	6241574	52,066.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Lost Instrument Bond	6241589	237,088.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	10/14/03	10/14/10
1	Lost Instrument Bond	6241590	75,329.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/14/03	10/14/10
1	Lost Instrument Bond	6241592	181,220.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	10/14/03	10/14/10
1	Lost Instrument Bond	6241593	100,052.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	10/14/03	10/14/10
1	Lost Instrument Bond	6241594	128,520.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	10/14/03	10/14/10
1	Lost Instrument Bond	6241595	83,359.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/14/03	10/14/10
1	Lost Instrument Bond	6241596	124,670.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	10/14/03	10/14/10
1	Lost Instrument Bond	6241597	203,640.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	10/14/03	10/14/10
1	Lost Instrument Bond	6241598	87,902.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	10/14/03	10/14/10
1	Lost Instrument Bond	6241610	178,100.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/22/03	10/22/10
1	Lost Instrument Bond	6241625	209,870.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/27/03	10/27/10
1	Lost Instrument Bond	6241626	106,230.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/27/03	10/27/10
1	Lost Instrument Bond	6241627	192,904.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/27/03	10/27/10
1	Lost Instrument Bond	6241628	148,899.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/27/03	10/27/10
1	Lost Instrument Bond	6241629	122,103.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/27/03	10/27/10
1	Lost Instrument Bond	6241630	54,568.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/27/03	10/27/10
1	Lost Instrument Bond	6241631	141,453.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/27/03	10/27/10
1	Lost Instrument Bond	6241632	156,185.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/27/03	10/27/10
1	Lost Instrument Bond	6241633	70,387.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/27/03	10/27/10
1	Lost Instrument Bond	6241634	114,622.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/27/03	10/27/10
1	Lost Instrument Bond	6241635	130,087.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/27/03	10/27/10
1	Instrument	6241636	149,864.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/27/03	10/27/10

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6241637	74,276.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/27/03	10/27/10
1	Bond Lost Instrument	6241638	87,990.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/27/03	10/27/10
1	Bond Lost Instrument	6241639	100,439.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/27/03	10/27/10
1	Bond Lost Instrument	6241640	126,239.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/27/03	10/27/10
1	Bond Lost Instrument	6241641	101,833.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/27/03	10/27/10
1	Bond Lost Instrument	6241642	175,434.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/27/03	10/27/10
1	Bond Lost Instrument	6241643	135,272.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/27/03	10/27/10
1	Bond Lost Instrument	6241644	65,131.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/27/03	10/27/10
1	Bond Lost Instrument	6241645	97,147.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/27/03	10/27/10
1	Bond Lost Instrument	6241646	35,928.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/27/03	10/27/10
1	Bond Lost Instrument	6241647	142,443.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/27/03	10/27/10
1	Bond Lost Instrument	6241648	80,229.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/27/03	10/27/10
1	Bond Lost Instrument	6241649	153,842.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/27/03	10/27/10
1	Bond Lost Instrument	6241650	161,980.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/27/03	10/27/10
1	Bond Lost Instrument	6241651	70,156.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/27/03	10/27/10
1	Bond Lost Instrument	6241652	154,735.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/27/03	10/27/10
1	Bond Lost Instrument	6241653	198,052.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/27/03	10/27/10
1	Bond Lost Instrument	6241654	138,000.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	10/27/03	10/27/10
1	Bond Lost Instrument	6241655	119,040.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	10/28/03	10/28/10
1	Bond Lost Instrument	6241656	214,187.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	10/31/03	10/31/10
1	Bond Lost Instrument	6241657	141,254.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/31/03	10/31/10
1	Bond Lost Instrument	6241658	62,619.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/31/03	10/31/10
1	Bond Lost Instrument	6241659	107,402.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/31/03	10/31/10
1	Bond Lost Instrument	6241660	134,391.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/31/03	10/31/10
1	Bond	6241661	131,910.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/31/03	10/31/10
1	Lost	6241662	85,947.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/4/03	11/4/10

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Instrument Bond Lost	6241663	83,110.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/14/03	11/14/10
1	Instrument Bond Lost	6241665	70,659.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/19/03	11/19/10
1	Instrument Bond Lost	6241666	165,359.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/10/03	11/10/10
1	Instrument Bond Lost	6241667	97,473.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/10/03	11/10/10
1	Instrument Bond Lost	6241668	170,126.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/10/03	11/10/10
1	Instrument Bond Lost	6241669	126,350.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/10/03	11/10/10
1	Instrument Bond Lost	6241670	96,208.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/10/03	11/10/10
1	Instrument Bond Lost	6241671	87,890.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/10/03	11/10/10
1	Instrument Bond Lost	6241672	79,116.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/10/03	11/10/10
1	Instrument Bond Lost	6241673	129,812.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/10/03	11/10/10
1	Instrument Bond Lost	6241674	140,154.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/10/03	11/10/10
1	Instrument Bond Lost	6241675	54,283.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/10/03	11/10/10
1	Instrument Bond Lost	6241676	154,340.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/10/03	11/10/10
1	Instrument Bond Lost	6241677	138,971.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/10/03	11/10/10
1	Instrument Bond Lost	6241679	148,724.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/12/03	11/12/10
1	Instrument Bond Lost	6241680	177,625.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/12/03	11/12/10
1	Instrument Bond Lost	6241681	60,521.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	11/12/03	11/12/10
1	Instrument Bond Lost	6241682	87,546.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/12/03	11/12/10
1	Instrument Bond Lost	6241719	142,252.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/8/04	1/8/11
1	Instrument Bond Lost	6241720	206,992.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/8/04	1/8/11
1	Instrument Bond Lost	6241721	104,785.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/8/04	1/8/11
1	Instrument Bond Lost	6241726	88,253.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/19/03	11/19/10
1	Instrument Bond Lost	6241727	129,109.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/19/03	11/19/10
1	Instrument Bond Lost	6241728	201,946.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/19/03	11/19/10
1	Instrument Bond	6241729	166,440.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/19/03	11/19/10

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6241730	133,990.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/19/03	11/19/10
1	Lost Instrument Bond	6241731	136,354.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/19/03	11/19/10
1	Lost Instrument Bond	6241732	173,795.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/19/03	11/19/10
1	Lost Instrument Bond	6241733	182,535.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/19/03	11/19/10
1	Lost Instrument Bond	6241734	134,256.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/19/03	11/19/10
1	Lost Instrument Bond	6241735	46,508.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/19/03	11/19/10
1	Lost Instrument Bond	6241736	227,577.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/19/03	11/19/10
1	Lost Instrument Bond	6241737	125,856.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/19/03	11/19/10
1	Lost Instrument Bond	6241738	104,405.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/19/03	11/19/10
1	Lost Instrument Bond	6241739	161,581.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/19/03	11/19/10
1	Lost Instrument Bond	6241740	153,388.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/19/03	11/19/10
1	Lost Instrument Bond	6241741	125,834.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/19/03	11/19/10
1	Lost Instrument Bond	6241742	122,308.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/19/03	11/19/10
1	Lost Instrument Bond	6241743	154,349.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/19/03	11/19/10
1	Lost Instrument Bond	6241744	102,701.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/19/03	11/19/10
1	Lost Instrument Bond	6241745	147,329.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/19/03	11/19/10
1	Lost Instrument Bond	6241746	199,078.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/19/03	11/19/10
1	Lost Instrument Bond	6241747	263,050.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/19/03	11/19/10
1	Lost Instrument Bond	6241748	125,115.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/25/03	11/25/10
1	Lost Instrument Bond	6241749	69,509.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/25/03	11/25/10
1	Lost Instrument Bond	6241750	163,784.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/25/03	11/25/10
1	Lost Instrument Bond	6241751	96,287.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/25/03	11/25/10
1	Lost Instrument Bond	6241752	150,821.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/25/03	11/25/10
1	Lost Instrument Bond	6241753	132,601.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/25/03	11/25/10
1	Lost Instrument Bond	6241754	176,154.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/25/03	11/25/10
1	Instrument	6241755	110,313.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/25/03	11/25/10

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6241756	202,788.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/25/03	11/25/10
1	Bond Lost Instrument	6241757	261,765.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/25/03	11/25/10
1	Bond Lost Instrument	6241758	57,156.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/25/03	11/25/10
1	Bond Lost Instrument	6241759	111,686.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/25/03	11/25/10
1	Bond Lost Instrument	6241760	77,154.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/25/03	11/25/10
1	Bond Lost Instrument	6241761	188,649.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/25/03	11/25/10
1	Bond Lost Instrument	6241762	92,049.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/25/03	11/25/10
1	Bond Lost Instrument	6241763	170,004.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/25/03	11/25/10
1	Bond Lost Instrument	6241764	148,749.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/25/03	11/25/10
1	Bond Lost Instrument	6241765	169,848.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/25/03	11/25/10
1	Bond Lost Instrument	6241766	142,571.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/25/03	11/25/10
1	Bond Lost Instrument	6241767	124,903.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/25/03	11/25/10
1	Bond Lost Instrument	6241768	50,850.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	11/25/03	11/25/10
1	Bond Lost Instrument	6241769	144,937.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/1/03	12/1/10
1	Bond Lost Instrument	6241770	99,339.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/3/03	12/3/10
1	Bond Lost Instrument	6241771	81,671.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/3/03	12/3/10
1	Bond Lost Instrument	6241772	80,305.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/3/03	12/3/10
1	Bond Lost Instrument	6241773	159,620.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/3/03	12/3/10
1	Bond Lost Instrument	6241774	90,986.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/3/03	12/3/10
1	Bond Lost Instrument	6241775	85,122.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/3/03	12/3/10
1	Bond Lost Instrument	6255111	112,461.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/3/03	12/3/10
1	Bond Lost Instrument	6255112	229,732.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/3/03	12/3/10
1	Bond Lost Instrument	6255113	142,092.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/3/03	12/3/10
1	Bond Lost Instrument	6255114	162,593.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/3/03	12/3/10
1	Bond	6255115	87,999.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/3/03	12/3/10
1	Lost	6255116	121,089.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/3/03	12/3/10

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
	Instrument						
	Bond						
	Lost						
1	Instrument						
	Bond	6255117	57,104.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/9/03	12/9/10
	Lost						
1	Instrument						
	Bond	6255118	44,742.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/9/03	12/9/10
	Lost						
1	Instrument						
	Bond	6255119	274,842.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/9/03	12/9/10
	Lost						
1	Instrument						
	Bond	6255120	122,505.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/9/03	12/9/10
	Lost						
1	Instrument						
	Bond	6255121	173,210.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
	Lost						
1	Instrument						
	Bond	6255122	97,473.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
	Lost						
1	Instrument						
	Bond	6255123	170,126.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
	Lost						
1	Instrument						
	Bond	6255124	126,350.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
	Lost						
1	Instrument						
	Bond	6255125	96,208.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
	Lost						
1	Instrument						
	Bond	6255126	87,890.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
	Lost						
1	Instrument						
	Bond	6255127	79,116.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
	Lost						
1	Instrument						
	Bond	6255128	129,812.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
	Lost						
1	Instrument						
	Bond	6255129	140,154.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
	Lost						
1	Instrument						
	Bond	6255130	54,283.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
	Lost						
1	Instrument						
	Bond	6255131	154,340.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
	Lost						
1	Instrument						
	Bond	6255132	138,971.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
	Lost						
1	Instrument						
	Bond	6255133	131,062.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
	Lost						
1	Instrument						
	Bond	6255134	160,554.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
	Lost						
1	Instrument						
	Bond	6255135	127,799.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
	Lost						
1	Instrument						
	Bond	6255136	232,265.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
	Lost						
1	Instrument						
	Bond	6255137	150,308.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
	Lost						
1	Instrument						
	Bond	6255138	88,343.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
	Lost						
1	Instrument						
	Bond	6255139	84,041.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
	Lost						
1	Instrument						
	Bond	6255140	134,667.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
	Lost						
1	Instrument						
	Bond	6255141	173,749.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10



Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6255142	120,029.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
1	Lost Instrument Bond	6255143	136,336.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
1	Lost Instrument Bond	6255144	78,578.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
1	Lost Instrument Bond	6255145	70,734.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
1	Lost Instrument Bond	6255146	53,049.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
1	Lost Instrument Bond	6255147	167,350.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/18/03	12/18/10
1	Lost Instrument Bond	6255149	154,085.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/18/03	12/18/10
1	Lost Instrument Bond	6255150	120,121.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/18/03	12/18/10
1	Lost Instrument Bond	6255151	110,296.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/18/03	12/18/10
1	Lost Instrument Bond	6255152	172,680.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/18/03	12/18/10
1	Lost Instrument Bond	6255153	55,243.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/18/03	12/18/10
1	Lost Instrument Bond	6255154	92,499.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/18/03	12/18/10
1	Lost Instrument Bond	6255156	86,599.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/22/03	12/22/10
1	Lost Instrument Bond	6255157	182,918.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/22/03	12/22/10
1	Lost Instrument Bond	6255158	90,594.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/22/03	12/22/10
1	Lost Instrument Bond	6255159	183,612.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/22/03	12/22/10
1	Lost Instrument Bond	6255160	100,763.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/22/03	12/22/10
1	Lost Instrument Bond	6255161	128,665.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/22/03	12/22/10
1	Lost Instrument Bond	6255162	28,069.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/22/03	12/22/10
1	Lost Instrument Bond	6255163	59,996.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/22/03	12/22/10
1	Lost Instrument Bond	6255164	174,380.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/22/03	12/22/10
1	Lost Instrument Bond	6255165	102,794.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/22/03	12/22/10
1	Lost Instrument Bond	6255166	155,678.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/22/03	12/22/10
1	Lost Instrument Bond	6255167	97,678.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/22/03	12/22/10
1	Lost Instrument Bond	6255168	115,429.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/22/03	12/22/10
1	Instrument	6255169	134,089.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/22/03	12/22/10

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6255170	132,954.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/22/03	12/22/10
1	Bond Lost Instrument	6255171	166,548.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/22/03	12/22/10
1	Bond Lost Instrument	6255172	87,065.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/22/03	12/22/10
1	Bond Lost Instrument	6255173	111,812.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/22/03	12/22/10
1	Bond Lost Instrument	6255174	96,224.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/22/03	12/22/10
1	Bond Lost Instrument	6255175	130,549.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/22/03	12/22/10
1	Bond Lost Instrument	6255176	83,319.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/22/03	12/22/10
1	Bond Lost Instrument	6255177	103,471.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/22/03	12/22/10
1	Bond Lost Instrument	6255178	47,867.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/22/03	12/22/10
1	Bond Lost Instrument	6255179	71,810.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/22/03	12/22/10
1	Bond Lost Instrument	6255180	97,599.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/22/03	12/22/10
1	Bond Lost Instrument	6255181	84,887.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/22/03	12/22/10
1	Bond Lost Instrument	6255182	136,809.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/22/03	12/22/10
1	Bond Lost Instrument	6255183	96,371.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/22/03	12/22/10
1	Bond Lost Instrument	6255184	168,076.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/22/03	12/22/10
1	Bond Lost Instrument	6255185	186,802.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/22/03	12/22/10
1	Bond Lost Instrument	6255186	73,643.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/22/03	12/22/10
1	Bond Lost Instrument	6255187	60,143.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/22/03	12/22/10
1	Bond Lost Instrument	6255188	50,889.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/22/03	12/22/10
1	Bond Lost Instrument	6255189	83,568.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/22/03	12/22/10
1	Bond Lost Instrument	6255190	65,292.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/22/03	12/22/10
1	Bond Lost Instrument	6255191	55,086.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/22/03	12/22/10
1	Bond Lost Instrument	6255192	32,061.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/22/03	12/22/10
1	Bond Lost Instrument	6255193	51,715.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/22/03	12/22/10
1	Bond	6255194	90,877.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	12/22/03	12/22/04
1	Lost	6255196	107,961.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/14/04	1/14/11

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
	Instrument						
	Bond						
	Lost						
1	Instrument						
	Bond	6255197	135,868.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/14/04	1/14/11
	Lost						
1	Instrument						
	Bond	6255198	104,558.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	1/14/03	1/14/04
	Lost						
1	Instrument						
	Bond	6255199	114,601.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/14/04	1/14/11
	Lost						
1	Instrument						
	Bond	6255200	83,194.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/14/04	1/14/11
	Lost						
1	Instrument						
	Bond	6255201	63,632.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/14/04	1/14/11
	Lost						
1	Instrument						
	Bond	6255202	203,992.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/14/04	1/14/11
	Lost						
1	Instrument						
	Bond	6255203	82,619.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/14/04	1/14/11
	Lost						
1	Instrument						
	Bond	6255204	96,106.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/14/04	1/14/11
	Lost						
1	Instrument						
	Bond	6255205	145,499.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/14/04	1/14/11
	Lost						
1	Instrument						
	Bond	6255206	140,353.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/14/04	1/14/11
	Lost						
1	Instrument						
	Bond	6255207	89,066.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/14/04	1/14/11
	Lost						
1	Instrument						
	Bond	6255208	169,152.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/14/04	1/14/11
	Lost						
1	Instrument						
	Bond	6255209	333,943.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/14/04	1/14/11
	Lost						
1	Instrument						
	Bond	6255210	69,990.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/14/04	1/14/11
	Lost						
1	Instrument						
	Bond	6255211	130,950.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/14/04	1/14/11
	Lost						
1	Instrument						
	Bond	6255212	255,740.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/14/04	1/14/11
	Lost						
1	Instrument						
	Bond	6255213	168,900.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/14/04	1/14/11
	Lost						
1	Instrument						
	Bond	6255214	127,140.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/15/04	1/15/11
	Lost						
1	Instrument						
	Bond	6255215	41,643.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
	Lost						
1	Instrument						
	Bond	6255216	43,687.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
	Lost						
1	Instrument						
	Bond	6255217	37,535.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
	Lost						
1	Instrument						
	Bond	6255218	42,587.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
	Lost						
1	Instrument						
	Bond	6255219	48,934.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
	Lost						
1	Instrument						
	Bond	6255220	76,654.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
	Lost						
1	Instrument						
	Bond	6255221	65,028.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6255222	31,996.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Lost Instrument Bond	6255223	91,749.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Lost Instrument Bond	6255224	57,253.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Lost Instrument Bond	6255225	28,390.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Lost Instrument Bond	6255226	42,637.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Lost Instrument Bond	6255227	121,433.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Lost Instrument Bond	6255228	84,085.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Lost Instrument Bond	6255229	81,629.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Lost Instrument Bond	6255230	61,280.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Lost Instrument Bond	6255231	42,406.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Lost Instrument Bond	6255232	104,556.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Lost Instrument Bond	6255233	58,337.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Lost Instrument Bond	6255234	39,911.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Lost Instrument Bond	6255235	42,264.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Lost Instrument Bond	6255236	49,321.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Lost Instrument Bond	6255237	86,761.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Lost Instrument Bond	6255238	83,383.00	MASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Lost Instrument Bond	6255239	58,547.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Lost Instrument Bond	6255240	110,631.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Lost Instrument Bond	6255241	104,049.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Lost Instrument Bond	6255242	75,159.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Lost Instrument Bond	6255243	89,280.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Lost Instrument Bond	6255244	67,944.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Lost Instrument Bond	6255245	118,960.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Lost Instrument Bond	6255246	78,426.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Instrument	6255247	35,649.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6255248	61,099.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Bond Lost Instrument	6255249	89,137.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Bond Lost Instrument	6255250	111,491.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Bond Lost Instrument	6255251	84,697.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Bond Lost Instrument	6255252	72,738.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Bond Lost Instrument	6255253	93,619.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Bond Lost Instrument	6255254	82,591.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Bond Lost Instrument	6255255	52,066.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Bond Lost Instrument	6255256	94,144.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Bond Lost Instrument	6255257	159,074.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Bond Lost Instrument	6255258	94,360.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Bond Lost Instrument	6255259	58,577.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Bond Lost Instrument	6255260	18,251.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Bond Lost Instrument	6255261	78,176.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Bond Lost Instrument	6255262	110,287.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Bond Lost Instrument	6255263	49,686.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Bond Lost Instrument	6255264	89,610.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Bond Lost Instrument	6255265	54,058.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Bond Lost Instrument	6255266	33,717.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Bond Lost Instrument	6255267	59,759.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Bond Lost Instrument	6255268	82,378.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Bond Lost Instrument	6255269	133,980.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	2/5/04	2/5/11
1	Bond Lost Instrument	6255270	157,553.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	2/5/04	2/5/11
1	Bond Lost Instrument	6255272	227,430.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	2/12/04	2/12/11
1	Bond	6255273	70,990.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	2/12/04	2/12/11
1	Lost	6255274	123,746.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	2/18/04	2/18/11

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
	Instrument						
	Bond						
	Lost						
1	Instrument						
	Bond	6255275	150,544.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	2/18/04	2/18/11
	Lost						
1	Instrument						
	Bond	6255276	99,931.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	2/23/04	2/23/11
	Lost						
1	Instrument						
	Bond	6255277	74,970.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	2/23/04	2/23/11
	Lost						
1	Instrument						
	Bond	6255278	236,425.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	2/23/04	2/23/11
	Lost						
1	Instrument						
	Bond	6255279	176,386.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	2/23/04	2/23/11
	Lost						
1	Instrument						
	Bond	6255280	94,792.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	2/23/04	2/23/11
	Lost						
1	Instrument						
	Bond	6255281	103,783.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	2/23/04	2/23/11
	Lost						
1	Instrument						
	Bond	6255282	136,721.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	2/25/04	2/25/11
	Lost						
1	Instrument						
	Bond	6255283	116,345.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	2/25/04	2/25/11
	Lost						
1	Instrument						
	Bond	6255284	103,500.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	3/15/04	3/15/11
	Lost						
1	Instrument						
	Bond	6255285	89,749.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	3/15/04	3/15/11
	Lost						
1	Instrument						
	Bond	6255286	83,000.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	3/15/04	3/15/11
	Lost						
1	Instrument						
	Bond	6255287	126,469.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	3/19/04	3/19/11
	Lost						
1	Instrument						
	Bond	6255289	11,313.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/1/04	4/1/11
	Lost						
1	Instrument						
	Bond	6255290	82,650.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/1/04	4/1/11
	Lost						
1	Instrument						
	Bond	6255291	76,205.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/1/04	4/1/11
	Lost						
1	Instrument						
	Bond	6255292	83,704.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/1/04	4/1/11
	Lost						
1	Instrument						
	Bond	6255293	151,953.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/1/04	4/1/11
	Lost						
1	Instrument						
	Bond	6255294	151,674.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/1/04	4/1/11
	Lost						
1	Instrument						
	Bond	6255295	96,407.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/1/04	4/1/11
	Lost						
1	Instrument						
	Bond	6255296	125,739.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/1/04	4/1/11
	Lost						
1	Instrument						
	Bond	6255297	118,665.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/1/04	4/1/11
	Lost						
1	Instrument						
	Bond	6255298	162,811.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/1/04	4/1/11
	Lost						
1	Instrument						
	Bond	6255299	119,340.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/1/04	4/1/11
	Lost						
1	Instrument						
	Bond	6255300	81,033.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/1/04	4/1/11

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6255301	106,212.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/1/04	4/1/11
1	Lost Instrument Bond	6255302	74,169.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/1/04	4/1/11
1	Lost Instrument Bond	6255303	128,796.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/1/04	4/1/11
1	Lost Instrument Bond	6255304	119,074.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	4/1/04	4/1/11
1	Lost Instrument Bond	6255306	943,195.00	WASHINGTON MUTUAL, INC.	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	4/15/04	4/15/11
1	Lost Instrument Bond	6255307	148,466.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/15/04	4/15/11
1	Lost Instrument Bond	6255308	82,821.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/16/04	4/16/11
1	Lost Instrument Bond	6255309	48,618.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/16/04	4/16/11
1	Lost Instrument Bond	6264539	87,863.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/21/04	4/21/11
1	Lost Instrument Bond	6264540	96,167.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/21/04	4/21/11
1	Lost Instrument Bond	6264542	137,025.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/21/04	4/21/11
1	Lost Instrument Bond	6264543	206,657.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/21/04	4/21/11
1	Lost Instrument Bond	6264544	133,841.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/21/04	4/21/11
1	Lost Instrument Bond	6264558	120,493.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	5/18/04	5/18/11
1	Lost Instrument Bond	6264560	133,156.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	5/21/04	5/21/11
1	Lost Instrument Bond	6264561	113,861.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	5/21/04	5/21/11
1	Lost Instrument Bond	6288282	96,404.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288283	85,604.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288284	122,123.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288285	21,253.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288286	36,272.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288287	37,890.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288288	85,227.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288289	44,965.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288290	55,478.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument	6288291	45,664.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6288292	113,186.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288293	89,699.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288294	56,566.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288295	70,081.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288296	73,274.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288297	70,743.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288298	81,999.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288299	144,657.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288300	148,710.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288301	43,780.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288302	200,721.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288303	25,523.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288304	84,372.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288305	63,239.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288306	80,974.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288307	89,371.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288308	52,660.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288309	153,679.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288310	104,360.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288311	23,345.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288312	96,814.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288313	96,754.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288314	186,130.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288315	108,083.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond	6288316	118,844.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost	6288317	125,368.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11



Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
	Instrument						
	Bond						
	Lost						
1	Instrument						
	Bond	6288318	18,286.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288319	114,702.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288320	120,632.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288321	116,743.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288322	5,891.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288323	64,256.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288324	103,269.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288325	23,624.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288326	42,201.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288327	101,675.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288328	45,390.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288329	60,502.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288330	97,257.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288331	75,902.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288332	113,632.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288333	78,111.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288334	45,325.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288335	84,363.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288336	69,709.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288337	58,873.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288338	40,575.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288339	105,351.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288340	53,338.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288341	115,707.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288342	95,046.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6288343	109,622.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288344	65,011.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288345	89,895.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288346	131,206.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288347	85,922.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288348	167,569.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288349	109,245.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288350	121,856.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288351	113,903.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288352	155,467.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288353	72,027.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288354	64,423.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288355	79,011.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288356	49,605.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288357	160,036.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288358	134,701.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288359	91,747.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288360	112,594.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288361	68,671.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288362	92,213.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288363	88,303.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288364	63,778.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288365	30,860.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288366	84,072.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288367	38,891.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument	6288368	153,932.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6288369	60,578.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288370	127,429.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288371	116,594.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288372	107,843.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288373	87,297.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288374	73,529.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288375	44,202.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288376	126,766.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288377	51,446.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288378	58,913.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288379	130,927.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288380	142,040.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288381	127,696.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288382	51,427.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288383	50,345.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288384	67,389.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288385	103,172.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288386	83,773.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288387	177,813.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288388	114,058.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288389	31,760.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288390	44,546.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288391	5,582.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288392	70,328.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond	6288393	92,880.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost	6288394	36,261.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
	Instrument						
	Bond						
	Lost						
1	Instrument						
	Bond	6288395	38,303.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288396	59,576.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288397	87,282.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288398	47,604.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288399	19,674.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288400	45,582.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288401	78,765.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288402	104,557.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288403	82,305.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288404	71,055.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288405	75,875.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288406	47,039.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288407	52,917.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288408	71,861.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288409	94,206.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288410	71,707.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288411	87,436.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288412	87,534.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288413	111,903.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288414	69,362.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288415	50,366.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288416	50,956.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288417	84,037.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288418	69,203.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
	Lost						
1	Instrument						
	Bond	6288419	121,151.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6288420	93,206.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288421	114,769.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288422	82,415.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288423	124,076.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288424	90,032.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288425	51,781.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288426	31,073.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288427	60,506.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288428	28,090.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288429	43,256.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288430	131,799.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288431	104,623.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	6/10/04	6/10/11
1	Lost Instrument Bond	6288432	118,579.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288433	133,208.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288434	41,489.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288435	137,708.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288436	51,638.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288437	63,687.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288438	111,825.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288439	72,921.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288440	52,130.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288441	81,715.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288442	63,230.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288443	87,997.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288444	76,580.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument	6288445	71,229.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6288446	32,147.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288447	48,975.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288448	41,466.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288449	142,675.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288450	110,861.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288451	85,090.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288452	61,018.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288453	101,925.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288454	74,804.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288455	119,212.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288456	149,937.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288457	212,905.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288458	43,504.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288459	152,176.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288460	128,908.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288461	95,827.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288462	192,491.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288463	95,135.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288464	143,674.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288465	69,387.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288466	169,253.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288467	78,656.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288468	92,342.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288469	94,428.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond	6288470	74,987.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost	6288471	127,617.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Instrument Bond Lost	6288472	119,092.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288473	101,330.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288474	142,160.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288475	129,901.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288476	142,772.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288477	74,518.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288478	331,654.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288479	166,542.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288480	89,920.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288481	81,935.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288482	116,933.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288483	22,720.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288484	86,830.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288485	117,560.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288486	160,546.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288487	213,511.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288488	272,243.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288489	128,356.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288490	65,329.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288491	100,170.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288492	127,686.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288493	87,712.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288494	54,992.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288495	81,908.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond	6288496	91,978.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6288497	113,444.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288498	161,366.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	6/10/04	6/10/11
1	Lost Instrument Bond	6288499	123,904.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288500	92,270.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	6/22/04	6/22/11
1	Lost Instrument Bond	6288501	149,854.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	6/22/04	6/22/11
1	Lost Instrument Bond	6288502	45,050.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	6/22/04	6/22/11
1	Lost Instrument Bond	6288504	62,002.62	WASHINGTON MUTUAL	WASHINGTON MUTUAL HOME LOAN CENTER INC.	7/7/04	7/7/11
1	Lost Instrument Bond	6288505	131,255.07	WASHINGTON MUTUAL	WASHINGTON MUTUAL HOME LOAN CENTER INC.	7/7/04	7/7/11
1	Lost Instrument Bond	6288506	245,392.23	WASHINGTON MUTUAL	WASHINGTON MUTUAL HOME LOAN CENTER INC.	7/7/04	7/7/11
1	Lost Instrument Bond	6288507	262,662.36	WASHINGTON MUTUAL	BANK OF AMERICA, N.A.	7/8/04	7/8/11
1	Lost Instrument Bond	6288508	8,500.00	WASHINGTON MUTUAL	FLORIDA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES	8/2/04	8/27/04
1	Lost Instrument Bond	6288509	101,875.01	WASHINGTON MUTUAL	WASHINGTON MUTUAL HOME LOAN CENTER INC.	7/20/04	7/20/11
1	Lost Instrument Bond	6288510	106,931.09	WASHINGTON MUTUAL	WASHINGTON MUTUAL HOME LOAN CENTER INC.	7/20/04	7/20/11
1	Lost Instrument Bond	6288511	183,233.39	WASHINGTON MUTUAL	WASHINGTON MUTUAL HOME LOAN CENTER INC.	7/20/04	7/20/11
1	Lost Instrument Bond	6288513	139,487.24	WASHINGTON MUTUAL	THE FIRST NATIONAL BANK OF LONG ISLAND	7/26/04	7/26/11
1	Lost Instrument Bond	6288516	79,748.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL HOME LOAN CENTER INC.	8/5/04	8/5/11
1	Lost Instrument Bond	6288517	83,193.08	WASHINGTON MUTUAL	WASHINGTON MUTUAL HOME LOAN CENTER INC.	8/17/04	8/17/11
1	Lost Instrument Bond	6288518	105,135.72	WASHINGTON MUTUAL	WASHINGTON MUTUAL HOME LOAN CENTER INC.	8/17/04	8/17/11
1	Lost Instrument Bond	6288519	52,440.72	WASHINGTON MUTUAL	WASHINGTON MUTUAL HOME LOAN CENTER INC.	8/17/04	8/17/11
1	Lost Instrument Bond	6288520	96,794.78	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK	8/17/04	8/17/11
1	Lost Instrument Bond	6288521	84,681.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK	8/17/04	8/17/11
1	Lost Instrument Bond	6288522	168,032.96	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	8/17/04	8/17/11
1	Lost Instrument Bond	6288524	584,298.69	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	9/29/04	9/29/11
1	Lost Instrument Bond	6288525	114,280.52	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/29/04	9/29/11
1	Lost Instrument Bond	6288526	98,028.01	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/29/04	9/29/11
1	Instrument	6288527	150,381.73	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/29/04	9/29/11



Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6288528	128,803.93	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK	10/8/04	10/8/11
1	Bond Lost Instrument	6288529	77,784.34	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK	10/8/04	10/8/11
1	Bond Lost Instrument	6288530	144,385.14	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK	10/8/04	10/8/11
1	Bond Lost Instrument	6288531	18,799.02	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK	10/8/04	10/8/11
1	Bond Lost Instrument	6311342	166,921.47	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK	10/8/04	10/8/11
1	Bond Lost Instrument	6311343	108,445.38	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK	10/8/04	10/8/11
1	Bond Lost Instrument	6311344	16,062.95	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK	10/8/04	10/8/11
1	Bond Lost Instrument	6311345	4,844.41	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK	10/8/04	10/8/11
1	Bond Lost Instrument	6311346	43,188.08	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK	10/8/04	10/8/11
1	Bond Lost Instrument	6311347	76,843.56	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK	10/8/04	10/8/11
1	Bond Lost Instrument	6311348	73,124.78	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK	10/8/04	10/8/11
1	Bond Lost Instrument	6311349	44,506.91	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK	10/8/04	10/8/11
1	Bond Lost Instrument	6311350	67,091.54	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK	10/8/04	10/8/11
1	Bond Lost Instrument	6311351	62,016.20	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK	10/8/04	10/8/11
1	Bond Lost Instrument	6311352	37,697.77	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	10/27/04	10/27/11
1	Bond Lost Instrument	6311358	29,103.58	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK	11/16/04	11/16/11
1	Bond Lost Instrument	6311359	64,685.78	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK	11/16/04	11/16/11
1	Bond Lost Instrument	6311360	93,604.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/18/04	11/18/11
1	Bond Lost Instrument	6311362	106,906.63	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/18/04	11/18/11
1	Bond Lost Instrument	6311363	129,875.58	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/18/04	11/18/11
1	Bond Lost Instrument	6311364	144,635.02	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/18/04	11/18/11
1	Bond Lost Instrument	6311365	118,303.11	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/18/04	11/18/11
1	Bond Lost Instrument	6311368	212,070.87	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/18/04	11/18/11
1	Bond Lost Instrument	6311369	368,331.57	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/18/04	11/18/11
1	Bond	6311370	70,232.85	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/18/04	11/18/11
1	Lost	6311371	227,171.21	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/18/04	11/18/11

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
	Instrument						
	Bond						
	Lost						
1	Instrument						
	Bond	6311373	86,026.90	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/18/04	11/18/11
	Lost						
1	Instrument						
	Bond	6311374	122,562.14	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/18/04	11/18/11
	Lost						
1	Instrument						
	Bond	6311375	108,467.71	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/18/04	11/18/11
	Lost						
1	Instrument						
	Bond	6311376	53,649.08	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/18/04	11/18/11
	Lost						
1	Instrument						
	Bond	6311379	101,810.36	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/18/04	11/18/11
	Lost						
1	Instrument						
	Bond	6311380	137,489.73	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/18/04	11/18/11
	Lost						
1	Instrument						
	Bond	6311381	188,684.91	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/18/04	11/18/11
	Lost						
1	Instrument						
	Bond	6311382	198,334.64	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/18/04	11/18/11
	Lost						
1	Instrument						
	Bond	6311383	243,884.51	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/18/04	11/18/11
	Lost						
1	Instrument						
	Bond	6311384	63,808.75	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/18/04	11/18/11
	Lost						
1	Instrument						
	Bond	6311385	223,236.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/18/04	11/18/11
	Lost						
1	Instrument						
	Bond	6311386	138,457.36	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK	11/23/04	11/23/11
	Lost						
1	Instrument						
	Bond	6311387	187,018.75	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK	11/23/04	11/23/11
	Lost						
1	Instrument						
	Bond	6311388	141,878.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK	11/23/04	11/23/11
	Lost						
1	Instrument						
	Bond	6311389	96,618.01	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/29/04	11/29/11
	Lost						
1	Instrument						
	Bond	6311390	91,924.27	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/30/04	11/30/11
	Lost						
1	Instrument						
	Bond	6311391	63,718.52	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/30/04	11/30/11
	Lost						
1	Instrument						
	Bond	6317387	167,493.10	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
	Lost						
1	Instrument						
	Bond	6317388	162,523.75	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
	Lost						
1	Instrument						
	Bond	6317389	83,389.99	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
	Lost						
1	Instrument						
	Bond	6317390	79,418.38	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
	Lost						
1	Instrument						
	Bond	6317391	94,531.33	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
	Lost						
1	Instrument						
	Bond	6317392	58,097.41	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
	Lost						
1	Instrument						
	Bond	6317393	57,203.45	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
	Lost						
1	Instrument						
	Bond	6317394	98,640.87	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6317395	64,799.63	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Lost Instrument Bond	6317396	79,950.77	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Lost Instrument Bond	6317397	42,343.88	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Lost Instrument Bond	6317398	44,889.66	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Lost Instrument Bond	6317399	73,902.93	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Lost Instrument Bond	6317400	142,309.71	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Lost Instrument Bond	6317401	185,925.69	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Lost Instrument Bond	6317402	81,788.09	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Lost Instrument Bond	6317404	193,789.79	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Lost Instrument Bond	6317405	103,404.46	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Lost Instrument Bond	6317407	83,284.82	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Lost Instrument Bond	6317408	88,800.22	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Lost Instrument Bond	6317409	80,317.38	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Lost Instrument Bond	6317410	100,776.08	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Lost Instrument Bond	6317411	109,685.51	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Lost Instrument Bond	6317412	187,691.52	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Lost Instrument Bond	6317413	64,359.01	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Lost Instrument Bond	6317414	232,095.56	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Lost Instrument Bond	6317415	109,566.21	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Lost Instrument Bond	6317416	122,561.10	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Lost Instrument Bond	6317417	101,228.51	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Lost Instrument Bond	6317418	112,567.53	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Lost Instrument Bond	6317419	126,453.10	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Lost Instrument Bond	6317420	130,553.27	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Lost Instrument Bond	6317421	138,133.32	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Instrument	6317422	107,314.70	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6317423	101,052.53	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Bond Lost Instrument	6317424	78,775.60	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Bond Lost Instrument	6317425	160,131.64	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Bond Lost Instrument	6317426	51,383.73	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Bond Lost Instrument	6317427	183,348.54	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Bond Lost Instrument	6317428	119,929.04	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Bond Lost Instrument	6317429	117,244.74	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Bond Lost Instrument	6317430	121,824.83	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Bond Lost Instrument	6317431	64,362.23	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Bond Lost Instrument	6317432	93,733.43	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Bond Lost Instrument	6317433	109,586.17	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Bond Lost Instrument	6317434	197,306.95	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Bond Lost Instrument	6317435	74,399.29	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Bond Lost Instrument	6317436	74,999.23	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Bond Lost Instrument	6317437	143,139.74	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Bond Lost Instrument	6317438	103,772.91	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Bond Lost Instrument	6317439	122,597.26	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Bond Lost Instrument	6317440	179,884.69	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Bond Lost Instrument	6317441	133,997.70	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Bond Lost Instrument	6317442	204,478.04	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Bond Lost Instrument	6317443	194,362.41	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Bond Lost Instrument	6317444	201,797.83	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Bond Lost Instrument	6317445	242,995.32	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Bond Lost Instrument	6317446	191,437.57	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Bond	6317447	223,673.14	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Lost	6317448	147,152.95	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Instrument Bond Lost	6317449	107,716.83	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Instrument Bond Lost	6317450	110,433.84	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Instrument Bond Lost	6317451	98,523.39	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Instrument Bond Lost	6317452	216,617.12	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Instrument Bond Lost	6317453	112,355.69	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Instrument Bond Lost	6317454	183,614.88	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Instrument Bond Lost	6317455	89,627.21	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Instrument Bond Lost	6317456	98,113.73	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Instrument Bond Lost	6317457	180,649.42	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Instrument Bond Lost	6317458	73,400.06	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Instrument Bond Lost	6317459	138,829.41	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Instrument Bond Lost	6317460	152,706.39	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Instrument Bond Lost	6317461	153,700.83	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Instrument Bond Lost	6317462	220,547.28	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Instrument Bond Lost	6317463	123,269.23	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Instrument Bond Lost	6317465	273,001.74	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Instrument Bond Lost	6317466	173,775.24	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Instrument Bond Lost	6317467	202,146.12	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Instrument Bond Lost	6317468	188,074.10	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Instrument Bond Lost	6317469	222,580.19	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Instrument Bond Lost	6317470	121,311.34	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Instrument Bond Lost	6317471	165,140.68	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Instrument Bond Lost	6317472	115,934.10	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Instrument Bond Lost	6317473	179,199.96	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Instrument Bond	6317474	61,249.40	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6317475	167,731.03	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Lost Instrument Bond	6317476	234,776.29	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Lost Instrument Bond	6317477	71,149.75	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Lost Instrument Bond	6317478	183,652.31	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Lost Instrument Bond	6317479	96,115.11	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Lost Instrument Bond	6317480	134,988.68	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Lost Instrument Bond	6317481	88,425.47	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Lost Instrument Bond	6317482	173,973.61	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/3/04	12/3/11
1	Lost Instrument Bond	6317484	116,557.88	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/3/04	12/3/11
1	Lost Instrument Bond	6317486	90,661.17	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/9/04	12/9/11
1	Lost Instrument Bond	6317487	100,878.31	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/9/04	12/9/11
1	Lost Instrument Bond	6317488	73,028.99	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/9/04	12/9/11
1	Lost Instrument Bond	6317489	70,040.35	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/14/04	12/14/11
1	Lost Instrument Bond	6317490	53,125.32	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/14/04	12/14/11
1	Lost Instrument Bond	6317491	113,135.53	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/14/04	12/14/11
1	Lost Instrument Bond	6317492	82,165.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/14/04	12/14/11
1	Lost Instrument Bond	6317494	39,343.96	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/22/04	12/22/11
1	Lost Instrument Bond	6317495	143,446.17	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/22/04	12/22/11
1	Lost Instrument Bond	6317496	87,631.52	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/22/04	12/22/11
1	Lost Instrument Bond	6317499	58,521.06	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	1/11/05	1/11/12
1	Lost Instrument Bond	6317500	73,524.73	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	1/11/05	1/11/12
1	Lost Instrument Bond	6317501	140,790.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK	1/18/05	1/18/11
1	Lost Instrument Bond	6317502	136,881.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK	1/18/05	1/18/11
1	Lost Instrument Bond	6317503	204,902.85	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK	1/18/05	1/18/11
1	Lost Instrument Bond	6317504	102,506.10	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK	1/18/05	1/18/11
1	Instrument	6317505	55,039.17	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK	1/18/05	1/18/11

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6317506	150,139.45	WASHINGTON MUTUAL	THE BANK OF NEW YORK	1/17/05	1/17/11
1	Bond Lost Instrument	6317507	50,492.50	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK	1/25/05	1/25/12
1	Bond Lost Instrument	6317508	74,729.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	1/28/05	1/28/12
1	Bond Lost Instrument	6317509	48,611.98	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/2/05	2/2/12
1	Bond Lost Instrument	6317511	165,483.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/15/05	2/15/12
1	Bond Lost Instrument	6317512	161,798.28	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/15/05	2/15/12
1	Bond Lost Instrument	6317513	282,750.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/15/05	2/15/12
1	Bond Lost Instrument	6317514	42,924.91	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/15/05	2/15/12
1	Bond Lost Instrument	6317515	144,901.29	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/15/05	2/15/12
1	Bond Lost Instrument	6317516	128,210.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/15/05	2/15/12
1	Bond Lost Instrument	6317517	91,875.44	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/15/05	2/15/12
1	Bond Lost Instrument	6317518	47,024.68	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/15/05	2/15/12
1	Bond Lost Instrument	6317520	76,367.66	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/15/05	2/15/12
1	Bond Lost Instrument	6317521	132,354.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/15/05	2/15/12
1	Bond Lost Instrument	6317522	130,411.29	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/15/05	2/15/12
1	Bond Lost Instrument	6317523	182,217.67	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/15/05	2/15/12
1	Bond Lost Instrument	6317524	82,362.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/15/05	2/15/12
1	Bond Lost Instrument	6317525	62,091.63	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/15/05	2/15/12
1	Bond Lost Instrument	6317526	178,891.99	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/18/05	2/18/12
1	Bond Lost Instrument	6317527	51,618.15	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/18/05	2/18/12
1	Bond Lost Instrument	6317528	40,329.81	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/18/05	2/18/12
1	Bond Lost Instrument	6317529	75,922.13	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/18/05	2/18/12
1	Bond Lost Instrument	6317531	28,899.23	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/24/05	2/24/12
1	Bond Lost Instrument	6317532	223,220.11	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/28/05	2/28/12
1	Bond	6317533	75,637.42	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/28/05	2/28/12
1	Lost	6317534	171,788.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/28/05	2/28/12

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Instrument Bond Lost	6317536	83,562.52	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/28/05	2/28/12
1	Instrument Bond Lost	6317538	86,013.31	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/8/05	3/8/12
1	Instrument Bond Lost	6317539	161,134.63	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/8/05	3/8/12
1	Instrument Bond Lost	6317540	84,333.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/8/05	3/8/12
1	Instrument Bond Lost	6317541	127,798.87	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/8/05	3/8/12
1	Instrument Bond Lost	6317542	92,042.51	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/8/05	3/8/12
1	Instrument Bond Lost	6317543	189,867.40	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/8/05	3/8/12
1	Instrument Bond Lost	6317544	122,796.41	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/8/05	3/8/12
1	Instrument Bond Lost	6317545	73,945.04	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/8/05	3/8/12
1	Instrument Bond Lost	6317546	108,544.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/8/05	3/8/12
1	Instrument Bond Lost	6317547	36,098.03	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/8/05	3/8/12
1	Instrument Bond Lost	6317549	72,409.06	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/14/05	3/14/12
1	Instrument Bond Lost	6317550	80,932.96	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/14/05	3/14/12
1	Instrument Bond Lost	6317551	81,063.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/14/05	3/14/12
1	Instrument Bond Lost	6317552	102,702.24	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/14/05	3/14/12
1	Instrument Bond Lost	6317553	108,320.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	3/14/05	3/14/12
1	Instrument Bond Lost	6317554	440,317.92	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	3/18/05	3/18/12
1	Instrument Bond Lost	6317555	74,022.29	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	3/18/05	3/18/12
1	Instrument Bond Lost	6317556	145,579.50	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	3/18/05	3/18/12
1	Instrument Bond Lost	6317557	98,964.77	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	3/18/05	3/18/12
1	Instrument Bond Lost	6317558	47,081.48	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	3/18/05	3/18/12
1	Instrument Bond Lost	6317559	505,292.97	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	3/18/05	3/18/12
1	Instrument Bond Lost	6317560	76,291.61	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	3/18/05	3/18/12
1	Instrument Bond Lost	6317561	67,725.50	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	3/18/05	3/18/12
1	Instrument Bond	6317562	101,054.61	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	3/18/05	3/18/12



Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6317563	532,755.10	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	3/18/05	3/18/12
1	Lost Instrument Bond	6317564	55,135.73	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	3/18/05	3/18/12
1	Lost Instrument Bond	6317565	70,312.52	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	3/18/05	3/18/12
1	Lost Instrument Bond	6317566	93,941.28	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	3/18/05	3/18/12
1	Lost Instrument Bond	6317567	218,138.81	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	3/18/05	3/18/12
1	Lost Instrument Bond	6317569	103,812.61	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/22/05	3/22/12
1	Lost Instrument Bond	6317570	50,517.80	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/22/05	3/22/12
1	Lost Instrument Bond	6317571	61,822.32	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/22/05	3/22/12
1	Lost Instrument Bond	6317572	183,086.37	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/29/05	3/29/12
1	Lost Instrument Bond	6317573	190,620.77	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/29/05	3/29/12
1	Lost Instrument Bond	6317574	47,675.64	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/29/05	3/29/12
1	Lost Instrument Bond	6317576	144,118.00	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	3/31/05	3/31/06
1	Lost Instrument Bond	6317577	131,295.95	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/31/05	3/31/12
1	Lost Instrument Bond	6317578	131,615.54	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/31/05	3/31/12
1	Lost Instrument Bond	6317579	64,969.04	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/31/05	3/31/12
1	Lost Instrument Bond	6317580	55,574.60	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/31/05	3/31/12
1	Lost Instrument Bond	6317581	170,000.00	WASHINGTON MUTUAL BANK	State of New York	4/6/05	4/6/06
1	Lost Instrument Bond	6317582	170,000.00	WASHINGTON MUTUAL BANK	State of Florida	4/6/05	4/6/06
1	Lost Instrument Bond	6317584	56,610.33	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	4/7/05	4/7/12
1	Lost Instrument Bond	6317585	66,226.60	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	4/7/05	4/7/12
1	Lost Instrument Bond	6317586	58,975.38	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	4/7/05	4/7/12
1	Lost Instrument Bond	6342215	83,276.35	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	4/7/05	4/7/12
1	Lost Instrument Bond	6342216	53,348.95	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	4/7/05	4/7/12
1	Lost Instrument Bond	6342218	43,118.26	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	4/7/05	4/7/12
1	Lost Instrument Bond	6342219	113,798.83	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	4/7/05	4/7/12
1	Instrument	6342220	132,465.00	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	4/11/05	4/11/06

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6342221	56,298.97	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	4/8/05	4/8/12
1	Bond Lost Instrument	6342222	90,681.64	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	4/8/05	4/8/12
1	Bond Lost Instrument	6342224	79,481.12	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	4/20/05	4/20/12
1	Bond Lost Instrument	6342225	54,281.54	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	4/20/05	4/20/12
1	Bond Lost Instrument	6342226	118,475.05	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	4/29/05	4/29/12
1	Bond Lost Instrument	6342229	130,945.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	5/10/05	5/10/12
1	Bond Lost Instrument	6342230	126,137.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	5/10/05	5/10/12
1	Bond Lost Instrument	6342231	190,958.34	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	5/11/05	5/11/12
1	Bond Lost Instrument	6342232	24,000.00	WASHINGTON MUTUAL	THE BANK OF NEW YORK THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	5/11/05	5/11/12
1	Bond Lost Instrument	6342233	1,011,724.06	WASHINGTON MUTUAL	THE BANK OF NEW YORK THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	5/12/05	5/12/12
1	Bond Lost Instrument	6342234	103,708.60	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	5/18/05	5/18/12
1	Bond Lost Instrument	6342235	120,037.58	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	5/25/05	5/25/12
1	Bond Lost Instrument	6342236	51,594.88	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	5/25/05	5/25/12
1	Bond Lost Instrument	6342237	135,848.76	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	5/25/05	5/25/12
1	Bond Lost Instrument	6342238	162,820.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	5/25/05	5/25/12
1	Bond Lost Instrument	6342239	120,492.66	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	5/26/05	5/26/12
1	Bond Lost Instrument	6342240	166,923.36	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	5/26/05	5/26/12
1	Bond Lost Instrument	6342241	69,655.73	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	5/26/05	5/26/12
1	Bond Lost Instrument	6342242	72,039.98	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/15/05	6/15/12
1	Bond Lost Instrument	6342243	116,869.09	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/15/05	6/15/12
1	Bond Lost Instrument	6342244	90,992.30	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/15/05	6/15/12
1	Bond Lost Instrument	6342245	84,395.93	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/15/05	6/15/12
1	Bond Lost Instrument	6342246	146,250.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/15/05	6/15/12
1	Bond Lost Instrument	6342247	158,896.20	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/15/05	6/15/12
1	Bond	6342248	140,825.99	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/15/05	6/15/12
1	Lost	6342249	183,691.71	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/17/05	6/17/12

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Instrument Bond Lost	6342250	162,047.71	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/17/05	6/17/12
1	Instrument Bond Lost	6342251	128,311.15	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/15/05	6/15/12
1	Instrument Bond Lost	6342252	99,009.86	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/15/05	6/15/12
1	Instrument Bond Lost	6342253	30,598.57	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/20/05	6/20/12
1	Instrument Bond Lost	6342254	39,007.91	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/20/05	6/20/12
1	Instrument Bond Lost	6342256	65,716.45	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/22/05	6/22/12
1	Instrument Bond Lost	6342257	98,302.48	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/22/05	6/22/12
1	Instrument Bond Lost	6342258	80,901.43	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/22/05	6/22/12
1	Instrument Bond Lost	6342260	101,756.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/23/05	6/23/12
1	Instrument Bond Lost	6342261	82,407.79	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/28/05	6/28/12
1	Instrument Bond Lost	6342262	84,235.38	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/28/05	6/28/12
1	Instrument Bond Lost	6342263	142,338.09	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/28/05	6/28/12
1	Instrument Bond Lost	6342264	114,629.90	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/28/05	6/28/12
1	Instrument Bond Lost	6342265	165,784.86	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/28/05	6/28/12
1	Instrument Bond Lost	6342266	110,359.23	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/28/05	6/28/12
1	Instrument Bond Lost	6342267	65,419.30	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/28/05	6/28/12
1	Instrument Bond Lost	6342268	73,820.15	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/28/05	6/28/12
1	Instrument Bond Lost	6342269	137,414.69	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/28/05	6/28/12
1	Instrument Bond Lost	6342270	152,484.60	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/28/05	6/28/12
1	Instrument Bond Lost	6342271	114,545.32	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/28/05	6/28/12
1	Instrument Bond Lost	6342272	121,137.64	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/28/05	6/28/12
1	Instrument Bond Lost	6342274	66,235.25	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/30/05	6/30/12
1	Instrument Bond Lost	6342275	66,535.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/30/05	6/30/12
1	Instrument Bond Lost	6342276	124,302.44	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/12/05	7/12/12
1	Instrument Bond	6342279	82,489.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/12/05	7/12/12

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6342280	103,703.08	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/12/05	7/12/12
1	Lost Instrument Bond	6342281	65,354.28	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/12/05	7/12/12
1	Lost Instrument Bond	6342282	87,590.38	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/12/05	7/12/12
1	Lost Instrument Bond	6342283	58,311.74	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/12/05	7/12/12
1	Lost Instrument Bond	6342284	132,133.28	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/12/05	7/12/12
1	Lost Instrument Bond	6342285	47,332.64	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/12/05	7/12/12
1	Lost Instrument Bond	6342286	63,668.80	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/12/05	7/12/12
1	Lost Instrument Bond	6342287	101,958.47	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/12/05	7/12/12
1	Lost Instrument Bond	6361641	166,309.52	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/12/05	7/12/12
1	Lost Instrument Bond	6361643	65,093.11	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/19/05	7/19/12
1	Lost Instrument Bond	6361644	67,277.95	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/19/05	7/19/12
1	Lost Instrument Bond	6361645	49,969.83	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/26/05	7/26/12
1	Lost Instrument Bond	6361646	144,930.75	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/26/05	7/26/12
1	Lost Instrument Bond	6361647	100,267.80	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/26/05	7/26/12
1	Lost Instrument Bond	6361648	141,944.46	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/26/05	7/26/12
1	Lost Instrument Bond	6361649	196,910.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/26/05	7/26/12
1	Lost Instrument Bond	6361650	96,178.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/26/05	7/26/12
1	Lost Instrument Bond	6361651	126,207.59	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/26/05	7/26/12
1	Lost Instrument Bond	6361654	192,560.18	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/5/05	8/5/12
1	Lost Instrument Bond	6361655	107,776.10	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/5/05	8/5/12
1	Lost Instrument Bond	6361656	170,621.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/5/05	8/5/12
1	Lost Instrument Bond	6361657	103,992.77	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/5/05	8/5/12
1	Lost Instrument Bond	6361660	90,360.93	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/16/05	8/16/12
1	Lost Instrument Bond	6361662	73,397.79	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/18/05	8/18/12
1	Lost Instrument Bond	6361663	147,143.61	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/16/05	8/16/12
1	Instrument	6361664	104,854.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/16/05	8/16/12

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6361666	120,180.01	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/18/05	8/18/12
1	Bond Lost Instrument	6361667	132,517.38	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/18/05	8/18/12
1	Bond Lost Instrument	6361669	88,606.66	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	8/25/05	8/25/12
1	Bond Lost Instrument	6361670	171,769.38	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	8/25/05	8/25/12
1	Bond Lost Instrument	6361671	73,990.98	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	8/25/05	8/25/12
1	Bond Lost Instrument	6361672	520,498.06	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	8/25/05	8/25/12
1	Bond Lost Instrument	6361673	224,129.77	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	8/25/05	8/25/12
1	Bond Lost Instrument	6361674	249,886.68	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	8/25/05	8/25/12
1	Bond Lost Instrument	6361675	580,420.18	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	8/25/05	8/25/12
1	Bond Lost Instrument	6361676	97,262.98	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/31/05	8/31/12
1	Bond Lost Instrument	6361677	105,934.34	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/31/05	8/31/12
1	Bond Lost Instrument	6361678	161,250.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/31/05	8/31/12
1	Bond Lost Instrument	6361679	145,105.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/31/05	8/31/12
1	Bond Lost Instrument	6361682	78,502.06	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/16/05	9/16/12
1	Bond Lost Instrument	6361683	139,589.83	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/16/05	9/16/12
1	Bond Lost Instrument	6361684	41,059.69	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/16/05	9/16/12
1	Bond Lost Instrument	6361685	118,322.13	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/16/05	9/16/12
1	Bond Lost Instrument	6361686	150,138.70	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/16/05	9/16/12
1	Bond Lost Instrument	6361687	100,249.92	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/16/05	9/16/12
1	Bond Lost Instrument	6361688	76,395.12	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/16/05	9/16/12
1	Bond Lost Instrument	6361689	175,312.50	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/16/05	9/16/12
1	Bond Lost Instrument	6361690	97,216.72	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/16/05	9/16/12
1	Bond Lost Instrument	6361691	84,763.96	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/16/05	9/16/12
1	Bond Lost Instrument	6361692	125,995.03	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/16/05	9/16/12
1	Bond	6361693	62,993.29	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/16/05	9/16/12
1	Lost	6361694	119,483.84	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/16/05	9/16/12

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Instrument Bond Lost	6361695	87,728.67	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/16/05	9/16/12
1	Instrument Bond Lost	6361696	224,176.98	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/26/05	9/26/12
1	Instrument Bond Lost	6361697	134,752.66	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/26/05	9/26/12
1	Instrument Bond Lost	6361698	168,932.43	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/26/05	9/26/12
1	Instrument Bond Lost	6361699	194,542.81	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/26/05	9/26/12
1	Instrument Bond Lost	6361700	91,183.56	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/26/05	9/26/12
1	Instrument Bond Lost	6361701	118,654.46	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/26/05	9/26/12
1	Instrument Bond Lost	6361702	133,326.02	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/26/05	9/26/12
1	Instrument Bond Lost	6361703	109,968.31	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/26/05	9/26/12
1	Instrument Bond Lost	6361704	111,559.19	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/26/05	9/26/12
1	Instrument Bond Lost	6361707	64,533.33	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	10/12/05	10/12/12
1	Instrument Bond Lost	6361708	117,951.47	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	10/12/05	10/12/12
1	Instrument Bond Lost	6361709	146,263.22	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	10/12/05	10/12/12
1	Instrument Bond Lost	6361710	131,880.17	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	10/12/05	10/12/12
1	Instrument Bond Lost	6361711	81,151.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	10/12/05	10/12/12
1	Instrument Bond Lost	6361712	63,747.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	10/12/05	10/12/12
1	Instrument Bond Lost	6361713	102,943.42	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	10/12/05	10/12/12
1	Instrument Bond Lost	6361714	73,154.96	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	10/12/05	10/12/12
1	Instrument Bond Lost	6361715	78,013.82	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	10/12/05	10/12/12
1	Instrument Bond Lost	6361716	43,129.58	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	10/12/05	10/12/12
1	Instrument Bond Lost	6361717	101,753.61	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	10/12/05	10/12/12
1	Instrument Bond Lost	6361718	63,625.17	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	10/12/05	10/12/12
1	Instrument Bond Lost	6361719	396,000.00	WASHINGTON MUTUAL BANK	HSBC BANK USA	10/10/05	10/10/11
1	Instrument Bond Lost	6361722	149,493.86	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	10/21/05	10/21/12
1	Instrument Bond	6361724	159,817.03	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/4/05	11/4/12

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6361734	10,689.89	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/7/05	11/7/12
1	Lost Instrument Bond	6361735	56,565.75	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/7/05	11/7/12
1	Lost Instrument Bond	6361736	61,025.21	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/16/05	11/16/12
1	Lost Instrument Bond	6361737	66,673.19	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/16/05	11/16/12
1	Lost Instrument Bond	6361739	538,447.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/1/05	12/1/12
1	Lost Instrument Bond	6361740	218,220.80	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/1/05	12/1/12
1	Lost Instrument Bond	6361742	118,554.04	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/1/05	12/1/12
1	Lost Instrument Bond	6361743	84,119.24	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/1/05	12/1/12
1	Lost Instrument Bond	6361744	127,691.21	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/13/05	12/13/12
1	Lost Instrument Bond	6361745	77,952.93	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/13/05	12/13/12
1	Lost Instrument Bond	6361746	59,641.03	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/13/05	12/13/12
1	Lost Instrument Bond	6361747	75,165.78	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/13/05	12/13/12
1	Lost Instrument Bond	6361748	134,800.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/13/05	12/13/12
1	Lost Instrument Bond	6361749	117,380.39	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/13/05	12/13/12
1	Lost Instrument Bond	6361750	77,986.78	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/13/05	12/13/12
1	Lost Instrument Bond	6361751	50,686.73	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/13/05	12/13/12
1	Lost Instrument Bond	6361752	83,698.57	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/13/05	12/13/12
1	Lost Instrument Bond	6361753	132,928.27	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/13/05	12/13/12
1	Lost Instrument Bond	6361755	77,030.16	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/21/05	12/21/12
1	Lost Instrument Bond	6361756	67,681.05	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/21/05	12/21/12
1	Lost Instrument Bond	6361758	72,905.35	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/21/05	12/21/12
1	Lost Instrument Bond	6361759	160,000.00	WASHINGTON MUTUAL	THE BANK OF NEW YORK	12/21/05	12/21/12
1	Lost Instrument Bond	6361760	260,000.00	WASHINGTON MUTUAL	THE BANK OF NEW YORK	12/21/05	12/21/12
1	Lost Instrument Bond	6361761	600,500.00	WASHINGTON MUTUAL	THE BANK OF NEW YORK	12/21/05	12/21/12
1	Lost Instrument Bond	6361763	137,776.36	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	1/16/06	1/16/13
1	Instrument	6361764	81,961.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	1/16/06	1/16/13

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6361765	123,398.16	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	1/20/06	1/20/13
1	Bond Lost Instrument	6361766	100,778.23	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	1/20/06	1/20/13
1	Bond Lost Instrument	6361767	38,385.18	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	1/20/06	1/20/13
1	Bond Lost Instrument	6361768	117,782.10	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	1/20/06	1/20/13
1	Bond Lost Instrument	6361769	68,537.98	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	1/20/06	1/20/13
1	Bond Lost Instrument	6361770	76,242.39	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	1/26/06	1/26/13
1	Bond Lost Instrument	6361771	87,249.46	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	1/26/06	1/26/13
1	Bond Lost Instrument	6361772	100,372.40	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	1/26/06	1/26/13
1	Bond Lost Instrument	6361773	103,609.76	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	1/26/06	1/26/13
1	Bond Lost Instrument	6361774	173,551.95	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	1/26/06	1/26/13
1	Bond Lost Instrument	6361775	60,490.28	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	1/26/06	1/26/13
1	Bond Lost Instrument	6361776	148,245.28	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/3/06	2/3/13
1	Bond Lost Instrument	6361777	166,099.78	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/3/06	2/3/13
1	Bond Lost Instrument	6361778	67,324.94	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/15/06	2/15/13
1	Bond Lost Instrument	6361779	61,072.51	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/15/06	2/15/13
1	Bond Lost Instrument	6361783	81,029.78	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/15/06	2/15/13
1	Bond Lost Instrument	6361785	95,534.62	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/13/06	3/13/13
1	Bond Lost Instrument	6361786	71,230.59	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	3/13/06	3/13/13
1	Bond Lost Instrument	6361787	45,000.00	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	3/13/06	3/13/13
1	Bond Lost Instrument	6361788	260,000.00	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	3/13/06	3/13/13
1	Bond Lost Instrument	6361789	550,000.00	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	3/13/06	3/13/13
1	Bond Lost Instrument	6361790	605,000.00	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	3/13/06	3/13/13
1	Bond Lost Instrument	6361791	56,000.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/15/06	3/15/13
1	Bond Lost Instrument	6361792	122,893.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/29/06	3/29/13
1	Bond	6361793	188,049.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	5/3/06	5/3/13
1	Lost	6361794	143,927.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	5/3/06	5/3/13



Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Instrument Bond Lost	6361797	75,000.00	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	5/3/06	5/3/13
1	Instrument Bond Lost	6361798	203,000.00	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	5/3/06	5/3/13
1	Instrument Bond Lost	6361799	87,000.00	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	5/11/06	5/11/13
1	Instrument Bond Lost	6361800	37,400.00	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	5/11/06	5/11/13
1	Instrument Bond Lost	6361801	29,000.00	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	5/11/06	5/11/13
1	Instrument Bond Lost	6361802	174,000.00	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	5/11/06	5/11/13
1	Instrument Bond Lost	6361803	59,000.00	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	5/11/06	5/11/13
1	Instrument Bond Lost	6361804	90,000.00	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	5/11/06	5/11/13
1	Instrument Bond Lost	6361805	209,000.00	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	5/11/06	5/11/13
1	Instrument Bond Lost	6361806	127,000.00	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	5/11/06	5/11/13
1	Instrument Bond Lost	6361807	69,500.00	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	5/11/06	5/11/13
1	Instrument Bond Lost	6361808	33,000.00	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	5/11/06	5/11/13
1	Instrument Bond Lost	6361809	40,500.00	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	5/11/06	5/11/13
1	Instrument Bond Lost	6361810	35,000.00	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	5/11/06	5/11/13
1	Instrument Bond Lost	6361811	34,000.00	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	5/11/06	5/11/13
1	Instrument Bond Lost	6361812	101,000.00	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	5/11/06	5/11/13
1	Instrument Bond Lost	6361813	155,000.00	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	5/11/06	5/11/13
1	Instrument Bond Lost	6361814	155,000.00	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	5/11/06	5/11/13
1	Instrument Bond Lost	6361815	940,000.00	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	5/11/06	5/11/13
1	Instrument Bond Lost	6361816	1,061,000.00	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	5/11/06	5/11/13
1	Instrument Bond Lost	6361817	1,042,000.00	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	5/11/06	5/11/13
1	Instrument Bond Lost	6361818	555,000.00	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	5/11/06	5/11/13
1	Instrument Bond Lost	6361820	63,678.99	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	5/18/06	5/18/13
1	Instrument Bond Lost	6361821	77,664.15	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	5/18/06	5/18/13
1	Instrument Bond	6361822	68,687.11	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	5/18/06	5/18/13

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6361823	59,900.59	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	5/18/06	5/18/13
1	Lost Instrument Bond	6361824	56,854.74	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	5/18/06	5/18/13
1	Lost Instrument Bond	6361825	67,605.79	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	5/18/06	5/18/13
1	Lost Instrument Bond	6361826	43,909.96	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	5/18/06	5/18/13
1	Lost Instrument Bond	6361827	98,811.74	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	5/18/06	5/18/13
1	Lost Instrument Bond	6361828	35,829.72	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	5/18/06	5/18/13
1	Lost Instrument Bond	6361829	67,892.74	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	5/18/06	5/18/13
1	Lost Instrument Bond	6361830	50,231.23	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	5/18/06	5/18/13
1	Lost Instrument Bond	6361831	41,305.09	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	5/18/06	5/18/13
1	Lost Instrument Bond	6361832	82,989.77	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	5/18/06	5/18/13
1	Lost Instrument Bond	6361833	61,520.15	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	5/18/06	5/18/13
1	Lost Instrument Bond	6361834	62,651.33	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	5/18/06	5/18/13
1	Lost Instrument Bond	6361836	93,224.32	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/1/06	6/1/13
1	Lost Instrument Bond	6361837	81,742.46	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/1/06	6/1/13
1	Lost Instrument Bond	6361838	131,750.12	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/1/06	6/1/13
1	Lost Instrument Bond	6423281	18,000.00	WASHINGTON MUTUAL	STATE OF NEW YORK, GAME OF CHANCE	6/20/06	6/20/07
1	Lost Instrument Bond	6423282	18,000.00	WASHINGTON MUTUAL	STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE AND CONSUMER SE*	6/20/06	6/20/07
1	Lost Instrument Bond	6423283	124,362.15	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/13/06	7/13/13
1	Lost Instrument Bond	6423284	180,643.01	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/18/06	7/18/13
1	Lost Instrument Bond	6423285	131,799.73	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/18/06	7/18/13
1	Lost Instrument Bond	6423286	168,994.08	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/2/06	8/2/13
1	Lost Instrument Bond	6423287	160,433.16	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/7/06	8/7/13
1	Lost Instrument Bond	6423289	215,362.18	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/14/06	8/14/13
1	Lost Instrument Bond	6423290	112,845.73	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/14/06	8/14/13
1	Lost Instrument Bond	6423291	118,007.23	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/14/06	8/14/13
1	Instrument	6423292	163,170.98	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/22/06	8/22/13

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6423293	39,829.02	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/22/06	8/22/13
1	Bond Lost Instrument	6423296	59,766.81	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/20/06	9/20/13
1	Bond Lost Instrument	6423297	25,480.02	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/20/06	9/20/13
1	Bond Lost Instrument	6423298	68,043.62	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/20/06	9/20/13
1	Bond Lost Instrument	6423299	134,331.03	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/20/06	9/20/13
1	Bond Lost Instrument	6423300	59,766.81	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/20/06	9/20/13
1	Bond Lost Instrument	6423301	72,138.30	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/20/06	9/20/13
1	Bond Lost Instrument	6423302	127,617.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/29/06	9/29/13
1	Bond Lost Instrument	6423303	71,836.96	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	10/13/06	10/13/13
1	Bond Lost Instrument	6423304	58,588.29	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	10/13/06	10/13/13
1	Bond Lost Instrument	6423307	1,450,000.00	WASHINGTON MUTUAL	U.S. BANK TRUST NATIONAL ASSOCIATION	11/15/06	11/15/13
1	Bond Lost Instrument	6423309	90,951.21	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6423310	73,696.65	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6423311	133,808.03	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6423312	44,269.40	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6423313	54,480.78	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6423314	69,960.03	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6423315	73,478.69	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6423316	139,924.66	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6423317	32,595.95	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6423318	126,507.52	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6423319	41,268.44	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6423320	73,832.73	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6423321	70,249.45	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond	6423322	118,408.53	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Lost	6423323	138,667.83	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
	Instrument						
	Bond						
	Lost						
1	Instrument						
	Bond	6423324	34,717.60	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
	Lost						
1	Instrument						
	Bond	6423325	164,891.24	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
	Lost						
1	Instrument						
	Bond	6423326	37,204.57	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
	Lost						
1	Instrument						
	Bond	6423327	54,760.67	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
	Lost						
1	Instrument						
	Bond	6423328	174,780.30	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
	Lost						
1	Instrument						
	Bond	6423329	114,427.96	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
	Lost						
1	Instrument						
	Bond	6423330	87,951.72	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
	Lost						
1	Instrument						
	Bond	6423331	62,832.66	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/1/07	2/1/14
	Lost						
1	Instrument						
	Bond	6423332	62,799.38	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/1/07	2/1/14
	Lost						
1	Instrument						
	Bond	6423333	223,546.72	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/1/07	2/1/14
	Lost						
1	Instrument						
	Bond	6423334	71,252.79	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/1/07	2/1/14
	Lost						
1	Instrument						
	Bond	6423342	127,296.15	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/15/07	2/15/14
	Lost						
1	Instrument						
	Bond	6423345	32,804.08	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/21/07	2/21/14
	Lost						
1	Instrument						
	Bond	6423346	37,502.60	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/21/07	2/21/14
	Lost						
1	Instrument						
	Bond	6423347	75,628.28	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/21/07	2/21/14
	Lost						
1	Instrument						
	Bond	6423348	22,088.18	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/21/07	2/21/14
	Lost						
1	Instrument						
	Bond	6423349	29,527.92	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/21/07	2/21/14
	Lost						
1	Instrument						
	Bond	6423350	33,415.43	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/21/07	2/21/14
	Lost						
1	Instrument						
	Bond	6423351	33,922.89	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/21/07	2/21/14
	Lost						
1	Instrument						
	Bond	6423352	32,440.82	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/21/07	2/21/14
	Lost						
1	Instrument						
	Bond	6423353	98,427.59	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/21/07	2/21/14
	Lost						
1	Instrument						
	Bond	6423354	45,714.91	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/21/07	2/21/14
	Lost						
1	Instrument						
	Bond	6423355	50,203.11	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/27/07	2/27/14
	Lost						
1	Instrument						
	Bond	6423357	42,872.73	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	4/2/07	4/2/14
	Lost						
1	Instrument						
	Bond	6423359	61,036.86	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/6/07	7/6/14

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6423360	121,433.13	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/6/07	7/6/14
1	Lost Instrument Bond	6423361	89,998.55	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/6/07	7/6/14
1	Lost Instrument Bond	6423362	121,144.54	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/6/07	7/6/14
1	Lost Instrument Bond	6423363	235,413.32	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/6/07	7/6/14
1	Lost Instrument Bond	6423364	54,946.66	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/6/07	7/6/14
1	Lost Instrument Bond	6423365	79,940.17	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/6/07	7/6/14
1	Lost Instrument Bond	6423366	40,941.65	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/6/07	7/6/14
1	Lost Instrument Bond	6423367	39,480.10	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/6/07	7/6/14
1	Lost Instrument Bond	6423368	51,717.74	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/6/07	7/6/14
1	Lost Instrument Bond	6423372	126,223.75	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/15/07	8/15/14
1	Lost Instrument Bond	6423373	93,748.48	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/15/07	8/15/14
1	Lost Instrument Bond	6423374	159,187.46	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/15/07	8/15/14
1	Lost Instrument Bond	6423375	115,424.81	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/15/07	8/15/14
1	Lost Instrument Bond	6423376	79,828.98	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/18/07	9/18/14
1	Lost Instrument Bond	6423378	77,239.44	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/25/07	9/25/14
1	Lost Instrument Bond	6423379	110,802.32	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	10/19/07	10/19/14
1	Lost Instrument Bond	6457950	50,980.05	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Lost Instrument Bond	6457951	73,492.83	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Lost Instrument Bond	6457952	172,196.65	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Lost Instrument Bond	6457953	55,231.95	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Lost Instrument Bond	6457954	8,394.16	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Lost Instrument Bond	6457955	78,091.44	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Lost Instrument Bond	6457956	47,453.95	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Lost Instrument Bond	6457957	56,679.07	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Lost Instrument Bond	6457958	48,535.26	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Instrument	6457959	122,162.01	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6457960	71,877.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457961	72,180.85	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457962	142,169.21	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457963	7,402.34	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457964	7,582.31	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457965	41,268.44	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457966	64,181.84	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457967	61,340.35	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457968	84,512.53	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457969	29,348.21	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457970	53,464.79	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457971	126,128.99	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457972	149,045.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457973	100,504.39	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457974	54,526.97	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457975	23,161.72	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457976	52,701.34	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457977	85,204.09	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457978	69,821.73	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457979	149,260.45	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457980	103,347.73	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457981	78,693.38	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457982	75,062.34	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457983	97,754.87	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond	6457984	52,600.66	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Lost	6457985	4,149.85	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
	Instrument						
	Bond						
	Lost						
1	Instrument						
	Bond	6457986	98,898.14	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
	Lost						
1	Instrument						
	Bond	6457987	60,811.23	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
	Lost						
1	Instrument						
	Bond	6457988	30,348.10	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
	Lost						
1	Instrument						
	Bond	6457989	105,858.13	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
	Lost						
1	Instrument						
	Bond	6457990	125,182.61	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
	Lost						
1	Instrument						
	Bond	6457991	80,229.79	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
	Lost						
1	Instrument						
	Bond	6457992	44,529.24	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
	Lost						
1	Instrument						
	Bond	6457993	82,962.04	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
	Lost						
1	Instrument						
	Bond	6457994	81,935.02	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
	Lost						
1	Instrument						
	Bond	6457995	43,187.33	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
	Lost						
1	Instrument						
	Bond	6457996	71,662.80	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
	Lost						
1	Instrument						
	Bond	6457997	38,798.12	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
	Lost						
1	Instrument						
	Bond	6457998	66,872.80	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
	Lost						
1	Instrument						
	Bond	6457999	150,488.09	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
	Lost						
1	Instrument						
	Bond	6458000	53,075.62	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
	Lost						
1	Instrument						
	Bond	6458001	75,939.82	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
	Lost						
1	Instrument						
	Bond	6458002	123,137.86	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
	Lost						
1	Instrument						
	Bond	6458003	78,899.25	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
	Lost						
1	Instrument						
	Bond	6458004	72,104.70	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
	Lost						
1	Instrument						
	Bond	6458005	113,508.82	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
	Lost						
1	Instrument						
	Bond	6458006	22,998.67	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
	Lost						
1	Instrument						
	Bond	6458007	64,849.79	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
	Lost						
1	Instrument						
	Bond	6458008	57,465.32	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
	Lost						
1	Instrument						
	Bond	6458009	73,254.19	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
	Lost						
1	Instrument						
	Bond	6458010	55,870.65	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6458011	82,378.21	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Lost Instrument Bond	6458012	116,205.22	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Lost Instrument Bond	6458013	96,735.87	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Lost Instrument Bond	6458014	92,794.13	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Lost Instrument Bond	6458015	143,916.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Lost Instrument Bond	6458016	121,315.02	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Lost Instrument Bond	6458017	65,420.14	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Lost Instrument Bond	6458018	61,161.72	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Lost Instrument Bond	6458019	64,574.09	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Lost Instrument Bond	6458020	113,587.58	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Lost Instrument Bond	6458021	31,434.73	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Lost Instrument Bond	6458022	69,364.68	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Lost Instrument Bond	6458023	87,785.80	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Lost Instrument Bond	6458024	100,364.80	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Lost Instrument Bond	6458025	72,444.06	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Lost Instrument Bond	6458026	94,999.44	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Lost Instrument Bond	6458027	89,386.66	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Lost Instrument Bond	6458028	68,508.94	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Lost Instrument Bond	6458029	51,387.53	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Lost Instrument Bond	6458030	90,458.11	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Lost Instrument Bond	6458031	53,293.55	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Lost Instrument Bond	6458032	89,729.73	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Lost Instrument Bond	6458033	37,257.33	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Lost Instrument Bond	6458034	46,628.40	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Lost Instrument Bond	6458035	74,141.81	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Instrument	6458036	62,559.89	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13



Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6458037	93,766.85	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6458038	61,400.49	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6458039	83,686.15	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6458040	138,617.65	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6458041	105,075.85	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6458042	174,592.35	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6458043	161,445.22	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458044	116,626.89	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458045	93,579.40	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6458046	172,921.46	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6458047	87,785.80	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6458048	207,431.79	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6458049	74,908.28	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6458627	210,499.80	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458628	93,354.38	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458629	31,736.40	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458630	122,563.44	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458631	66,825.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458632	46,252.37	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458633	242,727.41	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458634	96,492.55	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458635	144,950.27	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458636	97,037.48	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458637	108,930.39	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond	6458638	169,991.38	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost	6458639	86,359.50	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
	Instrument						
	Bond						
	Lost						
1	Instrument						
	Bond	6458640	113,120.21	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458641	147,602.46	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458642	115,355.21	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458643	159,748.04	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458644	91,842.21	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458645	99,890.41	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458646	81,846.79	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458647	42,964.15	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458648	66,431.81	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458649	93,571.41	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458650	54,666.73	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458651	133,762.36	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458652	18,351.92	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458653	186,355.47	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458654	65,526.21	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458655	106,184.51	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458656	69,073.66	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458657	99,651.16	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458658	93,446.20	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458659	41,420.89	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458660	62,347.63	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458661	36,587.43	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458662	26,088.83	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458663	110,044.08	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458664	120,509.93	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6458665	109,279.68	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost Instrument Bond	6458666	59,222.17	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost Instrument Bond	6458667	31,598.77	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost Instrument Bond	6458668	90,709.51	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost Instrument Bond	6458669	95,328.57	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost Instrument Bond	6458670	60,002.42	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost Instrument Bond	6458671	5,122.96	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost Instrument Bond	6458672	40,889.39	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost Instrument Bond	6458673	44,933.52	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost Instrument Bond	6458674	24,956.26	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost Instrument Bond	6458675	37,035.06	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost Instrument Bond	6458676	7,258.86	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost Instrument Bond	6458677	57,299.61	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost Instrument Bond	6458678	92,714.42	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost Instrument Bond	6458679	55,211.20	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost Instrument Bond	6458680	99,526.04	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost Instrument Bond	6458681	70,520.77	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost Instrument Bond	6458682	58,035.15	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost Instrument Bond	6458683	72,819.23	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost Instrument Bond	6458684	93,807.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost Instrument Bond	6458685	85,186.44	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost Instrument Bond	6458686	89,370.66	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost Instrument Bond	6458687	55,617.59	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost Instrument Bond	6458688	45,615.95	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost Instrument Bond	6458689	63,087.26	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument	6458690	75,166.72	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6458691	81,778.90	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458692	70,580.06	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458693	35,497.64	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458694	67,436.28	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458695	67,580.41	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458696	36,459.70	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458697	105,950.26	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458698	51,136.69	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458699	65,555.13	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458700	31,644.34	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458701	54,032.92	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458702	69,589.69	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458703	60,182.24	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458704	37,368.57	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458705	137,248.21	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458706	97,313.97	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458707	18,974.90	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458708	68,165.29	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458709	86,196.57	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458710	98,792.54	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458711	40,728.05	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458712	120,151.26	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458713	56,597.40	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458714	64,699.51	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond	6458715	49,102.93	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost	6458716	72,638.65	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
	Instrument						
	Bond						
	Lost						
1	Instrument						
	Bond	6458717	173,808.30	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458718	156,993.99	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458719	89,724.18	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458720	70,689.27	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458721	89,703.97	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458722	59,806.30	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458723	38,834.84	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458724	45,471.07	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458725	95,047.25	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458726	109,489.34	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458727	82,700.76	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458728	79,573.71	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458729	174,743.26	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458730	106,584.17	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458731	99,902.10	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458732	92,983.18	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458733	32,145.41	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458734	85,396.36	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458735	63,869.94	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458736	62,088.84	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458737	77,346.53	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458738	78,805.96	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458739	80,679.39	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458740	126,499.12	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
	Lost						
1	Instrument						
	Bond	6458741	151,331.09	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6458742	85,119.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost Instrument Bond	6458743	99,039.26	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost Instrument Bond	6458744	76,353.64	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost Instrument Bond	6458745	238,434.56	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost Instrument Bond	6458746	116,559.94	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost Instrument Bond	6458747	50,281.42	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost Instrument Bond	6458748	84,235.25	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost Instrument Bond	6458749	37,692.43	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost Instrument Bond	6458750	23,483.53	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost Instrument Bond	6458751	188,294.26	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost Instrument Bond	6458752	92,842.21	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost Instrument Bond	6458753	55,234.87	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost Instrument Bond	6458754	44,987.93	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost Instrument Bond	6458755	81,269.08	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost Instrument Bond	6458756	206,417.95	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost Instrument Bond	6458757	76,297.27	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost Instrument Bond	6458758	53,980.42	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Lost Instrument Bond	6458759	60,811.23	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Lost Instrument Bond	6458760	100,325.44	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Lost Instrument Bond	6458761	103,071.79	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Lost Instrument Bond	6458762	45,951.38	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Lost Instrument Bond	6458763	90,067.43	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Lost Instrument Bond	6458764	65,197.50	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Lost Instrument Bond	6458765	1,287.87	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Lost Instrument Bond	6458766	66,034.39	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Instrument	6458767	78,693.38	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6458768	34,598.30	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6458769	36,950.10	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6458770	8,433.45	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6458771	33,937.24	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6458772	23,655.35	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6458773	53,677.03	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6458774	35,253.34	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6458775	40,072.56	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6458776	25,170.88	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6525101	109,218.89	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	10/19/07	10/19/14
1	Bond Lost Instrument	6525115	156,099.08	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	4/29/08	4/29/15
1	Bond Lost Instrument	6525130	56,652.33	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/28/08	8/28/15
1	Bond Lost Instrument	6525131	39,554.32	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/28/08	8/28/15
1	Bond Lost Instrument	6525132	57,374.46	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/28/08	8/28/15
1	Bond Lost Instrument	6525133	71,671.36	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/28/08	8/28/15
1	Bond Lost Instrument	6533920	54,271.42	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Bond Lost Instrument	6533921	62,042.28	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Bond Lost Instrument	6533922	75,489.23	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Bond Lost Instrument	6533923	81,696.33	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Bond Lost Instrument	6533924	30,257.35	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Bond Lost Instrument	6533925	162,608.72	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Bond Lost Instrument	6533926	47,010.51	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Bond Lost Instrument	6533927	110,971.09	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Bond Lost Instrument	6533928	88,937.65	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Bond	6533929	108,144.21	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Lost	6533930	45,074.87	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
	Instrument						
	Bond						
	Lost						
1	Instrument						
	Bond	6533931	121,168.08	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
	Lost						
1	Instrument						
	Bond	6533932	60,897.91	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
	Lost						
1	Instrument						
	Bond	6533933	75,246.13	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
	Lost						
1	Instrument						
	Bond	6533934	63,183.02	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
	Lost						
1	Instrument						
	Bond	6533935	41,718.29	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
	Lost						
1	Instrument						
	Bond	6533936	90,670.17	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
	Lost						
1	Instrument						
	Bond	6533937	51,413.71	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
	Lost						
1	Instrument						
	Bond	6533938	105,051.87	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
	Lost						
1	Instrument						
	Bond	6533939	87,330.48	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
	Lost						
1	Instrument						
	Bond	6533940	138,628.14	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
	Lost						
1	Instrument						
	Bond	6533941	96,284.31	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
	Lost						
1	Instrument						
	Bond	6533942	88,656.57	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
	Lost						
1	Instrument						
	Bond	6533943	53,353.92	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
	Lost						
1	Instrument						
	Bond	6533944	131,566.98	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
	Lost						
1	Instrument						
	Bond	6533945	143,126.31	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
	Lost						
1	Instrument						
	Bond	6533946	220,133.92	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
	Lost						
1	Instrument						
	Bond	6533947	77,266.99	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
	Lost						
1	Instrument						
	Bond	6533948	101,343.08	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
	Lost						
1	Instrument						
	Bond	6533949	92,320.07	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
	Lost						
1	Instrument						
	Bond	6533950	48,103.64	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
	Lost						
1	Instrument						
	Bond	6533951	27,076.07	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
	Lost						
1	Instrument						
	Bond	6533952	41,776.26	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
	Lost						
1	Instrument						
	Bond	6533953	24,646.44	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
	Lost						
1	Instrument						
	Bond	6533954	71,211.62	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
	Lost						
1	Instrument						
	Bond	6533955	10,378.55	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14



Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6533956	25,153.25	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Lost Instrument Bond	6533957	54,701.10	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Lost Instrument Bond	6533958	87,794.01	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Lost Instrument Bond	6533959	127,554.09	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Lost Instrument Bond	6533960	99,967.12	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Lost Instrument Bond	6533961	44,814.64	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Lost Instrument Bond	6533962	111,308.33	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Lost Instrument Bond	6533963	65,208.34	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Lost Instrument Bond	6533964	45,974.75	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Lost Instrument Bond	6533965	66,535.25	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Lost Instrument Bond	6533966	181,641.27	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Lost Instrument Bond	6533967	91,700.28	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Lost Instrument Bond	6533968	108,584.08	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Lost Instrument Bond	6533969	166,448.31	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/5/07	11/5/14
1	Lost Instrument Bond	6593834	75,561.64	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/7/08	8/7/15
1	Lost Instrument Bond	6593835	47,516.97	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593836	77,795.02	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593837	76,790.31	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593838	110,756.93	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593839	37,204.77	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593840	35,273.02	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593841	84,708.82	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593842	73,881.22	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593843	41,114.15	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593844	130,514.69	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Lost	6593845	84,070.81	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6593846	106,114.37	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593847	92,128.29	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593848	143,840.98	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593849	187,708.13	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593850	102,807.94	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593851	78,016.93	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593852	161,678.84	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593853	82,110.74	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593854	105,616.46	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593855	108,869.14	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593856	56,832.47	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593857	102,749.34	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593858	159,314.50	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593859	84,162.90	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593860	84,810.13	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593861	153,496.48	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593862	105,391.19	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593863	141,895.94	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593864	89,866.95	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593865	63,123.79	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593866	158,683.88	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593867	57,127.04	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593868	76,402.35	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593869	84,504.85	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond	6593870	113,711.96	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost	6593871	135,377.98	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
	Instrument						
	Bond						
	Lost						
1	Instrument						
	Bond	6593872	99,591.56	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593873	57,873.30	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593874	80,812.76	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593877	164,907.28	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593878	195,997.96	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593879	68,211.57	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593880	60,505.21	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593881	126,001.45	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593882	60,127.71	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593883	53,495.60	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593884	61,081.78	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593885	119,357.10	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593886	87,608.17	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593887	94,205.37	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593889	68,751.29	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593890	71,439.25	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593891	180,753.63	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593892	143,729.61	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593893	125,077.59	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593895	96,104.85	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593896	161,800.81	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593897	68,894.49	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593898	94,991.14	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593900	110,096.15	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593901	208,877.31	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6593902	38,776.65	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593903	112,245.66	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593904	103,536.58	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593905	140,887.35	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593907	226,417.38	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593908	63,418.68	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593909	140,780.51	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593910	42,275.87	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593911	167,195.62	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593912	36,997.82	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593913	50,814.88	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593915	75,008.16	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593916	201,631.84	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593917	132,113.84	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593918	3,892.34	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593919	24,541.20	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593920	37,041.69	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593921	20,397.61	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593922	19,371.69	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593923	20,921.34	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593924	49,729.16	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593925	34,322.01	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593926	21,435.20	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593927	66,850.04	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593928	38,948.71	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument	6593929	29,523.74	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6593930	10,004.98	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593931	40,555.23	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593932	53,558.22	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593933	23,606.35	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593934	168,959.73	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593935	28,182.45	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593936	35,821.29	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593937	52,137.72	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593938	45,442.24	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593939	256.13	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593940	3,581.17	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593941	34,141.64	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593942	48,997.64	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593943	51,425.27	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593944	62,156.46	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593945	52,318.67	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593946	19,759.65	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593947	48,060.54	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593948	49,896.93	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593949	64,120.74	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593950	48,840.63	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593951	10,253.58	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593952	32,997.24	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6593953	66,016.92	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond	6593954	25,824.17	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost	6593955	16,100.74	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
	Instrument						
	Bond						
	Lost						
1	Instrument						
	Bond	6593956	80,063.29	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593957	47,168.55	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593958	60,204.16	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593959	8,706.81	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593960	33,388.26	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593961	82,756.70	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593962	49,178.30	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593963	259,339.43	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593964	313,881.20	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593965	277,048.55	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593966	101,504.53	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593967	42,383.40	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593968	58,138.25	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593969	53,307.53	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593970	69,642.00	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593971	91,489.20	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593972	50,830.23	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593973	118,523.17	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593974	20,874.77	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593975	16,093.79	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593976	82,968.29	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593977	55,732.39	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593979	129,999.15	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593980	69,726.44	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6593981	86,176.41	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6593982	39,344.45	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593983	127,811.40	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593984	41,517.73	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593985	49,080.62	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593986	101,857.37	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593987	80,406.25	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593989	105,873.86	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593990	64,664.65	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593991	53,036.05	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593992	90,870.01	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593993	74,504.14	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593994	50,856.14	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593995	81,343.69	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593996	74,566.42	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593997	44,875.66	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6593999	65,160.70	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594000	56,401.70	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594001	60,989.07	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594002	55,134.52	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594003	74,159.48	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594004	5,920.79	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594005	81,654.16	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594006	69,037.28	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594007	138,646.52	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594008	43,133.05	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument	6594009	61,331.79	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6594010	74,994.92	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594011	109,986.58	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594012	36,387.07	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594013	40,454.01	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594014	185,650.23	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594015	168,705.31	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594016	66,583.15	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594017	89,456.17	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594018	266,165.09	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594019	117,472.89	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594020	142,214.66	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594021	33,382.90	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594022	206,577.28	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594023	124,844.68	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594024	99,395.63	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594025	136,450.76	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594026	84,233.76	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594027	29,996.48	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594028	76,527.78	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594029	136,182.89	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594030	98,404.32	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594031	93,136.99	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594032	42,575.07	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594033	138,455.16	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond	6594034	103,354.49	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost	6594035	112,926.82	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15



Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
	Instrument						
	Bond						
	Lost						
1	Instrument						
	Bond	6594036	130,159.42	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594037	130,067.10	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594038	107,164.61	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594039	112,029.80	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594040	98,524.77	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594041	248,169.13	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594042	43,255.22	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594043	229,341.85	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594044	78,757.95	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594045	97,777.64	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594046	45,534.71	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594047	122,030.98	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594048	192,260.09	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594049	142,502.44	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594050	171,001.97	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594051	18,831.95	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594052	25,180.38	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594053	65,556.44	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594054	6,787.63	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594055	41,464.61	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594056	35,763.94	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594057	46,577.24	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594058	45,091.62	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594059	44,891.30	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594060	23,987.08	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6594061	67,534.51	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594062	33,417.82	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594063	31,307.73	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594064	52,691.01	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594065	66,548.17	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594066	32,325.32	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594067	42,969.25	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594068	28,487.34	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594069	28,521.39	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594070	132,881.72	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594071	105,586.10	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594072	42,567.24	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594073	59,606.42	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594074	39,329.54	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594075	38,247.21	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594076	101,579.10	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594077	115,412.80	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594078	43,924.55	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594079	34,586.64	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594080	13,779.79	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594081	41,740.68	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594082	47,214.28	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594083	30,019.40	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594084	32,014.52	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594085	68,979.30	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument	6594086	55,329.75	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6594087	44,895.65	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594088	48,959.80	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594089	26,415.80	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594090	9,912.65	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594091	38,822.76	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594092	41,703.88	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594093	72,516.09	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594094	46,985.80	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594095	57,514.11	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594096	35,812.79	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594097	113,718.67	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594098	16,733.44	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594099	49,210.80	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594100	64,419.99	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594101	58,138.46	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594102	37,979.49	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594103	112,052.33	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594104	1,863.68	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594105	53,152.10	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594106	41,454.10	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594107	77,614.09	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594108	55,181.53	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594109	12,924.07	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594110	1,542.53	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond	6594111	15,251.76	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost	6594112	26,685.60	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
	Instrument						
	Bond						
	Lost						
1	Instrument						
	Bond	6594113	4,511.12	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594114	13,820.40	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594115	20,573.90	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594116	118,454.36	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594117	1,416.50	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594118	30,634.90	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594119	39,269.37	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594120	54,461.09	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594121	41,030.99	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594122	28,784.34	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594123	21,926.59	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594124	45,175.54	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594125	14,479.90	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594126	46,767.12	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594127	46,715.73	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594128	21,338.71	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594129	55,045.49	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594130	31,636.69	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594131	36,561.42	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594132	32,725.50	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594133	27,512.05	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594134	3,185.17	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594135	2,031.36	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594136	36,149.41	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594137	19,558.71	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6594138	75,024.06	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594139	32,627.93	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594140	77,376.14	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594141	72,568.26	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594142	114,514.71	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594143	71,349.11	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594144	40,947.45	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594145	33,384.64	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594146	68,083.17	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594147	16,460.99	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594148	48,636.10	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594149	81,423.15	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594150	36,810.82	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594151	48,822.73	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594152	39,475.40	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594153	45,608.70	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594154	68,110.72	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594155	32,206.12	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594156	80,993.68	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594157	47,656.15	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594158	47,529.44	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594159	40,331.63	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594160	86,537.09	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594161	38,810.07	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594162	67,125.81	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument	6594163	44,646.41	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6594164	20,738.99	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594165	23,410.84	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594166	41,101.36	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594167	43,970.35	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594168	29,289.42	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594169	59,401.80	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594170	84,469.80	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594171	62,882.82	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594172	67,904.17	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594173	41,462.54	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594174	55,144.14	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594175	70,593.75	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594176	113,882.03	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594177	93,311.77	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594178	39,035.84	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594179	46,231.65	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594180	75,261.59	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594181	76,689.81	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594182	77,558.47	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594183	93,317.13	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594184	47,109.23	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594185	88,993.80	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594186	24,516.52	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594187	56,172.68	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond	6594188	84,918.21	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost	6594189	118,051.26	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
	Instrument						
	Bond						
	Lost						
1	Instrument						
	Bond	6594190	41,380.71	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594191	50,186.26	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594192	100,661.13	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594193	95,917.28	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594194	78,012.79	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594195	55,065.58	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594196	100,541.41	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594197	56,490.01	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594198	26,780.29	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594199	49,977.42	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594200	29,488.13	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594201	85,894.18	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594202	43,424.49	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594203	108,138.04	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594204	62,966.44	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594205	70,678.16	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594206	89,408.64	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594207	104,517.11	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594208	104,073.18	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594209	102,112.61	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594210	114,869.20	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594211	77,274.75	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594212	101,483.08	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594213	26,234.72	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594214	79,800.50	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6594215	107,188.60	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594216	98,501.93	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594217	77,569.49	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594218	73,400.74	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594219	63,479.85	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594220	71,484.93	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594221	52,424.94	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594222	41,834.54	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594223	62,600.45	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594224	29,541.62	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594225	105,471.76	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594226	86,594.98	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594227	72,046.02	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594228	12,916.84	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594229	54,968.21	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594230	24,211.13	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594231	19,911.41	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594232	91,649.04	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594233	33,069.49	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594234	64,331.60	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594235	123,847.22	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594236	49,427.10	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594237	46,587.18	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594238	46,031.54	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594239	88,476.34	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument	6594240	153,807.50	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15



Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6594241	32,404.97	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594242	64,286.93	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594243	77,404.13	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594244	104,651.07	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594245	71,957.73	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594246	76,087.40	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594247	27,047.64	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594248	40,507.90	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594249	80,657.77	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594250	78,330.97	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594251	68,577.43	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594252	64,302.61	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594253	122,438.76	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594254	48,267.44	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594255	69,093.85	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594256	56,306.89	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594257	23,405.03	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594258	41,599.37	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594259	13,082.64	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594260	40,613.68	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594261	32,965.88	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594262	24,614.39	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594263	26,160.35	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond Lost Instrument	6594264	17,186.35	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Bond	6594265	47,213.93	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost	6594266	55,742.56	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
	Instrument						
	Bond						
	Lost						
1	Instrument						
	Bond	6594267	55,238.02	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594268	25,901.84	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594269	43,253.22	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594270	29,604.37	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594271	39,140.90	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594272	31,860.51	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594273	32,129.93	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594274	26,624.54	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594275	42,626.61	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594276	22,509.22	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594277	36,023.66	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594278	28,739.37	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594279	32,393.49	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594280	33,475.95	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594281	35,689.26	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594282	33,630.95	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594283	38,519.19	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594284	20,137.67	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594285	26,347.93	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594286	34,094.24	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594287	29,323.45	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594288	15,510.02	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594289	40,362.93	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594290	28,351.49	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
	Lost						
1	Instrument						
	Bond	6594291	33,987.56	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6594292	93,465.50	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594293	18,207.52	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594294	68,588.55	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594295	74,917.03	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594296	110,742.55	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594297	53,533.95	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594298	67,335.98	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594299	85,157.85	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594300	170,244.52	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594301	36,539.83	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Lost Instrument Bond	6594302	85,027.67	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
<b>3,443</b>	<b>Lost Instrument Bond Total</b>		<b>352,664,952.67</b>				
1	Notary Public Bond	6342223	10,000.00	SHUN P. KARAN	STATE OF WASHINGTON	4/14/05	4/14/09
1	Notary Public Bond	6525121	10,000.00	ENRICA HOWARD	STATE OF WASHINGTON	5/27/08	5/27/12
1	Notary Public Bond	6525122	10,000.00	JAMIE GIBSON	STATE OF WASHINGTON	8/15/08	8/15/12
<b>3</b>	<b>Notary Public Bond Total</b>		<b>30,000.00</b>				
1	Subdivision Bond	2753923	100,000.00	HOME SAVINGS AND LOAN ASSOCIATION	CITY OF SAN DIMAS	1/5/08	1/5/09
1	Subdivision Bond	2753924	2,800.00	HOME SAVINGS AND LOAN ASSOCIATION	CITY OF SAN DIMAS	1/5/08	1/5/09
1	Subdivision Bond	6193541	495,813.00	Harrod Brothers, a California General Partnership	City of Salinas	12/12/04	12/12/05
1	Subdivision Bond	6237444	2,750.00	WASHINGTON MUTUAL, INC.	CITY OF MIRAMAR	11/5/08	11/5/09
1	Subdivision Bond	6255155	11,000.00	WASHINGTON MUTUAL, INC.	CITY OF FORT PIERCE, FL	12/22/07	12/22/08
1	Subdivision Bond	6288503	10,883.00	WASHINGTON MUTUAL	CITY OF MIRAMAR	7/22/05	7/22/06
1	Subdivision Bond	6525120	212,531.00	WASHINGTON MUTUAL	TOWN OF DAVIE	5/20/08	5/20/09
<b>7</b>	<b>Subdivision Bond Total</b>		<b>835,777.00</b>				
1	Workers Compensation Bond	6525118	220,000.00	WASHINGTON MUTUAL, INC.	STATE OF CALIFORNIA.	6/17/08	6/17/09
<b>1</b>	<b>Workers Compensation Bond Total</b>		<b>220,000.00</b>				
<b>4,046</b>	<b>Grand Total</b>		<b>381,138,517.37</b>				

**EXHIBIT “E”**

**WMI ACCOUNTS AND DISPUTED ACCOUNTS**

DISPUTED ACCOUNTS

Depositor	Location	Account last 4 digits	Balance at:			
			Sept 26, 2008	Sept 30, 2008	Jan 14, 2010	
Washington Mutual, Inc.	WMBfsb	4234	3,667,943,172	3,667,943,172	3,676,168,171	
Washington Mutual, Inc.	WMB	1206	52,553,247	52,600,201	52,697,245	*
Washington Mutual, Inc.	WMB	0667	29,541,662	264,068,186	261,896,498	
Washington Mutual, Inc.	WMB	9626	4,650	4,650	4,660	**
Washington Mutual, Inc.	WMB	9663	747,799	747,799	749,392	
WMI Investment Corp	WMB	4704	52,974,375	53,145,275	53,602,475	

WMI ACCOUNTS

Ahmanson Developments, Inc.	WMB	3411	1,625,193	1,625,209	1,628,284	***
Ahmanson Developments, Inc.	WMB	8388	7,608	7,608	7,608	***

\* December 31, 2009 balance

\*\* Estimate - no statements received

\*\*\* October 23, 2009 balance - no statements rec'd since

**EXHIBIT “F”**  
**FORM OF ESCROW AGREEMENT**

## **ESCROW AGREEMENT**

This ESCROW AGREEMENT (this Escrow Agreement, including all schedules attached hereto, all of the terms and conditions which are incorporated herein by reference, in each case as amended and/or supplemented from time to time in accordance with the terms hereof, this “Refund Escrow Agreement”), dated as of [\_\_\_], 2010, is by and among Washington Mutual, Inc. (“WMI”), JPMorgan Chase Bank, N.A. (“JPMC”), Federal Deposit Insurance Corporation, in its capacity as receiver for Washington Mutual Bank (the “FDIC Receiver”), and [\_\_\_\_\_], a national banking association organized and existing under the laws of the United States of America solely in its capacity as escrow agent (the “Escrow Agent”).

WHEREAS, on September 26, 2008, WMI and WMI Investment Corp., a subsidiary of WMI (collectively, the “Debtors”), each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, as amended, with the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”);

WHEREAS, the Debtors, JPMC, the FDIC Receiver and certain other parties entered into that certain Settlement Agreement, dated as of May 21, 2010, pursuant to which the parties thereto agreed to resolve certain disputes and related matters between the parties (the “Settlement Agreement”);

WHEREAS, the Settlement Agreement provides for the establishment of the Refund Escrow Account, the JPMC Escrow Account, the FDIC Escrow Account and the Washington Mutual Escrow Account; and

WHEREAS, pursuant to Section 2.4 of the Settlement Agreement, the Debtors, JPMC and the FDIC Receiver have agreed that certain refunds of Pre-2009 Group Taxes (collectively, the “Escrow Amount”) will be deposited from time to time with the Escrow Agent, under the terms and conditions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and for other good and valuable consideration, the parties hereto, intending to be legally bound hereby, agree as follows:

### **I. Designation of Escrow Agent; Definitions.**

Subject to the terms and conditions hereof, WMI, JPMC and the FDIC Receiver hereby appoint [\_\_\_\_\_] as escrow agent to hold, administer and deliver the Escrow Amount solely in accordance with Section 2.4 of the Settlement Agreement and the terms and conditions set forth hereunder, and [\_\_\_\_\_] hereby accepts such appointment and agrees to hold, administer and deliver the Escrow Amount solely in accordance with the terms and conditions set forth hereunder.

All capitalized terms used, but not otherwise defined, herein shall have the respective meanings assigned to them in the Settlement Agreement. Any amendments to

such capitalized terms in the Settlement Agreement after the date hereof shall not be incorporated herein by reference unless consented to in writing by the Escrow Agent.

## **II. Deposit and Investment of Escrow Amount.**

(a) The Escrow Amount shall be deposited via check or wire transfer of immediately available funds into the following account (the “Refund Escrow Account”) established with the Escrow Agent:

[\_\_\_\_\_]
ABA No.: [ ]
Account Credit: [ ]
Account Name: [ ]
Further Credit Name: [ ]
Further Credit Account No.: [ ]
Attn.: [\_\_\_\_\_]

The Escrow Agent shall have no duty to solicit the delivery of any property into the Refund Escrow Account.

(b) The Escrow Agent shall hold the Escrow Amount in the Refund Escrow Account, together with all investments thereof and all interest accumulated thereon and proceeds therefrom, in each case to the extent applicable, in escrow upon the terms and conditions set forth in this Refund Escrow Agreement and shall not disburse funds from the Refund Escrow Account except as provided herein.

(c) The Escrow Amount shall be invested and reinvested in [\_\_\_\_\_]. The Escrow Agent shall not be accountable or liable for any losses resulting from the sale or depreciation in the market value of such investments thereof. Requests or instructions received after 3:00 p.m., New York City time, by the Escrow Agent to liquidate the Escrow Amount will be treated as if received on the following Business Day.

## **III. Conditions to Disbursement of Refund Escrow Account.**

(a) As and to the extent provided herein and in Section 2.4 of the Settlement Agreement, the Escrow Agent shall release to WMI, JPMC, the FDIC Receiver, the Washington Mutual Escrow Account, the JPMC Escrow Account and/or the FDIC Escrow Account, as the case may be, all or any portion of the Escrow Amount, together with any interest and income relating thereto (collectively the “Escrow Funds”), by wire transfer of immediately available funds:

(i) in the case of Section 2.4(b)(ii)(A) (as relates to the interest component of any refunds received), within fifteen (15) Business Days (but no sooner than ten (10) Business Days) after the receipt by the Escrow Agent from WMI in writing of the portion of the interest component of any refunds received



and the appropriate allocation of such interest amount under Section 2.4(b)(ii)(A), together with proof of notice hereunder having been provided to JPMC and the FDIC Receiver of such amount; provided, however, that if JPMC or the FDIC Receiver provides the Escrow Agent with an alternative computation and/or allocation prior to the end of the initial ten (10) Business Day period, the Escrow Agent shall distribute only such amount that is not in dispute until the dispute is resolved in accordance with the Tax Dispute Resolution Procedure in the Settlement Agreement;

(ii) in the case of Section 2.4(b)(ii)(B) (as relates to earnings on Escrow Funds), within the week prior to March 1, June 1, September 1, and December 1 of each year, but no sooner than five (5) Business Days after receipt by the Escrow Agent from JPMC in writing of the appropriate allocation of the earnings under Section 2.4(b)(ii)(B), together with proof of notice hereunder having been provided to WMI and the FDIC Receiver of such allocation; provided, however, that if WMI or the FDIC Receiver provides the Escrow Agent with an alternative allocation prior to the end of the initial five (5) Business Day period, the Escrow Agent shall distribute only such amount that is not in dispute until the dispute is resolved in accordance with the Tax Dispute Resolution Procedure in the Settlement Agreement; and

(iii) in all other cases, within two (2) Business Days after the receipt by the Escrow Agent of a joint written notice signed by an authorized officer of each of WMI, JPMC and the FDIC Receiver stating the specific amount of Escrow Funds to be released and the account details to which such amount is to be distributed.

WMI, JPMC and the FDIC Receiver hereby agree to timely provide the Escrow Agent with the information described in this Section III(a), and the parties hereto (including the Escrow Agent) agree to cooperate with each other with respect to the sharing of any information reasonably necessary to facilitate the initial determination or the review of such determination. In furtherance of the foregoing, the Escrow Agent shall at least monthly notify the parties of its receipt of any refunds (including the amount received and, if known, the remitting taxing authority). Pending resolution of any dispute referenced in clause (i) or (ii), the parties agree to report the underlying income for Tax purposes according to the initial computation and/or allocation.

(b) The Escrow Agent shall otherwise release the Escrow Funds as and to the extent required by an order of the Bankruptcy Court, which order has become final and nonappealable.

(c) In the event of the termination of the Settlement Agreement pursuant to its terms, the Escrow Agent shall not release the Escrow Funds unless and until receipt of joint written instructions on behalf of WMI, JPMC and the FDIC Receiver, or as required by a final and nonappealable order of the Bankruptcy Court.

#### **IV. Fees and Expenses of Escrow Agent.**

The Escrow Agent shall be entitled to reasonable compensation for its services as Escrow Agent hereunder, as listed on Schedule A annexed hereto, and to reimbursement for all reasonable expenses of or reasonable disbursements incurred by the Escrow Agent in the performance of its duties hereunder, including the reasonable fees, expenses and disbursements of counsel to the Escrow Agent. All such amounts shall be promptly authorized for payment by WMI, JPMC and the FDIC Receiver upon the receipt of a reasonably detailed written invoice from the Escrow Agent. Any such fees and expenses of the Escrow Agent shall be payable out of the Escrow Funds, the funds of the Washington Mutual Escrow Account, the JPMC Escrow Account, the FDIC Escrow Account, and/or by WMI, JPMC and the FDIC Receiver in the same manner, and to the same extent, as if such fees and expenses were Pre-2009 Group Taxes determined to be payable under Section 2.4(g) of the Settlement Agreement.

#### **V. Rights, Duties and Immunities of Escrow Agent.**

The acceptance by the Escrow Agent of its duties under this Refund Escrow Agreement is subject to the following terms and conditions, which all parties to this Refund Escrow Agreement hereby agree shall govern and control the rights, duties and immunities of the Escrow Agent:

(a) The duties and obligations of the Escrow Agent shall be determined solely by reference to the express provisions of this Refund Escrow Agreement and Section 2.4 of the Settlement Agreement and the Escrow Agent shall not be liable, except for the performance of such duties and obligations as are specifically set forth herein. The Escrow Agent shall not be required to inquire as to the performance or observation of any obligation, term or condition under any agreement or arrangement by WMI, JPMC and the FDIC Receiver other than Section 2.4 of the Settlement Agreement. The Escrow Agent is not a party to, and is not bound by, any agreement or other document out of which this Refund Escrow Agreement may arise (except to the extent expressly incorporated herein). The Escrow Agent shall be under no liability to any party hereto by reason of any failure on the part of any other party hereto or any maker, guarantor, endorser or other signatory of any document or any other person to perform such person's obligations under any such document. This Refund Escrow Agreement shall not be deemed to create a fiduciary relationship between the parties hereto under state or federal law.

(b) The Escrow Agent shall not be responsible in any manner for the validity or sufficiency of this Refund Escrow Agreement or of any property delivered hereunder, or for the value or collectability of any note, check or other instrument, if any, so delivered, or for any representations made or obligations assumed by any party other than the Escrow Agent. Nothing herein contained shall be deemed to obligate the Escrow Agent to deliver any cash, instruments, documents or any other property referred to herein, unless the same shall have first been received by the Escrow Agent pursuant to this Refund Escrow Agreement.

(c) Each of WMI, JPMC and the FDIC Receiver, jointly and severally, agrees to reimburse the Escrow Agent on demand for, and to indemnify and hold the Escrow Agent harmless against and with respect to, any and all loss, liability, damage or expense (including, but without limitation, attorneys' fees, costs and disbursements) that the Escrow Agent may suffer or incur in connection with this Refund Escrow Agreement and its performance hereunder or in connection herewith, except to the extent such loss, liability, damage or expense arises from its willful misconduct or gross negligence as adjudicated by a court of competent jurisdiction. The Escrow Agent shall have the further right at any time and from time to time to charge, and reimburse itself from, the property held in escrow hereunder.

(d) The Escrow Agent shall be fully protected in acting on and relying upon any written notice, direction, request, waiver, consent, receipt, signature or other paper or document which the Escrow Agent in good faith believes to have been signed and presented by the proper party or parties.

(e) The Escrow Agent shall not be liable for any error of judgment, or for any act done or step taken or omitted by it in good faith or for any mistake in act or law, or for anything which it may do or refrain from doing in connection herewith, except its own gross negligence or willful misconduct.

(f) The Escrow Agent may seek the advice of legal counsel in the event of any dispute or question as to the construction of any of the provisions of this Refund Escrow Agreement or its duties hereunder, and it shall incur no liability and shall be fully protected in respect of any action taken, omitted or suffered by it in good faith in accordance with the written advice or opinion of such counsel.

(g) The parties hereto agree that should any dispute arise with respect to the payment, ownership or right of possession of the Refund Escrow Account, the Escrow Agent is authorized and directed to retain in its possession, without liability to anyone, except for its willful misconduct or gross negligence, all or any part of the Refund Escrow Account until such dispute shall have been settled either by mutual agreement by the parties concerned or by the final order of the Bankruptcy Court and a notice executed by the parties to the dispute or their authorized representatives shall have been delivered to the Escrow Agent setting forth the resolution of the dispute, which notice WMI, JPMC and the FDIC Receiver hereby agree to so execute and deliver to the Escrow Agent in the event that such a final order is obtained from or issued by the Bankruptcy Court. The Escrow Agent shall be under no duty whatsoever to institute, defend or partake in such proceedings. The Escrow Agent shall have the option, after 30 calendar days' notice to the other parties of its intention to do so, to file an action in interpleader requiring the parties to answer and litigate any claims and rights among themselves. The rights of the Escrow Agent under this paragraph are cumulative of all other rights which it may have by law or otherwise.

(h) The Escrow Agent shall provide a monthly account statement to each party to this Agreement.

(i) The agreements set forth in this Section V shall survive the resignation or removal of the Escrow Agent, the termination of this Refund Escrow Agreement and the payment of all amounts hereunder.

#### **VI. Resignation of Escrow Agent.**

(a) The Escrow Agent shall have the right to resign upon 30 days written notice to WMI, JPMC and the FDIC Receiver. In the event of such resignation, WMI, JPMC and the FDIC Receiver shall agree upon and appoint a successor escrow agent hereunder by delivering to the Escrow Agent a joint written notice of such appointment. Upon receipt of such notice, the Escrow Agent shall deliver to the designated successor escrow agent all money and other property held hereunder and shall thereupon be released and discharged from any and all further responsibilities whatsoever under this Refund Escrow Agreement; provided, however, that the Escrow Agent shall not be deprived of its compensation earned prior to such time, but shall refund a ratable portion of any compensation paid in advance.

(b) If no successor escrow agent shall have been designated by the date specified in the Escrow Agent's notice, all obligations of the Escrow Agent hereunder shall nevertheless cease and terminate. Its sole responsibility thereafter shall be to keep safely all property then held by it and to deliver the same to a person designated by the other parties hereto or in accordance with the direction of a final order of the Bankruptcy Court; provided, however, that the Escrow Agent may apply to a court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief.

#### **VII. Notices.**

All notices, communications and deliveries required or permitted by this Refund Escrow Agreement, including monthly account statements and transaction advices for the Refund Escrow Account, shall be deemed given or made (a) on the date delivered if delivered by telecopy and confirmed by receipt of electronic confirmation or other evidence of receipt, (b) upon actual receipt (as established by confirmation of receipt or otherwise) on the first Business Day after transmission electronically by e-mail, (c) on the date delivered, if delivered in person, (d) in each case, on the date delivered if it is mailed by registered or certified mail (return receipt requested) (with postage and other fees prepaid) or (e) on the day after it is delivered, prepaid, by an overnight express delivery service that confirms to the sender delivery on such day, as follows:

(1) if to WMI, at:

Washington Mutual, Inc.  
925 Fourth Avenue, Suite 2500  
Seattle, Washington 98101  
Attention: General Counsel  
Telecopy: (206) 432-8879  
Email: chad.smith@wamuinc.net

with a copy given in like manner to (which shall not constitute notice):

Alvarez & Marsal LLP  
100 Pine Street, Suite 900  
San Francisco, California 94111  
Attention: William Kosturos  
Telecopy: (415) 837-1684  
Email: [bkosturos@alvarezandmarsal.com](mailto:bkosturos@alvarezandmarsal.com)

- and -

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, New York 10153  
Attention: Brian S. Rosen, Esq.  
Telecopy: (212) 310-8007  
Email: [brian.rosen@weil.com](mailto:brian.rosen@weil.com)

(2) if to JPMC, at:

JPMorgan Chase Bank, N.A.  
270 Park Avenue, 12th Floor  
New York, New York 10017  
Attention: Donald McCree  
Telecopy: (212) 622-4827  
Email: [donald.mccree@jpmorgan.com](mailto:donald.mccree@jpmorgan.com)

- and -

JPMorgan Chase Bank, N.A.  
270 Park Avenue, 38th Floor  
New York, NY 10017  
Attention: Travis Epes, Esq.  
Telecopy: (212) 270-0058  
Email: [epes\\_travis@jpmorgan.com](mailto:epes_travis@jpmorgan.com)

- and -

JPMorgan Chase Bank, N.A.  
One Chase Manhattan Plaza, 26th Floor  
New York, New York 10081  
Attention: Lawrence N. Chanen, Esq.  
Telecopy: (212) 552-4272  
Email: [lawrence.n.chanen@chase.com](mailto:lawrence.n.chanen@chase.com)

with a copy given in like manner to (which shall not constitute notice):

Sullivan & Cromwell LLP  
1888 Century Park East  
Los Angeles, California 90067  
Attention: Hydee Feldstein, Esq.  
Attention: Robert A. Sacks, Esq.  
Telecopy: (310) 712-8800  
Email: feldsteinh@sullcrom.com  
Email: sacksr@sullcrom.com

- and -

Sullivan & Cromwell LLP  
125 Broad Street  
New York, New York 10004  
Attention: Stacey Friedman, Esq.  
Telecopy: (212) 291-9059  
Email: friedmans@sullcrom.com

(3) if to the FDIC Receiver, at:

Federal Deposit Insurance Corporation  
3501 Fairfax Drive  
Arlington, Virginia 22226  
Attention: B. Amon James, Esq.  
Attention: Kathryn Norcross, Esq.  
Telecopy: (703) 562-2475  
Email: bajames@fdic.gov  
Email: knorcross@fdic.gov

with a copy given in like manner to (which shall not constitute notice):

DLA Piper LLP  
1251 Avenue of the Americas  
New York, New York 10020  
Attention: Thomas R. Califano, Esq.  
Telecopy: (212) 884-8690  
Email: thomas.califano@dlapiper.com

(4) if to the Escrow Agent, at:

[\_\_\_\_\_]
[\_\_\_\_\_]
Attention: [\_\_\_\_\_]
Telecopy: [\_\_\_\_\_]

Facsimile: [\_\_\_\_\_]

Email: [\_\_\_\_\_]

with a copy given in a like manner to (which shall not constitute notice):

[\_\_\_\_\_]

[\_\_\_\_\_]

Attention: [\_\_\_\_\_]

Telecopy: [\_\_\_\_\_]

Facsimile: [\_\_\_\_\_]

Email: [\_\_\_\_\_]

#### **VIII. Amendment.**

This Refund Escrow Agreement may not be amended, modified, supplemented or otherwise altered except by an instrument in writing signed by the parties hereto.

#### **IX. Termination.**

The Refund Escrow Account shall be deemed dissolved and this Refund Escrow Agreement shall terminate upon the written agreement of the parties hereto, upon disbursement of all of the Escrow Funds, or upon transfer of all of the Escrow Funds then in the possession of the Escrow Agent to the Bankruptcy Court or such other party as the parties hereto may jointly agree upon in writing in accordance with the terms of this Refund Escrow Agreement.

#### **X. Governing Law; Jurisdiction.**

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK AND APPLICABLE FEDERAL LAW. WMI, JPMC, THE FDIC RECEIVER AND THE ESCROW AGENT HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREE THAT ANY LEGAL ACTION, SUIT OR PROCEEDING BETWEEN ANY OR ALL OF THE FOREGOING WITH RESPECT TO ANY MATTER UNDER OR ARISING OUT OF OR IN CONNECTION WITH THIS REFUND ESCROW AGREEMENT OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT RENDERED IN ANY SUCH ACTION, SUIT OR PROCEEDING, SHALL BE BROUGHT IN THE BANKRUPTCY COURT FOR THAT PURPOSE ONLY, AND, BY EXECUTION AND DELIVERY OF THIS REFUND ESCROW AGREEMENT, EACH HEREBY IRREVOCABLY ACCEPTS AND SUBMITS ITSELF TO THE JURISDICTION OF SUCH COURT, GENERALLY AND UNCONDITIONALLY, WITH RESPECT TO ANY SUCH ACTION, SUIT OR PROCEEDING. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE

COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH, TERMINATION OR VALIDITY OF THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

**XI. Counterparts.**

This Refund Escrow Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute and be one and the same instrument.

**XII. Entire Agreement.**

This Refund Escrow Agreement (as amended, supplemented or otherwise modified from time to time) sets forth in full the terms of agreement between the parties and is intended as the full, complete and exclusive contract governing the relationship between the parties with respect to the transactions contemplated herein, superseding all other discussion, promises, representations, warranties, agreements and understandings, whether written or oral, between the parties with respect thereto.

**XIII. Waiver.**

No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. No delay or failure of any party to require the performance of any term or obligation of this Refund Escrow Agreement or to exercise any right, power or remedy hereunder shall prevent any subsequent enforcement of such term or obligation or operate as a waiver thereof; nor shall any single waiver by any party of any breach of this Refund Escrow Agreement be deemed a waiver of any subsequent breach.

**XIV. Severability.**

Wherever possible, each provision of this Refund Escrow Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Refund Escrow Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Refund Escrow Agreement. In the event any provision of this Refund Escrow Agreement is prohibited or invalid, the Escrow Agent shall not release the Escrow Funds unless and until receipt of joint written instructions on behalf of WMI, JPMC and the FDIC Receiver, or as required by a final and nonappealable order of the Bankruptcy Court.



**XV. No Strict Construction.**

This Refund Escrow Agreement and all other agreements and documents executed and/or delivered in connection herewith have been prepared through the joint efforts of all of the parties hereto or thereto. Neither the provisions of this Refund Escrow Agreement or any such other agreements and documents nor any alleged ambiguity therein shall be interpreted or resolved against any party on the ground that such party or such party's counsel drafted this Refund Escrow Agreement or such other agreements and documents, or based on any other rule of strict construction.

**XVI. Force Majeure.**

The Escrow Agent shall not incur any liability for not performing any act or fulfilling any obligation hereunder by reason of any occurrence beyond its control (including, but not limited to, any provision of any present or future law or regulation or any act of any governmental authority, any act of God or war or terrorism, or the unavailability of the Federal Reserve Bank wire services or any electronic communication facility).

**XVII. Exclusive Benefit; Assignment.**

Except as specifically set forth in this Refund Escrow Agreement, this Refund Escrow Agreement is for the exclusive benefit of the parties hereto and their respective permitted successors hereunder, and shall not be deemed to give, either expressly or implicitly, any legal or equitable right, remedy, or claim to any other entity or person whatsoever. No party may assign any of its rights or obligations under this Refund Escrow Agreement without the prior written consent of the other parties; provided, that the Escrow Agent may resign upon the terms described herein; and provided, further, that WMI may assign its rights and obligations hereunder to a liquidating trust pursuant to the Plan.

**XVIII. JPMC Escrow Account, the FDIC Escrow Account and the Washington Mutual Escrow Account.**

WMI, JPMC and the FDIC Receiver agree that the form of escrow agreement that is to be used for each of the JPMC Escrow Account, the FDIC Escrow Account and the Washington Mutual Escrow Account shall be substantially similar to this Refund Escrow Agreement, subject to such revisions as may be mutually agreed between WMI, JPMC and the FDIC Receiver prior to the execution of the escrow agreements for each of the JPMC Escrow Account, the FDIC Escrow Account and the Washington Mutual Escrow Account (including, without limitation, authorizing the payment of the fees and expenses out of such escrow accounts or the Refund Escrow Account in the same manner, and to the same extent, as if such fees and expenses were Pre-2009 Group Taxes determined to be payable under Section 2.4(g) of the Settlement Agreement).

**XIX. Use of Name.**

No printed or other material in any language, including prospectuses, notices, reports, and promotional material which mentions [“\_\_\_\_\_”] by name or the rights, powers, or duties of the Escrow Agent under this Refund Escrow Agreement shall be issued by any other parties hereto, or on such party’s behalf, without the prior written consent of the Escrow Agent.

*[Remainder of this page intentionally left blank.]*

IN WITNESS WHEREOF, the parties have caused this Refund Escrow Agreement to be duly executed and delivered as of the date first above written.

**WASHINGTON MUTUAL, INC.,  
as Debtor in Possession**

By: \_\_\_\_\_  
Name:  
Title:

**JPMORGAN CHASE BANK, N.A.**

By: \_\_\_\_\_  
Name:  
Title:

**FEDERAL DEPOSIT INSURANCE  
CORPORATION, as Receiver for  
Washington Mutual Bank**

By: \_\_\_\_\_  
Name: Robert Schoppe  
Title: Receiver in Charge

**ESCROW AGENT**

[\_\_\_\_\_]

By: \_\_\_\_\_  
Name:  
Title:

SCHEDULE A:

**ESCROW AGENT FEE SCHEDULE**  
**Prepared for Refund Escrow Account**

*[To be completed]*

**EXHIBIT “G”**  
**PLAN CONTRIBUTION ASSETS**

## **Plan Contribution Assets**

The Plan Contribution Assets are each defined in the Agreement, and include the following:

### **To JPMC Entities:**

80% of all Net Tax Refunds, except for the Homeownership Carryback Refund Amount of which the JPMC Entities shall receive zero

Anchor Litigation

Benefit Plans

BKK-Related Policies

Bonds

Checks made out to or funds received by WMI for the benefit of the WMI Medical Plan, the JPMorgan Chase Flexible Benefits Plan for Heritage WaMu Active Employees, and/or the JPMorgan Chase Flexible Benefits Plan for Heritage WaMu Retirees

JPMC Policies

JPMC Rabbi Trusts

Lakeview Plan

WMI Medical Plan

Transferred Intellectual Property

Trust Preferred Securities

Unidentified Intellectual Property

Visa Shares

WaMu Pension Plan

WMB Intellectual Property

WMIIC's right, title and interest in and to JPMC Wind Investment Portfolio LLC

To WMI Entities:

69.643% of the Homeownership Carryback Refund Amount and 20% of all other Net Tax Refunds

American Savings Litigation

JPMC Allowed Unsecured Claim

JPMC's right, title and interest in and to H.S. Loan Corporation

Revolving Notes

Remaining Claims

Registry Funds

WMI Accounts and the Disputed Accounts

WMI Intellectual Property

WMI Policies

WMI Rabbi Trust

\$25,000,000.00 for Visa Shares

\$50,000,000.00 with respect to Vendor Claims

To FDIC Receiver:

Bank Loss claims

30.357% of the Homeownership Carryback Refund Amount

**EXHIBIT “*H*”**

**STIPULATION OF DISMISSAL OF WMI ACTION**



UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

WASHINGTON MUTUAL, INC.

and

WMI INVESTMENT CORP.,

Plaintiffs and Counterclaim  
Defendants,

Plaintiffs and Counterclaim  
Defendants

v.

FEDERAL DEPOSIT INSURANCE  
CORPORATION, in its corporate capacity,

Defendant,

and

FEDERAL DEPOSIT INSURANCE  
CORPORATION, in its capacity as receiver of  
Washington Mutual Bank,

Defendant and Counterclaim  
Plaintiff,

and

JPMORGAN CHASE BANK, N.A.,

Intervenor-Defendant.

Case No. 1:09-cv-00533 RMC

**STIPULATION AND ORDER OF DISMISSAL WITH PREJUDICE**

Pursuant to that certain Second Amended and Restated Settlement Agreement, dated as of February 7, 2011, and the Order, Pursuant to Section 105 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 2002, 6004, and 9019, Confirming Modified Sixth Amended Joint Plan of Affiliated Debtors Pursuant to

Chapter 11 of the United States Bankruptcy Code, dated April \_\_\_, 2011, plaintiffs and counterclaim defendants Washington Mutual, Inc. and WMI Investment Corp. (collectively, the “Plaintiffs”), defendant and counterclaim plaintiff Federal Deposit Insurance Corporation, in its capacity as receiver for Washington Mutual Bank (the “FDIC-Receiver”), defendant Federal Deposit Insurance Corporation in its corporate capacity (“FDIC-Corporate”), and intervenor defendant and counterclaim defendant JPMorgan Chase Bank, N.A. (“JPMC”) hereby stipulate and agree that all claims, causes of action, and objections of any sort asserted in the above-captioned litigation shall be and hereby are dismissed with prejudice to refiling the same or any part thereof. Each of the Plaintiffs, the FDIC-Receiver, FDIC-Corporate, JPMC and any of the other intervening parties shall be responsible for its own costs of court and attorneys’ fees.

Dated: New York, New York  
April \_\_\_, 2011

WEIL, GOTSHAL & MANGES LLP  
Attorneys for Plaintiffs  
1300 Eye Street  
Suite 900  
Washington, D.C. 20005  
Telephone: (202) 682-7000  
Facsimile: (202) 857-0940

-and-

767 Fifth Avenue  
New York, New York 10153  
Telephone: (212) 310-8000  
Facsimile: (212) 310-8007

By: \_\_\_\_\_  
Adam P. Storchak

DLA PIPER LLP (US)  
Attorneys for FDIC  
1251 Avenue of the Americas  
New York, New York 10020  
Telephone: (212) 335-4500  
Facsimile: (212) 335-4501

By: \_\_\_\_\_  
John J. Clarke, Jr.

SULLIVAN & CROMWELL LLP  
Attorneys for JPMorgan Chase Bank, N.A.  
125 Broad Street  
New York, New York 10004  
Telephone: (212) 558-4000  
Facsimile: (212) 558-3588

-and-

1888 Century Park East  
Los Angeles, California 90067  
Telephone: (310) 712-6600  
Facsimile: (310) 712-8800

-and-

LANDIS RATH & COBB LLP  
919 Market Street, Suite 1800  
Wilmington, DE 19899  
Telephone: (302) 467-4400  
Facsimile: (302) 467-4450

By: \_\_\_\_\_  
Robert A. Sacks

SO ORDERED this \_\_\_\_ day  
of April, 2011

\_\_\_\_\_  
HONORABLE ROSEMARY M. COLLYER  
UNITED STATES DISTRICT JUDGE

**EXHIBIT “I”**

**STIPULATION OF DISMISSAL OF JPMC ACTION**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

-----	X	
In re	:	Chapter 11
	:	
WASHINGTON MUTUAL, INC., et. al., <sup>1</sup>	:	Case No. 08-12229 (MFW)
	:	
Debtors.	:	Jointly Administered
-----	X	
	:	Adversary Proceeding No. 09-50551
JP MORGAN CHASE BANK, N.A.	:	
	:	
Plaintiff	:	
	:	
- against -	:	
	:	
WASHINGTON MUTUAL, INC. AND WMI	:	
INVESTMENT CORP.,	:	
	:	
Defendants for all claims,	:	
	:	
- and -	:	
	:	
FEDERAL DEPOSIT INSURANCE COMPANY	:	
	:	
Additional Defendant for	:	
Interpleader claim.	:	
	:	
-----	X	

**STIPULATION AND ORDER OF DISMISSAL WITH PREJUDICE**

Pursuant to that certain Second Amended and Restated Settlement Agreement, dated as of February 7, 2011, and the Order, Pursuant to Section 105 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 2002, 6004 and 9019, Confirming Modified Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated April \_\_, 2011, plaintiff JPMorgan Chase Bank, N.A. (the “*Plaintiff*”), defendants Washington Mutual, Inc. and WMI Investment

---

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

Corp. (collectively, the “Defendants”), and counterclaim defendant Federal Deposit Insurance Corporation, in its capacity as receiver for Washington Mutual Bank (“FDIC-Receiver”), hereby stipulate and agree that all claims, causes of action, and objections of any sort asserted in the above-captioned adversary proceeding shall be and hereby are dismissed with prejudice to refiling the same or any part thereof. Each of the Plaintiff, the Defendants and the FDIC-Receiver shall be responsible for its own costs of court and attorneys’ fees.

Dated: New York, New York  
April \_\_, 2011

SULLIVAN & CROMWELL LLP  
Attorneys for JPMorgan Chase Bank, N.A.  
125 Broad Street  
New York, New York 10004  
Telephone: (212) 558-4000  
Facsimile: (212) 558-3588

-and-

1888 Century Park East  
Los Angeles, California 90067  
Telephone: (310) 712-6600  
Facsimile: (310) 712-8800

-and-

LANDIS RATH & COBB LLP  
919 Market Street, Suite 1800  
Wilmington, DE 19899  
Telephone: (302) 467-4400  
Facsimile: (302) 467-4450

By: \_\_\_\_\_  
Robert A. Sacks

QUINN EMANUEL URQUHART  
OLIVER & HEDGES, LLP  
Attorneys for Defendants  
51 Madison Avenue  
New York, New York 10010  
Telephone: (212) 849-7000  
Facsimile: (212) 849-7100

-and-

ELLIOTT GREENLEAF  
1105 North Market Street  
Wilmington, Delaware 19801  
Telephone: (302) 384-9400  
Facsimile: (302) 384-9399

By:\_\_\_\_\_

YOUNG CONAWAY STARGATT  
& TAYLOR, LLP  
Attorneys for the FDIC-Receiver  
The Brandywine Building  
1000 West Street, 17th Floor  
Wilmington, Delaware 19801  
Telephone: (302) 571-6600  
Facsimile: (302) 571-1253

-and-

DLA PIPER LLP (US)  
1251 Avenue of the Americas  
New York, New York 10020  
Telephone: (212) 335-4500  
Facsimile: (212) 335-4501

By:\_\_\_\_\_

SO ORDERED this \_\_\_\_ day of  
April, 2011

\_\_\_\_\_  
HONORABLE MARY F. WALRATH  
UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT “J”**

**STIPULATION OF DISMISSAL OF TURNOVER ACTION**



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

-----X	:	
In re:	:	Chapter 11
	:	
WASHINGTON MUTUAL, INC., <i>et. al.</i> , <sup>1</sup>	:	Case No. 08-12229 (MFW)
	:	
Debtors.	:	Jointly Administered
-----X	:	
WASHINGTON MUTUAL, INC. AND	:	
WMI INVESTMENT CORP.,	:	
	:	
Plaintiffs,	:	Adv. Proc. No. 09-50934
	:	
and	:	
	:	
THE OFFICIAL COMMITTEE OF UNSECURED	:	
CREDITORS OF WASHINGTON MUTUAL, INC.	:	
AND WMI INVESTMENT CORP.,	:	
	:	
Intervenor-Plaintiff,	:	
	:	
v.	:	
	:	
JPMORGAN CHASE BANK, NATIONAL	:	
ASSOCIATION,	:	
	:	
Defendant,	:	
	:	
and	:	
	:	
FEDERAL DEPOSIT INSURANCE	:	
CORPORATION,	:	
	:	
Intervenor-Defendant,	:	
	:	
and	:	
	:	
BANK BONDHOLDERS,	:	
	:	
Intervenor-Defendant.	:	
-----X	:	

---

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

## **STIPULATION AND ORDER OF DISMISSAL WITH PREJUDICE**

Pursuant to that certain Second Amended and Restated Settlement Agreement, dated as of February 7, 2011, and the Order, Pursuant to Section 105 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 2002, 6004 and 9019, Confirming Modified Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated April \_\_, 2011, plaintiffs Washington Mutual, Inc. WMI Investment Corp. (collectively, the “***Plaintiffs***”), the Official Committee of Unsecured Creditors (the “***Committee***”), as intervenor-plaintiff, defendant JPMorgan Chase Bank, N.A. ( the “***Defendant***”), and cross-claim defendant Federal Deposit Insurance Corporation, as receiver for Washington Mutual Bank (the “***FDIC-Receiver***”), hereby stipulate and agree that all claims, causes of action, and objections of any sort asserted in the above captioned adversary proceeding shall be and hereby are dismissed with prejudice to refiling the same or any part thereof. Each of the Plaintiffs, the Committee, the Defendant and the FDIC-Receiver shall be responsible for its own costs of court and attorneys’ fees.

Dated: New York, New York  
April \_\_, 2011

SULLIVAN & CROMWELL LLP  
Attorneys for JPMorgan Chase Bank, N.A.  
125 Broad Street  
New York, New York 10004  
Telephone: (212) 558-4000  
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-and-  
1888 Century Park East  
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-and-

LANDIS RATH & COBB LLP  
919 Market Street, Suite 1800  
Wilmington, DE 19899  
Telephone: (302) 467-4400  
Facsimile: (302) 467-4450

By: \_\_\_\_\_  
Robert A. Sacks

QUINN EMANUEL URQUHART  
OLIVER & HEDGES, LLP  
Attorneys for Defendants  
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-and-

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By: \_\_\_\_\_

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-and-

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New York, New York 10020  
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Facsimile: (212) 335-4501

By: \_\_\_\_\_

**EXHIBIT “K”**

**STIPULATION OF DISMISSAL OF TEXAS LITIGATION**

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

AMERICAN NATIONAL INSURANCE  
COMPANY, *et al.*,

Plaintiffs,

v.

JPMORGAN CHASE & CO., *et al.*,

Defendants.

Civil Action No. 09-1743 (RMC)

**STIPULATION AND ORDER OF DISMISSAL WITH PREJUDICE**

Pursuant to that certain Second Amended and Restated Settlement Agreement, dated as of February 4, 2011, and the Order, Pursuant to Section 105 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 2002, 6004, and 9019, Confirming Modified Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated April \_\_\_, 2011, Washington Mutual, Inc. and WMI Investment Corp. (collectively, “WMI”), defendants JPMorgan Chase & Co. and JPMorgan Chase Bank, N.A. (collectively, “JPMC”), and intervenor-defendant Federal Deposit Insurance Corporation, in its capacity as receiver for Washington Mutual bank (the “FDIC-Receiver”), hereby stipulate and agree that all claims, causes of action, and objections of any sort asserted in the above-captioned litigation which are derivative in nature of WMI and Washington Mutual Bank shall be and hereby are dismissed with prejudice to refiling the same or any part thereof. Each of WMI, JPMC, and the FDIC-Receiver, and any of the other intervening parties shall be responsible for its own costs of court and attorneys’ fees.

Dated: New York, New York  
April \_\_, 2011

WEIL, GOTSHAL & MANGES LLP  
Attorneys for WMI  
1300 Eye Street  
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-and-  
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By: \_\_\_\_\_  
Adam P. Storchak

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-and-  
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By: \_\_\_\_\_  
Robert A. Sacks

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Facsimile: (212) 335-4501

By: \_\_\_\_\_  
John J. Clarke, Jr.

SO ORDERED this \_\_\_\_ day  
of April, 2011

\_\_\_\_\_  
HONORABLE ROSEMARY M. COLLYER  
UNITED STATES DISTRICT JUDGE

**EXHIBIT “L”**

**WMI MEDICAL PLAN OBLIGATIONS**



OPEB Claims									
POC #		Filed Claim Amount	KCC Preliminary Liquidated Amount	Estimated Value	Claimant Last Name	Claimant First Name	Type	Debtor	Nature
705	U	Unliquidated	-	Unknown	PATTERSON	B JOYCE	Deferred Compensation Claim	Washington Mutual, Inc.	General Unsecured
708	U	Unliquidated	-	Unknown	ERAMIAN	NUBAR	Deferred Compensation Claim	Washington Mutual, Inc.	General Unsecured
841	U	Unliquidated	-	Unknown	DREIZLER	ELVIRA A	Benefit Claim	Washington Mutual, Inc.	Priority
890	U	Unliquidated	-	Unknown	STEPHAN	R	Benefit Claim	Washington Mutual, Inc.	General Unsecured
891	U	Unliquidated	-	Unknown	DREIZLER	ROBERT B	Benefit Claim	Washington Mutual, Inc.	Priority
941	U	Unliquidated	-	Unknown	GUTOWITZ	HELENE	Benefit Claim	Washington Mutual, Inc.	Priority
977	U	Unliquidated	-	Unknown	PHEGLEY	WILLIAM O	Benefit Claim	Washington Mutual, Inc.	General Unsecured
1046	U	Unliquidated	-	Unknown	MILO	ARMANDO	Benefit Claim	Washington Mutual, Inc.	Priority
1059	U	Unliquidated	-	Unknown	TEAGARDEN	MARILYN F	Benefit Claim	Washington Mutual, Inc.	General Unsecured
1110	U	Unliquidated	-	Unknown	BROWN	JANE	Benefit Claim	Washington Mutual, Inc.	General Unsecured
1138	U	Unliquidated	-	Unknown	ASPEL	DORIS	Deferred Compensation Claim	Washington Mutual, Inc.	General Unsecured
1258	U	Unliquidated	-	Unknown	HAMILTON	CONNIE L	Deferred Compensation Claim	Washington Mutual, Inc.	Priority
1287	U	Unliquidated	-	Unknown	STEWART	RICHARD	Benefit Claim	Washington Mutual, Inc.	Secured
1321	U	Unliquidated	-	Unknown	CANNON	AMELIA	Benefit Claim	Washington Mutual, Inc.	General Unsecured
1349	U	Unliquidated	-	Unknown	HOWELL	ROBERT H	Benefit Claim	Washington Mutual, Inc.	General Unsecured
1396	U	Unliquidated	-	Unknown	YOUNTS	G	Benefit Claim	Washington Mutual, Inc.	Priority
1436	U	Unliquidated	-	Unknown	MORSCH	GLORIA	Benefit Claim	Washington Mutual, Inc.	General Unsecured
1482	U	Unliquidated	32,000.00	Unknown	Whornham	Elinor Jeanne	Benefit Claim	Washington Mutual, Inc.	Priority
1538	U	Unliquidated	-	Unknown	LAZARUS	ESTHER	Benefit Claim	Washington Mutual, Inc.	Priority
1669	U	Unliquidated	7,000.00	Unknown	HEATH	GWENDOLYN A	Benefit Claim	Washington Mutual, Inc.	Priority
1673	U	Unliquidated	7,000.00	Unknown	PIKE	ANN L	Benefit Claim	Washington Mutual, Inc.	General Unsecured
1747	U	Unliquidated	-	Unknown	POLON	RAQUEL	Benefit Claim	Washington Mutual, Inc.	General Unsecured
1749	U	Unliquidated	-	Unknown	AKARD	ROBERT B	Benefit Claim	Washington Mutual, Inc.	General Unsecured
1750	U	Unliquidated	-	Unknown	AKARD	WALTRAUD	Benefit Claim	Washington Mutual, Inc.	General Unsecured
1784	U	Unliquidated	-	Unknown	FOX	ELEANOR	Benefit Claim	Washington Mutual, Inc.	General Unsecured
1785	U	Unliquidated	-	Unknown	RICKS	JEROME M	Benefit Claim	Washington Mutual, Inc.	Secured
1794	U	Unliquidated	7,000.00	Unknown	BABAYAN	MARIE B	Benefit Claim	Washington Mutual, Inc.	Priority
1803	U	Unliquidated	-	Unknown	VAN ARSDALE	SUSETTE C	Benefit Claim	Washington Mutual, Inc.	General Unsecured
1813	U	Unliquidated	145.14	Unknown	Jorgensen	Niels	Benefit Claim	Washington Mutual, Inc.	Priority
1816	U	Unliquidated	-	Unknown	VAN ARSDALE	MATTHEW E	Benefit Claim	Washington Mutual, Inc.	General Unsecured
1853	U	Unliquidated	-	Unknown	RABUN	ELLISON	Benefit Claim	Washington Mutual, Inc.	General Unsecured
1883	U	Unliquidated	-	Unknown	MCKAY	GORDON	Benefit Claim	Washington Mutual, Inc.	Priority
1888	U	Unliquidated	-	Unknown	CUGAT	J VALDES	Benefit Claim	Washington Mutual, Inc.	General Unsecured
2042	U	Unliquidated	-	Unknown	MULRANE	THERESA	Benefit Claim	Washington Mutual, Inc.	General Unsecured
2086	U	Unliquidated	-	Unknown	GORE	CHAROLETTE J	Benefit Claim	Washington Mutual, Inc.	Priority

OPEB Claims									
POC #		Filed Claim Amount	KCC Preliminary Liquidated Amount	Estimated Value	Claimant Last Name	Claimant First Name	Type	Debtor	Nature
2147	U	Unliquidated	7,000.00	Unknown	HEITMAN	SHARON L	Benefit Claim	Washington Mutual, Inc.	General Unsecured
2251	U	Unliquidated	20,750.00	Unknown	Stakelon	Caroline	Benefit Claim	Washington Mutual, Inc.	Priority
2273	U	Unliquidated	-	Unknown	KACZMARSKI	KRYSTYNA	Benefit Claim	Washington Mutual, Inc.	General Unsecured
2356	U	Unliquidated	7,000.00	Unknown	NYARI	EVA	Benefit Claim	Washington Mutual, Inc.	General Unsecured
2491	U	Unliquidated	7,000.00	Unknown	ASTI	THERESE A	Benefit Claim	Washington Mutual, Inc.	Priority
2557	U	Unliquidated	-	Unknown	KIRK	MARILYN E	Benefit Claim	Washington Mutual, Inc.	General Unsecured
2575	U	Unliquidated	-	Unknown	CARSTENS	ELEANOR A	Benefit Claim	Washington Mutual, Inc.	General Unsecured
2596	U	Unliquidated	-	Unknown	DILIBERTO	SHIFFIE	Benefit Claim	Washington Mutual, Inc.	General Unsecured
2732	U	Unliquidated	-	Unknown	PASTOR	CATHERINE	Benefit Claim	Washington Mutual, Inc.	General Unsecured
2734	U	Unliquidated	-	Unknown	PASTOR	EDWARD	Benefit Claim	Washington Mutual, Inc.	General Unsecured
2849	U	Unliquidated	-	Unknown	HAVRANEK	JERRY	Benefit Claim	Washington Mutual, Inc.	General Unsecured
2869	U	Unliquidated	-	Unknown	Swihart	Margaret E	Benefit Claim	Washington Mutual, Inc.	Priority
2924	U	Unliquidated	-	Unknown	NIGRO	MARY	Benefit Claim	Washington Mutual, Inc.	General Unsecured
2954	U	Unliquidated	-	Unknown	HAVRANEK	EDYTHE	Benefit Claim	Washington Mutual, Inc.	General Unsecured
3101	U	Unliquidated	-	Unknown	STEVENS	PATRICIA J	Benefit Claim	Washington Mutual, Inc.	General Unsecured
3102	U	Unliquidated	-	Unknown	STEVENS	M J	Benefit Claim	Washington Mutual, Inc.	General Unsecured
3111	U	Unliquidated	-	Unknown	ELEFThERiADiS	STELLA	Benefit Claim	Washington Mutual, Inc.	Priority
3181	U	Unliquidated	-	Unknown	HARTZELL	CHARLES J	Benefit Claim	Washington Mutual, Inc.	General Unsecured
3182	U	Unliquidated	-	Unknown	HARTZELL	HELEN C	Benefit Claim	Washington Mutual, Inc.	General Unsecured
3195	U	Unliquidated	-	Unknown	CAPALDO	MARILYN	Benefit Claim	Washington Mutual, Inc.	General Unsecured
2362		483,319.00	-	Unknown	Smith	Edward Jr	Benefit Claim	Washington Mutual, Inc.	General Unsecured
712		7,000.00	-	Unknown	CHRISTENSEN	ANITA E	Benefit Claim	Washington Mutual, Inc.	General Unsecured
715		7,000.00	-	Unknown	REBiSkIE	FRANKIE D	Benefit Claim	Washington Mutual, Inc.	Priority
772		7,000.00	-	Unknown	BULKLEY	RETA M	Benefit Claim	Washington Mutual, Inc.	General Unsecured
774		7,000.00	-	Unknown	ZANI	ANNE M	Benefit Claim	Washington Mutual, Inc.	Priority
870		7,000.00	-	Unknown	THORPE	RICHARD G	Benefit Claim	Washington Mutual, Inc.	General Unsecured
967		39,000.00	-	Unknown	COOPER	DAVID	Benefit Claim	Washington Mutual, Inc.	Priority
1047		7,000.00	-	Unknown	DEEMING	ANNA B	Benefit Claim	Washington Mutual, Inc.	Secured
1075		490.25	-	Unknown	ZABAWA	ROBERT	Benefit Claim	Washington Mutual, Inc.	Priority
1099		7,000.00	-	Unknown	SIMPSON	DORIS	Benefit Claim	Washington Mutual, Inc.	Secured
1124		7,000.00	-	Unknown	FUHRER	JANE	Benefit Claim	Washington Mutual, Inc.	Priority
1124		7,000.00	-	Unknown	FUHRER	JANE	Benefit Claim	Washington Mutual, Inc.	General Unsecured
1146		20,000.00	-	Unknown	SMITH	IDA	Benefit Claim	Washington Mutual, Inc.	Priority
1254		7,000.00	-	Unknown	THOMPSON	HAROLD E	Benefit Claim	Washington Mutual, Inc.	General Unsecured
1255		7,000.00	-	Unknown	MILLER	CALLIE H	Benefit Claim	Washington Mutual, Inc.	Priority

OPEB Claims									
POC #		Filed Claim Amount	KCC Preliminary Liquidated Amount	Estimated Value	Claimant Last Name	Claimant First Name	Type	Debtor	Nature
1265		17,000.00	-	Unknown	ENNOR	GLORIA	Benefit Claim	Washington Mutual, Inc.	Priority
1267		7,000.00	-	Unknown	CARR	CAROL B	Benefit Claim	Washington Mutual, Inc.	General Unsecured
1370		19,225.00	-	Unknown	CATTANI	NORMA	Benefit Claim	Washington Mutual, Inc.	Priority
1419		7,000.00	-	Unknown	REED	DONALD E	Benefit Claim	Washington Mutual, Inc.	General Unsecured
1509		104,625.00	-	Unknown	LEEDOM	E	Benefit Claim	Washington Mutual, Inc.	Priority
1640		7,000.00	-	Unknown	NICHOLSON	VIOLET	Benefit Claim	Washington Mutual, Inc.	General Unsecured
1676		17,600.00	-	Unknown	ROSI	DONALD	Benefit Claim	Washington Mutual, Inc.	Priority
1823		7,000.00	-	Unknown	FETTERS	LILLIAN M	Benefit Claim	Washington Mutual, Inc.	Priority
1825		17,500.00	-	Unknown	SOLITO	MILDRED G	Benefit Claim	Washington Mutual, Inc.	Priority
1852		7,500.00	-	Unknown	PARSESE	JAMES J	Benefit Claim	Washington Mutual, Inc.	General Unsecured
1864		7,000.00	-	Unknown	VEITMANIS	JOHN J	Benefit Claim	Washington Mutual, Inc.	Priority
1869		14,391.00	-	Unknown	BEARSE	ARLYNE	Benefit Claim	Washington Mutual, Inc.	General Unsecured
1880		7,000.00	-	Unknown	ROBINSON	BEVERLEY	Benefit Claim	Washington Mutual, Inc.	General Unsecured
1925		7,000.00	-	Unknown	FINCH	RONALD	Benefit Claim	Washington Mutual, Inc.	General Unsecured
1926		7,000.00	-	Unknown	FINCH	ARLINE	Benefit Claim	Washington Mutual, Inc.	General Unsecured
1929		10,868.00	-	Unknown	JONES	DOROTHY	Benefit Claim	Washington Mutual, Inc.	General Unsecured
1955		956,387.00	-	Unknown	Wardlow	Donna J	Benefit Claim	Washington Mutual, Inc.	Priority
2061		14,391.00	-	Unknown	BEARSE	MELVIN	Benefit Claim	Washington Mutual, Inc.	General Unsecured
2089		7,000.00	-	Unknown	HIATT	MARY S	Benefit Claim	Washington Mutual, Inc.	General Unsecured
2156		8,700.00	-	Unknown	SCHROCK	BYRON	Benefit Claim	Washington Mutual, Inc.	General Unsecured
2158		21,200.00	-	Unknown	MCCARTHY	BARBARA	Benefit Claim	Washington Mutual, Inc.	General Unsecured
2192		20,000.00	-	Unknown	Nielsen	Doris D	Benefit Claim	Washington Mutual, Inc.	Priority
2226		100,000.00	-	Unknown	ARATA	HOWARD P	Benefit Claim	Washington Mutual, Inc.	Priority
2269		18,000.00	-	Unknown	KILCHESKI	VIRGINIA	Benefit Claim	WMI Investment Corp.	General Unsecured
2699		30,000.00	-	Unknown	FERRUFINO	OSCAR	Benefit Claim	Washington Mutual, Inc.	General Unsecured
2777		23,000.00	-	Unknown	SHUKNECHT	MARY	Benefit Claim	Washington Mutual, Inc.	General Unsecured
2879		153.10	-	Unknown	RUFFNER	KENNETH	Severance Claim	Washington Mutual, Inc.	General Unsecured
2895		17,864.00	-	Unknown	MOODY	ANN P	Benefit Claim	Washington Mutual, Inc.	Secured
2963		628,144.00	-	Unknown	Schoch	Elaine	Benefit Claim	Washington Mutual, Inc.	Priority
2967		4,000.00	-	Unknown	SCHAEFFER ILEY	ELIZABETH M	Benefit Claim	Washington Mutual, Inc.	General Unsecured
3095		7,000.00	-	Unknown	LAYCHOCK	ANDREW	Benefit Claim	Washington Mutual, Inc.	General Unsecured
3145		7,000.00	-	Unknown	JESZECK	CHARLES J	Benefit Claim	Washington Mutual, Inc.	Priority
3204		88,978.74	-	Unknown	SOLDWISCH	JAMES	Benefit Claim	Washington Mutual, Inc.	General Unsecured
3205		59,700.84	-	Unknown	CLEMEN	CARL	Benefit Claim	Washington Mutual, Inc.	General Unsecured
3207		5,623.74	-	Unknown	SOLDWISCH	BETTY	Benefit Claim	Washington Mutual, Inc.	General Unsecured

OPEB Claims									
POC #		Filed Claim Amount	KCC Preliminary Liquidated Amount	Estimated Value	Claimant Last Name	Claimant First Name	Type	Debtor	Nature
3237		7,000.00	-	Unknown	HENTZ	MARION J	Benefit Claim	Washington Mutual, Inc.	General Unsecured
3285		20,000.00	-	Unknown	SQUIRES	LILLIAN	Benefit Claim	Washington Mutual, Inc.	Priority
3317		5,623.74	-	Unknown	CLEMEN	BETTY D	Benefit Claim	Washington Mutual, Inc.	General Unsecured
3707		7,000.00	-	Unknown	CHIMENTI	PAT W	Benefit Claim	Washington Mutual, Inc.	General Unsecured

**EXHIBIT “M”**  
**WMB/JPMC RABBI TRUSTS**

Rabbi Trust

Pacific First Federal Savings Bank  
 Umbrella Trust for Key Employees and  
 Pacific First Federal Savings Bank  
 Umbrella Trust for Directors

Trustee Bank

Wells Fargo

Great Western Financial Corporation  
 Umbrella Trust for Senior Officers and  
 Great Western Financial Corporation  
 Umbrella Trust for Directors\*

Wells Fargo

American Savings Bank, F.A. Grantor  
 Trust

Bank of New York Mellon

The Dime Benefit Protection Trust,  
 Umbrella Trust with respect to the Covered  
 Arrangements for Outside Directors of The  
 Dime Savings Bank of New York, FSB and  
 Related Entities, Umbrella Trust with  
 respect to the Covered Arrangements of  
 The Dime Savings Bank of New York,  
 FSB and Related Entities, and Umbrella  
 Trust with respect to the Designated  
 Arrangements of The Dime Savings Bank  
 of New York, FSB and Related Entities\*

Union Bank

Providian Financial Corporation Deferred  
 Compensation and Benefits Trust\*

Bank of America

Trust Under Deferred Compensation Plan  
 and 1993 Supplemental Employment  
 Retirement Plan and Trust Under Deferred  
 Compensation Plan and 1995 Supplemental  
 Employment Retirement Plan (“*Coast  
 Federal Trusts*”)

Northern Trust

\*Rabbi Trusts contain the following BOLI/COLI Policies:

Carrier

Pacific Life (Great Western)  
 Pacific Life (Providian)  
 Met Life (DIME)  
 AIG (DIME)  
 Mass Mutual (DIME)  
 Principal Mutual (DIME)

Policy List Bills/# of Policies

7490A, 7386A, 7570A, z04001-04601,  
 7810A  
 1 Policy  
 5 Policies  
 125 Policies  
 1 Policy

Prudential (DIME)

48 Policies

**EXHIBIT “N”**

**WMB/JPMC BOLI/COLI Assets**



Carrier

Kemper Investors Life

Met Life

Hartford

Sun Life

Minnesota Life

K19036-S01W, K19035-S01W

191511-G, 191514-G

VG153

G171, G172, G180, G187, G188

55010

Pacific Life

Z04701, 7776

1A22E76B, 7777

ING Security Life (ELIP)

E208090000, E208090001

**EXHIBIT “O”**  
**CCBI SPLIT DOLLAR Policies**

Carrier	Issue Date	Policy #
Beneficial Life	8/1/05	BL2048828
Beneficial Life	8/1/05	BL2161150
Beneficial Life	8/1/05	BL2161151
Beneficial Life	8/1/05	BL2161152
Beneficial Life	8/1/05	BL2161153
Beneficial Life	8/1/05	BL2161154
Beneficial Life	8/1/05	BL2161155
Beneficial Life	8/1/05	BL2161156
Beneficial Life	8/1/05	BL2161157
Beneficial Life	8/1/05	BL2161159
Beneficial Life	8/1/05	BL2161160
Beneficial Life	8/1/05	BL2161161
Beneficial Life	8/1/05	BL2161162
Beneficial Life	8/1/05	BL2161163
Beneficial Life	8/1/05	BL2161165
Beneficial Life	8/1/05	BL2161166
Beneficial Life	8/1/05	BL2161167
Beneficial Life	8/1/05	BL2161168
Beneficial Life	8/1/05	BL2161169
Beneficial Life	8/1/05	BL2161170
Beneficial Life	8/1/05	BL2161171
Beneficial Life	8/1/05	BL2161172
Beneficial Life	8/1/05	BL2161173
Beneficial Life	8/1/05	BL2161174
Beneficial Life	8/1/05	BL2161175
Beneficial Life	8/1/05	BL2161176
Beneficial Life	8/1/05	BL2161178
Beneficial Life	8/1/05	BL2161179
Beneficial Life	8/1/05	BL2161180
Beneficial Life	8/1/05	BL2161181
Beneficial Life	8/1/05	BL2161182
Beneficial Life	8/1/05	BL2161183
Beneficial Life	8/1/05	BL2161185
Beneficial Life	8/1/05	BL2161186
Beneficial Life	8/1/05	BL2161187
Beneficial Life	8/1/05	BL2161189
Beneficial Life	8/1/05	BL2161190
Beneficial Life	8/1/05	BL2161191
Beneficial Life	8/1/05	BL2161194
Beneficial Life	8/1/05	BL2161195
Beneficial Life	8/1/05	BL2161198
Beneficial Life	8/1/05	BL2161199
Beneficial Life	8/1/05	BL2161200
Beneficial Life	8/1/05	BL2161201
Beneficial Life	8/1/05	BL2161202
Beneficial Life	8/1/05	BL2161203
Beneficial Life	8/1/05	BL2161204
Beneficial Life	8/1/05	BL2161205
Beneficial Life	8/1/05	BL2161206
Beneficial Life	8/1/05	BL2161207
Beneficial Life	8/1/05	BL2161208
Beneficial Life	8/1/05	BL2161209
Beneficial Life	8/1/05	BL2161210
Beneficial Life	8/1/05	BL2161211
Beneficial Life	8/1/05	BL2161212
Beneficial Life	8/1/05	BL2161213
Beneficial Life	8/1/05	BL2161214
Beneficial Life	8/1/05	BL2161215
Beneficial Life	8/1/05	BL2161216
Beneficial Life	8/1/05	BL2161217
Beneficial Life	8/1/05	BL2161218
Beneficial Life	8/1/05	BL2161219
Beneficial Life	8/1/05	BL2161220
Beneficial Life	8/1/05	BL2161221
Beneficial Life	8/1/05	BL2161222
Beneficial Life	8/1/05	BL2161223

Carrier	Issue Date	Policy #
Midland	3/1/02	650704
Midland	3/1/02	650756
Midland	3/1/02	650758
Midland	3/1/02	650762
Midland	3/1/02	650763
Midland	3/1/02	650765
Midland	3/1/02	650767
Midland	3/1/02	650836
Midland	3/1/02	650838
Midland	3/1/02	650840
Midland	3/1/02	650841
Midland	3/1/02	650842
Midland	3/1/02	650843
Midland	3/1/02	650844
Midland	3/1/02	650845
Midland	3/1/02	680750
Midland	10/28/02	666591
Midland	10/28/02	666593
Midland	10/28/02	666594
Midland	10/28/02	666596
Midland	10/28/02	666597
Midland	6/4/03	680739
Midland	6/4/03	680740
Midland	6/4/03	680742
Midland	6/4/03	680743
Midland	6/4/03	680744
Midland	6/4/03	680745
Midland	6/4/03	680746
Midland	6/4/03	680747
Midland	6/4/03	680748
Midland	6/4/03	680749
Midland	6/4/03	680751
Midland	6/4/03	680752
Midland	5/28/04	687686
New York Life	3/1/02	56601745
New York Life	3/1/02	56601746
New York Life	3/1/02	56601747
New York Life	3/1/02	56601748
New York Life	3/1/02	56601749
New York Life	3/1/02	56601750
New York Life	3/1/02	56601751
New York Life	3/1/02	56601752
New York Life	3/1/02	56601753
New York Life	3/1/02	56601754
New York Life	3/1/02	56601755
New York Life	3/1/02	56601756
New York Life	3/1/02	56601757
New York Life	3/1/02	56601758
New York Life	3/1/02	56601759
New York Life	3/1/02	56602718
New York Life	3/1/02	56602719
New York Life	3/1/02	56602720
New York Life	3/1/02	56602721
New York Life	10/28/02	56602717
New York Life	6/4/03	56606181
New York Life	6/4/03	56606182
New York Life	6/4/03	56606183
New York Life	6/4/03	56606184
New York Life	6/4/03	56606185
New York Life	6/4/03	56606186
New York Life	6/4/03	56606187
New York Life	6/4/03	56606188
New York Life	6/4/03	56606189
New York Life	6/4/03	56606190
New York Life	6/4/03	56606191
New York Life	6/4/03	56606192



Carrier	Issue Date	Policy #
Beneficial Life	10/5/05	BL2164004
Beneficial Life	10/5/05	BL2164005
Beneficial Life	10/5/05	BL2164006
Beneficial Life	10/5/05	BL2164007
Beneficial Life	10/5/05	BL2164008
Beneficial Life	10/5/05	BL2164009
Beneficial Life	10/5/05	BL2164010
Beneficial Life	10/5/05	BL2164011
Beneficial Life	10/5/05	BL2164012
Beneficial Life	10/5/05	BL2164013
Beneficial Life	10/5/05	BL2164014
Beneficial Life	10/5/05	BL2164015
Beneficial Life	10/5/05	BL2164033
Beneficial Life	10/5/05	BL2164474
Beneficial Life	10/5/05	BL2164475
Beneficial Life	10/5/05	BL2164476
Beneficial Life	10/5/05	BL2164477
Beneficial Life	10/5/05	BL2164478
Beneficial Life	10/5/05	BL2164479
Beneficial Life	10/5/05	BL2164480
Beneficial Life	10/5/05	BL2164481
Beneficial Life	10/5/05	BL2164482
Beneficial Life	10/5/05	BL2164483
Beneficial Life	10/5/05	BL2164484
Beneficial Life	10/5/05	BL2164485
Beneficial Life	10/5/05	BL2164486
Beneficial Life	10/5/05	BL2164487
Beneficial Life	10/5/05	BL2164488
Beneficial Life	10/5/05	BL2164489
Beneficial Life	10/5/05	BL2164490
Beneficial Life	10/5/05	BL2164491
Beneficial Life	10/5/05	BL2164492
Beneficial Life	10/5/05	BL2164493
Beneficial Life	10/5/05	BL2164494
Beneficial Life	10/5/05	BL2164495
Beneficial Life	10/5/05	BL2164496
Beneficial Life	10/5/05	BL2164497
Beneficial Life	10/5/05	BL2164498
Beneficial Life	10/5/05	BL2164499
Beneficial Life	10/5/05	BL2164500
Beneficial Life	10/5/05	BL2164501
Beneficial Life	10/5/05	BL2164502
Beneficial Life	3/30/06	BL2050021
Beneficial Life	3/30/06	BL2050058
Jefferson Pilot	3/1/02	JP5242202
Jefferson Pilot	3/1/02	JP5242203
Jefferson Pilot	3/1/02	JP5242204
Jefferson Pilot	3/1/02	JP5242205
Jefferson Pilot	3/1/02	JP5242206
Jefferson Pilot	3/1/02	JP5242207
Jefferson Pilot	3/1/02	JP5242208
Jefferson Pilot	3/1/02	JP5242209
Jefferson Pilot	3/1/02	JP5242210
Jefferson Pilot	3/1/02	JP5242211
Jefferson Pilot	3/1/02	JP5242212
Jefferson Pilot	3/1/02	JP5242213
Jefferson Pilot	3/1/02	JP5242214
Jefferson Pilot	3/1/02	JP5242215
Jefferson Pilot	3/1/02	JP5242216
Jefferson Pilot	10/28/02	JP5262455
Jefferson Pilot	10/28/02	JP5262456
Jefferson Pilot	10/28/02	JP5262457
Jefferson Pilot	10/28/02	JP5262458
Jefferson Pilot	10/28/02	JP5262459
Jefferson Pilot	6/4/03	JP5299304
Jefferson Pilot	6/4/03	JP5299305

Carrier	Issue Date	Policy #
New York Life	10/5/05	56611656
New York Life	10/5/05	56611657
New York Life	10/5/05	56611658
New York Life	10/5/05	56611659
New York Life	10/5/05	56611660
New York Life	10/5/05	56611661
New York Life	10/5/05	56611662
New York Life	10/5/05	56611663
New York Life	10/5/05	56611664
New York Life	10/5/05	56611665
New York Life	10/5/05	56611666
New York Life	10/5/05	56611667
New York Life	10/5/05	56611668
New York Life	10/5/05	56611669
New York Life	10/5/05	56611670
New York Life	10/5/05	56611671
New York Life	10/5/05	56611672
New York Life	10/5/05	56611673
New York Life	10/5/05	56611674
New York Life	10/5/05	56611675
New York Life	10/5/05	56611676
New York Life	10/5/05	56611677
New York Life	10/5/05	56611678
New York Life	10/5/05	56611679
New York Life	10/5/05	56611680
New York Life	10/5/05	56611681
New York Life	10/5/05	56611682
New York Life	10/5/05	56611683
New York Life	10/5/05	56611684
New York Life	3/28/06	56612329
New York Life	3/28/06	56612330
Northwestern Mutual	3/31/03	16457269
Northwestern Mutual	3/31/03	16457404
Northwestern Mutual	3/31/03	16457424
Northwestern Mutual	3/31/03	16457472
Northwestern Mutual	3/31/03	16457490
Northwestern Mutual	3/31/03	16457506
Northwestern Mutual	3/31/03	16457511
Northwestern Mutual	3/31/03	16457514
Northwestern Mutual	3/31/03	16457530
Northwestern Mutual	3/31/03	16457554
Northwestern Mutual	3/31/03	16457559
Northwestern Mutual	3/31/03	16457575
Northwestern Mutual	3/31/03	16457579
Northwestern Mutual	3/31/03	16457599
Northwestern Mutual	3/31/03	16457613
Northwestern Mutual	3/31/03	16457632
Northwestern Mutual	3/31/03	16457633
Northwestern Mutual	3/31/03	16457645
Northwestern Mutual	3/31/03	16457710
Northwestern Mutual	3/31/03	16457725
Northwestern Mutual	3/31/03	16457729
Northwestern Mutual	3/31/03	16457731
Northwestern Mutual	3/31/03	16457739
Northwestern Mutual	3/31/03	16457747
Northwestern Mutual	3/31/03	16457755
Northwestern Mutual	3/31/03	16457767
Northwestern Mutual	3/31/03	16457778
Northwestern Mutual	3/31/03	16457786
Northwestern Mutual	3/31/03	16457790
Northwestern Mutual	3/31/03	16457796
Northwestern Mutual	3/31/03	16457809
Northwestern Mutual	3/31/03	16457820
Northwestern Mutual	3/31/03	16457858
Northwestern Mutual	3/31/03	16457863
Northwestern Mutual	3/31/03	16457873

Carrier	Issue Date	Policy #
Jefferson Pilot	6/4/03	JP5299306
Jefferson Pilot	6/4/03	JP5299307
Jefferson Pilot	6/4/03	JP5299308
Jefferson Pilot	6/4/03	JP5299309
Jefferson Pilot	6/4/03	JP5299310
Jefferson Pilot	6/4/03	JP5299311
Jefferson Pilot	6/4/03	JP5299316
Jefferson Pilot	6/4/03	JP5299317
Jefferson Pilot	6/4/03	JP5299318
Jefferson Pilot	6/4/03	JP5299319
Jefferson Pilot	6/4/03	JP5401632
Jefferson Pilot	5/28/04	JP5446156
John Hancock	3/1/02	SB59258001
John Hancock	3/1/02	SB59258002
John Hancock	3/1/02	SB59258003
John Hancock	3/1/02	SB59258004
John Hancock	3/1/02	SB59258005
John Hancock	3/1/02	SB59258006
John Hancock	3/1/02	SB59258007
John Hancock	3/1/02	SB59258008
John Hancock	3/1/02	SB59258009
John Hancock	3/1/02	SB59258010
John Hancock	3/1/02	SB59258011
John Hancock	3/1/02	SB59258012
John Hancock	3/1/02	SB59258013
John Hancock	3/1/02	SB59258014
John Hancock	3/1/02	SB59258015
John Hancock	10/31/02	SB59528002
John Hancock	10/31/02	SB59528003
John Hancock	10/31/02	SB59528004
John Hancock	10/31/02	SB59528005
John Hancock	10/31/02	SB59528006
John Hancock	3/31/03	SB59955001
John Hancock	3/31/03	SB59955002
John Hancock	3/31/03	SB59955003
John Hancock	3/31/03	SB59955004
John Hancock	3/31/03	SB59955005
John Hancock	3/31/03	SB59955006
John Hancock	3/31/03	SB59955007
John Hancock	3/31/03	SB59955008
John Hancock	3/31/03	SB59955009
John Hancock	3/31/03	SB59955010
John Hancock	3/31/03	SB59955011
John Hancock	3/31/03	SB59955012
John Hancock	3/31/03	SB59955013
John Hancock	3/31/03	SB59955014
John Hancock	3/31/03	SB59955015
John Hancock	3/31/03	SB59955016
John Hancock	3/31/03	SB59955017
John Hancock	3/31/03	SB59955018
John Hancock	3/31/03	SB59955019
John Hancock	3/31/03	SB59955020
John Hancock	3/31/03	SB59955021
John Hancock	3/31/03	SB59955022
John Hancock	3/31/03	SB59955023
John Hancock	3/31/03	SB59955024
John Hancock	3/31/03	SB59955025
John Hancock	3/31/03	SB59955026
John Hancock	3/31/03	SB59955027
John Hancock	3/31/03	SB59955028
John Hancock	3/31/03	SB59955029
John Hancock	3/31/03	SB59955030
John Hancock	3/31/03	SB59955031
John Hancock	3/31/03	SB59955032
John Hancock	3/31/03	SB59955033
John Hancock	3/31/03	SB59955034

Carrier	Issue Date	Policy #
Northwestern Mutual	3/31/03	16457884
Northwestern Mutual	3/31/03	16457896
Northwestern Mutual	3/31/03	16457901
Northwestern Mutual	3/31/03	16457913
Northwestern Mutual	3/31/03	16457917
Northwestern Mutual	3/31/03	16457924
Northwestern Mutual	3/31/03	16457925
Northwestern Mutual	3/31/03	16457931
Northwestern Mutual	3/31/03	16457932
Northwestern Mutual	3/31/03	16457938
Northwestern Mutual	3/31/03	16457940
Northwestern Mutual	3/31/03	16457944
Northwestern Mutual	3/31/03	16457946
Northwestern Mutual	3/31/03	16457952
Northwestern Mutual	3/31/03	16457956
Northwestern Mutual	3/31/03	16457958
Northwestern Mutual	3/31/03	16457961
Northwestern Mutual	3/31/03	16457965
Northwestern Mutual	3/31/03	16457968
Northwestern Mutual	3/31/03	16457971
Northwestern Mutual	3/31/03	16457976
Northwestern Mutual	3/31/03	16457977
Northwestern Mutual	3/31/03	16457979
Northwestern Mutual	3/31/03	16457983
Northwestern Mutual	3/31/03	16457985
Northwestern Mutual	3/31/03	16457990
Northwestern Mutual	3/31/03	16457994
Northwestern Mutual	3/31/03	16458002
Northwestern Mutual	3/31/03	16458017
Northwestern Mutual	3/31/03	16458020
Northwestern Mutual	3/31/03	16458027
Northwestern Mutual	3/31/03	16458029
Northwestern Mutual	3/31/03	16458031
Northwestern Mutual	3/31/03	16458038
Northwestern Mutual	3/31/03	16458040
Northwestern Mutual	3/31/03	16458042
Northwestern Mutual	3/31/03	16458044
Northwestern Mutual	3/31/03	16458045
Northwestern Mutual	3/31/03	16458046
Northwestern Mutual	3/31/03	16458047
Northwestern Mutual	3/31/03	16458050
Northwestern Mutual	3/31/03	16458053
Northwestern Mutual	3/31/03	16458054
Northwestern Mutual	3/31/03	16458056
Northwestern Mutual	3/31/03	16458058
Northwestern Mutual	3/31/03	16458062
Northwestern Mutual	3/31/03	16458065
Northwestern Mutual	3/31/03	16458066
Northwestern Mutual	3/31/03	16458070
Northwestern Mutual	3/31/03	16458075
Northwestern Mutual	3/31/03	16458079
Northwestern Mutual	3/31/03	16458082
Northwestern Mutual	3/31/03	16459230
Northwestern Mutual	3/31/03	16459308
Northwestern Mutual	3/31/03	16459326
Northwestern Mutual	3/31/03	16462306
Northwestern Mutual	3/31/03	16462325
Northwestern Mutual	3/31/03	16462339
Northwestern Mutual	3/31/03	16462353
Northwestern Mutual	3/31/03	16462808
Northwestern Mutual	3/31/03	16474425
Northwestern Mutual	3/31/03	16474457
Northwestern Mutual	3/31/03	16535527
Northwestern Mutual	3/31/03	16535637
Northwestern Mutual	11/11/03	16632742
Northwestern Mutual	11/11/03	16632803

Carrier	Issue Date	Policy #
John Hancock	3/31/03	SB59955035
John Hancock	3/31/03	SB59955036
John Hancock	3/31/03	SB59955037
John Hancock	3/31/03	SB59955038
John Hancock	3/31/03	SB59955039
John Hancock	3/31/03	SB59955040
John Hancock	3/31/03	SB59955041
John Hancock	3/31/03	SB59955042
John Hancock	3/31/03	SB59955043
John Hancock	3/31/03	SB59955044
John Hancock	3/31/03	SB59955045
John Hancock	3/31/03	SB59955046
John Hancock	3/31/03	SB59955047
John Hancock	3/31/03	SB59955048
John Hancock	3/31/03	SB59955049
John Hancock	3/31/03	SB59955050
John Hancock	3/31/03	SB59955051
John Hancock	3/31/03	SB59955052
John Hancock	3/31/03	SB59955053
John Hancock	3/31/03	SB59955054
John Hancock	3/31/03	SB59955055
John Hancock	3/31/03	SB59955056
John Hancock	3/31/03	SB59955057
John Hancock	3/31/03	SB59955058
John Hancock	3/31/03	SB59955059
John Hancock	3/31/03	SB59955060
John Hancock	3/31/03	SB59955061
John Hancock	3/31/03	SB59955062
John Hancock	3/31/03	SB59955063
John Hancock	3/31/03	SB59955064
John Hancock	3/31/03	SB59955065
John Hancock	3/31/03	SB59955066
John Hancock	3/31/03	SB59955067
John Hancock	3/31/03	SB59955068
John Hancock	3/31/03	SB59955069
John Hancock	3/31/03	SB59955070
John Hancock	3/31/03	SB59955072
John Hancock	3/31/03	SB59955073
John Hancock	3/31/03	SB59955074
John Hancock	3/31/03	SB59955075
John Hancock	3/31/03	SB59955076
John Hancock	6/4/03	SB59981001
John Hancock	6/4/03	SB59981002
John Hancock	6/4/03	SB59981003
John Hancock	6/4/03	SB59981004
John Hancock	6/4/03	SB59981005
John Hancock	6/4/03	SB59981006
John Hancock	6/4/03	SB59981007
John Hancock	6/4/03	SB59981008
John Hancock	6/4/03	SB59981009
John Hancock	6/4/03	SB59981010
John Hancock	6/4/03	SB59981011
John Hancock	6/4/03	SB59981012
John Hancock	6/4/03	SB59981013
Mass Mutual	3/1/02	0048075
Mass Mutual	3/1/02	0048076
Mass Mutual	3/1/02	0048077
Mass Mutual	3/1/02	0048078
Mass Mutual	3/1/02	0048079
Mass Mutual	3/1/02	0048080
Mass Mutual	3/1/02	0048081
Mass Mutual	3/1/02	0048082
Mass Mutual	3/1/02	0048083
Mass Mutual	3/1/02	0048084
Mass Mutual	3/1/02	0048085
Mass Mutual	3/1/02	0048086

Carrier	Issue Date	Policy #
Northwestern Mutual	11/11/03	16632829
Northwestern Mutual	11/11/03	16632847
Northwestern Mutual	11/11/03	16632876
Northwestern Mutual	11/11/03	16632914
Northwestern Mutual	11/11/03	16632951
Northwestern Mutual	11/11/03	16632975
Northwestern Mutual	11/11/03	16633025
Security Life	3/1/02	660020260
Security Life	3/1/02	660020262
Security Life	3/1/02	660020263
Security Life	3/1/02	660020264
Security Life	3/1/02	660020265
Security Life	3/1/02	660020266
Security Life	3/1/02	660020267
Security Life	3/1/02	660020268
Security Life	3/1/02	660020269
Security Life	3/1/02	660020270
Security Life	3/1/02	660020271
Security Life	3/1/02	660020272
Security Life	3/1/02	660020273
Security Life	3/1/02	660020274
Security Life	3/1/02	660020275
Security Life	10/28/02	600097285
Security Life	10/28/02	600097286
Security Life	10/28/02	600097287
Security Life	10/28/02	600097288
Security Life	10/28/02	600097289
Security Life	6/4/03	660029988
Security Life	6/4/03	660029989
Security Life	6/4/03	660029990
Security Life	6/4/03	660029991
Security Life	6/4/03	660029992
Security Life	6/4/03	660029993
Security Life	6/4/03	660029994
Security Life	6/4/03	660029995
Security Life	6/4/03	660029996
Security Life	6/4/03	660029997
Security Life	6/4/03	660029998
Security Life	6/4/03	660029999
Security Life	6/4/03	660030000
Security Life	5/28/04	1571669
Security Life	8/1/05	1574344
Security Life	8/1/05	1574345
Security Life	8/1/05	1574346
Security Life	8/1/05	1574348
Security Life	8/1/05	1574349
Security Life	8/1/05	1574350
Security Life	8/1/05	1574351
Security Life	8/1/05	1574352
Security Life	8/1/05	1574354
Security Life	8/1/05	1574355
Security Life	8/1/05	1574356
Security Life	8/1/05	1574357
Security Life	8/1/05	1574358
Security Life	8/1/05	1574359
Security Life	8/1/05	1574360
Security Life	8/1/05	1574361
Security Life	8/1/05	1574362
Security Life	8/1/05	1574363
Security Life	8/1/05	1574364
Security Life	8/1/05	1574365
Security Life	8/1/05	1574366
Security Life	8/1/05	1574367
Security Life	8/1/05	1574368
Security Life	8/1/05	1574369
Security Life	8/1/05	1574370

Carrier	Issue Date	Policy #
Mass Mutual	3/1/02	0048087
Mass Mutual	3/1/02	0048088
Mass Mutual	3/1/02	0048089
Mass Mutual	3/28/03	0056629
Mass Mutual	3/28/03	0056630
Mass Mutual	3/28/03	0056631
Mass Mutual	3/28/03	0056632
Mass Mutual	3/28/03	0056633
Mass Mutual	3/28/03	0056634
Mass Mutual	3/28/03	0056635
Mass Mutual	3/28/03	0056636
Mass Mutual	3/28/03	0056637
Mass Mutual	3/28/03	0056638
Mass Mutual	3/28/03	0056639
Mass Mutual	3/28/03	0056640
Mass Mutual	3/28/03	0056641
Mass Mutual	3/28/03	0056642
Mass Mutual	3/28/03	0056643
Mass Mutual	3/28/03	0056644
Mass Mutual	3/28/03	0056645
Mass Mutual	3/28/03	0056646
Mass Mutual	3/28/03	0056647
Mass Mutual	3/28/03	0056648
Mass Mutual	3/28/03	0056649
Mass Mutual	3/28/03	0056650
Mass Mutual	3/28/03	0056651
Mass Mutual	3/28/03	0056652
Mass Mutual	3/28/03	0056653
Mass Mutual	3/28/03	0056654
Mass Mutual	3/28/03	0056655
Mass Mutual	3/28/03	0056656
Mass Mutual	3/28/03	0056657
Mass Mutual	3/28/03	0056658
Mass Mutual	3/28/03	0056659
Mass Mutual	3/28/03	0056660
Mass Mutual	3/28/03	0056661
Mass Mutual	3/28/03	0056662
Mass Mutual	3/28/03	0056663
Mass Mutual	3/28/03	0056664
Mass Mutual	3/28/03	0056665
Mass Mutual	3/28/03	0056666
Mass Mutual	3/28/03	0056667
Mass Mutual	3/28/03	0056668
Mass Mutual	3/28/03	0056669
Mass Mutual	3/28/03	0056670
Mass Mutual	3/28/03	0056671
Mass Mutual	3/28/03	0056672
Mass Mutual	3/28/03	0056673
Mass Mutual	3/28/03	0056674
Mass Mutual	3/28/03	0056675
Mass Mutual	3/28/03	0056676
Mass Mutual	3/28/03	0056677
Mass Mutual	3/28/03	0056678
Mass Mutual	3/28/03	0056679
Mass Mutual	3/28/03	0056680
Mass Mutual	3/28/03	0056681
Mass Mutual	3/28/03	0056682
Mass Mutual	3/28/03	0056683
Mass Mutual	3/28/03	0056684
Mass Mutual	3/28/03	0056685
Mass Mutual	3/28/03	0056686
Mass Mutual	3/28/03	0056687
Mass Mutual	3/28/03	0056688
Mass Mutual	3/28/03	0056689
Mass Mutual	3/28/03	0056690
Mass Mutual	3/28/03	0056691

Carrier	Issue Date	Policy #
Security Life	8/1/05	1574372
Security Life	8/1/05	1574373
Security Life	8/1/05	1574374
Security Life	8/1/05	1574514
Security Life	8/1/05	1574515
Security Life	8/1/05	1574516
Security Life	8/1/05	1574517
Security Life	8/1/05	1574518
Security Life	8/1/05	1574519
Security Life	8/1/05	1574520
Security Life	8/1/05	1574521
Security Life	8/1/05	1574522
Security Life	8/1/05	1574523
Security Life	8/1/05	1574524
Security Life	8/1/05	1574525
Security Life	8/1/05	1574526
Security Life	8/1/05	1574527
Security Life	8/1/05	1574528
Security Life	8/1/05	1574529
Security Life	8/1/05	1574531
Security Life	8/1/05	1574537
Security Life	10/5/05	1574713
Security Life	10/5/05	1574714
Security Life	10/5/05	1574715
Security Life	10/5/05	1574716
Security Life	10/5/05	1574717
Security Life	10/5/05	1574718
Security Life	10/5/05	1574719
Security Life	10/5/05	1574720
Security Life	10/5/05	1574721
Security Life	10/5/05	1574722
Security Life	10/5/05	1574723
Security Life	10/5/05	1574724
Security Life	10/5/05	1574725
Security Life	10/5/05	1574726
Security Life	10/5/05	1574727
Security Life	10/5/05	1574728
Security Life	10/5/05	1574729
Security Life	10/5/05	1574730
Security Life	10/5/05	1574731
Security Life	10/5/05	1574732
Security Life	10/5/05	1574733
Security Life	10/5/05	1574734
Security Life	10/5/05	1574735
Security Life	10/5/05	1574736
Security Life	10/5/05	1574737
Security Life	10/5/05	1574746
Security Life	10/5/05	1574747
Security Life	10/5/05	1574748
West Coast Life	3/1/02	ZUA388894
West Coast Life	3/1/02	ZUA388895
West Coast Life	3/1/02	ZUA388896
West Coast Life	3/1/02	ZUA388897
West Coast Life	3/1/02	ZUA388898
West Coast Life	3/1/02	ZUA388899
West Coast Life	3/1/02	ZUA388900
West Coast Life	3/1/02	ZUA388901
West Coast Life	3/1/02	ZUA388902
West Coast Life	3/1/02	ZUA388903
West Coast Life	3/1/02	ZUA388904
West Coast Life	3/1/02	ZUA388905
West Coast Life	3/1/02	ZUA388906
West Coast Life	3/1/02	ZUA388907
West Coast Life	3/1/02	ZUA388908
West Coast Life	10/28/02	ZUA391492
West Coast Life	10/28/02	ZUA391493



Carrier	Issue Date	Policy #
Mass Mutual	3/28/03	0056692
Mass Mutual	3/28/03	0056693
Mass Mutual	3/28/03	0056694
Mass Mutual	3/28/03	0056695
Mass Mutual	3/28/03	0056696
Mass Mutual	3/28/03	0056697
Mass Mutual	3/28/03	0056699
Mass Mutual	3/28/03	0056700
Mass Mutual	3/28/03	0056701
Mass Mutual	3/28/03	0056702
Mass Mutual	3/28/03	0056703
Mass Mutual	6/6/03	0058997
Mass Mutual	6/6/03	0058998
Mass Mutual	6/6/03	0058999
Mass Mutual	6/6/03	0059000
Mass Mutual	6/6/03	0059001
Mass Mutual	6/6/03	0059002
Mass Mutual	6/6/03	0059003
Mass Mutual	6/6/03	0059004
Mass Mutual	6/6/03	0059005
Mass Mutual	6/6/03	0059006
Mass Mutual	6/6/03	0059007
Mass Mutual	6/6/03	0059008
Mass Mutual	8/2/05	0068432
Mass Mutual	8/2/05	0068433
Mass Mutual	8/2/05	0068434
Mass Mutual	8/2/05	0068435
Mass Mutual	8/2/05	0068436
Mass Mutual	8/2/05	0068437
Mass Mutual	8/2/05	0068438
Mass Mutual	8/2/05	0068439
Mass Mutual	8/2/05	0068440
Mass Mutual	8/2/05	0068441
Mass Mutual	8/2/05	0068442
Mass Mutual	8/2/05	0068443
Mass Mutual	8/2/05	0068444
Mass Mutual	8/2/05	0068445
Mass Mutual	8/2/05	0068446
Mass Mutual	8/2/05	0068447
Mass Mutual	8/2/05	0068448
Mass Mutual	8/2/05	0068449
Mass Mutual	8/2/05	0068450
Mass Mutual	8/2/05	0068451
Mass Mutual	8/2/05	0068452
Mass Mutual	8/2/05	0068453
Mass Mutual	8/2/05	0068454
Mass Mutual	8/2/05	0068455
Mass Mutual	8/2/05	0068456
Mass Mutual	8/2/05	0068457
Mass Mutual	8/2/05	0068458
Mass Mutual	8/2/05	0068459
Mass Mutual	8/2/05	0068460
Mass Mutual	8/2/05	0068461
Mass Mutual	8/2/05	0068462
Mass Mutual	8/2/05	0068463
Mass Mutual	8/2/05	0068464
Mass Mutual	8/2/05	0068465
Mass Mutual	8/2/05	0068466
Mass Mutual	8/2/05	0068467
Mass Mutual	8/2/05	0068468
Mass Mutual	8/2/05	0068469
Mass Mutual	8/2/05	0068470
Mass Mutual	8/2/05	0068471
Mass Mutual	8/2/05	0068472
Mass Mutual	8/2/05	0068473
Mass Mutual	8/2/05	0068474

Carrier	Issue Date	Policy #
West Coast Life	10/28/02	ZUA391494
West Coast Life	10/28/02	ZUA391495
West Coast Life	10/28/02	ZUA391496
West Coast Life	6/5/03	ZUA395362
West Coast Life	6/5/03	ZUA395363
West Coast Life	6/5/03	ZUA395364
West Coast Life	6/5/03	ZUA395365
West Coast Life	6/5/03	ZUA395366
West Coast Life	6/5/03	ZUA395367
West Coast Life	6/5/03	ZUA395368
West Coast Life	6/5/03	ZUA395369
West Coast Life	6/5/03	ZUA395370
West Coast Life	6/5/03	ZUA395371
West Coast Life	6/5/03	ZUA395372
West Coast Life	6/5/03	ZUA395373
West Coast Life	6/5/03	ZUA395374
West Coast Life	6/5/03	ZUA395375
West Coast Life	6/5/03	ZUA395376
West Coast Life	6/5/03	ZUA395381
West Coast Life	6/5/03	ZUA395382
West Coast Life	6/5/03	ZUA395383
West Coast Life	6/5/03	ZUA395384
West Coast Life	6/5/03	ZUA395385
West Coast Life	6/5/03	ZUA395386
West Coast Life	6/5/03	ZUA395387
West Coast Life	6/5/03	ZUA395388
West Coast Life	6/5/03	ZUA395389
West Coast Life	6/5/03	ZUA395390
West Coast Life	5/28/04	ZUA401062

Carrier	Issue Date	Policy #
Mass Mutual	8/2/05	0068475
Mass Mutual	8/2/05	0068476
Mass Mutual	8/2/05	0068477
Mass Mutual	8/2/05	0068478
Mass Mutual	8/2/05	0068479
Mass Mutual	8/2/05	0068480
Mass Mutual	8/2/05	0068481
Mass Mutual	8/2/05	0068482
Mass Mutual	8/2/05	0068483
Mass Mutual	8/2/05	0068484
Mass Mutual	8/2/05	0068485
Mass Mutual	8/2/05	0068486
Mass Mutual	8/2/05	0068487
Mass Mutual	8/2/05	0068488
Mass Mutual	8/2/05	0068489
Mass Mutual	8/2/05	0068490
Mass Mutual	8/2/05	0068491
Mass Mutual	8/2/05	0068492
Mass Mutual	8/2/05	0068493
Mass Mutual	8/2/05	0068494
Mass Mutual	8/2/05	0068495
Mass Mutual	8/2/05	0068496
Mass Mutual	8/2/05	0068497
Mass Mutual	8/2/05	0068498
Mass Mutual	8/2/05	0068499
Mass Mutual	8/2/05	0068500
Mass Mutual	8/2/05	0068501
Mass Mutual	8/2/05	0068502
Mass Mutual	8/2/05	0068503
Mass Mutual	8/2/05	0068504
Mass Mutual	8/2/05	0068505
Mass Mutual	8/2/05	0068506
Mass Mutual	8/2/05	0068507
Mass Mutual	8/2/05	0068508
Mass Mutual	8/2/05	0068509
Mass Mutual	8/2/05	0068510
Mass Mutual	8/2/05	0068511
Mass Mutual	8/2/05	0068512
Mass Mutual	8/2/05	0068513
Mass Mutual	8/2/05	0068514
Mass Mutual	8/2/05	0068515
Mass Mutual	8/2/05	0068516
Mass Mutual	8/2/05	0068517
Mass Mutual	8/2/05	0068518
Mass Mutual	8/2/05	0068519
Mass Mutual	8/2/05	0068520
Mass Mutual	8/2/05	0068521
Mass Mutual	8/2/05	0068522
Mass Mutual	8/2/05	0068523
Mass Mutual	8/2/05	0068524
Mass Mutual	8/2/05	0068525
Mass Mutual	8/2/05	0068526
Mass Mutual	8/2/05	0068527
Mass Mutual	8/2/05	0068528
Mass Mutual	8/2/05	0068529
Mass Mutual	8/2/05	0068530
Mass Mutual	8/2/05	0068531
Mass Mutual	8/2/05	0068532
Mass Mutual	8/2/05	0068533
Mass Mutual	8/2/05	0068534
Mass Mutual	8/2/05	0068535
Mass Mutual	8/2/05	0068536
Mass Mutual	8/2/05	0068537
Mass Mutual	8/2/05	0068538
Mass Mutual	8/2/05	0068539
Mass Mutual	8/2/05	0068540

Carrier	Issue Date	Policy #
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<b>Carrier</b>	<b>Issue Date</b>	<b>Policy #</b>
Mass Mutual	3/28/06	0070249
Mass Mutual	3/28/06	0070250

<b>Carrier</b>	<b>Issue Date</b>	<b>Policy #</b>
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**EXHIBIT “P”**

**DEFERRED COMPENSATION, OTHER NON-QUALIFIED PLANS,  
AND SPLIT DOLLAR LIABILITIES**

Plan Name (Abbreviated)	Description
American Savings Bank - DCP	American Savings Bank, F.A. Executive Compensation Program's Deferred Compensation Plan
American Savings Bank - SERP	American Savings Bank, F.A. - Executive Compensation Program's - Supplemental Executive Retirement Plan 1 - Executive Vice Presidents and Above
Coast Federal Bank - Directors	Directors' Benefit and Retirement Plan of Coast Federal Savings Bank
Coast Federal Bank - Officers	Have not received plan documents or individual contracts.
Coast Federal Bank - SERP	Supplemental Executive Retirement Plan of Coast Federal Bank
Dime - Benefit Restoration Plan	Benefit Restoration Plan of The Dime Savings Bank of New York, FSB
Dime - Dir. Ret. Cont.	Retainer Continuation Plan for Independent Directors of The Dime Savings Bank of New York, FSB
Dime - EVP SERP	Dime Bancorp, Inc. - Supplemental Executive Retirement Plan
Dime - NAMCO SERP	North American Mortgage Company - Supplemental Executive Retirement Plan
Dime – Stock Memo DCP	Dime Bankcorp, Inc. - Stock Memo Deferred Compensation Plan
Dime - Vol. DCP DC	Dime Bancorp, Inc. - Voluntary Deferred Compensation Plan
Dime - Vol. DCP Dir BTA	PROVISION WITHIN THE: Dime Bancorp, Inc. - Voluntary Deferred Compensation Plan for Directors
Dime - Vol. DCP Directors	Dime Bancorp, Inc. - Voluntary Deferred Compensation Plan for Directors

Plan Name (Abbreviated)	Description
Great Western - DC Make-up	PROVISION WITHIN THE: Great Western Financial Corporation - Deferred Compensation Plan
Great Western - DCP Roll-in	Great Western Financial Corporation - Deferred Compensation Plan
Great Western - DCP-MLC	Great Western Financial Corporation - Deferred Compensation Plan
Great Western - DCP-S&C	Great Western Financial Corporation - Deferred Compensation Plan
Great Western - DCP-SO	Great Western Financial Corporation - Senior Officers' Deferred Compensation Plan
Great Western - Dir DCP	Great Western Financial Corporation - Directors' Deferred Compensation Plan
Great Western - Dir. Retirement	Great Western Financial Corporation Retirement Plan for Directors
Great Western - ESIP	Great Western Supplemental Incentive Plan
Great Western - GMS	Great Western - GMS
Great Western - Gratuitous	Great Western - Gratuitous
Great Western - Restoration	Great Western - Retirement Restoration Plan
Great Western - SERP	Great Western - Supplemental Executive Retirement Plan
Pacific First Bank - SERP	Pacific First Federal Savings Bank - Supplemental Executive Retirement Plan
Providian - DCP	Providian Financial Corporation Deferred Compensation Plan
Providian - Individual Contract	Separation and Consulting Agreement - Julie Montanari
CCBI	CCBI Split Dollar Liabilities

Plan Name (Abbreviated)	Description
Dime KERP	Dime Key Executive Life Plan (Split Dollar Liabilities)
ASB ELIP	American Savings Bank Executive Life Insurance Plan (Split Dollar Liabilities)
Individual Contracts (Last Name, First, Descrip)	Bogue, Alice - Old WaMu Pension
Individual Contracts (Last Name, First, Descrip)	Calderhead, William - Old WaMu Pension
Individual Contracts (Last Name, First, Descrip)	Calderhead, James - Old WaMu Pension
Individual Contracts (Last Name, First, Descrip)	Fine-Eckley, Norma - Old WaMu Pension
Individual Contracts (Last Name, First, Descrip)	Newbould, Barbara - Old WaMu Pension
Individual Contracts (Last Name, First, Descrip)	Pirozuk, Avon - Old WaMu Pension
Individual Contracts (Last Name, First, Descrip)	Wood, Naomi - Old WaMu Pension
Individual Contracts (Last Name, First, Descrip)	Arneson, Louise - GWSB Ret. Check
Individual Contracts (Last Name, First, Descrip)	Relf, Daniel - Supp. Agreement
Individual Contracts (Last Name, First, Descrip)	Relf, Marilyn - Supp. Agreement
Individual Contracts (Last Name, First, Descrip)	Nocella, Anthony - Exec. Sev
Individual Contracts (Last Name, First, Descrip)	Mcclaskey, Eleanor - Shoreline Bank

Plan Name (Abbreviated)	Description
Individual Contracts (Last Name, First, Descrip)	Lasker, Cynthia - GW Def Dir's Fees
Individual Contracts (Last Name, First, Descrip)	Burkholder, Barry - Bank United SERP
CCBI Individual Contracts (Last Name, First, Descrip)	Broadley, David - Executive Salary Continuation Agreement
CCBI Individual Contracts (Last Name, First, Descrip)	Daley, James - Salary Continuation Agreement
CCBI Individual Contracts (Last Name, First, Descrip)	Sanchez, Richard - Salary Continuation Agreement
Dime Individual Contracts (Last Name, First, Descrip)	Large, James -
Dime Individual Contracts (Last Name, First, Descrip)	Sapanski, John W.
Dime Individual Contracts (Last Name, First, Descrip)	Albright, Harry W.
Dime Individual Contracts (Last Name, First, Descrip)	Harden, Diana
Dime Individual Contracts (Last Name, First, Descrip)	Parsons, Richard



**EXHIBIT “Q”**  
**WMI RABBI TRUST**

Rabbi Trust  
HF Ahmanson

Trustee Bank  
Union Bank

**EXHIBIT “R”**  
**WMI BOLI/COLI Assets**

<u>Carrier/Policies</u>	<u>Policy Owner</u>	<u>Trustee</u>
Pacific Life	WMI Revocable Trust	BNYM Delaware
8168A		
8176A		
8171A		
7856A		
8177B		
8167A		
7361A		
7729A		
7362A		
7364A		
7660A		
8184A		
7659A		
7658A		
7675A		
Pacific Life (SELIP – Collateral Assignment)		
7363A		
7860A		
7892A		
7664A		
Prudential (SELIP – Collateral Assignment)		
R7227222		
CIGNA (ELIP) WMI		
ENZ522		

**EXHIBIT “S”**

**FORMS OF PENSION PLAN AMENDMENTS**

## **WAMU PENSION PLAN**

### **Amendment No. 13**

WHEREAS, Washington Mutual, Inc. (the “Company”) sponsors and maintains the WaMu Pension Plan, as amended and restated effective October 1, 1998, and as subsequently amended (the “Plan”); and

WHEREAS, the Company has the right to amend the Plan pursuant to Section 12.1 of the Plan; and

WHEREAS, the Company desires to amend the Plan as set forth below:

NOW, THEREFORE, the Plan is hereby amended, effective as of the dates indicated below, as follows:

1. Effective as of September 25, 2008, the Preamble is amended to add the following paragraph at the end thereof:

Effective as of September 25, 2008, the Plan was amended to permit JPMorgan Chase Bank, N. A. (“JPMC”) to become a contributing employer to the Plan so that employees of the Company and Related Employers who became employees of JPMC in connection with JPMC’s purchase of certain assets, pursuant to the Purchase and Assumption Agreement dated as of September 25, 2008 (the “P&A”), by and among the Federal Deposit Insurance Corporation, as receiver of Washington Mutual Bank, JPMC and the Federal Deposit Insurance Corporation, could continue as participants in the Plan. As of [date], JPMC became the sponsor of the Plan, and is solely authorized to amend and restate the plan as it deems appropriate on and after such date.

2. Effective as of September 25, 2008, the Plan is amended to add the following new Article 17:

### **ARTICLE 17**

#### **MULTIPLE EMPLOYER PROVISIONS**

##### **17.1 Multiple Employer Plan.**

Effective as of September 25, 2008, JPMC adopted the Plan for the benefit of Contributing Employer Employees and became a Contributing Employer hereunder. The purpose of this Article 17 is to set forth the special provisions that apply to all individuals who were participating in the Plan on September 24, 2008, and who became Contributing Employer Employees on September 25, 2008, so that JPMC may adopt the Plan and become a Contributing Employer in the Plan. The eligibility requirements

set forth in Article 3 and all other benefits, rights and features available to Participants under the Plan shall be construed to apply to Contributing Employer Employees who participate in the Plan.

17.2 Definitions.

- a. “Contributing Employer” means JPMC, who with the consent of the Company, adopted the Plan with effect from September 25, 2008, for the benefit of the Contributing Employer Employees.
- b. “Contributing Employer Employee” means any employee of the Company and Related Employers who became employees of JPMC in connection with the transactions contemplated by the P&A. The term shall also include employees hired by JPMC after the date of the P&A to perform services at former facilities of Washington Mutual Bank. In addition, the term shall include any Leased Employee that Code section 414(n) requires the Contributing Employer to treat as an employee, but only to the extent coverage of such leased employee is necessary to maintain the qualification of the Plan.

17.3 Service.

For purposes of vesting and benefits, a Contributing Employer Employee shall be credited with all service with the Company and Related Employers as recognized under the Plan as of September 25, 2008, and service with the Contributing Employer on and after September 25, 2008.

17.4 Testing.

The limitation on benefits described in Code section 415 shall be applied with respect to the Plan as a whole, without regard to a Participant’s employment by the Employer or the Contributing Employer. The tests and requirements listed below apply separately for the Employer and the Contributing Employer:

- (i) Nondiscrimination testing as described in Code section 401(a)(4) and the applicable regulations;
- (ii) Coverage testing as described in Code section 410(b) and the applicable regulations;
- (iii) Top heavy testing as described in Code section 416 and the applicable regulations; and
- (iv) The minimum funding requirement and the deduction limitation described in Code sections 412 and 404 and the applicable regulations.

17.5 Accounts and Distributions.

The Account of a Contributing Employer Employee shall include any amounts credited to the Account on behalf of such individual by the Contributing Employer and the Employer, if any. For purposes of Articles 6 and 7, a Participant shall not be entitled to a distribution of his or her Vested Accrued Benefits unless such individual has a severance from employment and is not rehired by the Contributing Employer or Employer.

This Amendment No. 13 is adopted and executed this \_\_\_\_ day of \_\_\_\_\_, 2010.

WASHINGTON MUTUAL, INC.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



**AMENDMENT  
TO THE  
RETIREMENT INCOME PLAN FOR SALARIED EMPLOYEES  
OF LAKEVIEW SAVINGS BANK**

The Retirement Income Plan for Salaried Employees of Lakeview Savings Plan (the "Plan") is hereby amended by adding the following at the end of Article I, effective **[date]**:

- 1.1.5 Plan Sponsorship. As of **[date]**, JPMorgan Chase Bank, N.A., is the sponsor of the Plan, and is solely authorized to amend and restate the Plan as it deems appropriate on and after such date.

This Amendment is adopted and executed this \_\_\_\_ day of \_\_\_\_\_, 2010.

WASHINGTON MUTUAL, INC.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT “T”**  
**FORM OF PENSION PLAN CONSENTS**

**ASSIGNMENT  
Of  
MASTER TRUST AGREEMENT  
Between  
WASHINGTON MUTUAL, INC.  
And  
JPMORGAN CHASE BANK, N.A.**

Washington Mutual, Inc. ("WMI"), as sponsor of the WaMu Pension Plan and the Retirement Income Plan for Salaried Employees of Lakeview Savings Bank (collectively, the "Plans"), and JPMorgan Chase Bank, N. A. ("Trustee"), entered into a master trust agreement, effective December 1, 2004 ("Master Trust Agreement"), pursuant to which Trustee agreed to provide services as trustee of the Plans. JPMorgan Chase Bank, N.A. ("JPMC") became the sponsor of the Plans on [date].

WMI hereby assigns all its rights, duties and obligations under the Master Trust Agreement to JPMC, as sponsor of the Plans, as of [date].

WASHINGTON MUTUAL, INC.

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

JPMorgan Chase Bank, N. A., as Trustee of the Plans, hereby consents to this Assignment.

JPMORGAN CHASE BANK, N. A.

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

JPMorgan Chase Bank, N.A., as sponsor of the Plans, hereby consents to this Assignment.

JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT “U”**

**PRE-EFFECTIVE DATE CONTRACTS**

**(Software Licenses)**

<b>Counterparty</b>	<b>Title of Agreement</b>	<b>Date of Agreement</b>
Aptare, Inc.	Software License Agreement	12/16/2005
BMC Software Distribution, Inc., formerly known as Marimba, Inc.	Customer Solutions Agreement SOW #4900S30044	6/19/2000
BMC Software Distribution, Inc., formerly known as Marimba, Inc.	Marimba, Inc. Add Product Schedule	4/26/2001
BMC Software Distribution, Inc., formerly known as Marimba, Inc.	Amendment to Agreement and Product Order Form #WASH-RXS-103103	12/31/2003
BMC Software Distribution, Inc., formerly known as Marimba, Inc.	Marimba Software License Agreements Amendment to Software License Agreement	6/30/2003 1/31/2007
BMC Software Distribution, Inc., formerly known as Peregrine.	End User Software License Agreement between Peregrine Systems, Inc. and Washington Mutual Bank; together with Exhibits A-D & Schedule 1 to Exhibit C	6/30/2001
	Amendment 1 to the End User License and Maintenance Agreement between BMC Software Distribution, Inc. and Washington Mutual, Inc.	8/28/2003
	Schedule A-2 to Exhibit C	9/6/2003
Carreker, Inc.	Software License Agreement	8/22/2006
Centerprise Services Inc.	Software License and Services Agreement	7/14/2005
Cibar, Inc.	Software License Agreement	6/16/2003,
	Global Trade Services Software System Software Support Agreement	6/2/2003
Citrix Systems Inc.	Master Software License Agreement	3/30/2006
Compuware Corporation	Permanent License Agreement For Proprietary Software Products & Maintenance between Compuware Corporation and Washington Mutual Savings Bank	5/13/1986
	Assignment of License between Compuware Corporation and Washington Mutual Savings Bank	12/20/1994
	Amendment to Permanent License Agreement For Proprietary Software & Maintenance No. 2417 between Compuware Corporation and Washington Mutual, Inc.	9/10/02
	Enterprise Schedule No. Eight	9/9/2002
	Product Schedule No. Eight-A	6/30/2005
	Product Schedule No. Thirty-Seven	9/16/2007
Hyperion Software Operations, Inc.	Hyperion Software License Agreement	5/1/1998
Hyperion Solutions Corporation	Software Licenses and Services Agreement	9/6/2005
Oracle formerly known as Oblix, Inc.	Oblix Netpoint Software License Agreement	5/24/2002
	Statement of Work SOW #WAMU-003	5/24/2002
	Exhibit A-2	7/28/2004
Prime Associates, Inc. also known as Metavante Corporation	Software License Agreement No 12901	10/31/2003
Quest Software, Inc.	Quest Software Master License Agreement, Attending Schedules	3/8/2001
	Addendum	12/3/2002
	Second Addendum	12/22/2004
	Amendment 3	12/20/2007
Sterling Commerce (America), Inc.	Universal Software License Agreement	9/1/2005
	Schedule No. Opportunity No. 782615	6/8/2006
	Schedule No. Opportunity No. 801345	10/31/2007
Sun Microsystems, Inc.	Sun Worldwide Agreement Master Terms, Maintenance, Services	2/1/2000
	Exhibit A to Master Terms– Sun End Use Software Products	2/7/2000
	Exhibit B to Master Terms – Sun Maintenance	2/7/2000
Supportsoft Inc.	SupportSoft, Inc. Software License Agreement Order Form Agreement #DIR-WAS-052903	9/4/2003

<b>Counterparty</b>	<b>Title of Agreement</b>	<b>Date of Agreement</b>
	Exhibit A – Product Specific License terms and Conditions Exhibit B – SupportSoft’s General License Terms and Conditions Exhibit C – Support and maintenance Policy Exhibit D – Master Preferred Escrow Agreement (effective 6/18/2003) Exhibit E – Statement of Work	
Symantec	Elite Program Master Contract between Washington Mutual Bank and Symantec	3/28/2003
	Elite Program Master Contract Renewal Agreement between Washington Mutual, Inc. and Symantec Corp	9/29/2006
	Elite Program Changes Addendum to the Master Contract Renewal Agreement between Washington Mutual, Inc.	9/29/2006
	Installment Addendum (Direct) between Washington Mutual Bank and Symantec	6/30/2008
Veritas Software Global Corporation (Symantec Corporation)	Software License and Services Agreement	11/30/2004
Veritas Software Global Corporation (Symantec Corporation)	Software License and Services Agreement	8/29/2000
Virtual Premise, Inc.	Virtual Premise Software License and Application Services Agreement, as amended, and all Schedules	3/4/2002
Witness Systems, Inc. Also known as Verint Americas	Software License and Services Master Agreement	12/20/2001
	Statement of Work Exhibit A (SOW #1) to SLSMA	12/24/2003
	First Amendment to Software License and Service Master Agreement	12/28/2006
	Second Amendment to Software License and Service Master Agreement w/ Exhibits A-E	4/1/2007
	Work Schedule WES-40267 (SOW #2)	6/15/2007

**(Service Contracts)**

<b>Counterparty</b>	<b>Title of Agreement</b>	<b>Date of Agreement</b>
Appraisal.com	Appraisal.Com Master Services Agreement	7/12/2004
Corporate Services, Inc.	Services Agreement between Washington Mutual, Inc. and Corporate Services, Inc.	2/7/2005
	Amendment to Services Agreement between Washington Mutual Bank and Corporate Services, Inc	12/9/2005
	Second Amendment to Services Agreement between Washington Mutual Bank and Corporate Services, Inc.	7/19/2006
	Notice of Extension Letter between Washington Mutual Bank and Corporate Services, Inc	1/9/2007
FT Interactive Data	Service Agreement for North America Customers,	1/1/2003
	Addendum to Service Agreement	1/1/2003
	Fund Run Schedule of Data Services	1/1/2003
	Addendum to FundRun Schedule	1/1/2003
	First Amendment to the Services Agreement	3/23/2006
	First Amendment to FundRun Schedule	3/23/2006
HumanConcepts LLC formerly known as Vurv Technology, Inc.	RemotePlus Data and Data Delivery Service Schedule	3/23/2006
	End User Access and Usage License Agreement	11/17/2004
	Professional Services Agreement	11/17/2004
	First Amendment to Professional Services Agreement	6/29/2007
National Field Representatives, Inc.	Property Inspection and Preservation Contract	12/3/2001
Paradigm DKD Tax Group LLC	Consulting Services Agreement	1/25/2005

<b>Counterparty</b>	<b>Title of Agreement</b>	<b>Date of Agreement</b>
Service Communications, Inc.	Master Telecommunications Cabling Service Agreement (and Schedules)	3/7/2005
Union Bank of California, N.A.	Agreement and Amendment to Amended and Restated Umbrella Trust Agreement	11/23/2007
	Letter-Dime Umbrella Trust Insurance Premium Payment Authorization.	11/30/2007
Wolters Kluwer Financial Services, Inc.	Master Services Agreement	2/16/2007
	Schedule A- Form of Statement of Work	2/16/2007
	Schedule B-1-License Schedule for Electronic Mortgage Forms between Wolters Kluwer Financial Services, Inc. and Washington Mutual Bank.	2/16/2007
	Schedule B-2- Custom Library Services between Wolters Kluwer Financial Services, Inc. and Washington Mutual Bank	2/16/2007
	Certified return receipt letter for Partial cancellation of Schedule B2- to Wolters Kluwer Financial Services Inc.	3/14/2008
	Schedule B-3- License Schedule for CCH Policies & Procedures between Wolters Kluwer Financial Services, Inc. and Washington Mutual Bank	10/15/2007

### (Equipment Contracts)

<b>Counterparty</b>	<b>Title of Agreement</b>	<b>Date of Agreement</b>
Hewlett-Packard Company	HP Business Terms	11/1/2002
	First Amendment to HP Business Terms (HP Agreement No. A4W54)	4/26/2007
	Single Use HP Nonstop Product Terms	4/30/2007
NCR Corporation	Teradata Products Universal Agreement	3/7/2007
F5 Networks Inc.	F5 Networks Maintenance Agreement	10/30/2004
Lanier Worldwide Inc.	Product & Services Agreement	4/18/2006
Ricoh Americas Corporation	Product and Services Agreement	4/18/2006
	First Amendment to the Product and Services Agreement	10/16/2006

**EXHIBIT “V”**  
**INTERCOMPANY NOTES**



- a. \$82,048,081 under that certain Revolving Master Note, dated as of December 22, 2005, by and between WMB, as borrower, and H.S. Loan Corporation, as lender. H.S. Loan Corporation is a subsidiary of WMI, in which WMB owns 1.33%.
- b. \$73,670,153 under that certain Revolving Master Note, dated as of December 22, 2005, by and between WMB, as borrower, and WM Citation Holdings, LLC (as successor to H.S. Loan Partners), as lender. WM Citation Holdings, LLC is a wholly-owned subsidiary of WMI.
- c. \$7,781,240 under that certain Revolving Master Note, dated as of February 11, 2005, by and between WMB, as borrower, and WMHFA Delaware Holdings LLC, as lender. WMHFA Delaware Holdings LLC is an indirect, wholly-owned subsidiary of WMI.
- d. \$13,576,245 under that certain Registered Security, Note A, dated as of December 17, 2004, by and between University Street, Inc., as payor and predecessor in interest to WMB, and WM Citation Holdings, LLC (as successor to WMRP Delaware Holdings LLC), as payee, and predecessor in interest to PCA Asset Holdings LLC. This Promissory Note is recorded on WMI's consolidated books and records as an obligation owed by WMB to WM Citation Holdings, LLC, a subsidiary of WMI.

**EXHIBIT “W”**

**TRANSFERRED INTELLECTUAL PROPERTY**

## Part I: Trademarks

Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
ACCOUNT AUTOGRAPH	United States	036 045	Washington Mutual, Inc.	78/856,967	4/7/2006	3,482,346	8/5/2008
ADVANTAGE 90	United States	036	Washington Mutual, Inc.	75/682,322	4/13/1999	2,424,035	1/23/2001
AMERICA'S LENDING LEADER	United States	036	Washington Mutual, Inc.	78/173,277	10/10/2002	2,877,044	8/24/2004
ANOTHER SMALL REVOLUTION IN BANKING	United States	036	Washington Mutual, Inc.	78/975,175	4/10/2002	2,846,921	5/25/2004
BANK MINDED. WILD AT HEART.	United States	038	Washington Mutual, Inc.	77/273,622	9/6/2007		
BANK MINDED. WILD AT HEART.	United States	036	Washington Mutual, Inc.	77/273,618	9/6/2007		
BANK MINDED. WILD AT HEART.	United States	035	Washington Mutual, Inc.	77/273,615	9/6/2007		
BANK MINDED. WILD AT HEART.	United States	041	Washington Mutual, Inc.	77/273,623	9/6/2007		
BANK. SMILE. REPEAT.	United States	036	Washington Mutual, Inc.	78/922,095	7/3/2006		
BUSINESS BILL PAY	United States	036	Washington Mutual, Inc.	78/321,277	10/30/2003	2,996,170	9/13/2005
BUYSMART	United States	036	Washington Mutual, Inc.	78/791,708	1/13/2006	3,246,687	5/29/2007
BUYSMART	United States	035	Washington Mutual, Inc.	78/791,719	1/13/2006	3,264,430	7/17/2007
BUYSMART	United States	016	Washington Mutual, Inc.	78/791,730	1/13/2006	3,227,216	4/10/2007
CAN!	United States	036	Washington Mutual, Inc.	78/514,924	11/10/2004	3,172,221	11/14/2006
CAN!	United States	035	Washington Mutual, Inc.	78/514,920	11/10/2004	3,140,248	9/5/2006
CAN! (COMMITTED ACTIVE NEIGHBORS)	United States	035	Washington Mutual, Inc.	78/230,165	3/26/2003	2,960,902	6/7/2005
CAN! CASH	United States	035	Washington Mutual, Inc.	75/798,411	9/14/1999	2,782,175	11/11/2003
CAN! CASH	United States	036	Washington Mutual, Inc.	75/798,409	9/14/1999	2,782,174	11/11/2003
CAN! COMMITTED ACTIVE NEIGHBORS	United States	042	Washington Mutual, Inc.	75/798,257	9/14/1999	2,779,794	11/4/2003
CAN! COMMITTED ACTIVE NEIGHBORS	United States	035	Washington Mutual, Inc.	75/798,265	9/14/1999	2,466,550	7/3/2001
CAN! COMMITTED ACTIVE NEIGHBORS	United States	036	Washington Mutual, Inc.	75/798,259	9/14/1999	2,779,795	11/4/2003
COINHEAD	United States	041	Washington Mutual, Inc.	78/094,736	11/21/2001	3,104,567	6/13/2006
COINHEAD	United States	042	Washington Mutual, Inc.	78/094,737	11/21/2001	3,114,771	7/11/2006
COINHEAD	United States	036	Washington Mutual, Inc.	78/975,737	11/21/2001	2,937,042	3/29/2005
COINHEAD	United States	036	Washington Mutual, Inc.	78/975,636	11/21/2001	2,968,801	7/12/2005
COINHEAD	United States	016	Washington Mutual, Inc.	78/094,733	11/21/2001	3,177,596	11/28/2006
COINHEAD DESIGN	United States	036 042	Washington Mutual, Inc.	78/975,792	11/27/2001	2,929,894	3/1/2005
COINHEAD DESIGN	United States	041	Washington Mutual, Inc.	78/095,352	11/27/2001	2,925,700	2/8/2005
COINHEAD DESIGN	United States	036	Washington Mutual, Inc.	76/258,638	5/17/2001	2,569,903	5/14/2002
COINHEAD DESIGN	United States	016	Washington Mutual, Inc.	76/258,637	5/17/2001	2,540,354	2/19/2002
COLOR PLUM TRADE DRESS	United States	036	Washington Mutual, Inc.	76/388,007	3/28/2002	3,164,183	10/24/2006
EQUITY YOUR WAY	United States	036	Washington Mutual, Inc.	78/298,229	9/9/2003	3,169,358	11/7/2006
FREE CHECKING, FREE SMILES	United States	036	Washington Mutual, Inc.	78/975,324	8/8/2001	2,841,863	5/11/2004
FREEDOM FLYAWAY	Washington	041	Washington Mutual, Inc.	50980	6/26/2006	50980	8/3/2006
GRUBSTAKE	United States	041	Washington Mutual, Inc.	78/094,720	11/21/2001	3,013,731	11/8/2005
GRUBSTAKE	United States	042	Washington Mutual, Inc.	78/094,721	11/21/2001	3,011,924	11/1/2005
GRUBSTAKE	United States	016	Washington Mutual, Inc.	78/094,717	11/21/2001	3,011,923	11/1/2005
GRUBSTAKE	United States	036	Washington Mutual, Inc.	78/975,703	11/21/2001	2,921,804	1/25/2005
GRUBSTAKE Design	United States	016	Washington Mutual, Inc.	78/095,356	11/27/2001	2,981,659	8/2/2005
GRUBSTAKE Design	United States	036	Washington Mutual, Inc.	78/095,357	11/27/2001	3,032,741	12/20/2005
GRUBSTAKE Design	United States	041	Washington Mutual, Inc.	78/095,359	11/27/2001	3,032,742	12/20/2005
GRUBSTAKE Design	United States	042	Washington Mutual, Inc.	78/095,360	11/27/2001	3,032,743	12/20/2005
HOME CREST	United States	035 039	Washington Mutual, Inc.	78/287,724	8/14/2003		

Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
HOME CREST	United States	036	Washington Mutual, Inc.	78/287,725	8/14/2003	3,127,548	8/8/2006
HOME CREST INSURANCE SERVICES, INC. and Design	United States	036	Washington Mutual, Inc.	78/375,619	2/27/2004	3,127,626	8/8/2006
HOME OF THE FREE	United States	036	Washington Mutual, Inc.	78/065,637	5/24/2001	2,783,095	11/11/2003
HOME OF THE FREE	United States	042	Washington Mutual, Inc.	78/138,795	6/25/2002	2,841,601	5/11/2004
HOME OF THE FREE	United States	041	Washington Mutual, Inc.	78/138,800	6/25/2002	2,846,510	5/25/2004
HOME OF THE FREE	United States	036	Washington Mutual, Inc.	78/975,344	6/25/2002	2,857,016	6/22/2004
ID THEFT INSPECT	United States	036	Washington Mutual, Inc.	78/353,387	1/16/2004	3,048,704	1/24/2006
ID THEFT INSPECT	United States	035 045	Washington Mutual, Inc.	78/353,389	1/16/2004	3,048,705	1/24/2006
I'M WITH THE BANK	United States	038	Washington Mutual, Inc.	77/115,257	2/23/2007		
I'M WITH THE BANK	United States	036	Washington Mutual, Inc.	77/115,252	2/23/2007		
I'M WITH THE BANK	United States	041	Washington Mutual, Inc.	77/115,261	2/23/2007		
I'M WITH THE BANK	United States	035	Washington Mutual, Inc.	77/115,249	2/23/2007		
INSTANT BANKIFICATION	United States	045	Washington Mutual, Inc.	77/511,778	6/30/2008		
INSTANT BANKIFICATION	United States	036	Washington Mutual, Inc.	77/511,777	6/30/2008		
INSTANT BANKIFICATION	United States	035	Washington Mutual, Inc.	77/511,772	6/30/2008		
INSTANT CHECKING	United States	035 036	Washington Mutual, Inc.	77/170,872	5/2/2007		
INSTANT CLOSE	United States	036	Washington Mutual, Inc.	78/321,155	10/30/2003	3,276,108	8/7/2007
INVESTITO1	Canada	000	Washington Mutual, Inc.	1,070,760	8/11/2000	TMA631,756	2/2/2005
INVESTITO1	Community	036 038 042	Washington Mutual, Inc.	1804855	8/11/2000	1804855	12/19/2001
INVESTITO1.COM	Community	036 042	Washington Mutual, Inc.	001807551	8/14/2000	001807551	6/9/2004
INVESTING OURSELVES BUILDING BETTER COMMUNITIES	United States	041	Washington Mutual, Inc.	78/129,050	5/15/2002	3,060,814	2/21/2006
INVESTING OURSELVES BUILDING BETTER COMMUNITIES	United States	036	Washington Mutual, Inc.	78/129,049	5/15/2002	2,957,876	5/31/2005
INVESTING OURSELVES BUILDING BETTER COMMUNITIES	United States	035	Washington Mutual, Inc.	78/129,048	5/15/2002	2,949,586	5/10/2005
LEARN, EARN, SAVE	United States	041	Washington Mutual, Inc.	78/078,309	8/8/2001	3,149,337	9/26/2006
MAS INTERES HUMANO	United States	036	Washington Mutual, Inc.	78/976,977	8/28/2003	3,166,814	10/31/2006
MONEYMAX PLUS	California	036	Washington Mutual, Inc.	054428	1/22/2001	054428	1/25/2001
MONEYMAX PLUS	Idaho	036	Washington Mutual, Inc.	N/A	2/1/2001	16834	2/2/2001
MONEYMAX PLUS	Utah	036	Washington Mutual, Inc.	N/A	1/30/2001	4876347	2/2/2001
MORE HUMAN INTEREST	United States	036	Washington Mutual, Inc.	76/228,013	3/21/2001	3,042,121	1/10/2006
MULTIPAY	United States	036	Washington Mutual, Inc.	77/199,596	6/7/2007		
MUTUAL INTEREST	United States	016	Washington Mutual, Inc.	78/431,289	6/7/2004	3,160,012	10/17/2006
MY WAMU PERKS	United States	036	Washington Mutual, Inc.	77/475,589	5/15/2008		
MY WAMU PERKS	United States	035	Washington Mutual, Inc.	77/475,531	5/15/2008		
OCCASIO	United States	036	Washington Mutual, Inc.	76/155,069	10/27/2000	3,006,115	10/11/2005
OPTIMUM PRICING	United States	036	Washington Mutual, Inc.	78/664,950	7/6/2005	3,292,441	9/11/2007
OPTIS	Community	009 036 042	Washington Mutual, Inc.	1852680	9/13/2000	1852680	12/12/2001
OPTIS	United States	036	Washington Mutual, Inc.	76/975,761	3/15/2000	2,835,305	4/20/2004
PEOPLE ARE OUR FOUNDATION, SERVICE IS OUR PRIORITY Chinese C	United States	036	Washington Mutual, Inc.	76/276,930	6/25/2001	2,933,523	3/15/2005
PERSONAL BILL PAY	United States	036	Washington Mutual, Inc.	78/306,280	9/26/2003	2,990,743	8/30/2005
PERSONAL EQUITY MANAGER	United States	036	Washington Mutual, Inc.	78/305,006	9/24/2003	2,953,879	5/17/2005
PLATINUM PROTECT	United States	036	Washington Mutual, Inc.	77/377,955	1/22/2008		

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PLATINUM PROTECT	United States	035	Washington Mutual, Inc.	77/377,954	1/22/2008		
PLATINUM PROTECT	United States	009	Washington Mutual, Inc.	77/377,953	1/22/2008		
POWER OF YES, THE	Australia	036	Washington Mutual, Inc.	929041	10/2/2002	929041	4/27/2004
POWER OF YES, THE	New Zealand	036	Washington Mutual, Inc.	665725	10/1/2002	665725	2/3/2003
POWER OF YES, THE	United States	036	Washington Mutual, Inc.	75/545,591	8/31/1998	2,381,822	8/29/2000
PROTECTING WHAT MATTERS	United States	036	Washington Mutual, Inc.	78/219,101	2/26/2003	2,802,535	1/6/2004
PROTECTING WHAT MATTERS	United States	036	Washington Mutual, Inc.	78/258,972	6/5/2003	3,018,471	11/22/2005
PUT YOUR MONEY WHERE YOUR MOUSE IS	United States	036	Washington Mutual, Inc.	78/078,296	8/8/2001	3,117,803	7/18/2006
REAL INFORMATION	United States	035 036 045	Washington Mutual, Inc.	78/838,882	3/16/2006		
REAL PRIVACY	United States	036	Washington Mutual, Inc.	77/487,889	5/30/2008		
REAL PRIVACY	United States	045	Washington Mutual, Inc.	77/487,890	5/30/2008		
REAL PRIVACY	United States	035	Washington Mutual, Inc.	77/487,888	5/30/2008		
REAL PRIVACY PLUS	United States	045	Washington Mutual, Inc.	77/487,894	5/30/2008		
REAL PRIVACY PLUS	United States	035	Washington Mutual, Inc.	77/487,892	5/30/2008		
REAL PRIVACY PLUS	United States	036	Washington Mutual, Inc.	77/487,893	5/30/2008		
RETIREMENT MADE EASY	United States	036	Washington Mutual, Inc.	78/979,688	6/9/2006	3,416,280	4/22/2008
RETIREMENT MADE EASY	United States	041	Washington Mutual, Inc.	78/905,283	6/9/2006		
REWARDS YOU AND YOUR PET WILL LOVE	United States	035	Washington Mutual, Inc.	77/347,297	12/7/2007		
REWARDS YOU AND YOUR PET WILL LOVE	United States	036	Washington Mutual, Inc.	77/347,298	12/7/2007		
SAVINGS FOR SUCCESS	United States	036	Washington Mutual, Inc.	77/427,853	3/20/2008	3,608,303	4/21/2009
SHORTY	United States	042	Washington Mutual, Inc.	78/094,729	11/21/2001	3,036,404	12/27/2005
SHORTY	United States	041	Washington Mutual, Inc.	78/094,728	11/21/2001	3,013,732	11/8/2005
SHORTY	United States	036	Washington Mutual, Inc.	78/094,727	11/21/2001	3,007,727	10/18/2005
SHORTY	United States	036	Washington Mutual, Inc.	78/975,736	11/21/2001	2,934,264	3/15/2005
SHORTY	United States	036	Washington Mutual, Inc.	78/975,655	11/21/2001	2,921,803	1/25/2005
SHORTY	United States	016	Washington Mutual, Inc.	78/094,725	11/21/2001	3,046,707	1/17/2006
SHORTY	United States	016	Washington Mutual, Inc.	78/975,764	11/21/2001	2,934,266	3/15/2005
SHORTY DESIGN	United States	036	Washington Mutual, Inc.	78/975,859	11/27/2001	2,946,845	5/3/2005
SHORTY DESIGN	United States	041	Washington Mutual, Inc.	78/095,366	11/27/2001	3,036,406	12/27/2005
SHORTY DESIGN	United States	016	Washington Mutual, Inc.	78/095,363	11/27/2001	3,036,405	12/27/2005
SHORTY DESIGN	United States	042	Washington Mutual, Inc.	78/975,853	11/27/2001	2,935,580	3/22/2005
SIMPLE LOAN MANAGER	United States	036	Washington Mutual, Inc.	77/114,750	2/23/2007		
SIMPLE LOAN MANAGER	United States	042	Washington Mutual, Inc.	77/114,755	2/23/2007		
SIMPLE LOAN MANAGER	United States	009	Washington Mutual, Inc.	77/114,744	2/23/2007		
SMILE MAKER	United States	035	Washington Mutual, Inc.	77/280,365	9/14/2007	3,469,212	7/15/2008
SMILING ALL THE WAY TO THE BANK	United States	036	Washington Mutual, Inc.	78/641,622	6/1/2005	3,565,890	1/20/2009
SMILING ALL THE WAY TO THE BANK	United States	036	Washington Mutual, Inc.	77/489,156	6/2/2008	3,560,762	1/13/2009
SOLID START	United States	041	Washington Mutual, Inc.	78/503,991	10/21/2004	3,163,705	10/24/2006
SPOTLIGHT ON TEACHERS	United States	036	Washington Mutual, Inc.	78/975,342	5/10/2002	2,861,686	7/6/2004
SPOTLIGHT ON TEACHERS	United States	041	Washington Mutual, Inc.	78/975,343	5/10/2002	2,861,687	7/6/2004
THE BUCK-FIFTY STOPS HERE	United States	036	Washington Mutual, Inc.	76/116,050	8/24/2000	2,872,030	8/10/2004
THE CARD THAT REWARDS YOU AND YOUR PET.	United States	036	Washington Mutual, Inc.	77/341,656	11/30/2007		
THE CARD THAT REWARDS YOU AND YOUR PET.	United States	035	Washington Mutual, Inc.	77/341,651	11/30/2007		
TOUCHDOWNS FOR TOTS	United States	036	Washington Mutual, Inc.	78/780,489	12/23/2005	3,168,604	11/7/2006
TRUSTED BANKING	United States	036	Washington Mutual, Inc.	77/389,466	2/5/2008		

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TURN UP YOUR BANK	United States	036	Washington Mutual, Inc.	77/115,232	2/23/2007		
TURN UP YOUR BANK	United States	035	Washington Mutual, Inc.	77/115,268	2/23/2007		
TURN UP YOUR BANK	United States	038	Washington Mutual, Inc.	77/115,243	2/23/2007		
TURN UP YOUR BANK	United States	041	Washington Mutual, Inc.	77/115,241	2/23/2007		
W LOGO	Canada	000	Washington Mutual, Inc.	1,336,143	2/20/2007		
W LOGO	Canada	000	Washington Mutual, Inc.	1,408,827	8/20/2008		
W LOGO	Canada	000	Washington Mutual, Inc.	894,960	10/30/1998	TMA606,084	3/23/2004
W LOGO	Mexico	045	Washington Mutual, Inc.	840925	3/7/2007	1011603	11/16/2007
W LOGO	Mexico	016	Washington Mutual, Inc.	840927	3/7/2007	1016741	12/7/2007
W LOGO	Mexico	035	Washington Mutual, Inc.	840930	3/7/2007	1016742	12/7/2007
W LOGO	Mexico	041	Washington Mutual, Inc.	840926	3/7/2007	1107191	6/22/2009
W LOGO	Mexico	036	Washington Mutual, Inc.	840929	3/7/2007	1020059	1/21/2008
W LOGO	Mexico	035	Washington Mutual, Inc.	962873	9/23/2008		
W LOGO	Mexico	038	Washington Mutual, Inc.	956009	8/20/2008	1104668	6/10/2009
W LOGO	Mexico	009	Washington Mutual, Inc.	840928	3/7/2007	992763	7/16/2007
W LOGO	United States	036	Washington Mutual, Inc.	75/515,416	7/8/1998	2,588,771	7/2/2002
W LOGO	United States	009	Washington Mutual, Inc.	78/818,113	2/17/2006	3,510,022	9/30/2008
W LOGO	United States	036	Washington Mutual, Inc.	77/548,644	8/15/2008		
W LOGO	United States	036	Washington Mutual, Inc.	77/489,168	6/2/2008	3,560,767	1/13/2009
W LOGO	United States	035	Washington Mutual, Inc.	77/489,166	6/2/2008	3,560,766	1/13/2009
W LOGO	United States	036 045	Washington Mutual, Inc.	77/103,111	2/8/2007		
W LOGO	United States	036	Washington Mutual, Inc.	78/818,110	2/17/2006		
W LOGO	United States	035	Washington Mutual, Inc.	77/529,939	7/23/2008		
W LOGO	United States	041	Washington Mutual, Inc.	78/818,123	2/17/2006		
W LOGO	United States	036 038 041	Washington Mutual, Inc.	77/402,034	2/20/2008		
W LOGO II	Australia	036	Washington Mutual, Inc.	929039	10/2/2002	929039	4/27/2004
W LOGO II	Canada	000	Washington Mutual, Inc.	1,037,878	11/29/1999	TMA606,315	3/26/2004
W LOGO II	Canada	000	Washington Mutual, Inc.	891,859	9/30/1998	TMA623,122	10/21/2004
W LOGO II	Canada	000	Washington Mutual, Inc.	1,155,478	10/9/2002	TMA736,155	3/11/2009
W LOGO II	Community	009 035 036	Washington Mutual, Inc.	002878668	10/4/2002	002878668	11/18/2004
W LOGO II	Japan	036	Washington Mutual, Inc.	2002-089938	10/23/2002	4753769	3/5/2004
W LOGO II	New Zealand	036	Washington Mutual, Inc.	665724	10/1/2002	665724	2/3/2003
W LOGO II	United States	041	Washington Mutual, Inc.	76/155,532	10/27/2000	2,919,255	1/18/2005
W LOGO II	United States	036	Washington Mutual, Inc.	75/515,419	7/8/1998	2,478,344	8/14/2001
W LOGO II	United States	009 036	Washington Mutual, Inc.	75/714,879	5/27/1999	2,368,337	7/18/2000
W LOGO II	United States	035	Washington Mutual, Inc.	76/159,039	11/3/2000	2,847,884	6/1/2004
W LOGO II	United States	036	Washington Mutual, Inc.	78/129,390	5/16/2002	2,911,603	12/14/2004
W WASHINGTON & WATERMARK WALLPAPER BANNER DESIGN	United States	036	Washington Mutual, Inc.	76/387,923	3/28/2002	2,990,870	9/6/2005
W WASHINGTON MUTUAL CIRCLE Design	United States	009	Washington Mutual, Inc.	78/661,736	6/30/2005	3,313,767	10/16/2007
W WASHINGTON MUTUAL CIRCLE Design	United States	036	Washington Mutual, Inc.	78/661,742	6/30/2005	3,593,036	3/17/2009
WAMOOOLA	United States	028	Washington Mutual, Inc.	78/428,943	6/2/2004	3,130,751	8/15/2006
WAMOOOLA FOR COMMUNITIES	United States	036	Washington Mutual, Inc.	78/465,513	8/11/2004	3,127,786	8/8/2006
WAMOOOLA FOR L.I.F.E.	United States	041	Washington Mutual, Inc.	78/428,940	6/2/2004	3,018,739	11/22/2005
WAMOOOLA FOR L.I.F.E.	United States	036	Washington Mutual, Inc.	78/428,939	6/2/2004	3,169,485	11/7/2006

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WAMOOOLA FOR SCHOOLS	United States	036	Washington Mutual, Inc.	78/354,840	1/21/2004	3,139,843	9/5/2006
WAMOOOLA FOR SCHOOLS	United States	009	Washington Mutual, Inc.	78/354,838	1/21/2004	3,169,399	11/7/2006
WAMOOOLA FOR SCHOOLS	United States	036	Washington Mutual, Inc.	75/763,731	7/29/1999	2,496,917	10/9/2001
WAMOVE-IT	United States	036	Washington Mutual, Inc.	78/435,686	6/15/2004	3,130,764	8/15/2006
WAMU	Australia	036	Washington Mutual, Inc.	929037	10/2/2002	929037	5/22/2003
WAMU	Canada	000	Washington Mutual, Inc.	1,408,828	8/20/2008		
WAMU	Canada	000	Washington Mutual, Inc.	1,335,316	2/14/2007		
WAMU	Canada	000	Washington Mutual, Inc.	1,037,879	11/29/1999	TMA622,822	10/19/2004
WAMU	Canada	000	Washington Mutual, Inc.	891,858	9/30/1998	TMA623,092	10/21/2004
WAMU	Community	009 035 036	Washington Mutual, Inc.	002878692	10/4/2002	002878692	1/17/2005
WAMU	Mexico	038	Washington Mutual, Inc.	956010	8/20/2008	1108925	7/6/2009
WAMU	Mexico	035	Washington Mutual, Inc.	835894	2/12/2007	1019718	1/17/2008
WAMU	Mexico	009	Washington Mutual, Inc.	835898	2/12/2007	989403	6/25/2007
WAMU	Mexico	045	Washington Mutual, Inc.	835891	2/12/2007	996034	8/3/2007
WAMU	Mexico	016	Washington Mutual, Inc.	835896	2/12/2007	1004053	9/26/2007
WAMU	Mexico	036	Washington Mutual, Inc.	835893	2/12/2007	990179	6/27/2007
WAMU	Mexico	041	Washington Mutual, Inc.	835892	2/12/2007	1055953	8/26/2008
WAMU	New Zealand	036	Washington Mutual, Inc.	666026	10/2/2002	666026	4/3/2003
WAMU	United States	036	Washington Mutual, Inc.	77/548,653	8/15/2008		
WAMU	United States	035	Washington Mutual, Inc.	77/529,937	7/23/2008		
WAMU	United States	036 038 041	Washington Mutual, Inc.	77/402,035	2/20/2008		
WAMU	United States	035 036	Washington Mutual, Inc.	75/523,268	7/22/1998	2,315,782	2/8/2000
WAMU	United States	036	Washington Mutual, Inc.	75/719,116	5/28/1999	2,483,253	8/28/2001
WAMU	United States	036	Washington Mutual, Inc.	77/489,165	6/2/2008	3,560,765	1/13/2009
WAMU	United States	035	Washington Mutual, Inc.	77/489,160	6/2/2008	3,560,763	1/13/2009
WAMU	United States	009	Washington Mutual, Inc.	78/980,580	8/21/2006	3,532,722	11/11/2008
WAMU	United States	036 045	Washington Mutual, Inc.	77/103,109	2/8/2007		
WAMU	United States	009	Washington Mutual, Inc.	78/956,846	8/21/2006		
WAMU	United States	036	Washington Mutual, Inc.	78/949,868	8/10/2006	3,538,957	11/25/2008
WAMU	United States	041	Washington Mutual, Inc.	78/953,663	8/16/2006		
WAMU	United States	041	Washington Mutual, Inc.	78/957,038	8/21/2006		
WAMU	United States	036	Washington Mutual, Inc.	78/957,035	8/21/2006		
WAMU	United States	016	Washington Mutual, Inc.	78/956,852	8/21/2006		
WAMU	United States	035	Washington Mutual, Inc.	78/956,855	8/21/2006		
WAMU 1031 EXCHANGE	United States	036	Washington Mutual, Inc.	78/949,867	8/10/2006	3,529,315	11/4/2008
WAMU 1031 EXCHANGE	United States	041	Washington Mutual, Inc.	78/953,666	8/16/2006	3,566,059	1/20/2009
WAMU BONUS BUCKS	United States	036	Washington Mutual, Inc.	77/142,554	3/28/2007		
WAMU BONUS BUCKS	United States	035	Washington Mutual, Inc.	77/142,563	3/28/2007		
WAMU CAPITAL	United States	036	Washington Mutual, Inc.	78/096,840	12/5/2001	3,268,921	7/24/2007
WAMU COMMUNITY ACCESS	United States	036	Washington Mutual, Inc.	77/155,453	4/12/2007	3,505,989	9/23/2008
WAMU DIRECT	Denmark	009 035 036	Washington Mutual, Inc.	200504868	11/7/2005	VR 2005	11/21/2005
WAMU DIRECT	United States	036	Washington Mutual, Inc.	78/661,728	6/30/2005	3,415,723	4/22/2008
WAMU EQUITY PLUS	United States	036	Washington Mutual, Inc.	78/649,678	6/13/2005	3,291,722	9/11/2007

Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
WAMU FREE CHECKING	United States	036	Washington Mutual, Inc.	77/496,903	6/11/2008	3,630,020	6/2/2009
WAMU FREE CHECKING	United States	036	Washington Mutual, Inc.	78/785,949	1/5/2006	3,473,838	7/22/2008
WAMU FREE CHECKING	United States	035	Washington Mutual, Inc.	77/496,898	6/11/2008	3,704,154	11/3/2009
WAMU FREE CHECKING	United States	045	Washington Mutual, Inc.	77/496,909	6/11/2008	3,564,336	1/20/2009
WAMU HOME LOANS	United States	036	Washington Mutual, Inc.	78/232,173	3/31/2003	2,879,308	8/31/2004
WAMU INCENT	United States	035	Washington Mutual, Inc.	77/547,682	8/14/2008		
WAMU INVESTMENTS	United States	036	Washington Mutual, Inc.	77/273,614	9/6/2007		
WAMU KIDS	United States	041	Washington Mutual, Inc.	78/227,487	3/19/2003	2,813,142	2/10/2004
WAMU KIDS	United States	036	Washington Mutual, Inc.	78/227,482	3/19/2003	2,813,141	2/10/2004
WAMU LIVE!	United States	036	Washington Mutual, Inc.	77/115,183	2/23/2007	3,599,069	3/31/2009
WAMU LIVE!	United States	041	Washington Mutual, Inc.	77/975,813	2/23/2007	3,522,371	10/21/2008
WAMU LIVE!	United States	038	Washington Mutual, Inc.	77/975,814	2/23/2007	3,518,040	10/14/2008
WAMU LIVE!	United States	035	Washington Mutual, Inc.	77/115,186	2/23/2007		
WAMU LIVE!	United States	038	Washington Mutual, Inc.	77/115,178	2/23/2007		
WAMU LIVE!	United States	041	Washington Mutual, Inc.	77/115,174	2/23/2007		
WAMU LIVE!	United States	035	Washington Mutual, Inc.	77/975,815	2/23/2007	3,522,372	10/21/2008
WAMU MORTGAGE PLUS	United States	036	Washington Mutual, Inc.	78/649,674	6/13/2005	3,291,721	9/11/2007
WAMU REAL REWARDS	United States	036	Washington Mutual, Inc.	77/109,922	2/16/2007	3,517,180	10/14/2008
WAMU REAL REWARDS	United States	035	Washington Mutual, Inc.	77/109,925	2/16/2007	3,517,181	10/14/2008
WAMU THEATER	United States	043	Washington Mutual, Inc.	77/194,309	5/31/2007	3,525,028	10/28/2008
WAMU THEATER	United States	035 041	Washington Mutual, Inc.	77/194,312	5/31/2007		
WAMU WITH W LOGO	Canada	000	Washington Mutual, Inc.	1,408,826	8/20/2008		
WAMU WITH W LOGO	Mexico	035	Washington Mutual, Inc.	956006	8/20/2008	1102754	5/28/2009
WAMU WITH W LOGO	Mexico	036	Washington Mutual, Inc.	956007	8/20/2008	1105359	6/12/2009
WAMU WITH W LOGO	Mexico	038	Washington Mutual, Inc.	956008	8/20/2008	1102755	5/28/2009
WAMU WITH W LOGO	United States	016	Washington Mutual, Inc.	78/971,677	9/11/2006		
WAMU WITH W LOGO	United States	009	Washington Mutual, Inc.	78/971,669	9/11/2006		
WAMU WITH W LOGO	United States	009	Washington Mutual, Inc.	78/980,556	9/11/2006	3,518,533	10/14/2008
WAMU WITH W LOGO	United States	035	Washington Mutual, Inc.	77/489,162	6/2/2008	3,560,764	1/13/2009
WAMU WITH W LOGO	United States	041	Washington Mutual, Inc.	78/971,691	9/11/2006		
WAMU WITH W LOGO	United States	035	Washington Mutual, Inc.	78/971,679	9/11/2006		
WAMU WITH W LOGO	United States	036 045	Washington Mutual, Inc.	77/103,117	2/8/2007		
WAMU WITH W LOGO	United States	036	Washington Mutual, Inc.	77/548,646	8/15/2008		
WAMU WITH W LOGO	United States	036 038 041	Washington Mutual, Inc.	77/402,030	2/20/2008		
WAMU WITH W LOGO	United States	035	Washington Mutual, Inc.	77/529,941	7/23/2008		
WAMU WITH W LOGO	United States	036	Washington Mutual, Inc.	77/489,170	6/2/2008	3,563,908	1/20/2009
WAMU WITH W LOGO	United States	036	Washington Mutual, Inc.	78/971,685	9/11/2006		
WAMU.COM	Canada	000	Washington Mutual, Inc.	1,041,328	12/30/1999	TMA620,975	9/29/2004
WAMU.COM	Community	036 038 042	Washington Mutual, Inc.	1446863	1/3/2000	1446863	7/17/2001
WAMU.COM	United States	036	Washington Mutual, Inc.	75/742,362	7/2/1999	2,498,860	10/16/2001
WAMUINS	United States	036	Washington Mutual, Inc.	76/977,685	2/1/2001	3,002,461	9/27/2005
WAMUINS.COM and Design	United States	036	Washington Mutual, Inc.	76/976,846	2/1/2001	2,887,396	9/21/2004
WAMUMORTGAGE.COM	Australia	036	Washington Mutual, Inc.	818164	12/22/1999	818164	7/14/2000
WAMUMORTGAGE.COM	United Kingdom	036	Washington Mutual, Inc.	2218071	12/22/1999	2218071	2/9/2001



Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
WASHINGTON MUTUAL	Australia	036	Washington Mutual, Inc.	929035	10/2/2002	929035	11/8/2004
WASHINGTON MUTUAL	Canada	000	Washington Mutual, Inc.	1,037,877	11/29/1999	TMA593,025	10/24/2003
WASHINGTON MUTUAL	Canada	000	Washington Mutual, Inc.	894,958	10/30/1998	TMA616,271	8/4/2004
WASHINGTON MUTUAL	Canada	000	Washington Mutual, Inc.	1,155,477	10/9/2002		
WASHINGTON MUTUAL	Canada	000	Washington Mutual, Inc.	1,336,938	2/26/2007		
WASHINGTON MUTUAL	Community	009 035 036	Washington Mutual, Inc.	002879484	10/4/2002	002879484	12/9/2004
WASHINGTON MUTUAL	Japan	036	Washington Mutual, Inc.	2002-089937	10/23/2002	4753768	3/5/2004
WASHINGTON MUTUAL	Mexico	041	Washington Mutual, Inc.	839035	2/27/2007	1054056	8/13/2008
WASHINGTON MUTUAL	Mexico	009	Washington Mutual, Inc.	838732	2/26/2007	993920	7/23/2007
WASHINGTON MUTUAL	Mexico	016	Washington Mutual, Inc.	839032	2/27/2007	988350	6/20/2007
WASHINGTON MUTUAL	Mexico	036	Washington Mutual, Inc.	839034	2/27/2007	1015610	11/30/2007
WASHINGTON MUTUAL	Mexico	045	Washington Mutual, Inc.	839036	2/27/2007	1055955	8/26/2008
WASHINGTON MUTUAL	Mexico	035	Washington Mutual, Inc.	839033	2/27/2007	1053164	8/11/2008
WASHINGTON MUTUAL	New Zealand	036	Washington Mutual, Inc.	665719	10/1/2002	665719	2/3/2003
WASHINGTON MUTUAL	United States	036	Washington Mutual, Inc.	75/515,420	7/8/1998	2,318,138	2/15/2000
WASHINGTON MUTUAL	United States	016 036	Washington Mutual, Inc.	75/715,723	5/27/1999	2,332,955	3/21/2000
WASHINGTON MUTUAL	United States	035	Washington Mutual, Inc.	76/976,677	11/3/2000	2,867,640	7/27/2004
WASHINGTON MUTUAL	United States	041	Washington Mutual, Inc.	76/155,066	10/27/2000	2,926,504	2/15/2005
WASHINGTON MUTUAL	United States	036	Washington Mutual, Inc.	78/129,389	5/16/2002	3,021,627	11/29/2005
WASHINGTON MUTUAL	United States	009	Washington Mutual, Inc.	78/960,103	8/24/2006	3,329,552	11/6/2007
WASHINGTON MUTUAL	United States	036	Washington Mutual, Inc.	78/975,992	5/16/2002	2,980,037	7/26/2005
WASHINGTON MUTUAL BANK (Chinese Characters)	United States	036	Washington Mutual, Inc.	75/601,482	12/9/1998	2,775,934	10/21/2003
WASHINGTON MUTUAL BANK (Chinese Characters)	United States	036	Washington Mutual, Inc.	75/697,864	5/4/1999	2,795,108	12/16/2003
WASHINGTON MUTUAL COMMUNITY ACCESS	United States	036	Washington Mutual, Inc.	78/975,413	6/21/2002	2,861,690	7/6/2004
WASHINGTONMUTUAL.COM	Community	036 038 042	Washington Mutual, Inc.	1447085	1/3/2000	1447085	7/23/2001
WE HAVE LISTENERS NOT TELLERS	United States	036	Washington Mutual, Inc.	77/288,749	9/25/2007		
WESTERN BANK and Design	United States	016	Washington Mutual, Inc.	75/716,086	5/27/1999	2,884,514	9/14/2004
WHOO HOO	United States	036	Washington Mutual, Inc.	77/357,506	12/20/2007		
WM	United States	036	Washington Mutual, Inc.	75/515,417	7/8/1998	2,884,500	9/14/2004
WM FINANCIAL SERVICES	United States	036	Washington Mutual, Inc.	75/373,844	10/16/1997	2,793,366	12/16/2003
WM FINANCIAL SERVICES, INC. (STYLIZED)	United States	036	Washington Mutual, Inc.	75/377,675	10/22/1997	2,831,033	4/13/2004
WM GROUP OF FUNDS	United States	036	Washington Mutual, Inc.	75/450,218	3/13/1998	2,881,909	9/7/2004
WM MORNING REPORT	United States	036	Washington Mutual, Inc.	75/637,988	2/8/1999	2,913,411	12/21/2004
WM MUTUAL FUNDS	United States	036	Washington Mutual, Inc.	75/442,730	3/2/1998	2,998,505	9/20/2005
YOU SHOP. SCHOOLS WIN.	United States	036	Washington Mutual, Inc.	78/677,893	7/25/2005	3,153,431	10/10/2006
YOUR PET. YOUR CARD. PERFECT TOGETHER.	United States	036	Washington Mutual, Inc.	77/341,631	11/30/2007		
YOUR PET. YOUR CARD. PERFECT TOGETHER.	United States	035	Washington Mutual, Inc.	77/341,629	11/30/2007		

## Part II: Patent/Patent Applications

PATENT				
Title	Comments	App. No./ Patent No.	Filed/ Issued	Art Unit
SYSTEM FOR PROVIDING ENHANCED SYSTEMS MANAGEMENT, SUCH AS IN BRANCH BANKING	Granted	09/972,754 6,681,985	10/05/2001 01/27/2004	2876
PATENT APPLICATIONS				
Title	Comments	App. No./	Filed	Art Unit
CLIENT-SERVER-TYPE SECURITY SYSTEM, SUCH AS A SECURITY SYSTEM FOR USE WITH COMPUTER NETWORK CONSUMER TRANSACTIONS	Abandoned	10/546,225	08/17/2005	3621
SYSTEM FOR AUTOMATICALLY TRANSFERRING ACCOUNT INFORMATION, SUCH AS INFORMATION REGARDING A FINANCIAL SERVICES ACCOUNT	On appeal	11/332,651	01/13/2005	3696
SERVICE OR SUPPLY CHAIN DIAGNOSTIC SYSTEMS, SUCH AS SYSTEMS FOR MEASURING AND LINKING ASSESSMENTS ACROSS AN ORGANIZATION	Awaiting first USPTO Action	11/388,704	03/24/2006	3627
SYSTEMS AND METHODS FOR OPENING, FUNDING, AND MANAGING FINANCIAL ACCOUNTS	Awaiting first USPTO Action	11/522,294	09/15/2006	3694
SYSTEMS AND METHODS FOR OPENING, FUNDING, AND/OR USING A FINANCIAL ACCOUNT, SUCH AS A CHECKING ACCOUNT	Awaiting next USPTO Action	11/735,310	04/13/07	3694
METHODS AND SYSTEMS FOR ANALYZING DIRECT MAIL MARKETING PROGRAMS	Awaiting first USPTO Action	12/056,759	03/27/08	3692
METHOD AND SYSTEM FOR EVALUATING A CUSTOMER OF A FINANCIAL INSTITUTION	Abandoned	11/412,148	04/26,2006	

## Part III: Domain Names

1031wamu.com  
1031wamu.net  
1031wamu.org  
1877wamuins.com  
1877wamuins.net  
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lto1investing.com  
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 wminsuraceservices.com  
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 wmirvdev.com  
 wm-irvine.com  
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 wmtrade.com  
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 wmwealthstrategies.com  
 wmwealthstrategies.net  
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 wwwashingtonmutual.com  
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www.washingtonmutual.org  
www.wmloans.com  
www.wmloans.net  
www.wmloans.org  
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yourcardfast.com  
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yourmarketplaceonline.org  
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yourwamuexpert.org

## Part IV: Copyrighted Material

Type	Title	Copyright Claimant	Creation Date	Publication Date	Reg. No.	Reg. Date
Visual Material	Coinhead	Washington Mutual, Inc.	1998		VAu000548008	2001-10-19
Visual Material	Kids' 2002 Calendar	Washington Mutual, Inc.	2001	2001-12-17	VA0001279848	2003-10-10
Visual Material	Kids' 2004 Calendar	Washington Mutual, Inc.	2003	2003-11-07	VA0001267815	2004-06-18
Visual Material	School Savings Kid's 2002 Calendar	Washington Mutual, Inc.	2001	2001-12-01	VA0001176354	2003-05-01
Visual Material	School Savings Kid's Calendar 2001	Washington Mutual, Inc.	1998	2000-12-01	VA0001105363	2001-10-19
Visual Material	School Savings, since 1923: Washington Mutual	Washington Mutual, Inc.	1998	2000-12-01	VA0001201669	2003-05-04
Visual Material	School Savings, since 1923: Washington Mutual	Washington Mutual, Inc.	1998	1998-09-01	VA0001201689	2003-05-04
Visual Material	The Secret of Lonely Island	Washington Mutual, Inc.	2002	2002-12-11	VA0001254977	2003-12-12
Visual Material	Shorty	Washington Mutual, Inc.	1998		VAu000548007	2001-10-19
Text	wamu.com website April 2004	Washington Mutual, Inc.	2004	2004-04-06	TX0006935477	2009-06-10
Text	wamu.com website June 1998	Washington Mutual, Inc.	1998	1998-06-14	TX0006935487	2009-06-01
Text	wamu.com website March 2006	Washington Mutual, Inc.	2006	2006-03-14	TX0005935480	2009-06-10
Text	wamu.com website November 2002	Washington Mutual, Inc.	2002	2002-11-22	TX0006935465	2009-06-10
Text	wamu.com website September 24, 2008	Washington Mutual, Inc.	2008	2008-09-24	TX0006935497	2009-06-01
Text	wamu.com website September 8, 2008	Washington Mutual, Inc.	2008	2008-09-08	TX0006935492	2009-06-01
Visual Material	School Savings Calendar: 2001	Washington Mutual, Inc. (Seattle)	2000	2000-12-01	VA0001206707	2003-05-01

## **Part V: Internet Protocol Addresses**

### Internet Protocol Address Blocks

NetRange: 167.145.0.0 - 167.145.255.255

NetRange: 167.88.0.0 - 167.88.255.255

NetRange: 167.160.0.0 - 167.160.255.255

### Autonomous System Numbers

AS23436

AS14894

**EXHIBIT “X”**

**WMB INTELLECTUAL PROPERTY**

## Part I: Trademarks

Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
A GREAT PLACE TO BANK	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
ACCESSABILITY (STYLIZED)	United States	036	The Dime Savings Bank of New York, FSB	76/061,775	6/2/2000		
AHMANSON	United States	036	Ahmanson Land Company	76/070,810	6/14/2000		
AHMANSON	United States	038	Ahmanson Land Company	76/070,827	6/14/2000		
AHMANSON	United States	037	Ahmanson Land Company	76/070,816	6/14/2000		
AHMANSON	United States	039	Ahmanson Land Company	76/070,801	6/14/2000		
AHMANSON	United States	035 042	Ahmanson Land Company	76/070,821	6/14/2000		
AHMANSON	United States	025	Ahmanson Land Company	76/071,055	6/14/2000		
AHMANSON	United States	041	Ahmanson Land Company	76/070,802	6/14/2000		
AHMANSON	United States	035	Ahmanson Land Company	76/070,800	6/14/2000		
AHMANSON	United States	028	Ahmanson Land Company	76/070,850	6/14/2000		
AHMANSON	United States	021	Ahmanson Land Company	76/070,851	6/14/2000		
AHMANSON LAND COMPANY	United States	037	Ahmanson Land Company	76/070,863	6/14/2000		
AHMANSON LAND COMPANY	United States	036	Ahmanson Land Company	76/070,820	6/14/2000		
AHMANSON MORTGAGE	Arizona	036	Home Savings of America, F.A.	N/A		66,196	5/1/1986
AHMANSON MORTGAGE	California	036	Home Savings of America, F.A.	N/A		27,719	8/1/1986
AHMANSON MORTGAGE	Colorado	036	Home Savings of America, F.A.	N/A		T30,711	4/28/1986
AHMANSON MORTGAGE	Georgia (State)	036	Home Savings of America, F.A.	N/A		S6,807	5/20/1986
AHMANSON MORTGAGE	North Carolina	036	Home Savings of America, F.A.	N/A		6,481	5/8/1986
AHMANSON MORTGAGE	Oregon	036	Home Savings of America, F.A.	N/A		S20,819	4/23/1986
AHMANSON MORTGAGE	United States	036	Washington Mutual Bank, FA	73/594,508	4/21/1986	1,454,613	8/25/1987
AHMANSON MORTGAGE (Stylized letters)	Washington	036	Home Savings of America, F.A.	N/A		16,439	4/21/1986
AHMANSON MORTGAGE and Design	Colorado	036	Home Savings of America, F.A.	N/A		T30,811	5/16/1986
AHMANSON MORTGAGE and Design	Georgia (State)	036	Home Savings of America, F.A.	N/A		S6,808	5/20/1986
AHMANSON MORTGAGE and Design	Indiana	036	Home Savings of America, F.A.	N/A		50,097,352	4/21/1986
AHMANSON MORTGAGE and Design	Indiana	036	Home Savings of America, F.A.	N/A		50,097,351	4/21/1986
AHMANSON MORTGAGE and Design	Minnesota	036	Home Savings of America, F.A.	N/A		11,119	5/19/1986
AHMANSON MORTGAGE and Design	North Carolina	036	Home Savings of America, F.A.	N/A		6,500	5/19/1986
AHMANSON MORTGAGE and Design	Oregon	036	Home Savings of America, F.A.	N/A		S20,858	5/12/1986
AHMANSON MORTGAGE	Tennessee	036	Home Savings of America, F.A.	N/A		N/A	5/15/1986

Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
A GREAT PLACE TO BANK COMPANY	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
AHMANSON MORTGAGE COMPANY and Design	United States	036	Washington Mutual Bank, FA	73/596,025	4/30/1986	1,422,265	12/23/1986
AHMANSON MORTGAGE COMPANY SAVINGS OF AMERICA & Design	Washington	036	Home Savings of America, F.A.	N/A		16,473	5/2/1986
AHMANSON RANCH	United States	041	Ahmanson Land Company	76/070,809	6/14/2000		
AHMANSON RANCH	United States	039	Ahmanson Land Company	76/072,211	6/14/2000		
AHMANSON RANCH	United States	038	Ahmanson Land Company	76/070,811	6/14/2000		
AHMANSON RANCH	United States	037	Ahmanson Land Company	76/070,861	6/14/2000		
AHMANSON RANCH	United States	036	Ahmanson Land Company	76/072,213	6/14/2000		
AHMANSON RANCH	United States	028	Ahmanson Land Company	76/070,860	6/14/2000		
AHMANSON RANCH	United States	042	Ahmanson Land Company	76/070,841	6/14/2000		
AHMANSON RANCH	United States	025	Ahmanson Land Company	76/071,056	6/14/2000		
AHMANSON RANCH	United States	021	Ahmanson Land Company	76/070,865	6/14/2000		
AHMANSON RANCH	United States	035	Ahmanson Land Company	76/072,212	6/14/2000		
ALLPOINTS	United States	035	Providian Financial Corporation	75/773,064	8/11/1999		
AMERICA THE BEAUTIFUL AND PROSPEROUS SAVINGS (Chinese Charac	United States	036	Home Savings of America, FSB	74/034,117	3/2/1990	1,634,352	2/5/1991
AMERICAN EQUITY CREDIT LINE	California	036	American Savings & Loan Association	32749	5/19/1988	32749	5/19/1988
AMERICAN MONEY MANAGER ACCOUNT, THE (Stylized)	California	036	American Savings & Loan Association	32561	4/28/1988	32561	4/28/1988
AMERICAN PATRIOTS CLUB, THE	California	036	Washington Mutual Bank, FA	32239	3/4/1988	32239	3/4/1988
AMERICAN PATRIOTS CLUB, THE	United States	036	Washington Mutual Bank, FA	73/705,902	1/15/1988	1,503,266	9/6/1988
AMERICAN SAVINGS BANK	United States	036	American Savings Bank, FA	75/220,739	1/2/1997	2,210,117	12/15/1998
AMERICAN SAVINGS BANK and Design (Eagle/w/triangle)	United States	036	Washington Mutual Bank, FA	74/265,806	4/14/1992	1,755,695	3/2/1993
APPROVALFIRST	United States	036	PNC Mortgage Corp. of America	73/834,265	10/27/1989	1,602,825	6/19/1990
APROBACIONPRIMERO	United States	036	PNC Mortgage Corp. of America	74/636,869	2/15/1995	1,945,853	1/2/1996
ARIA	United States	036	Providian Financial Corporation	78/002,488	4/4/2000		
ARIA	United States	036	Washington Mutual Bank	75/655,115	3/5/1999	2,466,302	7/3/2001
ARIA	United States	035 036	Providian Financial Corporation	78/000,352	3/21/2000		
ARIA BUYSMART	United States	035 036	Providian Financial Corporation	75/908,593	2/2/2000		
ARIA PERSONA	United States	035	Providian Financial Corporation	75/727,124	6/11/1999		

Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
A GREAT PLACE TO BANK	United States	036 036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
ARIA PERSONAL REGISTRY	United States	035	Providian Financial Corporation	75/908,592	2/2/2000		
ARIA PERSONAL SHOPPER	United States	035	Providian Financial Corporation	75/853,371	11/18/1999		
ARIA PORTRAIT	United States	035 036	Providian Financial Corporation	75/726,706	6/11/1999		
ARIA.COM	United States	036	Providian Financial Corporation	75/905,995	1/28/2000		
ASK US BANKING	United States	036	Great Western Financial Corporation	74/643,466	3/8/1995		
B/CXPRESS	United States	036	North American Mortgage Company	75/222,278	1/7/1997	2,109,271	10/28/1997
B/CXPRESS (Stylized)	United States	036	North American Mortgage Company	75/222,159	1/7/1997	2,110,857	11/4/1997
BANK BY MOUSE	United States	036	Bank United of Texas FSB	75/074,136	3/16/1996	2,406,520	11/21/2000
BANK TRAY	United States	009	Calnet Business Bank, N.A.	76/520,778	5/30/2003		
BANK TRAY	United States	036 038	Calnet Business Bank, N.A.	76/520,779	5/30/2003		
BANK@WORK	United States	036	Home Savings of America, FSB	75/292,334	5/15/1997		
BANK-BY-PHONE	Oregon	136	Washington Mutual Bank	N/A		S-26032	3/24/1992
BANK-BY-PHONE & Design	Washington	042	Washington Mutual Savings Bank	N/A		19149	8/7/1989
BANK-BY-PHONE (Stylized)	Washington	036	Washington Mutual Savings Bank	N/A		021227	3/23/1992
BBMC MORTGAGE	Hawaii		BancBoston Mortgage Corporation	N/A	1/22/1990	114538	1/22/1990
BENEFICIAL, CONVENIENT, AND CHECKING ACCOUNT (Chinese Chara	United States	036	Home Savings of America, FSB	74/102,326	10/1/1990	1,697,989	6/30/1992
BENEFICIAL, PROFITABLE AND CHECKING ACCOUNT (Chinese Chara	United States	036	Home Savings of America, FSB	74/102,327	10/1/1990	1,691,912	6/9/1992
BESTCHOICE	United States	036	PNC Mortgage Corp. of America	74/115,920	11/16/1990	1,791,854	9/7/1993
BETTER-THAN-CHECKING	Oregon	136	Washington Mutual Savings Bank	N/A		S26112	4/17/1992
BETTER-THAN-CHECKING	Washington	102	Washington Mutual Savings Bank	N/A		10922-R	11/13/1988
BILLSNAP	United States	036	Providian Financial Corporation	78/029,329	10/5/2000		
BOWERY AMERICA THE BEAUTIFUL AND PROSPEROUS SAVINGS (Chinese	New York	036	Home Savings of America, F.A.			S12,597	5/15/1991
BROKERS' PREFERRED	United States	036	The Dime Savings Bank of New York, FSB	74/407,323	6/29/1993	1,827,725	3/22/1994
BUMP RATE	California	036	Washington Mutual Bank	48578	9/19/1997	48578	9/19/1997
BUMP RATE	Idaho	036	Washington Mutual Bank	15684	5/5/1997	15684	5/5/1997
BUMP RATE	Montana	036	Washington Mutual Bank	19409	4/24/1997	19409	4/24/1997
BUMP RATE	Oregon	136	Washington Mutual Bank	N/A		S-26052	3/31/1992
BUMP RATE	United States	036	Washington Mutual Bank	74/153,325	4/2/1991	1,698,617	6/30/1992

Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
A GREAT PLACE TO BANK	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
BUMP RATE	United States	036	Washington Mutual Bank	75/487,786	5/19/1998		
BUMP RATE	Utah	036	Washington Mutual Bank				
BUMP RATE	Washington	036	Washington Mutual Savings Bank			21197	3/13/1997
BUYER'S CHOICE	Idaho	036	Washington Mutual Savings Bank	N/A		13460	12/4/1991
BUYER'S CHOICE	Oregon	036	Washington Mutual Savings Bank	N/A		S-25785	12/9/1991
BUYER'S CHOICE	Washington	036	Washington Mutual Savings Bank	N/A		021027	12/3/1991
CANYON WALK APARTMENTS	Arizona	036	Home Savings of America, F.A.	N/A		80,094	4/20/1988
CASH CARD	Oregon	136	Washington Mutual Savings Bank	N/A	11/29/1993	S-27679	11/29/1993
CASH CARD	Oregon	116	Washington Mutual Savings Bank	N/A	11/29/1993	T-27677	11/29/1993
CASH CARD	Washington	036	Washington Mutual Savings Bank	N/A	11/24/1993	22624	11/24/1993
CASH CARD	Washington	016	Washington Mutual Savings Bank	N/A	11/24/1993	22625	11/24/1993
CASH COMMAND ACCOUNT	United States	036	Coast Federal Savings and Loan Association	73/092,868	7/9/1976	1,099,801	8/15/1978
CASH RESERVE	California	036	Coast Savings Financial	N/A		31,686	1/11/1988
CELEBRATION CD	United States	036	Washington Mutual, a Federal Savings Bank	74/010,372	12/12/1989	1,648,568	6/18/1991
CELERIS	United States	036	Washington Mutual Home Loans, Inc.	76/091,535	7/18/2000		
CENTRAL EXPRESS (Stylized)	California	036	Coast Savings & Loan Association	N/A		14,790	9/22/1982
CHECKING TO GO	Oregon	136	Washington Mutual Savings Bank	N/A		S-26930	3/29/1993
CHECKING TO GO	Washington	036	Washington Mutual Savings Bank	N/A		022043	3/29/1993
CHINESE CHARACTERS Design	California	036	Home Savings of America, FSB	N/A		37,058	6/28/1990
CLASSIC CHECKING	Oregon	136	Washington Mutual Savings Bank	N/A		S21630	4/21/1992
CLASSIC CHECKING	Washington	036	Washington Mutual Savings Bank	N/A		21298	4/17/1992
CLUBPERKS	United States	035 036	Washington Mutual Bank	78/496,892	10/8/2004	3,185,535	12/19/2006
COAST FEDERAL BANK	United States	036	Coast Federal Bank, FSB	73/717,395	9/13/1988	1,515,766	12/6/1988
COAST FEDERAL SAVINGS and Design	United States	036	Coast Federal Savings	73/443,146	7/11/1983		
COAST LINERS and Design	United States	039	Coast Federal Bank, FSB	74/030,063	2/20/1990	1,683,999	4/21/1992
COAST SAVINGS AND LOAN & Design	United States	036	Coast Federal Savings and Loan Association	73/619,973	9/15/1986		
COAST SAVINGS AND LOAN and Design	United States	036	Coast Federal Bank, FSB	73/551,824	8/5/1985	1,387,752	3/25/1986
COASTLINE LOGO	United States	036	Coast Federal Bank, FSB	73/717,440	3/18/1988	1,515,767	12/6/1988
COASTLINERS	United States	039	Coast Federal Bank, FSB	74/030,294	2/20/1990	1,690,534	6/2/1992



Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
A GREAT PLACE TO BANK	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
COMMERCEPLAN	United States	036	Providian Financial Corporation	73/679,264	8/19/1987	1,491,477	6/7/1988
COMMONWEALTH and Design	United States	036	Providian Financial Corporation	74/473,852	12/27/1993	1,894,311	5/16/1995
COMMUNITY PARTNERSHIP ACCOUNT	United States	036	The Dime Savings Bank of New York, FSB	75/196,666	11/11/1996	2,144,260	3/17/1998
CORPORATE PREFERRED	United States	036	The Dime Savings Bank of New York, FSB	74/615,789	12/27/1994	1,952,884	1/30/1996
CORRESPONDENTS' PREFERRED	United States	036	The Dime Savings Bank of New York, FSB	74/465,143	12/3/1993	1,949,751	1/16/1996
COUNTDOWN	United States	036	PNC Mortgage Corp. of America	74/547,175	7/8/1994	1,951,955	1/23/1996
CREDIT FOR THE WAY YOU LIVE	United States	035 036	Providian Financial Corporation	78/275,157	7/16/2003		
CREDITMASTER	United States	036	The Dime Savings Bank of New York, FSB	75/193,995	11/6/1996	2,360,993	6/27/2000
CREDITPOINT	United States	036	Washington Mutual Bank, FA	75/817,734	10/7/1999	2,450,655	5/15/2001
CUSTOM OPTION PLUS	United States	036	Washington Mutual, a Federal Savings Bank	74/028,240	2/8/1990		
DEPUTY TELLER	California	102	Great Western Bank	8,979	12/3/1979	8,979	12/3/1979
DEPUTY TELLER	United States	036	New American Capital, Inc.	74/010,858	12/14/1989	1,611,539	8/28/1990
DESTINATION UNLIMITED	United States	039	Washington Mutual Bank	75/737,297	6/24/1999	2,448,355	5/1/2001
DIME	New York	102	The Dime Savings Bank of New York, FSB	N/A	10/21/1986	S-9689	10/21/1986
DIME	United States	036	Washington Mutual Bank, FA	75/050,942	1/29/1996	2,030,125	1/14/1997
DIME (STYLIZED)	United States	036	The Dime Savings Bank of New York, FSB	75/293,691	5/19/1997	2,146,471	3/24/1998
DIME (STYLIZED) (COLOR)	United States	036	The Dime Savings Bank of New York, FSB	75/293,690	5/19/1997	2,146,470	3/24/1998
DIME AT WORK	United States	036	The Dime Savings Bank of New York, FSB	74/301,675	8/6/1992	1,779,200	6/29/1993
DIME SECURITIES	United States	036	The Dime Savings Bank of New York, FSB	74/229,615	12/10/1991	1,772,563	5/18/1993
DIME UNITED BANCORP, INC.	United States	036	The Dime Savings Bank of New York, FSB	75/804,210	9/21/1999		
DIME.LINK	United States	036	The Dime Savings Bank of New York, FSB	75/559,397	9/24/1998		
DIME.QUOTE (Stylized)	United States	036	The Dime Savings Bank of New York, FSB	75/432,905	2/12/1998	2,547,583	3/12/2002
DIMEBANK	United States	016 036	The Dime Savings Bank of New York, FSB	75/804,209	9/21/1999		
DIMEDIRECT	United States	036	The Dime Savings Bank of New York, FSB	75/774,980	8/13/1999		
DIMELINE	United States	036	The Dime Savings Bank of New York, FSB	73/749,331	8/31/1988	1,536,753	4/25/1989
DIMEVEST	United States	036	The Dime Savings Bank of New York, FSB	73/749,329	8/31/1988	1,536,751	4/25/1989
DIMEXPRESS	United States	036	The Dime Savings Bank of New York, FSB	75/573,472	10/19/1998		
DIVERSITY PLUS	United States	036	American Savings Bank, F.A.	74/549,604	7/15/1994		
DOUBLE PLAY	United States	036	PNC Mortgage Corp. of America	74/557,036	8/4/1994	1,934,348	11/7/1995
DRAGON Design	United States	036	Anchor Savings Bank FSB	74/092,950	8/31/1990	1,689,641	5/26/1992

Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
A GREAT PLACE TO BANK	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
EAGLE W/TRIANGLE DESIGN	California	036	American Savings Bank, F.A.	36685	5/30/1990	36685	5/30/1990
EAGLE W/TRIANGLE DESIGN	United States	036	Washington Mutual Bank, FA				
EASY ACCESS	United States	036	Great Western Financial Corporation	74/012,714	12/19/1989		
EASY ACCESS HOME EQUITY MANAGEMENT ACCOUNT	United States	036	New American Capital, Inc.	74/196,067	8/16/1991	1,858,838	10/18/1994
E-DIME	United States	036	The Dime Savings Bank of New York, FSB	75/809,447	9/29/1999		
ENTERPRISE BANK	Washington	036	Washington Mutual Bank	24678	12/21/1995	24678	12/21/1995
ENVOY	United States	036	PNC Mortgage Corp. of America	74/646,572	3/14/1995	2,053,307	4/15/1997
EQUITY EDGE	United States	036	North American Mortgage Company	74/726,698	9/8/1995	2,322,018	2/22/2000
EQUITY NOW! & Design	Washington	036	Great Western Savings Bank			17090	3/12/1987
ESSENTIAL CHECKING	Oregon	136	Washington Mutual Savings Bank	N/A		S12631	4/21/1992
ESSENTIAL CHECKING	Washington	036	Washington Mutual Savings Bank	N/A		21297	4/17/1992
EXECUTIVE EXPRESS	United States	036	PNC Mortgage Corp. of America	74/508,605	4/4/1994	1,949,576	1/16/1996
EXPRESS MORTGAGE CENTERS	United States	036	Great Western Financial Corporation	75/096,917	4/30/1996		
EXTREMLINE	United States	036	Washington Mutual Home Loans, Inc.	76/084,283	7/6/2000		
EYETM	United States	036	Washington Mutual Bank, FA	75/893,232	1/7/2000		
FACE WITH EYE DESIGN	United States	035 036	Providian Financial Corporation	78/086,438	10/2/2001		
FAXFUNDS	United States	036	Home Savings of America, FSB	75/254,737	3/10/1997	2,194,278	10/6/1998
FINANCIAL FRONTIER	United States	036	Great Western Bank	74/561,772	8/16/1994		
FINANCIAL MATURITY	United States	036	Bank United Corp.	74/189,579	7/29/1991	1,855,347	9/20/1994
FINANCING USA	United States	036	Long Beach Mortgage Company	75/296,182	5/22/1997		
FIRST DEPOSIT	United States	036	Providian Financial Corporation	74/671,354	5/8/1995	2,007,741	10/15/1996
FIRST DOWN	United States	036	PNC Mortgage Corp. of America	74/342,551	12/22/1992	1,843,870	7/5/1994
FIRST SELECT and Design	United States	036	Washington Mutual Bank	78/000,369	3/21/2000	2,670,237	12/31/2002
FIRST SELECT CORPORATION	United States	036	Providian Financial Corporation	75/534,248	8/11/1998		
FIRST SELECT FINANCIAL SERVICES	United States	036	Providian Financial Corporation	75/479,346	5/4/1998		
FLASHBRIDGE	United States	009	Washington Mutual Home Loans, Inc.	76/121,104	9/1/2000		
FLEX CD	Washington	102	Great Northwest Federal Savings	N/A		17525	9/21/1987
FLEXIFUND	United States	036	Washington Mutual Savings Bank	73/312,957	6/3/1981	1,197,390	6/8/1982
FLEXPOWER	United States	036	The Dime Savings Bank of New York, FSB	75/737,831	6/15/1999	2,485,874	9/4/2001
FLEXRATE & Design	California	036	Coast Savings & Loan Association	N/A		27,879	8/21/1986

Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
A GREAT PLACE TO BANK	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
FOR MORTGAGES, THERE'S NO PLACE LIKE THE DIME	United States	036	The Dime Savings Bank of New York, FSB	73/749,330	8/31/1988	1,536,752	4/25/1989
FRIEND OF THE FAMILY	United States	035 036	Washington Mutual Bank	74/530,004	5/26/1994	1,897,717	6/6/1995
FRIEND OF THE FAMILY, THE	United States	024	Washington Mutual Bank	74/665,477	4/25/1995	1,958,093	2/20/1996
FRIEND OF THE FAMILY, THE	United States	025	Washington Mutual Bank	74/665,656	4/25/1995	2,094,041	9/9/1997
FRIEND OF THE FAMILY, THE	United States	028	Washington Mutual Bank	74/665,843	4/25/1996	1,991,003	8/6/1996
FRIEND OF THE FAMILY, THE	United States	018	Washington Mutual Bank	74/665,694	4/25/1995	1,991,001	8/6/1996
FRIEND OF THE FAMILY, THE	United States	036	Washington Mutual Bank	73/595,359	4/25/1986	1,420,431	12/9/1986
FRIEND OF THE FAMILY, THE	United States	021	Washington Mutual Bank	74/669,919	5/4/1995	2,118,699	12/9/1997
FRIEND OF THE FAMILY, THE	United States	016	Washington Mutual Bank	74/665,750	4/25/1995	2,100,662	9/30/1997
FRIEND OF THE FAMILY, THE	Washington	036	Washington Mutual Bank	N/A		9135	4/29/1975
FRONTIER	United States	016	New American Capital, Inc.	75/003,960	10/5/1995		
FRONTIER	United States	036	New American Capital, Inc.	75/002,452	10/5/1995		
GENUINE INTEREST	California	036	Coast Savings Financial	N/A		27,878	8/21/1986
GIVE A DIME	United States	036	The Dime Savings Bank of New York, FSB	75/031,528	12/12/1995	2,051,620	4/8/1997
GNW FINANCIAL	United States	036	WM, a Federal Savings Bank	74/010,639	12/14/1989	1,712,150	9/1/1992
GREAT NORTHWEST	United States	036	WM, a Federal Savings Bank	72/422,649	4/27/1972	981,404	3/26/1974
GREAT WESTERN	California	036	Great Western Savings & Loan Assoc.	3,765	8/28/1975	3,765	8/28/1975
GREAT WESTERN	United States	036	New American Capital, Inc.	74/450,742	10/21/1993	1,857,914	10/11/1994
GREAT WESTERN	United States	036	New American Capital, Inc.	72/365,710	7/20/1970	957,478	4/17/1973
GREAT WESTERN	United States	036	New American Capital, Inc.	73/068,911	11/13/1975	1,164,038	8/4/1981
GREAT WESTERN (STYLIZED)	Idaho	036	Great Western Savings	N/A		8,380	6/5/1978
GREAT WESTERN (STYLIZED)	Texas	036	Great Western Financial Corporation	38,259	4/6/1981	38,259	4/6/1981
GREAT WESTERN BANK (Tradename)	Arizona	035	Washington Mutual Bank, FA	N/A		79,877	4/8/1998
GREAT WESTERN BANK. HEY IT'S YOUR MONEY.	United States	036	Great Western Financial Corporation	75/282,921	4/28/1997		
GREAT WESTERN INSURANCE AGENCY Tradename	Nebraska	036	Great Western Securities Inc.	N/A		6,838,057	8/3/1976
GREAT WESTERN INVESTOR'S CD	United States	036	New American Capital, Inc.	74/444,829	10/7/1993	1,903,795	7/4/1995
GREAT WESTERN LEASING	Nevada	102	Great Western Savings	18806	12/12/1983	18806	12/12/1983
GREAT WESTERN LEASING (STYLIZED)	Nevada	102	Great Western Savings	18844	1/3/1994	18844	1/3/1994
GREAT WESTERN PREFERRED MONEY MARKET ACCOUNT	United States	036	Great Western Bancorporation, Inc.	73/773,420	1/9/1989	1,566,341	11/14/1989

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A GREAT PLACE TO BANK	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
GREAT WESTERN SAVINGS (STYLIZED)	Idaho	036	Great Western Savings	N/A		8,379	6/5/1978
GREAT WESTERN'S FAST TRAK	Washington	036	Great Western Savings	N/A		16386	3/25/1986
GRIFFIN FINANCIAL SERVICES	United States	036	Griffin Financial Services	73/634,290	12/8/1986	1,641,511	4/16/1991
GRIFFIN FINANCIAL SERVICES & Design	United States	036	Griffin Financial Services	73/634,291	12/8/1986	1,520,100	1/10/1989
GRIFFIN FINANCIAL SERVICES AN AHMANSON COMPANY	California	036	Griffin Financial Services	N/A		29082	12/12/1986
GRIFFIN FINANCIAL SERVICES AN AHMANSON COMPANY & Design	California	036	Griffin Financial Services	N/A		29,081	12/12/1986
GRIFFIN INCOME BUILDER	United States	036	Griffin Financial Services	75/154,474	8/22/1996	2,106,830	10/21/1997
GRIFFIN INVESTLINE	United States	036	Griffin Financial Services	75/435,984	2/18/1998		
GRIFFIN PORTFOLIO BUILDER	United States	036	Griffin Financial Services	74/729,612	9/15/1995	2,175,942	7/28/1998
GW & Design	Colorado	036	Great Western Federal Savings Bank	N/A		T25,497	1/30/1984
GW & Design	Idaho	036	Great Western Savings	N/A		8,354	4/24/1978
GW (STYLIZED)	California	036	Great Western Financial Corporation	557	10/21/1969	557	10/21/1969
GW (STYLIZED)	United States	036	New American Capital, Inc.	72/339,721	10/3/1969	988,109	7/9/1974
GW (STYLIZED)	Washington	036	Great Western Financial Corporation	8,220	2/26/1973	8,220	2/26/1973
GW FINANCIAL SECURITIES CORPORATION	Arizona	036	Great Western Federal Savings Bank	N/A		83,499	10/18/1988
GW GREAT WESTERN	California	036	Great Western Financial Corporation	45,982	5/20/1996	45,982	5/20/1996
GW GREAT WESTERN	California	036	Great Western Savings	N/A		2,775	2/15/1974
GW GREAT WESTERN (Stylized)	United States	036	New American Capital, Inc.	73/013,530	2/15/1974	1,001,645	1/14/1975
GW GREAT WESTERN SAVINGS & DESIGN	Washington	036	Great Western Savings Bank	N/A		9238	9/5/1975
GW GREAT WESTERN SAVINGS BANK & Design	Washington	036	Great Western Savings Bank	N/A		9239	9/5/1975
GW INVESTOR'S CD	United States	036	New American Capital, Inc.	74/450,750	10/21/1993	1,909,453	8/1/1995
GWBANKPHONE	United States	036	New American Capital, Inc.	74/388,345	5/7/1993	1,863,930	11/22/1994
H.O.M.E.	United States	036	Washington Mutual, a Federal Savings Bank	74/027,237	2/8/1990	1,757,181	3/9/1993
H.O.M.E.	Washington	036	Washington Mutual, a Federal Savings Bank	N/A		021520	7/10/1992
HIGH SIERRA CHECKING	United States	036	Great Western	74/064,339	5/31/1990		
HIGH SIERRA INVESTMENT CHECKING	United States	036	Great Western	74/098,245	9/18/1990		
HIGH-POWERED CARD, THE	United States	036	Great Western Bank	74/071,340	6/21/1990	1,768,857	5/4/1993
HOME & Design	California	036	Home Savings of America, FSB	N/A		45,101	9/15/1995

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A GREAT PLACE TO BANK	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
HOME (Stylized Letters)	California	036	Home Savings of America, F.A.	N/A		19,489	4/18/1984
HOME AMERICA BANK	United States	036	Home Savings of America, FSB	75/305,468	6/9/1997		
HOME CONSUMER FINANCE OF AMERICA & Design	United States	036	Home Savings of America, FSB	75/048,816	1/26/1996	2,090,585	8/26/1997
HOME OF AMERICA	United States	036	Washington Mutual Bank, FA	75/305,858	6/9/1997		
HOME OF NEW IDEAS IN LENDING	United States	036	Washington Mutual Bank, FA	75/110,157	5/28/1996	2,120,524	12/9/1997
HOME OWNER'S MORTGAGE EXTRA	Washington	036	Washington Mutual, a Federal Savings Bank	N/A		20998	11/18/1991
HOME PROTECTION	United States	036	Providian Financial Corporation	74/309,885	9/1/1992	1,808,669	11/30/1993
HOME SAVINGS (Block Letters)	California	036	Home Savings of America, F.A.	N/A		19,159	3/20/1984
HOME SAVINGS (STYLIZED)	California	001	Home Savings of America, F.A.	N/A		44418	2/23/1995
HOME SAVINGS and Design	United States	036	Home Savings of America, F.A.	73/317,435	7/2/1981		
HOME SAVINGS AND LOAN ASSOCIATION & SHIELD DESIGN (Color)	United States	036	Home Savings of America, F.A.	73/284,639	11/5/1980		
HOME SAVINGS AND LOAN ASSOCIATION and Design	United States	036	Home Savings of America, F.A.	73/284,636	11/5/1980		
HOME SAVINGS AND LOAN ASSOCIATION and Design	United States	036	Home Savings of America, F.A.	73/315,882	6/22/1981		
HOME SAVINGS AND LOAN ASSOCIATION and Design	United States	036	Home Savings of America, F.A.	73/284,640	11/5/1980		
HOME SAVINGS AND LOAN ASSOCIATION and Design	United States	036	Home Savings of America, F.A.	73/284,637	11/5/1980		
HOME SAVINGS OF AMERICA	Florida	036	Home Savings of America, F.A.	N/A		927,712	9/13/1982
HOME SAVINGS OF AMERICA	Illinois	036	Home Savings of America, Federal Savings Bank	N/A		51050	3/10/1982
HOME SAVINGS OF AMERICA	Illinois	036	Home Savings of America, Federal Savings Bank	N/A		51052	3/10/1982
HOME SAVINGS OF AMERICA	Illinois	036	Home Savings of America, Federal Savings Bank	N/A		51845	8/24/1982
HOME SAVINGS OF AMERICA	Illinois	036	Home Savings of America, Federal Savings Bank	N/A		51051	3/10/1982
HOME SAVINGS OF AMERICA	Missouri	036	Home Savings of America, FSB	N/A		7265	4/7/1982
HOME SAVINGS OF AMERICA	Texas	036	Home Savings of America, FSB	40008	4/9/1982	40008	4/9/1982
HOME SAVINGS OF AMERICA	Texas	036	Home Savings of America, FSB	40007	4/9/1982	40007	4/9/1982
HOME SAVINGS OF AMERICA	United States	036	Home Savings of America, FSB	73/367,938	6/4/1982	1,629,417	12/25/1990
HOME SAVINGS OF AMERICA	Washington	036	Home Savings of America, Federal Savings Bank	N/A		22080	3/25/1993
HOME SAVINGS OF AMERICA - \$18 BILLION STRONG & Design	California	036	Home Savings of America, F.A.	N/A		18291	12/12/1983

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A GREAT PLACE TO BANK	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
HOME SAVINGS OF AMERICA & Design	California	036	Home Savings of America, FSB	N/A		13050	12/29/1981
HOME SAVINGS OF AMERICA & Design	California	036	Home Savings of America, FSB	N/A		13049	12/29/1981
HOME SAVINGS OF AMERICA & Design	Florida	036	Home Savings of America	N/A		926,388	4/20/1982
HOME SAVINGS OF AMERICA & Design	Florida	036	Home Savings of America	N/A		926,389	4/20/1982
HOME SAVINGS OF AMERICA & Design	Florida	036	Home Savings of America	N/A		926,390	4/20/1982
HOME SAVINGS OF AMERICA & Design	Missouri	036	Home Savings of America, FSB	N/A		S7219	3/10/1982
HOME SAVINGS OF AMERICA & Design	Missouri	036	Home Savings of America, FSB	N/A		S7264	4/5/1982
HOME SAVINGS OF AMERICA & Design	Missouri	036	Home Savings of America, FSB	N/A		S7218	3/10/1982
HOME SAVINGS OF AMERICA & Design	United States	036	Home Savings of America, FSB	73/343,046	12/23/1981	1,640,754	4/9/1991
HOME SAVINGS OF AMERICA & Design	United States	036	Home Savings of America, FSB	73/343,045	12/23/1981	1,623,998	11/20/1990
HOME SAVINGS OF AMERICA & Design	Washington	036	Home Savings of America, Federal Chartered Savings and Loan	N/A		22,212	5/21/1993
HOME SAVINGS OF AMERICA & Design	Washington	036	Home Savings of America, F.A.	N/A		22,211	5/21/1993
HOME SAVINGS OF AMERICA (Block Letters)	United States	036	Home Savings of America, FSB	73/343,044	12/23/1981	1,623,997	11/20/1990
HOME SAVINGS OF AMERICA (Slanted Design)	United States	036	Home Savings of America, FSB	73/453,516	11/18/1983	1,313,849	1/8/1985
HOME SAVINGS OF AMERICA (Stylized Letters)	California	036	Home Savings of America, FSB	N/A		13048	12/29/1981
HOME SAVINGS OF AMERICA DESIGN (Color)	United States	036	Home Savings of America, FSB	73/453,517	11/18/1983	1,323,660	3/5/1985
HOME SERVICING OF AMERICA	United States	036	Home Savings of America, FSB	74/611,036	12/15/1994	2,037,968	2/11/1997
HOMEPLUS	United States	035 036	Washington Mutual Bank	78/603,427	4/6/2005	3,345,249	11/27/2007
HOMESIDE	United States	036	Washington Mutual Bank, FA	75/072,177	3/13/1996	2,129,406	1/13/1998
HOMESIDE LENDING	United States	036	Washington Mutual Bank, FA	75/072,179	3/13/1996	2,126,157	12/30/1997
HOMESIDE LENDING, INC.	United States	036	Washington Mutual Bank, FA	75/072,178	3/13/1996	2,160,826	5/26/1998
HOMESIDE LENDING, INC. AND LOGO (solid forms)	United States	036	Washington Mutual Bank, FA	75/089,664	4/17/1996	2,122,295	12/16/1997
HOMESIDE LENDING, INC. AND LOGO (striped forms)	United States	036	Washington Mutual Bank, FA	75/089,667	4/17/1996	2,120,460	12/9/1997
HOMESIDE SOLUTIONS	United States	035	Washington Mutual Bank, FA	75/780,667	8/18/1999	2,468,391	7/10/2001

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A GREAT PLACE TO BANK	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
HOUSE & DOLLAR SIGN Design	United States	036	North American Mortgage Company	74/535,548	6/9/1994	1,918,323	9/12/1995
HOUSE (Design Only)	United States	036	PNC Mortgage Corp. of America	75/050,243	1/30/1996	2,017,976	11/19/1996
HOUSE WITH ARMS AND LEGS Design	United States	036	Home Savings of America, FSB	74/699,935	7/11/1995		
HOUSEMILES	United States	035	North American Mortgage Company	75/149,905	8/14/1996	2,111,428	11/4/1997
HOW TO PREPARE YOUR AHMANSON MORTGAGE RESIDENTALLOAN APPLICA	Tennessee	036	Home Savings of America, F.A.	N/A		N/A	5/15/1986
INDIAN RIDGE APARTMENTS Tradename	Arizona	035	Great Western Bank	N/A		79,350	3/15/1988
INDIVIDUALS MATTER	United States	035 036	Providian Financial Corporation	78/086,437	10/2/2001		
INSIDE CREDIT	United States	016	Providian Financial Corporation	75/038,945	12/15/1995	2,013,902	11/5/1996
INVESTMENT CHECKING	California	036	Coast Savings & Loan Association	N/A		14,487	8/11/1982
INVESTOR'S CHOICE	United States	036	Washington Mutual Bank	73/454,998	12/1/1983	1,627,550	12/11/1990
INVESTOR'S GUARANTEE	United States	036	Washington Mutual Bank	73/560,749	9/30/1985	1,428,707	2/10/1987
ITM	United States	036	Washington Mutual Bank, FA	75/893,233	1/7/2000		
IT'S ALL ABOUT THE MONEY.	United States	036	Washington Mutual Bank	78/289,273	8/19/2003	3,137,815	9/5/2006
LA MIRADA APARTMENTS	Arizona	035	Great Western Bank	N/A		79,765	4/1/1988
LENDEVER HOME LOANS	United States	036	North American Mortgage Company	75/774,674	8/13/1999	2,507,782	11/13/2001
LIFELINE	United States	036	Washington Mutual Savings Bank	73/382,194	8/27/1982	1,278,288	5/15/1984
LINKS	United States	036	PNC Mortgage Corp. of America	74/529,357	5/25/1994	2,242,906	5/4/1999
LOAN-BY-PHONE	Washington	035 038 042	Washington Mutual Bank	N/A		11548-R	8/7/1989
LOANING ZONE	California	036	Coast Savings & Loan Association	N/A		30631	10/23/1987
LOANMAKER & Design	Oregon	036	Washington Mutual, a Federal Savings Bank	N/A		S-21519	4/6/1982
LOGO - STRIPED/HORIZONTAL	United States	036	Washington Mutual Bank, FA	75/089,665	4/17/1996	2,124,304	12/23/1997
MAKING EVERY MINUTE COUNT	United States	036	PNC Mortgage Corp. of America	75/419,412	1/15/1998	2,293,487	11/16/1999
MARKET MASTER	United States	036	Washington Mutual Bank	73/789,188	3/27/1989	1,602,774	6/19/1990
MARKET PLUS CERTIFICATE & Design	Oregon	036	Washington Mutual, a Federal Savings Bank	N/A		S-22281	3/18/1983
MARKET PLUS CERTIFICATE & Design	Washington	102	Washington Mutual, a Federal Savings Bank	N/A		17661	11/23/1987
MARKET RATE INTEREST ACCOUNT	Oregon	136	Washington Mutual	N/A		S21632	4/21/1992
MARKET RATE INTEREST ACCOUNT	Washington	036	Washington Mutual Savings Bank	N/A		020596	6/3/1991

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A GREAT PLACE TO BANK	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
MATRIMONEY	United States	036	PNC Mortgage Corp. of America	75/281,309	4/24/1997	2,200,559	10/27/1998
MEMBERS' PREFERRED	United States	036	The Dime Savings Bank of New York, FSB	74/615,788	12/27/1994	1,946,712	1/9/1996
MEMBERS' PREFERRED FOR PROFESSIONALS	United States	036	The Dime Savings Bank of New York, FSB	74/615,790	12/27/1994	1,946,713	1/9/1996
MILEAGE BANKING	United States	036	Washington Mutual Bank, FA	75/073,150	3/15/1996	2,087,153	8/1/1997
MILEAGE CHECKING	United States	036	Washington Mutual Bank, FA	74/614,852	12/23/1994	1,986,321	7/9/1996
MONEY MARKET SAVINGS	California	036	American Savings Bank, F.A.	15715	2/1/1983	15715	2/1/1983
MONEY MATRIX	California	036	American Savings & Loan Association	32968	6/21/1988	32968	6/21/1988
MONEY MATTERS	Oregon	136	Washington Mutual Savings Bank	N/A		S-27971	3/16/1994
MONEY MATTERS	Washington	036	Washington Mutual Savings Bank	N/A		22897	3/11/1994
MONEYMAX	United States	036	Long Beach Mortgage Company	75/448,022	3/11/1998		
MORTGAGE MANAGER	United States	036	Home Savings of America, FSB	75/261,387	3/21/1997	2,185,525	9/1/1998
MY DIME	United States	036	Washington Mutual Bank, FA	78/067,154	6/4/2001		
MY SCORE & MORE	United States	036	Washington Mutual Bank	78/585,048	3/10/2005		
MY SCORE & MORE and Design	United States	036	Washington Mutual Bank	78/585,050	3/10/2005		
MYCREDITPROFILE	United States	036	Washington Mutual Bank	75/900,640	1/21/2000	2,661,195	12/17/2002
MYCREDITPROFILE and Design	United States	036	Washington Mutual Bank	75/900,810	1/21/2000	2,661,196	12/17/2002
MYTOOLKIT	United States	035	Providian Financial Corporation	75/955,268	3/7/2000		
NA (AND DESIGN)	Virginia	036	North American Mortgage Company	N/A	8/21/1992	3534	8/25/1992
NAMC	United States	042	Washington Mutual Bank, FA	75/064,617	2/28/1996	2,191,202	9/22/1998
NEIGHBORHOOD PARTNERSHIP PROGRAM, THE	California	036	American Savings Bank, F.A.	38175	3/5/1991	38175	3/5/1991
NEIGHBORHOODNOW	United States	036	PNC Mortgage Corp. of America	74/411,568	7/9/1993	1,886,713	3/28/1995
NETGUARD	United States	036	Providian National Bank	75/085,908	4/9/1996	2,279,636	9/21/1999
NO RED TAPE	United States	036	Coast Federal Bank, Federal Savings Bank	74/488,595	2/10/1994		
NORTH AMERICAN MORTGAGE COMPANY	United States	036	Washington Mutual Bank, FA	73/291,592	1/2/1981	1,241,419	6/7/1983
NORTH AMERICAN MORTGAGE COMPANY (AND DESIGN)	California	036	North American Mortgage Company	N/A		41062	10/26/1992
NORTH AMERICAN MORTGAGE COMPANY (AND DESIGN)	Colorado	036	Washington Mutual Bank, FA	1077445	8/6/1992	1077445	8/6/1992
NORTH AMERICAN MORTGAGE COMPANY (AND DESIGN)	Connecticut	036	Washington Mutual Bank, FA	N/A	10/8/1992	8713	10/8/1992
NORTH AMERICAN MORTGAGE COMPANY (AND DESIGN)	Florida	036	North American Mortgage Company	N/A	1/14/1992	13724	10/14/1992



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A GREAT PLACE TO BANK	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	Arizona	016	North American Mortgage Company	31,051	8/14/1992	31051	8/14/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	Delaware	036	Washington Mutual Bank, FA	N/A	8/17/1992	199267600	8/17/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	Georgia (State)	036	Washington Mutual Bank, FA	N/A	8/19/1992	11981	8/19/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	Idaho	036	North American Mortgage Company	N/A		13724	8/6/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	Illinois	036	Washington Mutual Bank, FA	70954	8/11/1992	70954	8/11/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	Indiana	036	Washington Mutual Bank, FA	N/A	9/2/1992	5010-1521	9/2/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	Iowa	036	North American Mortgage Company	N/A	8/18/1992	C205566	8/18/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	Louisiana	036	North American Mortgage Company	N/A	8/17/1992	501615	8/17/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	Maine	036	Washington Mutual Bank, FA	N/A	8/17/1992	19930039M	8/17/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	Maryland	036	Washington Mutual Bank, FA	N/A	8/24/1992	1992S2990	8/24/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	Minnesota	036	Washington Mutual Bank, FA	N/A	8/24/1992	19681	8/24/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	Missouri	036	North American Mortgage Company	12048	8/14/1992	12048	8/14/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	Montana	036	North American Mortgage Company	T17076	8/14/1992	T017076	8/14/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	Nevada	036	North American Mortgage Company	N/A	8/17/1992	25-491	8/17/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	New Hampshire	036	Washington Mutual Bank, FA	86-45	8/17/1992	86-45	8/17/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	New Jersey	036	Washington Mutual Bank, FA	N/A	8/26/1992	10613	8/26/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	New York	036	Washington Mutual Bank, FA	N/A	9/9/1992	S-18117	9/9/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	Oklahoma	036	Washington Mutual Bank, FA	25143	8/17/1992	25143	8/17/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	Pennsylvania	036	Washington Mutual Bank, FA	N/A	8/24/1992	N/A	8/24/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	Rhode Island	036	Washington Mutual Bank, FA	920808	8/16/1992	19920808	8/16/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	South Dakota	036	Washington Mutual Bank, FA	N/A	8/17/1992	920,817	8/17/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	Tennessee	036	Washington Mutual Bank, FA	N/A	8/18/1992	N/A	8/18/1992
NORTH AMERICAN MORTGAGE	Texas	036	Washington Mutual Bank, FA	N/A	8/17/1992	52117	9/28/1992

Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
A GREAT PLACE TO BANK COMPANY NA (AND DESIGN)	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	Utah	036	North American Mortgage Company	N/A	8/20/1992	2519311	8/20/1992
NORTH AMERICAN MORTGAGE COMPANY NA (STYLIZED)	Ohio	036	North American Mortgage Company	N/A	9/30/1992	SM67830	9/30/1992
NORTH AMERICAN MORTGAGE INSURANCE SERVICES	United States	036	Washington Mutual Bank, FA	75/079,408	3/27/1996	2,183,262	8/25/1998
NORTHERN DISCLOSURES	United States	016	North American Mortgage Company	75/537,943	8/17/1998	2,270,801	8/17/1999
ONE OF THE BIGGEST. MAYBE THE BEST.	United States	036	Washington Mutual Bank, FA	74/101,652	8/27/1990	1,675,315	2/11/1992
ONE-TO-ONE EDUCATION PROGRAM	Oregon	136	Washington Mutual Bank	N/A		S26231	5/27/1992
ONE-TO-ONE EDUCATION PROGRAM	United States	035 036	Washington Mutual Bank	74/274,465	5/11/1992	1,791,826	9/7/1993
ONE-TO-ONE EDUCATION PROGRAM	Washington	036	Washington Mutual Savings Bank	N/A		021347	5/12/1992
ONE-TO-ONE TUTORING PROGRAM	Oregon	136	Washington Mutual	N/A		S26232	5/27/1992
ONE-TO-ONE TUTORING PROGRAM	United States	035 036	Washington Mutual Bank	74/274,462	5/11/1992	1,790,624	8/31/1993
ONE-TO-ONE TUTORING PROGRAM	Washington	036	Washington Mutual Savings Bank	N/A		21348	5/12/1992
OPENING DOORS FOR AMERICA	United States	036	North American Mortgage Company	74/472,774	12/20/1993	1,918,313	9/12/1995
OPENLINE YOUR HOME EQUITY LINE OF CREDIT & Design	Oregon	036	Washington Mutual, a Federal Savings Bank	N/A		S21223	11/20/1981
OPENLINE YOUR HOME EQUITY LINE OF CREDIT & Design	Washington	102	Washington Mutual, a Federal Savings Bank	N/A		16831	11/7/1986
OWNER'S CHOICE	Oregon	136	Washington Mutual Savings Bank	N/A		S26477	9/15/1992
OWNER'S CHOICE	United States	036	Washington Mutual Savings Bank	74/174,904	6/7/1991		
OWNER'S CHOICE	Washington	036	Washington Mutual Savings Bank	N/A		21579	8/13/1992
P & Design	United States	036	Washington Mutual Bank	73/134,771	7/21/1977	1,093,986	6/20/1978
PACIFIC FIRST	California	102	Washington Mutual, a Federal Savings Bank	N/A		036506	4/2/1990
PACIFIC FIRST	United States	036	Washington Mutual Bank	73/548,775	7/18/1985	1,452,455	8/11/1987
PAY-BY-PHONE	California	036	Washington Mutual Bank				
PAY-BY-PHONE	Idaho		Washington Mutual Bank				
PAY-BY-PHONE	Montana	036	Washington Mutual Bank	N/A	4/24/1997	19408	4/24/1997
PAY-BY-PHONE	Oregon	136	Washington Mutual Savings Bank	N/A		S26111	4/17/1992
PAY-BY-PHONE	United States	036	Washington Mutual Bank	75/487,781	5/19/1998		
PAY-BY-PHONE	Utah	036	Washington Mutual Bank	N/A	5/5/1997	37133	5/5/1997

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A GREAT PLACE TO BANK	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
PAY-BY-PHONE SERVICE	Washington	036	Washington Mutual Savings Bank	020804	8/15/1991	020804	8/15/1991
PAYSMART	United States	036	Washington Mutual Bank	75/898,053	1/19/2000	2,619,432	9/17/2002
PAYSMART and Design	United States	036	Washington Mutual Bank	75/902,794	1/25/2000	3,014,313	11/15/2005
PEAK ACCOUNT (Stylized)	California	036	Coast Savings & Loan Association	N/A		14782	9/22/1982
PERFORMANCE CHECKING	United States	036	Washington Mutual, a Federal Savings Bank	74/010,859	12/14/1989	1,631,862	1/15/1991
PERSONAL LINE PLUS	United States	036	Washington Mutual Bank, FA	75/151,007	8/15/1996		
PIONEER BANK and Design	Washington	102	Washington Mutual Savings Bank	N/A		18089	5/12/1988
PIONEER MORTGAGE & Design	Washington	102	Washington Mutual Savings Bank	N/A		18088	5/12/1988
PIONEER PROPERTIES and Design	Washington	102	Washington Mutual Savings Bank	N/A		18087	5/12/1988
PLATINUM CHOICE	United States	036	Providian Financial Corporation	75/545,704	9/1/1998		
PREFERRED PARTNERS	United States	036	Washington Mutual Bank, FA	74/602,215	11/22/1994	1,937,111	11/21/1995
PREMIER PARTNERS	United States	036	FleetBoston Financial Corporation	75/141,846	7/29/1996	2,069,887	6/10/1997
PROFOLIO STYLIZED	United States	036	Great Western Financial Advisors Corporation	74/074,385	6/29/1990		
PROMINENCE	United States	009 036	Washington Mutual Finance Corp.	75/637,977	2/5/1999		
PRONTO of America	United States	036	PNC Mortgage Corp. of America	75/395,400	11/24/1997		
PROPOINTS	United States	042	Providian Financial Corporation	75/773,053	8/11/1999		
PROSPEROUS SAVINGS (Chinese Characters)	United States	036	Home Savings of America, FSB	74/098,182	9/18/1990	1,728,080	10/27/1992
PROVIDIAN	United States	036	Washington Mutual Bank	74/455,396	11/8/1993	1,947,298	1/9/1996
PROVIDIAN (Stylized)	United States	035 036	Providian Financial Corporation	78/086,434	10/2/2001		
PROVIDIAN AIRPOINTS	United States	035 036	New American Capital, Inc.	78/275,158	7/16/2003		
PROVIDIAN and Design	United States	035 036	Providian Financial Corporation	78/086,436	10/2/2001		
PROVIDIAN BUILDING BLOCKS and Design	United States	035	New American Capital, Inc.	78/518,825	11/17/2004		
PROVIDIAN BUYSMART	United States	035 036	Providian Financial Corporation	75/853,310	11/18/1999		
PROVIDIAN HEALTH ADVANTAGE	United States	035	Providian Financial Corporation	75/224,917	1/8/1997	2,173,880	7/14/1998
PROVIDIAN INDIVIDUALS MATTER (Face with Eye Design)	United States	035 036	Providian Financial Corporation	78/086,435	10/2/2001		
PROVIDIAN on blue/gray credit card	United States	036	Washington Mutual Bank	78/025,771	9/13/2000	2,921,380	1/25/2005
PROVIDIAN on green/gray credit card	United States	036	Washington Mutual Bank	78/025,768	9/13/2000	2,921,379	1/25/2005
PROVIDIAN on orange/gray credit card	United States	009	Providian Financial Corporation	78/025,782	9/13/2000		

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A GREAT PLACE TO BANK	United States	036 036 039	Coast Federal Bank, FSB	74/276,984	5/19/1992		
PROVIDIAN on red/gray credit card	United States	036	Washington Mutual Bank	78/025,777	9/13/2000	2,921,381	1/25/2005
PROVIDIAN on yellow/gray credit card	United States	036	Washington Mutual Bank	78/025,779	9/13/2000	2,921,382	1/25/2005
PROVIDIAN PERSONAL REGISTRY	United States	035	Mercer Acquisition LLC	75/623,644	1/19/1999	2,443,755	4/17/2001
PROVIDIAN POINTS	United States	035	Providian Financial Corporation	78/019,622	8/3/2000		
PROVIDIAN POINTS (Stylized)	United States	035	Providian Financial Corporation	78/027,225	9/22/2000		
PROVIDIAN PROVIDING MORE	United States	036	Washington Mutual Bank	78/356,246	1/23/2004		
PROVIDIAN PROVIDING MORE and Design	United States	036	New American Capital, Inc.	78/356,667	1/23/2004		
PROVIDIAN RAPIDAPP	United States	036	New American Capital, Inc.	78/033,624	11/2/2000		
PROVIDIAN REAL REWARDS	United States	035 036	Washington Mutual Bank	78/275,156	7/16/2003	3,283,455	8/21/2007
PROVIDIANCLEAR	United States	036	Providian Financial Corporation	78/017,728	7/20/2000		
PROVIDIANPOINTS.COM	United States	035	Providian Financial Corporation	78/019,620	8/3/2000		
PROVIDING MORE	United States	036	Washington Mutual Bank	78/356,268	1/23/2004		
PURCHASE EXPRESS	United States	036	North American Mortgage Company	74/532,962	6/3/1994	1,925,842	10/10/1995
PURCHASEEXPRESS	United States	036	Washington Mutual Bank, FA	74/532,780	6/3/1994	2,000,262	9/10/1996
PUTT FOR EDUCATION	Oregon	136	Washington Mutual Bank	S-28012		S-28012	3/29/1994
QUICKCLOSE	Florida	036	Homeside Lending, Inc.	N/A	5/26/1989	T11,075	5/26/1989
QUICKCLOSE	United States	036	Washington Mutual Bank, FA	75/394,236	11/21/1997	2,342,176	4/18/2000
RABBIT DESIGN	United States	036	Coast Federal Savings and Loan Association of Los Angeles	72/192,570	5/4/1964	801,514	1/4/1966
RABBIT DESIGN	United States	036	Coast Federal Savings and Loan Association	73/098,189	8/30/1976	1,078,067	11/22/1977
READY!SET!CLOSE! (Stylized)	United States	036	FleetBoston Financial Corporation	75/541,611	8/21/1998	2,334,717	3/28/2000
READYREFI	United States	036	PNC Mortgage Corp. of America	75/341,351	8/13/1997	2,245,098	5/11/1999
REAL ESTATE USA & DESIGN	United States	016	New American Capital, Inc.	74/010,631	12/14/1989	1,690,104	6/2/1992
RIGHT AT HOME	United States	036	Providian Financial Corporation	75/762,882	7/29/1999		
RIGHT AT HOME and Design	United States	036	Providian Financial Corporation	75/762,880	7/29/1999		
RODEO GRANDMAS	United States	036	Washington Mutual Bank	75/162,128	9/6/1996	2,105,127	10/14/1997
SAFE AT HOME	United States	036	PNC Mortgage Corp. of America	74/520,722	4/29/1994	1,956,843	2/13/1996
SAVINGS OF AMERICA & Design	Alabama	036	Home Savings of America, F.A.	N/A		102,787	1/9/1986
SAVINGS OF AMERICA & Design	Alabama	036	Home Savings of America, F.A.	N/A		102,810	2/12/1986
SAVINGS OF AMERICA & Design	Arkansas	036	Home Savings of America, F.A.	N/A		2,286	2/12/1986

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A GREAT PLACE TO BANK	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
SAVINGS OF AMERICA & Design	Arkansas	036	Home Savings of America, F.A.	N/A		35,486	1/2/1986
SAVINGS OF AMERICA & Design	California	036	Home Savings of America, F.A.	N/A		25,908	2/21/1986
SAVINGS OF AMERICA & Design	Colorado	036	Home Savings of America, F.A.	N/A		T30,063	1/2/1986
SAVINGS OF AMERICA & Design	Colorado	036	Home Savings of America, F.A.	N/A		T30,284	2/11/1986
SAVINGS OF AMERICA & Design	Delaware	036	Home Savings of America, F.A.	N/A		10,621	6/5/1986
SAVINGS OF AMERICA & Design	Florida	036	Home Savings of America, FSB	N/A		T04651	2/14/1986
SAVINGS OF AMERICA & Design	Florida	036	Home Savings of America, FSB	N/A		T04712	2/21/1986
SAVINGS OF AMERICA & Design	Georgia (State)	036	Home Savings of America, F.A.	N/A		S6,565	2/18/1986
SAVINGS OF AMERICA & Design	Idaho	036	Home Savings of America, F.A.	N/A		10,621	2/7/1986
SAVINGS OF AMERICA & Design	Illinois	036	Home Savings of America, FSB	N/A		57,848	2/10/1986
SAVINGS OF AMERICA & Design	Illinois	036	Home Savings of America, F.A.	N/A		54,487	3/6/1984
SAVINGS OF AMERICA & Design	Indiana	036	Home Savings of America, FSB	N/A		50097163	2/10/1986
SAVINGS OF AMERICA & Design	Iowa	036	Home Savings of America, FSB	N/A		6870	2/10/1986
SAVINGS OF AMERICA & Design	Kansas	036	Home Savings of America, FSB	N/A		N/A	1/28/1986
SAVINGS OF AMERICA & Design	Kansas	036	Home Savings of America, FSB	N/A		N/A	2/11/1986
SAVINGS OF AMERICA & Design	Kentucky	036	Home Savings of America, FSB	N/A		6604	2/10/1986
SAVINGS OF AMERICA & Design	Louisiana	036	Home Savings of America, FSB	N/A		440,284	2/7/1986
SAVINGS OF AMERICA & Design	Maryland	036	Home Savings of America, F.A.	N/A		1986S1678	4/21/1986
SAVINGS OF AMERICA & Design	Massachusetts	036	Home Savings of America, F.A.	N/A		38,545	6/11/1986
SAVINGS OF AMERICA & Design	Michigan	036	Home Savings of America, F.A.	N/A		M54050	4/24/1986
SAVINGS OF AMERICA & Design	Minnesota	036	Home Savings of America, F.A.	N/A		11082	5/12/1986
SAVINGS OF AMERICA & Design	Mississippi	036	Home Savings of America, FSB	N/A		N/A	1/14/1986
SAVINGS OF AMERICA & Design	Mississippi	036	Home Savings of America, FSB	N/A		N/A	2/17/1986
SAVINGS OF AMERICA & Design	Missouri	036	Home Savings of America, FSB	N/A		S8985	2/10/1986
SAVINGS OF AMERICA & Design	Missouri	036	Home Savings of America, FSB	N/A		S8123	3/5/1984
SAVINGS OF AMERICA & Design	Montana	036	Home Savings of America, FSB	N/A		T014574	2/18/1986
SAVINGS OF AMERICA & Design	Montana	036	Home Savings of America, FSB	N/A		T014573	2/18/1986
SAVINGS OF AMERICA & Design	Nebraska	036	Home Savings of America, F.A.	N/A		961214	2/18/1986
SAVINGS OF AMERICA & Design	Nebraska	036	Home Savings of America, F.A.	N/A		86121058	2/18/1986
SAVINGS OF AMERICA & Design	Nebraska	036	Home Savings of America, F.A.	N/A		8651038	1/14/1986
SAVINGS OF AMERICA & Design	Nevada	036	Home Savings of America, F.A.	N/A		2075	3/4/1986

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A GREAT PLACE TO BANK	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
SAVINGS OF AMERICA & Design	New Hampshire	036	Home Savings of America FSB, Federal	N/A		91154	2/20/1996
SAVINGS OF AMERICA & Design	New Jersey	036	Home Savings of America, F.A.	N/A		6,438	2/20/1986
SAVINGS OF AMERICA & Design	New Mexico	036	Home Savings of America, FSB	N/A		TK86021304	2/13/1986
SAVINGS OF AMERICA & Design	New Mexico	036	Home Savings of America, FSB	N/A		TK86011403	2/13/1986
SAVINGS OF AMERICA & Design	New York	036	Home Savings of America, FSB	N/A		S-9291	3/6/1986
SAVINGS OF AMERICA & Design	North Carolina	036	Home Savings of America, F.A.	N/A		6,390	3/3/1986
SAVINGS OF AMERICA & Design	Ohio	036	Home Savings of America, F.A.	N/A		SM63393	3/10/1986
SAVINGS OF AMERICA & Design	Oklahoma	036	Home Savings of America, FSB	N/A		20,517	2/13/1986
SAVINGS OF AMERICA & Design	Oklahoma	036	Home Savings of America, FSB	N/A		27,824	2/29/1996
SAVINGS OF AMERICA & Design	Oregon	036	Home Savings of America Corporation	N/A		S20,679	2/28/1986
SAVINGS OF AMERICA & Design	Pennsylvania	036	Home Savings of America, F.A.	N/A		905459	2/14/1986
SAVINGS OF AMERICA & Design	Rhode Island	036	Home Savings of America, FSB	N/A		860,402	4/4/1986
SAVINGS OF AMERICA & Design	South Carolina	036	Home Savings of America, F.A.	N/A		86002783	2/19/1986
SAVINGS OF AMERICA & Design	Tennessee	036	Home Savings of America, FSB	N/A		N/A	3/6/1986
SAVINGS OF AMERICA & Design	Texas	036	Home Savings of America, FSB	N/A		45429	12/11/1984
SAVINGS OF AMERICA & Design	Texas	036	Home Savings of America, FSB	N/A		45421	12/11/1984
SAVINGS OF AMERICA & Design	United States	036	Home Savings of America, FSB	73/468,242	3/2/1984	1,345,026	6/25/1985
SAVINGS OF AMERICA & Design	United States	036	Home Savings of America, FSB	75/041,862	1/11/1996	2,077,028	7/8/1997
SAVINGS OF AMERICA & Design	United States	036	Home Savings of America, FSB	74/365,894	3/5/1993		
SAVINGS OF AMERICA & Design	United States	036	Home Savings of America, F.A.	73/468,214	3/2/1984	1,357,138	8/27/1985
SAVINGS OF AMERICA & Design	Utah	036	Home Savings of America, FSB	N/A		36,084	12/21/1995
SAVINGS OF AMERICA & Design	Utah	036	Home Savings of America, FSB	N/A		27862	1/27/1986
SAVINGS OF AMERICA & Design	Virginia	036	Home Savings of America, F.A.	N/A		N/A	4/1/1986
SAVINGS OF AMERICA & Design	Washington	036	Home Savings of America, FSB	N/A		16,363	3/12/1986
SAVINGS OF AMERICA & Design (w/color)	Arkansas	036	Home Savings of America, F.A.	N/A		2,386	2/13/1986
SAVINGS OF AMERICA & Design (w/color)	California	036	Home Savings of America, FSB	N/A		25,909	2/21/1986
SAVINGS OF AMERICA & Design (w/color)	Idaho	036	Home Savings of America, FSB	N/A		10,626	2/13/1986
SAVINGS OF AMERICA & Design (w/color)	Louisiana	036	Home Savings of America, F.A.	N/A		N/A	2/13/1986
SAVINGS OF AMERICA & Design (w/color)	New Mexico	036	Home Savings of America, FSB	N/A		TK86021303	2/13/1986

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A GREAT PLACE TO BANK	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
SAVINGS OF AMERICA & Design (w/colors)	Colorado	036	Home Savings of America, F.A.	N/A		19851030942	6/9/1986
SAVINGS OF AMERICA & Design (w/colors)	Delaware	036	Home Savings of America, FSB	N/A		19860066949	6/5/1986
SAVINGS OF AMERICA & Design (w/colors)	Georgia (State)	036	Home Savings of America, F.A.	N/A		S6614	2/27/1986
SAVINGS OF AMERICA & Design (w/colors)	Indiana	036	Home Savings of America, F.A.	N/A		50097169	2/13/1986
SAVINGS OF AMERICA & Design (w/colors)	Iowa	036	Home Savings of America, FSB	N/A		6,871	2/13/1986
SAVINGS OF AMERICA & Design (w/colors)	Kansas	036	Home Savings of America, FSB	N/A		N/A	2/13/1986
SAVINGS OF AMERICA & Design (w/colors)	Kentucky	036	Home Savings of America, FSB	N/A		6624	2/14/1986
SAVINGS OF AMERICA & Design (w/colors)	Maryland	036	Home Savings of America, FSB	N/A		19861679	4/21/1986
SAVINGS OF AMERICA & Design (w/colors)	Massachusetts	036	Home Savings of America, F.A.	N/A		38,544	6/11/1986
SAVINGS OF AMERICA & Design (w/colors)	Minnesota	036	Home Savings of America, F.A.	N/A		11083	5/12/1986
SAVINGS OF AMERICA & Design (w/colors)	Mississippi	036	Home Savings of America, FSB	N/A		N/A	2/13/1986
SAVINGS OF AMERICA & Design (w/colors)	Nevada	036	Home Savings of America, FSB	N/A		2074	3/4/1986
SAVINGS OF AMERICA & Design (w/colors)	New Hampshire	036	Home Savings of America, FSB	N/A		91155	2/20/1996
SAVINGS OF AMERICA & Design (w/colors)	New Jersey	036	Home Savings of America, F.A.	N/A		6,437	2/20/1986
SAVINGS OF AMERICA & Design (w/colors)	New York	036	Home Savings of America, FSB	N/A		S9277	2/25/1986
SAVINGS OF AMERICA & Design (w/colors)	North Carolina	036	Home Savings of America, FSB	N/A		6,370	2/18/1986
SAVINGS OF AMERICA & Design (w/colors)	Ohio	036	Home Savings of America, F.A.	N/A		SM63392	3/10/1986
SAVINGS OF AMERICA & Design (w/colors)	Oklahoma	036	Home Savings of America, FSB	N/A		20,516	2/13/1986
SAVINGS OF AMERICA & Design (w/colors)	Oregon	036	Home Savings of America Corporation	N/A		S20,678	2/28/1986
SAVINGS OF AMERICA & Design (w/colors)	Pennsylvania	036	Home Savings of America, F.A.	N/A		905458	2/14/1986
SAVINGS OF AMERICA & Design (w/colors)	Rhode Island	036	Home Savings of America, F.A.	N/A		860,401	4/4/1986
SAVINGS OF AMERICA & Design (w/colors)	South Carolina	036	Home Savings of America, F.A.	N/A		86002782	2/19/1986
SAVINGS OF AMERICA & Design	Tennessee	036	Home Savings of America, FSB	N/A		N/A	3/6/1986

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A GREAT PLACE TO BANK (w/colors)	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
SAVINGS OF AMERICA & Design (w/colors)	Tennessee	036	Home Savings of America, FSB	N/A		N/A	3/6/1986
SAVINGS OF AMERICA & Design (w/colors)	Utah	036	Home Savings of America, FSB	N/A		27,863	1/27/1986
SAVINGS OF AMERICA & Design (w/colors)	Virginia	036	Home Savings of America, FSB	N/A		N/A	4/1/1986
SAVINGS OF AMERICA & Design (w/colors)	Washington	036	Home Savings of America, FSB	N/A		16,362	3/12/1986
SAVINGS OF AMERICA & Design (w/colors)	Wisconsin	036	Home Savings of America, F.A.	N/A		N/A	2/19/1988
SAVINGS OF AMERICA (Block Letters)	Alabama	036	Home Savings of America, F.A.	N/A		102823	2/26/1986
SAVINGS OF AMERICA (Block Letters)	Connecticut	036	Home Savings of America, F.A.	N/A		6549	4/21/1986
SAVINGS OF AMERICA (Block Letters)	Delaware	036	Home Savings of America, FSB	N/A		19860066950	6/5/1986
SAVINGS OF AMERICA (Block Letters)	Idaho	036	Home Savings of America, F.A.	N/A		10,617	2/4/1986
SAVINGS OF AMERICA (Block Letters)	Illinois	036	Home Savings of America, F.A.	N/A		54,486	3/6/1984
SAVINGS OF AMERICA (Block Letters)	Indiana	036	Home Savings of America, FSB	N/A		50097087	1/9/1986
SAVINGS OF AMERICA (Block Letters)	Iowa	036	Home Savings of America, FSB	N/A		6,728	1/2/1986
SAVINGS OF AMERICA (Block Letters)	Kentucky	036	Home Savings of America, FSB	N/A		6,562	1/21/1986
SAVINGS OF AMERICA (Block Letters)	Louisiana	036	Home Savings of America, FSB	N/A		n/a	1/2/1986
SAVINGS OF AMERICA (Block Letters)	Maine	036	Home Savings of America	N/A		860138	1/3/1986
SAVINGS OF AMERICA (Block Letters)	Maryland	036	Home Savings of America, FSB	N/A		1986S1636	1/27/1986
SAVINGS OF AMERICA (Block Letters)	Massachusetts	036	Home Savings of America, F.A.	N/A		38,546	6/11/1986
SAVINGS OF AMERICA (Block Letters)	Michigan	036	Home Savings of America, FSB	N/A		89.047	1/7/1986
SAVINGS OF AMERICA (Block Letters)	Michigan	036	Home Savings of America, F.A.	N/A		72,048	2/18/1986
SAVINGS OF AMERICA (Block Letters)	Michigan	036	Home Savings of America, F.A.	N/A		M89047	1/7/1986
SAVINGS OF AMERICA (Block Letters)	Minnesota	036	Home Savings of America, F.A.	N/A		11084	5/12/1986
SAVINGS OF AMERICA (Block Letters)	Missouri	036	Home Savings of America, FSB	N/A		S8124	3/5/1984



Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
A GREAT PLACE TO BANK	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
SAVINGS OF AMERICA (Block Letters)	Montana	036	Home Savings of America, FSB	N/A		T014549	1/13/1986
SAVINGS OF AMERICA (Block Letters)	Nevada	036	Home Savings of America, FSB	N/A		19988	1/14/1986
SAVINGS OF AMERICA (Block Letters)	New Hampshire	036	Home Savings of America, F.A.	N/A		73106	2/13/1986
SAVINGS OF AMERICA (Block Letters)	New Hampshire	036	Home Savings of America, F.A.	N/A		7339	1/14/1986
SAVINGS OF AMERICA (Block Letters)	New Jersey	036	Home Savings of America, F.A.	N/A		6,397	1/30/1986
SAVINGS OF AMERICA (Block Letters)	New York	036	Home Savings of America, FSB	N/A		S8436	11/26/1984
SAVINGS OF AMERICA (Block Letters)	North Carolina	036	Home Savings of America, FSB	N/A		6354	2/10/1986
SAVINGS OF AMERICA (Block Letters)	Ohio	036	Home Savings of America, F.A.	N/A		SM63305	1/13/1986
SAVINGS OF AMERICA (Block Letters)	Oklahoma	036	Home Savings of America	N/A		19,676	11/13/1984
SAVINGS OF AMERICA (Block Letters)	Oregon	036	Home Savings of America Corporation	N/A		S20,658	2/21/1986
SAVINGS OF AMERICA (Block Letters)	Rhode Island	036	Home Savings of America, FSB	N/A		860203	2/5/1986
SAVINGS OF AMERICA (Block Letters)	South Carolina	036	Home Savings of America, F.A.	N/A		86001341	1/21/1986
SAVINGS OF AMERICA (Block Letters)	South Dakota	036	Home Savings of America, FSB	N/A		N/A	1/17/1986
SAVINGS OF AMERICA (Block Letters)	United States	036	Home Savings of America, FSB	73/468,243	3/2/1984	1,345,027	6/25/1985
SAVINGS OF AMERICA (Block Letters)	Utah	036	Home Savings of America, F.A.	N/A		27,786	1/13/1985
SAVINGS OF AMERICA (Block Letters)	Virginia	036	Home Savings of America, FSB	N/A		N/A	1/29/1986
SAVINGS OF AMERICA (Block Letters)	Washington	036	Home Savings of America, FSB	N/A		16,237	1/13/1986
SAVINGS OF AMERICA (Block Letters)	Wisconsin	036	Home Savings of America, F.A.	N/A		N/A	1/15/1986
SAVINGS OF AMERICA (Stylized Letters)	California	036	Home Savings of America, Federal Savings Association	N/A		20,858	9/4/1984
SAVINGS OF AMERICA (Stylized Letters)	Florida	036	Home Savings of America, FSB	N/A		T03359	11/19/1984
SAVINGS OF AMERICA Design	United States	036	Home Savings of America, FSB	73/468,244	3/2/1984	1,343,247	6/18/1985
SAVINGS OF AMERICA ESTABLISHED 1889 & Design	Georgia (State)	036	Home Savings of America, FSB	N/A		S6527	1/16/1986
SAVINGS OF AMERICA ESTABLISHED 1889 & Design	Texas	036	Home Savings of America, FSB	N/A		45,430	12/11/1984

Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
A GREAT PLACE TO BANK	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
SAY SO / LET US KNOW WHAT YOU THINK!	New Hampshire	036	Home Savings of America, F.A.	N/A		73107	2/18/1986
SCHOOL SAVINGS	United States	036	Washington Mutual Bank	74/327,202	11/2/1992	1,850,029	8/16/1994
SELECT EQUITY and Design	United States	036	Providian Financial Corporation	74/146,933	3/11/1991	1,722,401	10/6/1992
SELECT FUNDS and Design	United States	036	Providian Financial Corporation	74/217,785	11/1/1991	1,718,724	9/22/1992
SELECT TRAVEL	United States	039	New American Capital, Inc.	74/688,840	6/15/1995	1,964,324	3/26/1996
SHIELD Design	California	036	Home Savings of America, F.A.	N/A		19,043	3/5/1984
SHIELD Design	California	036	Home Savings of America, FSB	N/A		18,214	12/2/1983
SHIELD Design	California	036	Home Savings of America, FSB	N/A		18,215	12/2/1983
SHIELD Design	Texas	036	Home Savings of America, FSB	N/A		39,987	4/6/1982
SIERRA ADVANTAGE	United States	036	New American Capital, Inc.	74/423,176	8/11/1993	1,885,253	3/21/1995
SIERRA TRUST FUNDS	United States	036	New American Capital, Inc.	74/451,411	10/21/1993	1,896,462	5/30/1995
SIERRA WESTERN MORTGAGE	United States	036	New American Capital, Inc.	74/494,141	2/24/1994	2,003,404	9/24/1996
SIERRA WESTERN MORTGAGE CO. & Design	Ohio		Great Western Mortgage Corporation	N/A		RN190439	8/4/1994
SIERRA WESTERN MORTGAGE COMPANY	Alabama	036	Great Western Mortgage Corporation	N/A		106806	8/23/1996
SIERRA WESTERN MORTGAGE COMPANY	Wisconsin	036	Great Western Mortgage Corporation	N/A		N/A	12/21/1994
SIERRA WESTERN MORTGAGE COMPANY & DESIGN	United States	036	New American Capital, Inc.	74/506,300	3/28/1994	1,960,904	3/5/1996
SILVER CIRCLE	California	036	Home Savings and Loan Association	N/A		1505	12/23/1971
SILVER CIRCLE	United States	036	Home Savings of America, FSB	72/409,800	12/9/1971	954,220	2/27/1973
SMART CHOICE	Oregon	136	Washington Mutual Savings Bank	N/A		S27560	10/27/1993
SMART CHOICE	United States	036	Washington Mutual Savings Bank	74/332,402	11/18/1992		
SMART CHOICE	Washington	036	Washington Mutual Savings Bank	N/A	10/27/1993	22578	10/27/1993
SMARTSELLER	United States	036	PNC Mortgage Corp. of America	75/202,428	11/22/1996	2,175,645	7/21/1998
SOLID GOLD	United States	036	PNC Mortgage Corp. of America	74/182,737	7/5/1991	1,741,671	12/22/1992
SPECTRA	United States	036 038	PNC Mortgage Corp. of America	74/350,370	1/19/1993		
SPLITSECOND	United States	036	PNC Mortgage Corp. of America	75/230,465	1/24/1997	2,179,499	8/4/1998
STARTING BLOCKS	United States	036	PNC Mortgage Corp. of America	75/030,403	11/28/1995	2,012,031	10/29/1996
STRESSLESS CARD	United States	036	Washington Mutual Bank	78/548,202	1/14/2005		
STRUCTURES	United States	036	PNC Mortgage Corp. of America	75/509,637	6/29/1998	2,414,996	12/26/2000
TELESERVICES & Design	Washington	042	Washington Mutual Savings Bank	N/A		19148	8/7/1989

Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
A GREAT PLACE TO BANK	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
THANK YOU, BANK U	United States	036	Bank United Corp.	75/176,406	10/3/1996	2,212,145	12/22/1998
THE BOWERY MONEY CARD	United States	036	Home Savings of America, F.A.	73/116,246	2/17/1977	1,130,552	2/5/1980
THE BOWERY MORTGAGE COMPANY	New Jersey	036	Home Savings of America, F.A.	N/A		SM8553	3/21/1989
THE BOWERY MORTGAGE COMPANY	United States	036	Home Savings of America, F.A.	73/778,607	2/3/1989	1,617,904	10/16/1990
THE BOWERY MORTGAGE COMPANY (Block Letters)	New York	036	Home Savings of America, F.A.	N/A		S11204	2/13/1989
THE BOWERY MORTGAGE COMPANY (Stylized)	Connecticut	036	Home Savings of America, F.A.	N/A		7487	4/6/1989
THE BOWERY MORTGAGE COMPANY (Stylized)	Connecticut	036	Home Savings of America, F.A.	N/A		7572	5/31/1989
THE BOWERY MORTGAGE COMPANY (Stylized)	New Jersey	036	Home Savings of America, F.A.	N/A		SM8554	3/21/1989
THE BOWERY MORTGAGE COMPANY (Stylized)	New York	036	Home Savings of America, F.A.	N/A		S11207	2/13/1999
THE BOWERY MORTGAGE COMPANY (Stylized)	United States	036	Home Savings of America, F.A.	73/778,502	2/3/1989	1,617,024	10/9/1990
THE BOWERY MORTGAGE COMPANY AN AFFILIATE OF SAVINGS OF AMERI	New Jersey	036	Home Savings of America, F.A.	N/A		SM8555	3/21/1989
THE BOWERY MORTGAGE COMPANY AN AFFILIATE OF SAVINGS OF AMERI	New York	036	Home Savings of America, F.A.	N/A		S11208	2/13/1989
THE BOWERY MORTGAGE COMPANY AN AFFILIATE OF SAVINGS OF AMERI	United States	036	Home Savings of America, FSB	73/778,605	2/3/1989	1,617,903	10/16/1990
THE BOWERY MORTGAGE COMPANY AN AFFILIATE OF SAVINGS OF AMERI	United States	036	Home Savings of America, F.A.	73/778,507	2/3/1989	1,617,902	10/16/1990
THE BOWERY MORTGAGE COMPANY AN AFFILIATE OF SAVINGS OF AMERI	United States	036	Home Savings of America, F.A.	73/797,862	5/5/1989	1,621,582	11/6/1990
THE BOWERY MORTGAGE COMPANY and Design	Connecticut	036	Home Savings of America, F.A.	N/A		7569	5/31/1989
THE BOWERY MORTGAGE COMPANY and Design	New Jersey	036	Home Savings of America, F.A.	N/A		TM8552	3/21/1989
THE BOWERY MORTGAGE COMPANY and Design	New Jersey	036	Home Savings of America, F.A.	N/A		TM8556	3/21/1989
THE BOWERY MORTGAGE COMPANY and Design	New York	036	Home Savings of America, F.A.	N/A		S11205	2/13/1989
THE BOWERY MORTGAGE COMPANY and Design	New York	036	Home Savings of America, F.A.	N/A		S11206	2/13/1989
THE BOWERY MORTGAGE COMPANY and Design	United States	036	Home Savings of America, F.A.	73/778,504	2/3/1989	1,617,901	10/16/1990
THE CARD THAT MEANS BUSINESS	United States	036	Washington Mutual Bank	78/625,735	5/9/2005	3,386,319	2/19/2008

Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
A GREAT PLACE TO BANK	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
THE CARD THAT MEANS BUSINESS	United States	035 036	Providian Financial Corporation	78/033,547	11/2/2000		
THE CHOICE OF SMART INVESTORS	United States	036	Great Western Savings	73/608,058	7/7/1986	1,573,785	12/26/1989
THE GRIFFIN FUNDS and Design	United States	036	Griffin Financial Services	74/422,870	8/9/1993	1,901,313	6/20/1995
THE INSIDERS CLUB	United States	036	Coast Federal Bank, Federal Savings Bank	72/344,818	11/28/1969	921,323	9/28/1971
THE MOMENT OF TRUTH	United States	036	Anchor Savings Bank FSB	74/189,587	7/29/1991	1,861,449	11/1/1994
THE MORTGAGE CARD	United States	036	BancBoston Mortgage Corporation	75/030,999	12/11/1995	2,074,639	6/24/1997
THE NATION'S MORTGAGE LENDER & Design	Illinois	036	Home Savings of America, F.A.	N/A		68,916	7/18/1991
THE NATION'S MORTGAGE LENDER HOME SAVINGS OF AMERICA ESTABL	United States	036	Home Savings of America, FSB	74/187,338	7/22/1991	1,755,678	3/2/1993
THE NATION'S MORTGAGE LENDER SAVINGS OF AMERICA & Design	California	036	Home Savings of America, F.A.	N/A		39643	12/10/1991
THE NATION'S MORTGAGE LENDER SAVINGS OF AMERICA & Design	Florida	036	Home Savings of America, F.A.	N/A		T15408	1/2/1992
THE NATION'S MORTGAGE LENDER SAVINGS OF AMERICA & Design	New York	036	Home Savings of America, F.A.	N/A		S12759	9/26/1991
THE ONLY BANK THAT'S MORE THAN A BANK	United States	036	Washington Mutual Bank	73/400,146	10/18/1982	1,261,149	12/13/1983
THEBOWERY (Stylized)	United States	036	Home Savings of America, FSB	73/560,233	9/26/1985	1,438,685	5/5/1987
THERE'S NO PLACE LIKE HOME	United States	036	Home Savings of America, FSB	75/233,744	1/30/1997		
TIMCOR EXCHANGE CORPORATION 1031 and Design	United States	036	Washington Mutual Bank	76/610,942	9/3/2004	3,039,432	1/10/2006
TOP SPEED AUTO LOANS	United States	036	Great Western Savings	73/630,225	11/14/1986	1,446,793	7/7/1987
TREASURY BILL PLUS (STYLIZED)	California	036	Great Western Federal Savings Bank	N/A		7771	3/13/1979
TRIPLE PLAY	United States	036	PNC Mortgage Corp. of America	74/516,811	4/25/1994	1,949,600	1/16/1996
VIRTUAL BANKING	United States	036	Home Savings of America, FSB	74/645,274	3/13/1995		
VIRTUAL CHECKING	United States	036	Home Savings of America, FSB	74/645,273	3/13/1995		
VIRTUALLY TIMELESS VIRTUALLY PAPERLESS	United States	036	FleetBoston Financial Corporation	75/868,584	12/9/1999	2,514,074	12/4/2001
WAMUMORTGAGE	United States	036	Washington Mutual Bank	75/734,003	6/22/1999		
WASHINGTON MUTUAL	United States	036	Washington Mutual Bank	73/295,010	1/30/1981	1,214,303	10/26/1982
WASHINGTON MUTUAL BUSINESS BANKING Tradename	Washington		Washington Mutual Business Bank				
WASHINGTON MUTUAL BUSINESS BANKING Tradename	Washington		Washington Mutual Bank				
WASHINGTON MUTUAL CAN	United States	035	Washington Mutual Bank	74/719,925	8/24/1995	2,039,916	2/25/1997

Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
A GREAT PLACE TO BANK	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
WASHINGTON MUTUAL CAN	United States	036	Washington Mutual Bank	74/719,917	8/24/1995	2,041,692	3/4/1997
WASHINGTON MUTUAL CAN	United States	041	Washington Mutual Bank	74/719,915	8/24/1995	2,039,915	2/25/1997
WASHINGTON MUTUAL CAN	United States	042	Washington Mutual Bank	74/720,666	8/24/1995	2,039,925	2/25/1997
WASHINGTON MUTUAL CASH CARD	Oregon	136	Washington Mutual Savings Bank	N/A	11/29/1993	S27680	11/29/1993
WASHINGTON MUTUAL CASH CARD	Oregon	116	Washington Mutual Savings Bank	S27678	11/29/1993	S27678	11/29/1993
WASHINGTON MUTUAL CASH CARD	Washington	036	Washington Mutual Savings Bank	22626	11/24/1993	22626	11/24/1993
WASHINGTON MUTUAL CASH CARD	Washington	016	Washington Mutual Savings Bank	N/A	11/24/1993	22627	11/24/1993
WAVE DESIGN	United States	036	Washington Mutual, a Federal Savings Bank	72/422,648	4/27/1972	981,403	3/26/1974
WE'LL ALWAYS BE THERE	United States	036	New American Capital, Inc.	74/319,598	9/30/1992	1,809,558	12/7/1993
WE'RE WITH YOU	United States	036	The Dime Savings Bank of New York, FSB	75/076,921	3/22/1996	2,088,868	8/19/1997
WESTERN BANK & EAGLE DESIGN	Oregon		Washington Mutual Bank	N/A	7/1/1994	S28127	7/1/1994
WHEAT LOGO	United States	036	Washington Mutual Bank	73/298,405	2/23/1981	1,197,378	6/8/1982
WITH YOU ALL THE WAY	United States	036	The Dime Savings Bank of New York, FSB	75/076,920	3/22/1996	2,032,344	1/21/1997
WM BUSINESS BANK Fictitious Business Name	California		Washington Mutual Bank				
WM BUSINESS BANK Tradename	Washington		Washington Mutual Bank	N/A	4/5/1999	601576388	4/5/1999
WOMAN WITH TORCH and WHEAT Design (Stylized)	United States	036	Providian Financial Corporation	74/496,587	3/3/1994	1,924,798	10/3/1995
WORKING TOGETHER WORKS	United States	036	Washington Mutual Bank, FA	74/270,764	4/30/1992	1,849,571	8/9/1994
XCEEDLOAN	United States	009 035	Washington Mutual Bank, FA	76/138,635	10/2/2000	2,589,709	7/2/2002
YOU BELONG AT THE DIME. (Stylized)	United States	036	The Dime Savings Bank of New York, FSB	75/672,447	4/1/1999		
YOU'RE WORTH MORE AT THE DIME	United States	036	The Dime Savings Bank of New York, FSB	78/021,282	8/15/2000		
AMERICA BEAUTIFUL PROSPEROUS Chinese Characters	Taiwan	003	Home Savings of America FSB	79 8782	3/2/1990	52677	9/1/1991
ARIA	Argentina	038	Providian Financial Corporation	2.263.527	1/21/2000	1.832.920	6/7/2001
ARIA	Argentina	036	Providian Financial Corporation	2.263.526	1/21/2000	1.832.918	6/7/2001
ARIA	Argentina	042	Providian Financial Corporation	2.263.528	1/21/2000	1.832.924	6/7/2001
ARIA	Community	036	Providian Financial Corporation	001333061	9/28/1999	001333061	8/28/2001
ARIA	United Kingdom	036	Providian Financial Corporation	2209921	9/28/1999	2209921	12/8/2000
CREDITPOINT	Australia	036	Homeside Lending, Inc.	829974	3/31/2000	829974	9/29/2000

Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
A GREAT PLACE TO BANK	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
CREDITPOINT	United Kingdom	036	Homeside Lending, Inc.	2228054	4/3/2000	2228054	10/19/2001
FIRST SELECT	Argentina	036	Providian Financial Corporation	2.263.524	1/21/2000	1.885.622	9/17/2002
FRIEND OF THE FAMILY, THE	Canada	000	Washington Mutual Bank	894,957	10/30/1998	TMA589,641	9/12/2003
PLATINUM ADVANTAGE CLUB	Community	035 036 042	Providian Financial Corporation	001031897	12/12/1998	001031897	5/11/2000
PROVIDIAN	Argentina	038	Providian Financial Corporation	2.296.110	7/10/2000	1.859.299	8/1/2002
PROVIDIAN	Argentina	035	Providian Financial Corporation	2.296.108	7/10/2000	1.859.297	8/1/2002
PROVIDIAN	Argentina	036	Providian Financial Corporation	2.296.109	7/10/2000	1.859.298	1/24/2002
PROVIDIAN	Argentina	042	Providian Financial Corporation	2.296.111	7/10/2000	1.859.300	8/1/2002
PROVIDIAN	Australia	035 036	New American Capital Inc.	867842	3/1/2001	867842	1/24/2002
PROVIDIAN	Brazil	036	New American Capital Inc.	824.097.963	10/5/2001		
PROVIDIAN	Brazil	035 036	New American Capital Inc.	824.097.971	10/5/2001		
PROVIDIAN	Canada	000	New American Capital Inc.	742734	12/3/1993		
PROVIDIAN	Chile	035 036	Providian Financial Corporation	519.967	1/16/2002	617.348	1/16/2002
PROVIDIAN	China P.R.	036	Providian Financial Corporation	2001027584	3/1/2001	1950816	10/7/2002
PROVIDIAN	China P.R.	036	Providian Financial Corporation	2001027585	3/1/2001	1955294	8/28/2002
PROVIDIAN	Community	009 016 035 036 042	New American Capital Inc.	000957423	10/8/1998	000957423	3/22/2002
PROVIDIAN	India	016	Providian Financial Corporation	1001526	4/4/2001	1001526	4/4/2001
PROVIDIAN	India	009	Providian Financial Corporation	1001525	4/4/2001	1001525	1/6/2005
PROVIDIAN	Japan	035 036	Providian Financial Corporation	2001-22630	1/17/2003	4636717	3/13/2001
PROVIDIAN	Mexico	035	Providian Financial Corporation	187138	1/4/1994	461922	5/27/1994
PROVIDIAN	South Africa	035	Providian Financial Corporation	2001/12037	7/11/2001	2001/12037	7/11/2001
PROVIDIAN	South Africa	036	Providian Financial Corporation	2001/12038	7/11/2001	2001/12038	7/11/2001
PROVIDIAN	South Korea	035 036	Providian Financial Corporation	3267/2001	3/2/2001		
PROVIDIAN	United Kingdom	009 016 035 036 042	New American Capital Inc.	2179207	10/8/1998	2179207	2/13/2002
PROVIDIAN	Uruguay	035 036	Providian Financial Corporation	329.878	3/5/2001	329.878	7/26/2001

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A GREAT PLACE TO BANK	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
PROVIDIAN FINANCIAL	Argentina	042	Providian Financial Corporation	2.296.107	7/10/2000	1.859.296	8/1/2002
PROVIDIAN FINANCIAL	Argentina	038	Providian Financial Corporation	2.296.106	7/10/2000	1.859.295	8/1/2002
PROVIDIAN FINANCIAL	Argentina	035	Providian Financial Corporation	2.296.104	7/10/2000	1.859.293	8/1/2002
PROVIDIAN FINANCIAL	Argentina	016	Providian Financial Corporation	2.296.112	7/10/2000	1.859.301	1/24/2002
PROVIDIAN FINANCIAL	Argentina	036	Providian Financial Corporation	2.296.105	7/10/2000	1.859.294	8/1/2002
PROVIDIAN FINANCIAL	Brazil	035	Providian Financial Corporation	824.098.005	10/5/2001		
PROVIDIAN FINANCIAL	Brazil	036	Providian Financial Corporation	824.097.998	10/5/2001		
WAMUMORTGAGE	Canada	000	Washington Mutual Bank	1,040,771	12/22/1999		
WOMAN WITH TORCH and WHEAT Design (Stylized)	Argentina	036	Providian Financial Corporation	2.296.114	7/10/2000	1.854.755	12/6/2001
WOMAN WITH TORCH and WHEAT Design (Stylized)	Argentina	042	Providian Financial Corporation	2.296.116	7/10/2000	1.854.757	12/6/2001
WOMAN WITH TORCH and WHEAT Design (Stylized)	Argentina	038	Providian Financial Corporation	2.296.115	7/10/2000	1.854.756	12/6/2001
WOMAN WITH TORCH and WHEAT Design (Stylized)	Argentina	035	Providian Financial Corporation	2.296.113	7/10/2000	1.854.753	12/6/2001
WOMAN WITH TORCH and WHEAT Design (Stylized)	Canada	000	New American Capital Inc.	750118	3/18/1994		
WOMAN WITH TORCH and WHEAT Design (Stylized)	Community	009 016 035 036 042	New American Capital Inc.	000957357	10/8/1998	000957357	2/9/2000
WOMAN WITH TORCH and WHEAT Design (Stylized)	Mexico	036	Providian Financial Corporation	195655	4/7/1994	463,661	6/16/1994
WOMAN WITH TORCH and WHEAT Design (Stylized)	United Kingdom	009 016 035 036 042	New American Capital Inc.	2179225	10/8/1998	2179225	9/24/1999

## Part II: Patents/Patent Applications

PATENTS				
Title	Comments	App. No./ Patent No.	Filed/ Issued	Art Unit
METHOD AND SYSTEM FOR CREATING AND MAINTAINING AN INDEX FOR TRACKING FILES RELATING TO PEOPLE	Granted Owner: Providian Financial Corporation	10/157,596 6,968,348	05/28/2002 11/22/2005	2162
DATABASE COMPUTER ARCHITECTURE FOR MANAGING AN INCENTIVE AWARD PROGRAM AND CHECKING FLOAT OF FUNDS AT TIME OF PURCHASE	Granted Owner: American Savings Bank, F.A.	08/486,681 5,734,838	06/07/1995 03/31/1998	2761
METHOD FOR ISSUING A SECURED CREDIT CARD	Granted Owner: Providian Financial Corporation	08/760,148 5,950,179	12/03/1996 09/07/1999	2765
NEURAL NETWORK BASED DECISION PROCESSOR AND METHOD	Granted Owner: Providian Bancorp Services	09/761,328 6,782,375	01/16/2001 08/24/2004	2121
PATENT APPLICATIONS				
Title	Comments	App. No./	Filed	Art Unit
ACCOUNT OPENING SYSTEM, METHOD AND COMPUTER PROGRAM PRODUCT	Owner: Providian Financial Corporation	10/161,347	05/31/2002	3692
CAPITAL ALLOCATION MODEL	Owner: Providian Financial Corporation	10/262,379	09/30/2002	
METHOD, SYSTEM AND COMPUTER PROGRAM FOR FURNISHING INFORMATION TO CUSTOMER REPRESENTATIVES	Owner: Providian Financial Corporation	10/226,681	08/22/2002	
METHOD AND SYSTEM FOR PROVIDING CREDIT-RELATED INFORMATION TO FINANCIAL INSTITUTION CUSTOMERS	Owner: Providian Financial Corporation	10/830,683	04/23/2004	
METHOD AND SYSTEM FOR CREATING AND MAINTAINING AN INDEX FOR TRACKING FILES RELATING TO PEOPLE.	Owner: Washington Mutual Bank (Granted 03/09/2010 under Patent No. 7,676,459)	11/155,386	06/17/2005	2162



### Part III: Copyrighted Material

Type	Title	Copyright Claimant	Creation Date	Publication Date	Reg. No.	Reg. Date
Serial	Friend of the Family Catalog: Your Guide to Financial services at Washington Mutual	Washington Mutual Savings Bank		1989		
Serial	Friend of the Family Catalog: Your Guide to Financial Services at Washington Mutual	Washington Mutual Savings Bank	1988	1988-12-28	TX0002529187	1989-03-22
Serial	Friend of the Family Catalog: Your Guide to Financial Services at Washington Mutual	Washington Mutual Savings Bank	1987	1987-09-24	TX0002360607	1988-07-29
Serial	Friend of the Family Catalog: Your Guide to Financial Services at Washington Mutual	Washington Mutual Savings Bank	1986	1986-05-29	TX0001922255	1986-09-30
			1986	1986-12-08	TX0002027885	1987-03-30
Computer File	School Savings	Washington Mutual Bank (Seattle)	1992	1992-04-10	TX0004061074	1995-05-17
Computer File	School Savings Tattler Program	Washington Mutual Bank (Seattle)	1992	1992-04-08	TX0004061073	1995-05-17
Recorded Document	Facing Tax Reform, Brochure/1987 ed.	Washington Mutual Savings Bank		1988-07-17 1988-10-20	V2408P493-495	1988-10-31
Recorded Document	Friend of the Family; Catalog/1987 ed.	Washington Mutual Savings Bank		1988-07-21	V2408P489-492	1988-10-31
Recorded Document	Friend of the Family Catalog	Washington Mutual Savings Bank	1986	1986-09-19	V2240P009-013	1987-03-03
Text	Providian PRO Portfolio Return Optimizer	Providian Corporation	1996	1996-05-15	TX0004297076	1996-06-03
Serial	Providian Stable Value Benchmark	Providian Corporation		1997		
Serial	Providian Stable Value Benchmark	Providian Corporation	1996	1996		
					TX0004265116	1996-04-26
					TX0004335789	1996-09-05
					TX0004357329	1996-09-30
					TX0004379051	1996-12-05
					TX0004402492	1996-12-24
					TX0004437615	1997-01-31

**EXHIBIT “Y”**

**WMI INTELLECTUAL PROPERTY**

### Part I: Trademarks

Mark	Country	Application Number	Application Date	Registration Number	Registration Date
LAM	United States	77/031,085	10/27/2006	3,264,193	7/17/2007
LAWYERS ASSET MANAGEMENT	United States	78/952,942	8/15/2006	3,258,396	7/3/2007
LAWYERS ASSET MANAGEMENT	California	62774	11/9/2006	62774	11/9/2006
TIMCOR	California	62773	11/9/2006	62773	11/9/2006
TIMCOR	United States	7/031,077	10/27/2006	3,447,434	6/17/2008

## Part II: Domain Names

1031info.com	timcorp.org
1031intercambio.com	timcorservice.com
aria.com	timcorservice.net
ariabillsnap.com	timcorservice.org
ariaservice.com	gobuysmart.biz
ariasucks.com	gobuysmart.com
cedarbrookcenter.com	gobuysmart.info
cedarbrookcenter.net	gobuysmart.net
kerrykillinger.com	gobuysmart.org
kerrykillinger.net	buysmartbiz.biz
kerrykillinger.org	buysmartbiz.com
killinger.net	buysmartbiz.info
killinger.org	buysmartbiz.net
na1031.com	buysmartbiz.org
na1031.net	buysmartcentral.biz
na1031.org	buysmartcentral.net
timcor.com	buysmartcentral.com
timcor.net	buysmartcentral.info
timcor.org	buysmartcentral.org
timcor1031.net	buysmarthere.biz
timcor1031.org	buysmarthere.com
timcor1031exchange.com	buysmarthere.info
timcor1031exchange.net	buysmarthere.net
timcor1031exchange.org	buysmarthere.org
timcor1031exchangeservice.com	buysmartoffers.biz
timcor1031exchangeservice.net	buysmartoffers.com
timcor1031exchangeservice.org	buysmartoffers.info
timcor1031service.com	buysmartoffers.net
timcor1031service.net	buysmartoffers.org
timcor1031service.org	buysmartsaving .biz
timcor1031services.com	buysmartsaving.com
timcor1031services.net	buysmartsaving.info
timcor1031services.org	buysmartsaving.net
timcorexchange.com	buysmartsaving.org
timcorexchange.net	buysmartsavings.biz
timcorexchange.org	buysmartsavings.com
timcorexchangeservice.com	buysmartsavings.info
timcorexchangeservice.net	buysmartsavings.net
timcorexchangeservice.org	buysmartsavings.org
timcorexchangeservices.com	wamuinc.net
timcorexchangeservices.net	
timcorexchangeservices.org	
timcorfinancial.com	

**EXHIBIT “Z”**

**LOANS SERVICED BY JPMORGAN**

SFR Loans:

0041822750  
0041832759  
0041843434  
0041846312  
0041848714  
0041853573  
0041854761  
0041861691  
0041865015  
0041870932  
0041870965  
0041871161  
0041873290  
0041873936  
0041880568  
0041880584  
0041881459  
0041884057  
0041886037  
0041886730  
0041888934  
0041891136  
0041892639  
0041895301  
0041896804  
0041898099  
7006053883  
7006241165  
7006672161  
7007119105  
7007140143  
7007147072  
7008826989  
0006787212  
0013515515  
0015336175  
0020115135  
0031033137  
0039902887  
0041839051

SFR Loans:

0041852823  
0041861501  
0041864109  
0041883554  
0041895830  
0041908906  
7004829722  
7005027128  
7005624890  
7005837377  
7008464708

Consumer Loans:

429400077006
429400122471
429400222256
429400764945
429400848626
429400888514
429400905234
429401603640
429401620999
429420087653
429420985652

**EXHIBIT “AA”**

**GOVERNING SERVICE AGREEMENTS**



Servicing Agreement, dated August 29, 1997, between Home Savings of America, FSB and Ahmanson Obligation Company

Servicing Agreement, dated September 16, 2002, between Ahmanson Obligation Company and Washington Mutual Bank

## **EXHIBIT “BB”**

### **LIST OF EXCLUDED PARTIES**

- A. Tracy Aguilar, Judy Vinson Anderson, David Beck, Thomas W. Casey, James Corcoran, Cheryl Feltgen, Minh Holman, Ken Kido, Kerry Killinger, Quyen X. Lam, Binh Lay, Linda Ly, Jesus Martinez, Brian Minkow, Everado Navarro, Chris O’Brien, Adrian Ochoa, Eric Ostgarden, Alice Padilla, Tyler Quach, Edgar Rios, Rosie Rodriguez, Stephen Rotella, Joey Rubin, Humberto Saenz, David Schneider, Enock Tetteh, Armen Thomas, Veda Tran, Nancy Valeron, Frank Vella.
- B. Any Person who committed intentionally dishonest or intentionally fraudulent acts within the meaning of the Financial Institutions Bond Coverage on the Tower Insurance Programs causing loss to WMB, other than any Person serving as a current director or officer of WMI or WMB or their subsidiaries or Affiliates or a Retained Professional.
- C. Any of WMB’s professionals, attorneys, accountants, brokers, appraisers, title companies, closing agents, or any other Person who was retained by or for the benefit of WMB or any of WMB’s subsidiaries except (1) any Person in their capacity as a current or former WMB employee (other than the Persons listed in Paragraph A above), (2) the Retained Professionals, and (3) any Person serving as a current director or officer of WMI or WMB or their subsidiaries or Affiliates.

## **SCHEDULE 2.4(a)**

### **LIST OF PREDECESSOR ENTITIES**

1. H.F. Ahmanson and Company, and its subsidiaries as of October 1, 2008, for all tax years ending on or prior to October 1, 1998.<sup>1</sup>
2. Dime Bancorp, Inc., and its subsidiaries as of January 4, 2002, for all tax years ending on or prior to January 4, 2002.<sup>2</sup>

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<sup>1</sup> Date that H.F. Ahmanson and Company merged into Washington Mutual, Inc. and became a member of the Washington Mutual, Inc. and Subsidiaries consolidated group for federal income tax purposes.

<sup>2</sup> Date that Dime Bancorp, Inc. merged into Washington Mutual, Inc. and became a member of the Washington Mutual, Inc. and Subsidiaries consolidated group for federal income tax purposes.

**SCHEDULE 2.9(a)**

**LIST OF CLAIMS ASSOCIATED  
WITH JPMC RABBI TRUSTS, ETC.**

Plan Name: **American Savings Bank - DCP**

Proof of Claim #	Claimant	Filed Claim
		Amount (U = Unliquidated Claim)
<b>2180</b>	<b>Brandt Burghall</b>	<b>\$225,000.00</b>
<b>3059</b>	<b>Debra Kegel</b>	<b>\$314,870.00</b>
<b>101</b>	<b>Fred Schweer</b>	<b>\$264,174.67</b>
<b>418</b>	<b>Harold J. Hendricks</b>	<b>\$308,379.00</b>
<b>1720</b>	<b>Karin Hill</b>	<b>\$24,664.80</b>
<b>2883</b>	<b>Kathleen C. O'Mara</b>	<b>U</b>
<b>2929</b>	<b>Melody Gayeski</b>	<b>\$23,987.39</b>
<b>1292</b>	<b>Michael Moore</b>	<b>\$181,000.00</b>
<b>323</b>	<b>Robert Thurston</b>	<b>\$150,625.00</b>
<b>1024</b>	<b>Ruth Price</b>	<b>\$4,232.02</b>
Total:		<b>10</b>
		<b>\$1,496,932.88</b>

Plan Name:

**ASB – SERP**Filed Claim Amount  
(U = Unliquidated  
Claim)

Proof of Claim #	Claimant	
2194	Andrew Shiozaki	\$150,500.00
1366	Arthur Porter	\$1,591,000.00
2648	Brian Dale Shea	\$295,590.00
2644	Carl Formato	\$108,024.08
2645	Carolyn McKenzie	\$592,436.16
2058	Craig Davis	\$887,628.00
3059	Debra Kegel	\$314,870.00
2459	Donald Royer	U
688	Doris Stern	U
2029	Faris Weber	U
101	Fred Schweer	\$264,174.67
2641	Gloria Gowens	\$142,632.00
1457	James Izu	\$357,199.20
1851	James Parese	\$4,251.00
2642	Jimmy Holland	\$442,646.00
1067	John Freed	U
327	John Nunn	U
2066	John R. Donohue	\$1,420,320.00
	Johnette Dowden	
2650	Holland	\$221,323.00
2071	Karen Christensen	\$648,000.00
2392	Mario Antoci	\$4,888,980.00
1081	Mary Light	U
2643	Mary Locatelli	\$900,000.00
3009	Melody Gayeski	U
2647	Mitchell Rosenberg	\$656,910.00
973	Patricia Joyce	U
2011	Richard Grout	\$101,867.40
2068	Robert Barnum	\$1,704,432.00
1773	Robert Henske	\$117,464.00
2090	Samuel T.R Revell	U
1582	Ted Yates	U
2175	Thomas P Borer	\$68,854.00
3731	Verne Griscom	U
2518	W Brent Robinson	\$570,533.00
Total:		<u><u>34</u></u> <u><u>\$16,449,634.51</u></u>

Plan Name: **Coast Federal Bank - Officers & Directors**

Proof of Claim #	Claimant	Filed Claim Amount
		(U = Unliquidated Claim)
<b>3792</b>	<b>C. William Jackson</b>	<b>\$500,000.00</b>
<b>2460</b>	<b>Christine Stalder</b>	<b>\$305,747.00</b>
<b>2458</b>	<b>Fred Stalder</b>	<b>\$1,222,989.00</b>
<b>463</b>	<b>Harry Pflaumer</b>	<b>\$176,484.00</b>
<b>689</b>	<b>Leon Angvire</b>	<b>\$29,600.00</b>
<b>2447</b>	<b>Morris Sievert</b>	<b>\$5,105.58</b>
<b>3455</b>	<b>Patricia Fritz</b>	<b>\$102,941.16</b>
<b>782</b>	<b>W M Huyck</b>	<b>U</b>
<b>190, 191</b>	<b>Walter Holly</b>	<b>\$1,300,000.00</b>
Total:		<b>9</b>
		<b>\$3,642,866.74</b>

Plan Name:		<b>Coast Federal Bank - SERP</b>
		Filed Claim Amount (U = Unliquidated Claim)
Proof of Claim #	Claimant	
<b>127</b>	<b>Gilbert Farley</b>	<b>\$1,553,508.30</b>
<b>177</b>	<b>Donald Konrad</b>	<b>\$303,000.00</b>
Total:	<b>2</b>	<b>\$1,856,508.30</b>



Plan Name:

**Dime - Benefit Restoration Plan**

Proof of Claim #	Claimant	Filed Claim
		Amount (U = Unliquidated Claim)
3027	Arthur Anderson	U
2493	Carlos R. Munoz	U
2531	Donald Schwartz	U
2220	Elena Ferrara	U
2445	Frank P. Deangelo	U
2478	Franklin L. Wright	U
2481	Fred B. Koons	U
2437	Gene C. Brooks	U
2214	Jack L. Wagner	U
2552	James Kelly	U
2217	John B. Pettit Jr.	U
2216	John W. Sapanski	U
3067	Lawrence W. Peters	U
3086	Marie J. Alleva	U
2418	Murray F. Mascis	U
3056	Peyton Patterson	U
3089	Richard Mirro	U
2167	Richard Parsons	U
3190	Robert J. Murphy	U
1075	Robert Zabawa	\$490.25
Total:		<u>20</u> <u>\$490.25</u>

Plan Name: **Dime - Dir. Ret. Cont.**

Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
<b>2472</b>	<b>Addison Keim</b>	<b>U</b>
<b>2485</b>	<b>Edward Pierce</b>	<b>U</b>
<b>1018</b>	<b>Elizabeth Fanta</b>	<b>U</b>
<b>2215</b>	<b>John Satriale</b>	<b>U</b>
<b>2519</b>	<b>Rebecca Johnson</b>	<b>U</b>
<b>963</b>	<b>Robert Benson</b>	<b>U</b>
<b>3138</b>	<b>Robert Britton</b>	<b>U</b>
<b>3134</b>	<b>Robert Mahony</b>	<b>U</b>
<b>2718</b>	<b>Sanford Zimmerman</b>	<b>U</b>
<b>3040</b>	<b>Virginia Kopp</b>	<b>U</b>
Total:	<b>10</b>	<b>\$0.00</b>

Plan Name: **Dime - EVP SERP**  
**Dime - NAMCO SERP**  
**Dime – Individual Contracts**

Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)	Plan Name
<b>2493</b>	<b>Carlos R. Munoz</b>	<b>U</b>	<b>Dime - EVP SERP</b>
<b>3105</b>	<b>David Totaro</b>	<b>U</b>	<b>Dime - EVP SERP</b>
<b>2437</b>	<b>Eugene C. Brooks</b>	<b>U</b>	<b>Dime - EVP SERP</b>
<b>2481</b>	<b>Fred B. Koons</b>	<b>U</b>	<b>Dime - EVP SERP</b>
<b>2214</b>	<b>Jack L. Wagner</b>	<b>U</b>	<b>Dime - EVP SERP</b>
<b>3082</b>	<b>James M. Mack</b>	<b>U</b>	<b>Dime - EVP SERP</b>
<b>2523</b>	<b>Thomas Ducca</b>	<b>U</b>	<b>Dime - EVP SERP</b>
<b>2993</b>	<b>Covington (Diana) Hardee</b>	<b>U</b>	<b>Dime - Individual Contracts</b>
<b>3620</b>	<b>Harry W. Albright</b>	<b>\$10,481.01</b>	<b>Dime - Individual Contracts</b>
<b>2168</b>	<b>James Large</b>	<b>U</b>	<b>Dime - Individual Contracts</b>
<b>2216</b>	<b>John W. Sapanski</b>	<b>U</b>	<b>Dime - Individual Contracts</b>
<b>2167</b>	<b>Richard Parsons</b>	<b>U</b>	<b>Dime - Individual Contracts</b>
Total:	<b>12</b>	<b>\$10,481.01</b>	

Plan Name: **Dime - Vol. DCP DC**

Filed Claim Amount  
(U = Unliquidated  
Claim)

Proof of Claim #	Claimant	
<b>3041</b>	<b>Edmund T Valenski</b>	<b>U</b>
<b>3085</b>	<b>Gerald D Filandro</b>	<b>U</b>
<b>2552</b>	<b>James E. Kelly</b>	<b>U</b>
<b>3082</b>	<b>James M. Mack</b>	<b>U</b>
<b>244</b>	<b>Jane E Silverman</b>	<b>\$31,649.39</b>
<b>3673</b>	<b>John J Abruzzo</b>	<b>\$83,819.29</b>
<b>2740</b>	<b>Kenneth A Schmidt</b>	<b>U</b>
<b>2169</b>	<b>Kevin J McLaughlin</b>	<b>U</b>
<b>2393</b>	<b>Norman Stafford</b>	<b>U</b>
<b>3083</b>	<b>Paul Carroll</b>	<b>U</b>
<b>2548</b>	<b>Paul L Brandel</b>	<b>U</b>
<b>3136</b>	<b>Richard Loconte</b>	<b>U</b>
<b>3144</b>	<b>Robert K Kettenmann</b>	<b>U</b>
<b>2870</b>	<b>Roberta S Treacy</b>	<b>\$31,469.14</b>
<b>2162</b>	<b>Shirley B Bresler</b>	<b>U</b>
<b>2717</b>	<b>Stephen M Lane</b>	<b>U</b>
<b>2501</b>	<b>William M Neuner</b>	<b>U</b>
<b>2511</b>	<b>William S Burns</b>	<b>U</b>
Total:	<b>18</b>	<b>\$146,937.82</b>

Plan Name: **Dime - Vol. DCP Dir BTA**

Proof of Claim #	Claimant	Filed Claim Amount
		(U = Unliquidated Claim)
<b>3062</b>	<b>Eugene G. Schulz Jr.</b>	<b>U</b>
Total:	<b>1</b>	<b>\$0.00</b>

Plan Name: **Great Western - DC Make-Up**

Filed Claim Amount  
(U = Unliquidated  
Claim)

Proof of Claim #	Claimant	
835	Aldo Lombardi	\$203,289.00
910	Alice Schenk	\$439,461.93
1046	Armando Milo	U
1322	Bard Saladin	\$119,462.00
1789	Beverly Duane	\$49,460.04
1679	Bruce Antenberg	U
728	Donald Rowan	U
1944	Fred Kuntz	\$6,417.84
2948	Gerald Pittenger	U
2944	Harold Johnson	U
837	Hope Wilder	\$30,000.00
3271	James Sage	U
2225	Jeannie Bias	U
3055	John Gossett	U
800	Joseph Fellmeth	U
1680	Leni (B) Antenberg	U
3122	Lon Kuehl	U
2112	Louis Boitano	U
1154	Nadine Barbera	\$150,000.00
1143	Patricia (B) Smith	\$19,984.00
2004	Richard Moore	\$102,067.42
1144	Richard Smith	\$101,141.00
1749	Robert Akard	U
904	Roberta Yassin	\$171,272.00
761	Ronald Rosen	U
1256	Ronald Rosso	U
2521	Ruben Vasquez	U
1261	Terry Scarlett	U
3213	Theodore Dixon	\$17,856.00
1750	Waltraud (B) Akard	U
3530	William Wright	U
Total:	31	\$1,410,411.23

Plan Name: **Great Western - DCP Roll-in**

Proof of Claim #	Claimant	Filed Claim Amount
		(U = Unliquidated Claim)
<b>818</b>	<b>Joe Jackson</b>	<b>\$715,651.89</b>
Total:	<b>1</b>	<b>\$715,651.89</b>

Plan Name: **Great Western - DCP - MLC**

Filed Claim Amount  
(U = Unliquidated  
Claim)

Proof of Claim #	Claimant	
<b>2423</b>	<b>David Anderson</b>	<b>U</b>
<b>821</b>	<b>James Little</b>	<b>\$218,424.89</b>
<b>3011</b>	<b>Marilynn Pylant</b>	<b>\$158,441.27</b>
<b>2336</b>	<b>Mark Robbins</b>	<b>\$2,802,014.36</b>
<b>3152</b>	<b>Rahim Shamash</b>	<b>\$557,409.72</b>
<b>907</b>	<b>Randall Seltz</b>	<b>\$80,000.00</b>
<b>1204</b>	<b>Richard Califano</b>	<b>\$49,468.85</b>
<b>3337</b>	<b>Rick Kirk</b>	<b>\$438,087.82</b>
<b>1505</b>	<b>Robert Vance</b>	<b>\$41,672.91</b>
<b>3646</b>	<b>Saiid Rastegar</b>	<b>\$115,637.86</b>
<b>661</b>	<b>Stanley Konopacki</b>	<b>\$384,679.58</b>
<b>2702</b>	<b>Steven Johnson</b>	<b>\$146,965.00</b>
<b>3030</b>	<b>Susan Goldstein</b>	<b>\$188,983.00</b>
<b>885</b>	<b>Thomas Golon</b>	<b>\$178,871.00</b>
Total:	<b>14</b>	<b>\$5,358,706.26</b>



Plan Name: **Great Western - DCP - S&C**

Filed Claim Amount  
(U = Unliquidated  
Claim)

Proof of Claim #	Claimant	
822	Billy Gastineau	\$13,598.06
567	Charles Byrge	\$13,630.87
1215	Christine Coburn	U
686	Christopher Milne	\$19,415.00
3527	Douglas Crocker	\$141,152.98
700	Eldene Norton	\$88,003.51
2614	Fred Kuntz	\$5,821.38
1041	Gail Bothun	\$14,296.29
2542	Gary Runyan	\$102,220.51
902	Gerald Egner	\$5,775.38
1227	Gregory Schmidt	\$116,000.00
921	Harold Sessa	\$51,573.98
1364	Jackie Pounds	\$226,000.00
1765	Jeff Loventhal	\$400,694.32
734	Judith Chambers	\$133,373.00
580	Linda Gwyn	\$78,000.00
2436	Milton Bledsoe	\$140,925.17
845	Philip Shaw	\$56,267.72
1141	Richard Smith	\$32,668.89
2232	Ronald Santucci	\$5,656.53
1357	Sammie Ipock	\$50,129.95
565	Sheldon Frank	\$45,871.30
Total:	22	\$1,741,074.84

Plan Name: **Great Western - DCP - SO**

Filed Claim Amount  
(U = Unliquidated  
Claim)

Proof of Claim #	Claimant	
<b>910</b>	<b>Alice Schenk</b>	<b>\$439,461.93</b>
<b>858</b>	<b>Allan Frazier</b>	<b>\$84,474.62</b>
<b>3231</b>	<b>Barry Himel</b>	<b>\$30,370.14</b>
<b>460</b>	<b>Carl Geuther</b>	<b>U</b>
<b>384</b>	<b>Charles Rossetti</b>	<b>\$101,458.41</b>
<b>1577</b>	<b>Charles Sledd</b>	<b>\$49,958.52</b>
<b>1529</b>	<b>Donald Cameron</b>	<b>\$66,808.00</b>
<b>820</b>	<b>Edward Krause</b>	<b>U</b>
<b>448</b>	<b>Gloria Crane</b>	<b>\$31,898.98</b>
<b>1112</b>	<b>Jane Wood</b>	<b>\$60,680.60</b>
<b>818</b>	<b>Joe Jackson</b>	<b>\$715,651.89</b>
<b>456</b>	<b>John Maher</b>	<b>U</b>
<b>1137</b>	<b>Michael Clawson</b>	<b>\$46,651.37</b>
<b>3216</b>	<b>Patricia Benninger</b>	<b>\$37,949.90</b>
<b>472</b>	<b>R. Altman</b>	<b>\$429,155.14</b>
Total:	<b>15</b>	<b>\$2,094,519.50</b>

Plan Name: **Great Western - Dir DCP**

Filed Claim Amount  
(U = Unliquidated  
Claim)

Proof of Claim #	Claimant	
<b>3915</b>	<b>James Montgomery</b>	<b>U</b>
<b>421</b>	<b>John Giovenco</b>	<b>\$69,764.50</b>
Total:	<b>2</b>	<b>\$69,764.50</b>

Plan Name:		<b>Great Western - Director Retirement</b>
		Filed Claim Amount (U = Unliquidated Claim)
Proof of Claim #	Claimant	
<b>2590</b>	<b>Don Combs</b>	<b>\$125,298.00</b>
<b>470</b>	<b>H. Frederick Christie</b>	<b>\$11,650.00</b>
<b>378, 3915</b>	<b>James F. Montgomery</b>	<b>U</b>
<b>459</b>	<b>Janice Gryp</b>	<b>\$20,261.74</b>
<b>1129</b>	<b>John Beane</b>	<b>\$218,830.00</b>
<b>447</b>	<b>John D. Alexander</b>	<b>U</b>
<b>456</b>	<b>John F. Maher</b>	<b>U</b>
<b>421</b>	<b>John V. Giovenco</b>	<b>\$69,764.50</b>
<b>2983</b>	<b>Margaret North</b>	<b>\$63,000.00</b>
<b>970</b>	<b>Mary Davis</b>	<b>\$591,250.00</b>
<b>450</b>	<b>Willis Wood</b>	<b>U</b>
Total:		<b>11</b>
		<b>\$1,100,054.24</b>

Plan Name: **Great Western - ESIP**

Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
<b>482</b>	<b>J. L. Erikson</b>	<b>U</b>
<b>3915</b>	<b>James F. Montgomery</b>	<b>U</b>
<b>818</b>	<b>Joe M. Jackson</b>	<b>\$715,651.89</b>
	<b>Ursula(Michael)</b>	
<b>1605</b>	<b>Pappas</b>	<b>\$450,000.00</b>
Total:		<b>\$1,165,651.89</b>

Plan Name: **Great Western - GMS**

		Filed Claim Amount (U = Unliquidated Claim)
Proof of Claim #	Claimant	
<b>2944</b>	<b>Harold Johnson</b>	<b>U</b>
<b>2948</b>	<b>Gerald Pittenger</b>	<b>U</b>
Total:	<b>2</b>	<b>\$0.00</b>

Plan Name: **Great Western - Gratuitous Retirement**

Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
<b>2235</b>	<b>Robert Holmes</b>	<b>U</b>
<b>411</b>	<b>Francis Jacobs</b>	<b>\$55,500.00</b>
<b>1333</b>	<b>James Kemp</b>	<b>\$179,731.00</b>
<b>898</b>	<b>William Lemmon</b>	<b>U</b>
<b>1628</b>	<b>Bonnie Miller</b>	<b>\$1,590.57</b>
<b>783</b>	<b>Donna Salvin</b>	<b>U</b>
Total:	<b>6</b>	<b>\$236,821.57</b>

Plan Name: **Great Western - Restoration**

Filed Claim Amount  
(U = Unliquidated  
Claim)

Proof of Claim #	Claimant	
<b>1679</b>	<b>Bruce Antenberg</b>	<b>U</b>
<b>1246</b>	<b>Ernest Lyons</b>	<b>\$374,004.90</b>
<b>481</b>	<b>Jerry Weeks</b>	<b>U</b>
<b>1680</b>	<b>Leni Antenberg</b>	<b>U</b>
<b>471</b>	<b>Phillip Altman</b>	<b>U</b>
Total:	<b>5</b>	<b>\$374,004.90</b>



Plan Name: **Great Western - SERP**

Filed Claim Amount  
(U = Unliquidated  
Claim)

Proof of Claim #	Claimant	
835	Aldo T. Lombardi	\$203,281.00
460	Carl F. Geuther	U
455, 2915	Clifford A. Miller	U
469	Curtis J. Crivelli	U
2741	Deborah Lascala	U
458	Edward R. Hoffman	U
448	Gloria Crane	\$31,898.98
482	J. L. Erikson	U
378, 3915	James F. Montgomery	U
459	Janice Gryp	\$20,261.74
451	Jaynie Studenmund	U
828	Joe M. Jackson	U
456	John F. Maher	U
817	Lamberta R (B) Jackson	U
834	Nancy Lombardi	\$31,239.00
1118	Ray Sims	U
1605	Ursula Pappas	\$450,000.00
898	William Lemmon	U
453	William Schenck	U
Total:	19	\$736,688.72

Plan Name:		<b>Providian - DCP</b>	
			Filed Claim Amount (U = Unliquidated Claim)
Proof of Claim #	Claimant		
<b>2237</b>	<b>Daniel Sanford</b>		<b>\$189,145.50</b>
<b>3080</b>	<b>Ellen Richey</b>		<b>U</b>
<b>790</b>	<b>Ron Claveloux</b>		<b>\$1,812,415.36</b>
<b>2211</b>	<b>Tom Clancy</b>		<b>\$102,596.99</b>
Total:		<b>4</b>	<b>\$2,104,157.85</b>

Plan Name: **Providian - Individual Contract (Montanari)**

Proof of Claim #	Claimant	Filed Claim Amount
		(U = Unliquidated Claim)
<b>3698</b>	<b>Julie Montanari</b>	<b>\$808,678.39</b>
Total:	<b>1</b>	<b>\$808,678.39</b>

Plan Name: <b>Dime – KERP</b>			
<b>ASB – ELIP</b>			
Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)	Plan Name
3093	1999 Phyllis Marino Family Trust C O J Andrew Rahl Jr	U	Dime - KERP
2453	Abraham S Ossip	U	Dime - KERP
3000	Andrew Hickey	U	Dime - KERP
3017	Anthony R Burriesci	U	Dime - KERP
3016	Anthony R Burriesci Insurance Trust	U	Dime - KERP
3027	Arthur Anderson	U	Dime - KERP
2998	Arthur Bassin	U	Dime - KERP
2996	Arthur C Bennett	U	Dime - KERP
2493	Carlos Munoz	U	Dime - KERP
2465	D James Daras	U	Dime - KERP
3105	David J Totaro	U	Dime - KERP
2531	Donald P Schwartz	U	Dime - KERP
2537	Donald P Schwartz Irrevocable Insurance Trust	U	Dime - KERP
3708	Edward B Kramer	\$281,250.00	Dime - KERP
1729	Elaine Bent	U	Dime - KERP
2445	Frank Deangelo	U	Dime - KERP
2478	Franklin Wright	U	Dime - KERP
3038	Franklin L Wright Irrevocable Trust	U	Dime - KERP
2437	Gene C Brooks	U	Dime - KERP
2461	Gene C Brooks Insurance Trust	U	Dime - KERP
3064	Harold E Reynolds C O J Andrew Rahl Jr Esq	U	Dime - KERP
2984	J Edward Diamond	U	Dime - KERP
2214	Jack Wagner	U	Dime - KERP
2552	James E Kelly	U	Dime - KERP
2615	James E Kelly 1999 Trust Dated January 26 1999	U	Dime - KERP
2168	James Jr Large	U	Dime - KERP
2221	Jenne Britell	U	Dime - KERP
2218	Jenne Britell Irrevocable Deed Of Trust	U	Dime - KERP

Plan Name: <b>Dime – KERP</b>			
<b>ASB – ELIP</b>			
Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)	Plan Name
1481	Jenne K Britell Irrevocable Deed Of Trust Dated 8 21 96 As Transferee	\$4,409,724.00	Dime - KERP
2217	John B Pettit Jr	U	Dime - KERP
1730	John Bent	U	Dime - KERP
2263	John J Monaghan	\$477,000.00	Dime - KERP
2219	John V Brull	U	Dime - KERP
3076	Joseph Jiannetto	U	Dime - KERP
2628	Lawrence J Toal	U	Dime - KERP
3067	Lawrence W Peters C O J Andrew Rahl Jr	U	Dime - KERP
3086	Marie Alleva C O Andrew Rahl Jr	U	Dime - KERP
2427	Michael A Gallagher	U	Dime - KERP
2490	Munoz, Carlos 1999 Irrevocable Life Insurance Trust	U	Dime - KERP
2418	Murray F Mascis	U	Dime - KERP
3079	Murray F Mascis 1999 Insurance Trust C O Andrew	U	Dime - KERP
2393	Norman J Stafford	U	Dime - KERP
3056	Peyton R Patterson C O J Andrew Rahl Jr	U	Dime - KERP
3270	Phyllis Marino C O J Andrew Rahl Jr	U	Dime - KERP
2167	Richard Parsons	U	Dime - KERP
2164	Richard Terzian Co J Andrew Rahl Jr Esq	U	Dime - KERP
3089	Richard A Mirro C O J Andrew Rahl Jr Esq	U	Dime - KERP
3092	Richard A Mirro Irrevocable Trust C O J Andrew Rahl Jr	U	Dime - KERP
2165	Richard H Terzian And Bretta D Terzian Revocable	U	Dime - KERP
1536	Rita L Bligh	\$80,805.00	Dime - KERP
3190	Robert Murphy C O J Andrew Rahl Jr Esq	U	Dime - KERP
2166	Robert Turner	U	Dime - KERP
3144	Robert K Kettenmann	U	Dime - KERP

Plan Name: <b>Dime – KELP</b>			
<b>ASB – ELIP</b>			
Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)	Plan Name
<b>3141</b>	<b>Robert K Kettenmann 1997 Irrevocable Life Insurance Trust</b>	<b>U</b>	<b>Dime - KELP</b>
<b>3214</b>	<b>Roger Williams</b>	<b>\$480,000.00</b>	<b>Dime - KELP</b>
<b>3037</b>	<b>Stark, Dennis (dennis E Stark Fund At The Rhode Island Community Foundation)</b>	<b>U</b>	<b>Dime - KELP</b>
<b>2995</b>	<b>The Arthur Bennett Trust Uad May 22 2001</b>	<b>U</b>	<b>Dime - KELP</b>
<b>3074</b>	<b>The James M Large Jr September 1999 Trust C O J Andrew Rahl Jr</b>	<b>U</b>	<b>Dime - KELP</b>
<b>3072</b>	<b>The Lawrence W Peters Trust C O J Andrew Rahl Jr</b>	<b>U</b>	<b>Dime - KELP</b>
<b>2406</b>	<b>The Norman J Stafford Irrevocable Insurance Trust</b>	<b>U</b>	<b>Dime - KELP</b>
<b>1817</b>	<b>Thomas Vanarsdale</b>	<b>U</b>	<b>Dime - KELP</b>
<b>2523</b>	<b>Thomas J Ducca</b>	<b>U</b>	<b>Dime - KELP</b>
<b>2163</b>	<b>Thomas Vanarsdale</b>	<b>U</b>	<b>Dime - KELP</b>
<b>3186</b>	<b>Toal Descendants Insurance Trust C O J Andrew Rahl Jr</b>	<b>U</b>	<b>Dime - KELP</b>
<b>3106</b>	<b>Toal Family Insurance Trust C O J Andrew Rahl Jr</b>	<b>U</b>	<b>Dime - KELP</b>
<b>3188</b>	<b>William Phillips C O J Andrew Rahl Jr</b>	<b>U</b>	<b>Dime - KELP</b>
<b>1366</b>	<b>Arthur Porter</b>	<b>\$1,591,000.00</b>	<b>ASB - ELIP</b>
<b>2666</b>	<b>Don L Rigsbee</b>	<b>\$200,000.00</b>	<b>ASB - ELIP</b>
<b>1881</b>	<b>W B Robinson</b>	<b>\$670,000.00</b>	<b>ASB - ELIP</b>
<b>Total:</b>	<b>69</b>	<b>\$8,189,779.00</b>	

Plan Name:		<b>CCBI – Individual Contracts</b>
		Filed Claim Amount (U = Unliquidated Claim)
Proof of Claim #	Claimant	
<b>2684</b>	<b>James Daley</b>	<b>\$827,377.00</b>
Total:	<b>1</b>	<b>\$827,377.00</b>

Plan Name:		<b>Miscellaneous Individual Contracts</b>	
		Filed Claim Amount (U = Unliquidated Claim)	
Proof of Claim #	Claimant		
<b>2407</b>	<b>Alice Bogue</b>	<b>U</b>	
<b>2326</b>	<b>James Calderhead</b>	<b>U</b>	
<b>1234</b>	<b>Norma Fine-Eckley</b>	<b>U</b>	
<b>706</b>	<b>Barbara Newbould</b>	<b>\$700.68</b>	
<b>1389</b>	<b>Avon Pirozuk</b>	<b>\$10,921.75</b>	
<b>1595</b>	<b>Louise Arneson</b>	<b>\$28,107.38</b>	
<b>2256</b>	<b>Daniel Relf</b>	<b>U</b>	
<b>635</b>	<b>Anthony Nocella</b>	<b>\$2,022,720.00</b>	
<b>634</b>	<b>Barry Burkholder</b>	<b>\$3,155,136.00</b>	
Total:		<b>9</b>	<b>\$5,217,585.81</b>



<b><u>Wells Fargo Great Western Trustee Claims</u></b>					
<b>Date Filed</b>	<b>Claim No.</b>	<b>Name</b>	<b>Total Filed Claim Amount</b>	<b>Debtor Name</b>	<b>Nature</b>
3/31/2009	2868	Wells Fargo Bank NA in its Capacity as Trustee of the Great Western Financial Corporation Umbrella Trust for Directors	13,121,013	Washington Mutual, Inc.	Secured
3/31/2009	2863	Wells Fargo Bank NA in its Capacity as Trustee of the Great Western Financial Corporation Umbrella Trust for Senior Officers	146,090,779	Washington Mutual, Inc.	Secured

**SCHEDULE 2.9(c)**

**LIST OF CLAIMS ASSOCIATED  
WITH OTHER BENEFIT PLANS**

Plan Name: **American Savings Bank - DCP**

Proof of Claim #	Claimant	Filed Claim
		Amount (U = Unliquidated Claim)
<b>2180</b>	<b>Brandt Burghall</b>	<b>\$225,000.00</b>
<b>3059</b>	<b>Debra Kegel</b>	<b>\$314,870.00</b>
<b>101</b>	<b>Fred Schweer</b>	<b>\$264,174.67</b>
<b>418</b>	<b>Harold J. Hendricks</b>	<b>\$308,379.00</b>
<b>1720</b>	<b>Karin Hill</b>	<b>\$24,664.80</b>
<b>2883</b>	<b>Kathleen C. O'Mara</b>	<b>U</b>
<b>2929</b>	<b>Melody Gayeski</b>	<b>\$23,987.39</b>
<b>1292</b>	<b>Michael Moore</b>	<b>\$181,000.00</b>
<b>323</b>	<b>Robert Thurston</b>	<b>\$150,625.00</b>
<b>1024</b>	<b>Ruth Price</b>	<b>\$4,232.02</b>
Total:		<b>10</b>
		<b>\$1,496,932.88</b>

Plan Name: **ASB - SERP**

Filed Claim Amount  
(U = Unliquidated  
Claim)

Proof of Claim #	Claimant	
2194	Andrew Shiozaki	\$150,500.00
1366	Arthur Porter	\$1,591,000.00
2648	Brian Dale Shea	\$295,590.00
2644	Carl Formato	\$108,024.08
2645	Carolyn McKenzie	\$592,436.16
2058	Craig Davis	\$887,628.00
3059	Debra Kegel	\$314,870.00
2459	Donald Royer	U
688	Doris Stern	U
2029	Faris Weber	U
101	Fred Schweer	\$264,174.67
2641	Gloria Gowens	\$142,632.00
1457	James Izu	\$357,199.20
1851	James Parese	\$4,251.00
2642	Jimmy Holland	\$442,646.00
1067	John Freed	U
327	John Nunn	U
2066	John R. Donohue	\$1,420,320.00
	Johnette Dowden	
2650	Holland	\$221,323.00
2071	Karen Christensen	\$648,000.00
2392	Mario Antoci	\$4,888,980.00
1081	Mary Light	U
2643	Mary Locatelli	\$900,000.00
3009	Melody Gayeski	U
2647	Mitchell Rosenberg	\$656,910.00
973	Patricia Joyce	U
2011	Richard Grout	\$101,867.40
2068	Robert Barnum	\$1,704,432.00
1773	Robert Henske	\$117,464.00
2090	Samuel T.R Revell	U
1582	Ted Yates	U
2175	Thomas P Borer	\$68,854.00
3731	Verne Griscom	U
2518	W Brent Robinson	\$570,533.00
Total:		<u><u>34</u></u> <u><u>\$16,449,634.51</u></u>

Plan Name: **Coast Federal Bank - Officers & Directors**

Proof of Claim #	Claimant	Filed Claim Amount
		(U = Unliquidated Claim)
<b>3792</b>	<b>C. William Jackson</b>	<b>\$500,000.00</b>
<b>2460</b>	<b>Christine Stalder</b>	<b>\$305,747.00</b>
<b>2458</b>	<b>Fred Stalder</b>	<b>\$1,222,989.00</b>
<b>463</b>	<b>Harry Pflaumer</b>	<b>\$176,484.00</b>
<b>689</b>	<b>Leon Angvire</b>	<b>\$29,600.00</b>
<b>2447</b>	<b>Morris Sievert</b>	<b>\$5,105.58</b>
<b>3455</b>	<b>Patricia Fritz</b>	<b>\$102,941.16</b>
<b>782</b>	<b>W M Huyck</b>	<b>U</b>
<b>190, 191</b>	<b>Walter Holly</b>	<b>\$1,300,000.00</b>
Total:		<b>9</b>
		<b>\$3,642,866.74</b>

Plan Name:		<b>Coast Federal Bank - SERP</b>
		Filed Claim Amount (U = Unliquidated Claim)
Proof of Claim #	Claimant	
<b>127</b>	<b>Gilbert Farley</b>	<b>\$1,553,508.30</b>
<b>177</b>	<b>Donald Konrad</b>	<b>\$303,000.00</b>
Total:	<b>2</b>	<b>\$1,856,508.30</b>

Plan Name:

**Dime - Benefit Restoration Plan**

Filed Claim  
Amount  
(U = Unliquidated  
Claim)

Proof of Claim #	Claimant	
3027	Arthur Anderson	U
2493	Carlos R. Munoz	U
2531	Donald Schwartz	U
2220	Elena Ferrara	U
2445	Frank P. Deangelo	U
2478	Franklin L. Wright	U
2481	Fred B. Koons	U
2437	Gene C. Brooks	U
2214	Jack L. Wagner	U
2552	James Kelly	U
2217	John B. Pettit Jr.	U
2216	John W. Sapanski	U
3067	Lawrence W. Peters	U
3086	Marie J. Alleva	U
2418	Murray F. Mascis	U
3056	Peyton Patterson	U
3089	Richard Mirro	U
2167	Richard Parsons	U
3190	Robert J. Murphy	U
1075	Robert Zabawa	\$490.25
Total:	20	\$490.25

Plan Name: **Dime - Dir. Ret. Cont.**

Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
<b>2472</b>	<b>Addison Keim</b>	<b>U</b>
<b>2485</b>	<b>Edward Pierce</b>	<b>U</b>
<b>1018</b>	<b>Elizabeth Fanta</b>	<b>U</b>
<b>2215</b>	<b>John Satriale</b>	<b>U</b>
<b>2519</b>	<b>Rebecca Johnson</b>	<b>U</b>
<b>963</b>	<b>Robert Benson</b>	<b>U</b>
<b>3138</b>	<b>Robert Britton</b>	<b>U</b>
<b>3134</b>	<b>Robert Mahony</b>	<b>U</b>
<b>2718</b>	<b>Sanford Zimmerman</b>	<b>U</b>
<b>3040</b>	<b>Virginia Kopp</b>	<b>U</b>
Total:	<b>10</b>	<b>\$0.00</b>



Plan Name: **Dime - EVP SERP**  
**Dime - NAMCO SERP**  
**Dime - Individual Contracts**

Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)	Plan Name
<b>2493</b>	<b>Carlos R. Munoz</b>	<b>U</b>	Dime - EVP SERP
<b>3105</b>	<b>David Totaro</b>	<b>U</b>	Dime - EVP SERP
<b>2437</b>	<b>Eugene C. Brooks</b>	<b>U</b>	Dime - EVP SERP
<b>2481</b>	<b>Fred B. Koons</b>	<b>U</b>	Dime - EVP SERP
<b>2214</b>	<b>Jack L. Wagner</b>	<b>U</b>	Dime - EVP SERP
<b>3082</b>	<b>James M. Mack</b>	<b>U</b>	Dime - EVP SERP
<b>2523</b>	<b>Thomas Ducca</b>	<b>U</b>	Dime - EVP SERP
<b>2993</b>	<b>Covington (Diana) Hardee</b>	<b>U</b>	Dime - Individual Contracts
<b>3620</b>	<b>Harry W. Albright</b>	<b>\$10,481.01</b>	Dime - Individual Contracts
<b>2168</b>	<b>James Large</b>	<b>U</b>	Dime - Individual Contracts
<b>2216</b>	<b>John W. Sapanski</b>	<b>U</b>	Dime - Individual Contracts
<b>2167</b>	<b>Richard Parsons</b>	<b>U</b>	Dime - Individual Contracts
Total:	<b>12</b>	<b>\$10,481.01</b>	

Plan Name: **Dime - Vol. DCP DC**

		Filed Claim Amount (U = Unliquidated Claim)
Proof of Claim #	Claimant	
<b>3041</b>	<b>Edmund T Valenski</b>	<b>U</b>
<b>3085</b>	<b>Gerald D Filandro</b>	<b>U</b>
<b>2552</b>	<b>James E. Kelly</b>	<b>U</b>
<b>3082</b>	<b>James M. Mack</b>	<b>U</b>
<b>244</b>	<b>Jane E Silverman</b>	<b>\$31,649.39</b>
<b>3673</b>	<b>John J Abruzzo</b>	<b>\$83,819.29</b>
<b>2740</b>	<b>Kenneth A Schmidt</b>	<b>U</b>
<b>2169</b>	<b>Kevin J McLaughlin</b>	<b>U</b>
<b>2393</b>	<b>Norman Stafford</b>	<b>U</b>
<b>3083</b>	<b>Paul Carroll</b>	<b>U</b>
<b>2548</b>	<b>Paul L Brandel</b>	<b>U</b>
<b>3136</b>	<b>Richard Loconte</b>	<b>U</b>
	<b>Robert K</b>	
<b>3144</b>	<b>Kettenmann</b>	<b>U</b>
<b>2870</b>	<b>Roberta S Treacy</b>	<b>\$31,469.14</b>
<b>2162</b>	<b>Shirley B Bresler</b>	<b>U</b>
<b>2717</b>	<b>Stephen M Lane</b>	<b>U</b>
<b>2501</b>	<b>William M Neuner</b>	<b>U</b>
<b>2511</b>	<b>William S Burns</b>	<b>U</b>
Total:		<b>18</b>
		<b>\$146,937.82</b>

Plan Name: **Dime - Vol. DCP Dir BTA**

Proof of Claim #	Claimant	Filed Claim Amount
		(U = Unliquidated Claim)
<b>3062</b>	<b>Eugene G. Schulz Jr.</b>	<b>U</b>
Total:	<b>1</b>	<b>\$0.00</b>

Plan Name: **Great Western - DC Make-Up**

Filed Claim Amount  
(U = Unliquidated  
Claim)

Proof of Claim #	Claimant	
835	Aldo Lombardi	\$203,289.00
910	Alice Schenk	\$439,461.93
1046	Armando Milo	U
1322	Bard Saladin	\$119,462.00
1789	Beverly Duane	\$49,460.04
1679	Bruce Antenberg	U
728	Donald Rowan	U
1944	Fred Kuntz	\$6,417.84
2948	Gerald Pittenger	U
2944	Harold Johnson	U
837	Hope Wilder	\$30,000.00
2670; 3271	James Sage	U
2225	Jeannie Bias	U
3055	John Gossett	U
800	Joseph Fellmeth	U
1680	Leni (B) Antenberg	U
3122	Lon Kuehl	U
2112	Louis Boitano	U
1154	Nadine Barbera	\$150,000.00
1143	Patricia (B) Smith	\$19,984.00
2004	Richard Moore	\$102,067.42
1144	Richard Smith	\$101,141.00
1749	Robert Akard	U
904	Roberta Yassin	\$171,272.00
761	Ronald Rosen	U
1256	Ronald Rosso	U
2516; 2521	Ruben Vasquez	U
1261	Terry Scarlett	U
3213	Theodore Dixon	\$17,856.00
1750	Waltraud (B) Akard	U
3530	William Wright	U
Total:	31	\$1,410,411.23

Plan Name: **Great Western - DCP Roll-in**

Proof of Claim #	Claimant	Filed Claim Amount
		(U = Unliquidated Claim)
<b>818</b>	<b>Joe Jackson</b>	<b>\$715,651.89</b>
Total:	<b>1</b>	<b>\$715,651.89</b>

Plan Name: **Great Western - DCP - MLC**

Filed Claim Amount  
(U = Unliquidated  
Claim)

Proof of Claim #	Claimant	
<b>2423</b>	<b>David Anderson</b>	<b>U</b>
<b>821</b>	<b>James Little</b>	<b>\$218,424.89</b>
<b>3011</b>	<b>Marilynn Pylant</b>	<b>\$158,441.27</b>
<b>2336</b>	<b>Mark Robbins</b>	<b>\$2,802,014.36</b>
<b>3152</b>	<b>Rahim Shamash</b>	<b>\$557,409.72</b>
<b>907</b>	<b>Randall Seltz</b>	<b>\$80,000.00</b>
<b>1204</b>	<b>Richard Califano</b>	<b>\$49,468.85</b>
<b>3337</b>	<b>Rick Kirk</b>	<b>\$438,087.82</b>
<b>1505</b>	<b>Robert Vance</b>	<b>\$41,672.91</b>
<b>3646</b>	<b>Saiid Rastegar</b>	<b>\$115,637.86</b>
<b>661</b>	<b>Stanley Konopacki</b>	<b>\$384,679.58</b>
<b>2702</b>	<b>Steven Johnson</b>	<b>\$146,965.00</b>
<b>3030</b>	<b>Susan Goldstein</b>	<b>\$188,983.00</b>
<b>885</b>	<b>Thomas Golon</b>	<b>\$178,871.00</b>
Total:	<b>14</b>	<b>\$5,358,706.26</b>

Plan Name: **Great Western - DCP - S&C**

Filed Claim Amount  
(U = Unliquidated  
Claim)

Proof of Claim #	Claimant	
822	Billy Gastineau	\$13,598.06
567	Charles Byrge	\$13,630.87
1215	Christine Coburn	U
686	Christopher Milne	\$19,415.00
3527	Douglas Crocker	\$88,435.08
700	Eldene Norton	\$141,152.98
2614	Fred Kuntz	\$5,821.38
1041	Gail Bothun	\$14,296.29
2542	Gary Runyan	\$102,220.51
902	Gerald Egner	\$5,775.38
1227	Gregory Schmidt	\$116,000.00
921	Harold Sessa	\$51,573.98
1364	Jackie Pounds	\$226,000.00
1765	Jeff Loventhal	\$400,694.32
734	Judith Chambers	\$133,373.00
580	Linda Gwyn	\$78,000.00
2436	Milton Bledsoe	\$140,925.17
845	Philip Shaw	\$56,267.72
1141	Richard Smith	\$32,668.89
2232	Ronald Santucci	\$5,656.53
1357	Sammie Ipock	\$50,129.95
565	Sheldon Frank	\$45,871.30
Total:		<u><u>22</u></u> <u><u>\$1,741,074.84</u></u>

Plan Name: **Great Western - DCP - SO**

Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
<b>910</b>	<b>Alice Schenk</b>	<b>\$439,461.93</b>
<b>858</b>	<b>Allan Frazier</b>	<b>\$84,474.62</b>
<b>3231</b>	<b>Barry Himel</b>	<b>\$30,370.14</b>
<b>460</b>	<b>Carl Geuther</b>	<b>U</b>
<b>384</b>	<b>Charles Rossetti</b>	<b>\$101,458.41</b>
<b>1577</b>	<b>Charles Sledd</b>	<b>\$49,958.52</b>
<b>1529</b>	<b>Donald Cameron</b>	<b>\$66,808.00</b>
<b>820</b>	<b>Edward Krause</b>	<b>U</b>
<b>448</b>	<b>Gloria Crane</b>	<b>\$31,898.98</b>
<b>1112</b>	<b>Jane Wood</b>	<b>\$60,680.60</b>
<b>818</b>	<b>Joe Jackson</b>	<b>\$715,651.89</b>
<b>456</b>	<b>John Maher</b>	<b>U</b>
<b>1137</b>	<b>Michael Clawson</b>	<b>\$46,651.37</b>
<b>3216</b>	<b>Patricia Benninger</b>	<b>\$37,949.90</b>
<b>472</b>	<b>R. Altman</b>	<b>\$429,155.14</b>
Total:	<b>15</b>	<b>\$2,094,519.50</b>



Plan Name: **Great Western - Dir DCP**

Filed Claim Amount  
(U = Unliquidated  
Claim)

Proof of Claim #	Claimant	
<b>381</b>	<b>James Montgomery</b>	<b>U</b>
<b>421</b>	<b>John Giovenco</b>	<b>\$69,764.50</b>
Total:	<b>2</b>	<b>\$69,764.50</b>

Plan Name: **Great Western - Director Retirement**

Filed Claim Amount  
(U = Unliquidated  
Claim)

Proof of Claim #	Claimant	
<b>2590</b>	<b>Don Combs</b>	<b>\$125,298.00</b>
<b>470</b>	<b>H. Frederick Christie</b>	<b>\$11,650.00</b>
<b>378, 3915</b>	<b>James F. Montgomery</b>	<b>U</b>
<b>459</b>	<b>Janice Gryp</b>	<b>\$20,261.74</b>
<b>1129</b>	<b>John Beane</b>	<b>\$218,830.00</b>
<b>447</b>	<b>John D. Alexander</b>	<b>U</b>
<b>456</b>	<b>John F. Maher</b>	<b>U</b>
<b>421</b>	<b>John V. Giovenco</b>	<b>\$69,764.50</b>
<b>2983</b>	<b>Margaret North</b>	<b>\$63,000.00</b>
<b>970</b>	<b>Mary Davis</b>	<b>\$591,250.00</b>
<b>450</b>	<b>Willis Wood</b>	<b>U</b>
Total:	<b>11</b>	<b>\$1,100,054.24</b>

Plan Name: **Great Western - ESIP**

Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
<b>482</b>	<b>J. L. Erikson</b>	<b>U</b>
<b>3915</b>	<b>James F. Montgomery</b>	<b>U</b>
<b>818</b>	<b>Joe M. Jackson</b>	<b>\$715,651.89</b>
	<b>Ursula(Michael)</b>	
<b>1605</b>	<b>Pappas</b>	<b>\$450,000.00</b>
Total:		<b>\$1,165,651.89</b>

Plan Name: **Great Western - GMS**

		Filed Claim Amount (U = Unliquidated Claim)
Proof of Claim #	Claimant	
<b>2944</b>	<b>Harold Johnson</b>	<b>U</b>
<b>2948</b>	<b>Gerald Pittenger</b>	<b>U</b>
Total:	<b>2</b>	<b>\$0.00</b>

Plan Name: **Great Western - Gratuitous Retirement**

Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
<b>2235</b>	<b>Robert Holmes</b>	<b>U</b>
<b>411</b>	<b>Francis Jacobs</b>	<b>\$55,500.00</b>
<b>1333</b>	<b>James Kemp</b>	<b>\$179,731.00</b>
<b>898</b>	<b>William Lemmon</b>	<b>U</b>
<b>1628</b>	<b>Bonnie Miller</b>	<b>\$1,590.57</b>
<b>783</b>	<b>Donna Salvin</b>	<b>U</b>
Total:	<b>6</b>	<b>\$236,821.57</b>

Plan Name: **Great Western - Restoration**

Filed Claim Amount  
(U = Unliquidated  
Claim)

Proof of Claim #	Claimant	
<b>1679</b>	<b>Bruce Antenberg</b>	<b>U</b>
<b>1246</b>	<b>Ernest Lyons</b>	<b>\$374,004.90</b>
<b>481</b>	<b>Jerry Weeks</b>	<b>U</b>
<b>1680</b>	<b>Leni Antenberg</b>	<b>U</b>
<b>471</b>	<b>Phillip Altman</b>	<b>U</b>
Total:	<b>5</b>	<b>\$374,004.90</b>

Plan Name: **Great Western - SERP**

Filed Claim Amount  
(U = Unliquidated  
Claim)

Proof of Claim #	Claimant	
<b>835</b>	<b>Aldo T. Lombardi</b>	<b>\$203,281.00</b>
<b>460</b>	<b>Carl F. Geuther</b>	<b>U</b>
<b>455, 2915</b>	<b>Clifford A. Miller</b>	<b>U</b>
<b>469</b>	<b>Curtis J. Crivelli</b>	<b>U</b>
<b>457, 2741, 2771</b>	<b>Deborah Lascala</b>	<b>U</b>
<b>458</b>	<b>Edward R. Hoffman</b>	<b>U</b>
<b>448</b>	<b>Gloria Crane</b>	<b>\$31,898.98</b>
<b>482</b>	<b>J. L. Erikson</b>	<b>U</b>
<b>378, 3915</b>	<b>James F. Montgomery</b>	<b>U</b>
<b>459</b>	<b>Janice Gryp</b>	<b>\$20,261.74</b>
<b>451</b>	<b>Jaynie Studenmund</b>	<b>U</b>
<b>828</b>	<b>Joe M. Jackson</b>	<b>U</b>
<b>456</b>	<b>John F. Maher</b>	<b>U</b>
<b>817</b>	<b>Lamberta R (B) Jackson</b>	<b>U</b>
<b>834</b>	<b>Nancy Lombardi</b>	<b>\$31,239.00</b>
<b>1118</b>	<b>Ray Sims</b>	<b>U</b>
<b>1605</b>	<b>Ursula Pappas</b>	<b>\$450,000.00</b>
<b>898</b>	<b>William Lemmon</b>	<b>U</b>
<b>453</b>	<b>William Schenck</b>	<b>U</b>
Total:	<b>19</b>	<b>\$736,688.72</b>

Plan Name:		<b>Providian - DCP</b>	
			Filed Claim Amount (U = Unliquidated Claim)
Proof of Claim #	Claimant		
<b>2237</b>	<b>Daniel Sanford</b>		<b>\$189,145.50</b>
<b>3080</b>	<b>Ellen Richey</b>		<b>U</b>
<b>790</b>	<b>Ron Claveloux</b>		<b>\$1,812,415.36</b>
<b>2211</b>	<b>Tom Clancy</b>		<b>\$102,596.99</b>
Total:		<b>4</b>	<b>\$2,104,157.85</b>



Plan Name: **Providian - Individual Contract (Montanari)**

Proof of Claim #	Claimant	Filed Claim Amount
		(U = Unliquidated Claim)
<b>3698</b>	<b>Julie Montanari</b>	<b>\$808,678.39</b>
Total:	<b>1</b>	<b>\$808,678.39</b>

Plan Name: <b>Dime - KELP</b>			
<b>ASB - ELIP</b>			
Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)	Plan Name
3093	1999 Phyllis Marino Family Trust	U	Dime - KELP
	C O J Andrew Rahl Jr		
2453	Abraham S Ossip	U	Dime - KELP
3000	Andrew Hickey	U	Dime - KELP
3017	Anthony R Burriesci	U	Dime - KELP
3016	Anthony R Burriesci Insurance Trust	U	Dime - KELP
3027	Arthur Anderson	U	Dime - KELP
2998	Arthur Bassin	U	Dime - KELP
2996	Arthur C Bennett	U	Dime - KELP
2493	Carlos Munoz	U	Dime - KELP
2465	D James Daras	U	Dime - KELP
3105	David J Totaro	U	Dime - KELP
2531	Donald P Schwartz	U	Dime - KELP
2537	Donald P Schwartz Irrevocable Insurance Trust	U	Dime - KELP
3708	Edward B Kramer	\$281,250.00	Dime - KELP
1729	Elaine Bent	U	Dime - KELP
2445	Frank Deangelo	U	Dime - KELP
2478	Franklin Wright	U	Dime - KELP
3038	Franklin L Wright Irrevocable Trust	U	Dime - KELP
2437	Gene C Brooks	U	Dime - KELP
2461	Gene C Brooks Insurance Trust	U	Dime - KELP
3064	Harold E Reynolds C O J Andrew Rahl Jr Esq	U	Dime - KELP
2984	J Edward Diamond	U	Dime - KELP
2214	Jack Wagner	U	Dime - KELP
2552	James E Kelly	U	Dime - KELP
2615	James E Kelly 1999 Trust Dated January 26 1999	U	Dime - KELP
2168	James Jr Large	U	Dime - KELP
2221	Jenne Britell	U	Dime - KELP
2218	Jenne Britell Irrevocable Deed Of Trust	U	Dime - KELP

Plan Name: <b>Dime - KERP</b>			
<b>ASB - ELIP</b>			
Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)	Plan Name
1481	Jenne K Britell Irrevocable Deed Of Trust Dated 8 21 96 As Transferee	\$4,409,724.00	Dime - KERP
2217	John B Pettit Jr	U	Dime - KERP
1730	John Bent	U	Dime - KERP
2263	John J Monaghan	\$477,000.00	Dime - KERP
2219	John V Brull	U	Dime - KERP
3076	Joseph Jiannetto	U	Dime - KERP
2628	Lawrence J Toal	U	Dime - KERP
3067	Lawrence W Peters C O J Andrew Rahl Jr	U	Dime - KERP
3086	Marie Alleva C O Andrew Rahl Jr	U	Dime - KERP
2427	Michael A Gallagher	U	Dime - KERP
2490	Munoz, Carlos 1999 Irrevocable Life Insurance Trust	U	Dime - KERP
2418	Murray F Mascis	U	Dime - KERP
3079	Murray F Mascis 1999 Insurance Trust C O Andrew	U	Dime - KERP
2393	Norman J Stafford	U	Dime - KERP
3056	Peyton R Patterson C O J Andrew Rahl Jr	U	Dime - KERP
3270	Phyllis Marino C O J Andrew Rahl Jr	U	Dime - KERP
2167	Richard Parsons	U	Dime - KERP
2164	Richard Terzian Co J Andrew Rahl Jr Esq	U	Dime - KERP
3089	Richard A Mirro C O J Andrew Rahl Jr Esq	U	Dime - KERP
3092	Richard A Mirro Irrevocable Trust C O J Andrew Rahl Jr	U	Dime - KERP
2165	Richard H Terzian And Bretta D Terzian Revocable	U	Dime - KERP
1536	Rita L Bligh	\$80,805.00	Dime - KERP
3190	Robert Murphy C O J Andrew Rahl Jr Esq	U	Dime - KERP
2166	Robert Turner	U	Dime - KERP
3144	Robert K Kettenmann	U	Dime - KERP
3141	Robert K Kettenmann 1997 Irrevocable Life Insurance Trust	U	Dime - KERP

Plan Name: <b>Dime - KELP</b>			
<b>ASB - ELIP</b>			
Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)	Plan Name
<b>3214</b>	<b>Roger Williams</b>	<b>\$480,000.00</b>	Dime - KELP
<b>3037</b>	<b>Stark, Dennis (dennis E Stark Fund At The Rhode Island Community Foundation)</b>	<b>U</b>	Dime - KELP
<b>2995</b>	<b>The Arthur Bennett Trust Uad May 22 2001</b>	<b>U</b>	Dime - KELP
<b>3074</b>	<b>The James M Large Jr September 1999 Trust C O J Andrew Rahl Jr</b>	<b>U</b>	Dime - KELP
<b>3072</b>	<b>The Lawrence W Peters Trust C O J Andrew Rahl Jr</b>	<b>U</b>	Dime - KELP
<b>2406</b>	<b>The Norman J Stafford Irrevocable Insurance Trust</b>	<b>U</b>	Dime - KELP
<b>1817</b>	<b>Thomas Vanarsdale</b>	<b>U</b>	Dime - KELP
<b>2523</b>	<b>Thomas J Ducca</b>	<b>U</b>	Dime - KELP
<b>2163</b>	<b>Thomas Vanarsdale</b>	<b>U</b>	Dime - KELP
<b>3186</b>	<b>Toal Descendants Insurance Trust C O J Andrew Rahl Jr</b>	<b>U</b>	Dime - KELP
<b>3106</b>	<b>Toal Family Insurance Trust C O J Andrew Rahl Jr</b>	<b>U</b>	Dime - KELP
<b>3188</b>	<b>William Phillips C O J Andrew Rahl Jr</b>	<b>U</b>	Dime - KELP
<b>1366</b>	<b>Arthur Porter</b>	<b>\$475,000.00</b>	ASB - ELIP
<b>2666</b>	<b>Don L Rigsbee</b>	<b>\$200,000.00</b>	ASB - ELIP
<b>1881</b>	<b>W B Robinson</b>	<b>\$670,000.00</b>	ASB - ELIP
Total:	<b>69</b>	<b>\$7,073,779.00</b>	

Plan Name:		<b>CCBI - Individual Contracts</b>
		Filed Claim Amount (U = Unliquidated Claim)
Proof of Claim #	Claimant	
<b>2684</b>	<b>James Daley</b>	<b>\$827,377.00</b>
Total:	<b>1</b>	<b>\$827,377.00</b>

Plan Name:		<b>Miscellaneous Individual Contracts</b>	
		Filed Claim Amount (U = Unliquidated Claim)	
Proof of Claim #	Claimant		
<b>2407</b>	<b>Alice Bogue</b>	<b>U</b>	
<b>2326</b>	<b>James Calderhead</b>	<b>U</b>	
<b>1234</b>	<b>Norma Fine-Eckley</b>	<b>U</b>	
<b>706</b>	<b>Barbara Newbould</b>	<b>\$700.68</b>	
<b>1389</b>	<b>Avon Pirozuk</b>	<b>\$10,921.75</b>	
<b>1595</b>	<b>Louise Arneson</b>	<b>\$28,107.38</b>	
<b>2256</b>	<b>Daniel Relf</b>	<b>U</b>	
<b>635</b>	<b>Anthony Nocella</b>	<b>\$2,022,720.00</b>	
<b>634</b>	<b>Barry Burkholder</b>	<b>\$3,155,136.00</b>	
Total:		<b>9</b>	<b>\$5,217,585.81</b>

<b><u>Wells Fargo Great Western Trustee Claims</u></b>					
<b>Date Filed</b>	<b>Claim No.</b>	<b>Name</b>	<b>Total Filed Claim Amount</b>	<b>Debtor Name</b>	<b>Nature</b>
3/31/2009	2868	Wells Fargo Bank NA in its Capacity as Trustee of the Great Western Financial Corporation Umbrella Trust for Directors	13,121,013	Washington Mutual, Inc.	Secured
3/31/2009	2863	Wells Fargo Bank NA in its Capacity as Trustee of the Great Western Financial Corporation Umbrella Trust for Senior Officers	146,090,779	Washington Mutual, Inc.	Secured

**SCHEDULE 2.10**

**LIST OF CLAIMS ASSOCIATED  
WITH QUALIFIED PLANS**



Qualified Plan Claims					
POC #		Filed Claim Amount	Claimant Name	Debtor	Nature
2498		\$161.59	J Leticia Serrado	Washington Mutual, Inc.	Priority
1812		\$499.11	ESTHER RUIZ	Washington Mutual, Inc.	Secured
2772		\$2,210.00	Heinz and Gerlinde Beneke	Washington Mutual, Inc.	Priority
888		\$20,000.00	ELINORE J KRAUSE	Washington Mutual, Inc.	Priority
498		\$21,779.65	DEAN B ARNOLD	Washington Mutual, Inc.	Priority
1578		\$30,089.85	CHERYL A FELTGEN	Washington Mutual, Inc.	Priority
1430		\$35,000.00	Marvin Allen Baldwin Jr	Washington Mutual, Inc.	Secured
2772		\$40,442.00	Heinz and Gerlinde Beneke	Washington Mutual, Inc.	General Unsecured
1217		\$47,105.47	RADHA THOMPSON	Washington Mutual, Inc.	Priority
155		\$63,877.18	Carey M Brennan	Washington Mutual, Inc.	Priority
3541		\$66,846.96	Harold Marvin Medgpath	Washington Mutual, Inc.	Priority
2226		\$100,000.00	HOWARD P ARATA	Washington Mutual, Inc.	Priority
1182		\$133,671.00	Melba Ann Bartels	Washington Mutual, Inc.	Priority
3623		\$174,561.70	James Corcoran	Washington Mutual, Inc.	General Unsecured
573		\$188,084.00	John F Robinson	Washington Mutual, Inc.	Priority
937		\$214,078.00	BARBARA J SNYDER	Washington Mutual, Inc.	Priority
2545		\$432,390.00	Janice D Turner	Washington Mutual, Inc.	Priority
2362		\$483,319.00	Edward Smith Jr	Washington Mutual, Inc.	General Unsecured
2255		\$565,316.39	Michael A Wolf	Washington Mutual, Inc.	Secured
2963		\$628,144.00	Elaine Schoch	Washington Mutual, Inc.	Priority
1799		\$823,497.60	Geoffrey G Olsen	Washington Mutual, Inc.	Priority
2452		\$941,380.34	John Engman	Washington Mutual, Inc.	Secured
1955		\$956,387.00	Donna J Wardlow	Washington Mutual, Inc.	Priority
2967		\$4,000.00	ELIZABETH M SCHAEFFER ILEY	Washington Mutual, Inc.	General Unsecured
1690		566,628.00	Marc Wane	Washington Mutual, Inc.	Priority
1735		57,591.36	GERALDINE KING	Washington Mutual, Inc.	Priority
705	U	Unliquidated	B JOYCE PATTERSON	Washington Mutual, Inc.	General Unsecured
708	U	Unliquidated	NUBAR ERAMIAN	Washington Mutual, Inc.	General Unsecured
793	U	Unliquidated	ERNEST PORTER	Washington Mutual, Inc.	General Unsecured
819	U	Unliquidated	DIANNE KRAUSE	Washington Mutual, Inc.	Priority
827	U	Unliquidated	ERMA L DESLONGCHAMPS	Washington Mutual, Inc.	General Unsecured
841	U	Unliquidated	ELVIRA A DREIZLER	Washington Mutual, Inc.	Priority
886	U	Unliquidated	ELLEN CHING	Washington Mutual, Inc.	Priority
890	U	Unliquidated	R Stephan	Washington Mutual, Inc.	General Unsecured
891	U	Unliquidated	ROBERT B DREIZLER	Washington Mutual, Inc.	Priority
941	U	Unliquidated	HELENE GUTOWITZ	Washington Mutual, Inc.	Priority
977	U	Unliquidated	WILLIAM O PHEGLEY	Washington Mutual, Inc.	General Unsecured

Qualified Plan Claims					
POC #		Filed Claim Amount	Claimant Name	Debtor	Nature
989	U	Unliquidated	O BRIEN BISOO	Washington Mutual, Inc.	General Unsecured
1056	U	Unliquidated	HELEN HORNIKEL	Washington Mutual, Inc.	Secured
1060	U	Unliquidated	JANET MAYOTTE	Washington Mutual, Inc.	Priority
1098	U	Unliquidated	GEORGEANE LAWLER	Washington Mutual, Inc.	Priority
1138	U	Unliquidated	DORIS ASPEL	Washington Mutual, Inc.	General Unsecured
1258	U	Unliquidated	CONNIE L HAMILTON	Washington Mutual, Inc.	Priority
1287	U	Unliquidated	RICHARD STEWART	Washington Mutual, Inc.	Secured
1321	U	Unliquidated	AMELIA CANNON	Washington Mutual, Inc.	General Unsecured
1396	U	Unliquidated	G YOUNTS	Washington Mutual, Inc.	Priority
1425	U	Unliquidated	R VALDEZ	Washington Mutual, Inc.	General Unsecured
1436	U	Unliquidated	GLORIA MORSCH	Washington Mutual, Inc.	General Unsecured
1452	U	Unliquidated	STEPHEN F ADAMS	Washington Mutual, Inc.	General Unsecured
1478	U	Unliquidated	VIRGINIA A TARAMASCO	Washington Mutual, Inc.	General Unsecured
1478	U	Unliquidated	VIRGINIA A TARAMASCO	Washington Mutual, Inc.	Priority
1482	U	Unliquidated	Elinor Jeanne Whornham	Washington Mutual, Inc.	Priority
1669	U	Unliquidated	GWENDOLYN A HEATH	Washington Mutual, Inc.	Priority
1673	U	Unliquidated	ANN L PIKE	Washington Mutual, Inc.	General Unsecured
1679	U	Unliquidated	BRUCE F ANTENBERG	Washington Mutual, Inc.	General Unsecured
1680	U	Unliquidated	LENI E ANTENBERG	Washington Mutual, Inc.	General Unsecured
1749	U	Unliquidated	ROBERT B AKARD	Washington Mutual, Inc.	General Unsecured
1750	U	Unliquidated	WALTRAUD AKARD	Washington Mutual, Inc.	General Unsecured
1784	U	Unliquidated	ELEANOR FOX	Washington Mutual, Inc.	General Unsecured
1785	U	Unliquidated	JEROME M RICKS	Washington Mutual, Inc.	Secured
1794	U	Unliquidated	MARIE B BABAYAN	Washington Mutual, Inc.	Priority
1811	U	Unliquidated	DOUGLAS THORNSJO	Washington Mutual, Inc.	Priority
1811	U	Unliquidated	DOUGLAS THORNSJO	Washington Mutual, Inc.	Secured
1813	U	Unliquidated	NIELS JORGENSEN	Washington Mutual, Inc.	Priority
1853	U	Unliquidated	ELLISON RABUN	Washington Mutual, Inc.	General Unsecured
1868	U	Unliquidated	ARLYNE BEARSE	Washington Mutual, Inc.	General Unsecured
1883	U	Unliquidated	Gordon McKay	Washington Mutual, Inc.	Priority
1885	U	Unliquidated	JAMES HENSCHER	Washington Mutual, Inc.	General Unsecured
1888	U	Unliquidated	J VALDES CUGAT	Washington Mutual, Inc.	General Unsecured
1889	U	Unliquidated	ROLLIN AYERS	Washington Mutual, Inc.	General Unsecured
1939	U	Unliquidated	BERNICE C BAKER	Washington Mutual, Inc.	General Unsecured
2042	U	Unliquidated	THERESA MULRANE	Washington Mutual, Inc.	General Unsecured
2054	U	Unliquidated	BETTE JACOBSON	Washington Mutual, Inc.	General Unsecured
2086	U	Unliquidated	CHARLOTTE J GORE	Washington Mutual, Inc.	Priority

Qualified Plan Claims					
POC #		Filed Claim Amount	Claimant Name	Debtor	Nature
2250	U	Unliquidated	ROBERT MANNING	Washington Mutual, Inc.	Priority
2251	U	Unliquidated	CAROLINE STAKELON	Washington Mutual, Inc.	Priority
2273	U	Unliquidated	KRYSTYNA KACZMARSKI	Washington Mutual, Inc.	General Unsecured
2277	U	Unliquidated	VIRGINIA J MAGUIRE	Washington Mutual, Inc.	General Unsecured
2358	U	Unliquidated	RUBY P ALDERMAN	Washington Mutual, Inc.	Priority
2434	U	Unliquidated	ROBERT S NOBLE	Washington Mutual, Inc.	General Unsecured
2474	U	Unliquidated	Norman Parker	Washington Mutual, Inc.	Secured
2488	U	Unliquidated	JAMES L HESTER	Washington Mutual, Inc.	Priority
2491	U	Unliquidated	THERESE A ASTI	Washington Mutual, Inc.	Priority
2502	U	Unliquidated	Merrill Wall	Washington Mutual, Inc.	Secured
2508	U	Unliquidated	Robert Stevens	Washington Mutual, Inc.	Secured
2510	U	Unliquidated	Charles Rinehart	Washington Mutual, Inc.	Secured
2514	U	Unliquidated	Edward McGrath	Washington Mutual, Inc.	Secured
2517	U	Unliquidated	George Miranda	Washington Mutual, Inc.	Secured
2557	U	Unliquidated	MARILYN E KIRK	Washington Mutual, Inc.	General Unsecured
2596	U	Unliquidated	SHIFFIE DILIBERTO	Washington Mutual, Inc.	General Unsecured
2657	U	Unliquidated	Carol Hove Ahmanson	Washington Mutual, Inc.	General Unsecured
2751	U	Unliquidated	Bruce Crouch	Washington Mutual, Inc.	General Unsecured
2751	U	Unliquidated	Bruce Crouch	Washington Mutual, Inc.	Secured
2837	U	Unliquidated	RICHARD CAREAGA	Washington Mutual, Inc.	Priority
2849	U	Unliquidated	JERRY HAVRANEK	Washington Mutual, Inc.	General Unsecured
2924	U	Unliquidated	MARY NIGRO	Washington Mutual, Inc.	General Unsecured
2954	U	Unliquidated	EDYTHE HAVRANEK	Washington Mutual, Inc.	General Unsecured
3032	U	Unliquidated	Leanne M Matthews	Washington Mutual, Inc.	General Unsecured
3111	U	Unliquidated	STELLA ELEFTherIADIS	Washington Mutual, Inc.	Priority
3119	U	Unliquidated	Richard Deihl	Washington Mutual, Inc.	Secured
3119	U	Unliquidated	Richard Deihl	Washington Mutual, Inc.	General Unsecured
3157	U	Unliquidated	LOIS R COTTON	Washington Mutual, Inc.	General Unsecured
3167	U	Unliquidated	Robert De Kruif	Washington Mutual, Inc.	Secured
3167	U	Unliquidated	Robert De Kruif	Washington Mutual, Inc.	General Unsecured
3171	U	Unliquidated	Jerry Iverson	Washington Mutual, Inc.	Secured
3171	U	Unliquidated	Jerry Iverson	Washington Mutual, Inc.	General Unsecured
3173	U	Unliquidated	E NANCY MARKLE	Washington Mutual, Inc.	Secured
3173	U	Unliquidated	E NANCY MARKLE	Washington Mutual, Inc.	General Unsecured
3181	U	Unliquidated	CHARLES E HARTZELL	Washington Mutual, Inc.	General Unsecured
3182	U	Unliquidated	HELEN C HARTZELL	Washington Mutual, Inc.	General Unsecured
3195	U	Unliquidated	MARILYN CAPALDO	Washington Mutual, Inc.	General Unsecured

**Qualified Plan Claims**

POC #		Filed Claim Amount	Claimant Name	Debtor	Nature
3235	U	Unliquidated	MARION J HENTZ	Washington Mutual, Inc.	General Unsecured
3355	U	Unliquidated	GLORIA V HOST	Washington Mutual, Inc.	Secured
3530	U	Unliquidated	WILLIAM WRIGHT	Washington Mutual, Inc.	General Unsecured
3552	U	Unliquidated	MARC B WRIGHT	Washington Mutual, Inc.	Priority

**LAKEVIEW CLAIM**

<b>POC #</b>	<b>Claimant Name</b>	<b>Filed Claim Amount</b>	<b>Debtor</b>	<b>Nature</b>
2838	RICHARD GREGORY SKINNER	\$214,699.00	Washington Mutual, Inc.	Priority

**SCHEDULE 2.11(a)**

**LIST OF TOWER INSURANCE PROGRAMS  
POLICIES AND BOND**

## Schedule 2.11(a)

### Blended Tower Insurance Program:

Type	Policy Term	Expiration	Policy Number	Line of Coverage	Carrier
Blended Program	5/1/07 - 5/1/08		509/QA015407	Primary	Lloyds of London
Blended Program	5/1/07 - 5/1/08		IPR 3757675-02	1st Excess	Zurich
Blended Program	5/1/07 - 5/1/08		6804-4507	2nd Excess	Federal Insurance Co.
Blended Program	5/1/07 - 5/1/08		741-99-20	3rd Excess	National Union Fire Insurance Co.
Blended Program	5/1/07 - 5/1/08		BF10014974-01	3rd Excess	Arch
Financial Institution Bond	5/1/07 - 5/1/08		509/QA015607	Excess FIB/ECCP	Lloyds of London
Blended Program	5/1/08 - 5/1/09		FD0806211	Primary	Lloyds of London
Blended Program	5/1/08 - 5/1/09		14-MG-08-A9112	1st Excess	HCC
Blended Program	5/1/08 - 5/1/09		C009430/001	2nd Excess	Allied World Assurance Co.
Blended Program	5/1/08 - 5/1/09		00-474-69-61	3rd Excess	AIG Casualty Co
Blended Program	5/1/08 - 5/1/09		DOX G23646298 001	4th Excess	ACE USA Professional Risk
Financial Institution Bond	5/1/08 - 5/1/09	9/26/08	8212-6709	Excess FIB/ECCP	Federal Insurance Co.
Financial Institution Bond	5/1/08 - 5/1/09	9/26/08	478-11-50	Excess FIB/ECCP	National Union Fire Insurance Co.
Financial Institution Bond	5/1/08 - 5/1/09	9/26/08	FID 596698800	Excess FIB/ECCP	Zurich

*Blended Program = Financial Institution Bond, Electronic and Computer Crime, Banker's Professional Liability, Employment Practices Liability and Fiduciary Liability coverage.*

*FIB = Financial Institution Bond*

### Directors & Officers Insurance:

Type	Policy Term	Expiration	Policy Number	Line of Coverage	Carrier
ABC D&O	5/01/07 - 05/01/08		741-98-06	Primary	Chartis
ABC D&O	5/01/07 - 05/01/08		ELU097687-07	1st Excess	XL Specialty Insurance Co.
ABC D&O	5/01/07 - 05/01/08		00 DA 1497374-07	2nd Excess	Twin City Fire Insurance Co.
ABC D&O	5/01/07 - 05/01/08		DOX G21669994 004	3rd Excess	ACE American Insurance Co.
ABC D&O	5/01/07 - 05/01/08		DOX0006090-02	4th Excess	Arch Insurance Group
ABC D&O	5/01/07 - 05/01/08		8208-3395	5th Excess	Federal Insurance Co.
ABC D&O	5/01/07 - 05/01/08		287127607	5th Excess	Continental Casualty Co.
ABC D&O	5/01/07 - 05/01/08		590CM2684	6th Excess	St. Paul Travelers Inc.
ABC D&O	5/01/07 - 05/01/08		G238226001	7th Excess	Ace Westchester
ABC D&O	5/01/07 - 05/01/08		HS625033	7th Excess	RSUI Group, Inc.

Type	Policy Term	Expiration	Policy Number	Line of Coverage	Carrier
ABC D&O	5/01/07 – 05/01/08		347-2092	8th Excess	National Union Fire Insurance Co.
Side A	5/01/07 – 05/01/08		ELU097685-07	Primary Side A	XL Specialty Insurance Co.
Side A	5/01/07 – 05/01/08		6802-6117	Side A 1st Excess	Federal Insurance Co.
Side A	5/01/07 – 05/01/08		00DA021819707	Side A 2nd Excess	Twin City Fire Insurance Co.
Side A	5/01/07 – 05/01/08		287127641	Side A 3rd Excess	CNA Global Specialty Lines
Side A	5/01/07 – 05/01/08		RNN713043/01/2007	Side A 3rd Excess	Axis Financial Insurance
Side A	5/01/07 – 05/01/08		QA015507	Side A 4th Excess	Lloyds of London
ABC D&O	5/1/08 - 5/1/09		ELU104380-08	Primary	XL Specialty Insurance Co.
ABC D&O	5/1/08 - 5/1/09		463-33-47	1st Excess	National Union Fire Insurance Co.
Side A	5/1/08 - 5/1/09		287127641	Primary Side A	Columbia Casualty Co.
Side A	5/1/08 - 5/1/09		MNN 713043/01/2008	Side A 1st Excess	Axis Insurance Co.
Side A	5/1/08 - 5/1/09		DOX G21669994 005	Side A 2nd Excess	ACE USA Professional Risk
Side A	5/1/08 - 5/1/09		ABX0027001-00	Side A 3rd Excess	Arch Insurance Co.
Side A	5/1/08 - 5/1/09		NHS628955	Side A 4th Excess	RSUI Indemnity Co.
Side A	5/1/08 - 5/1/09		358-0734	Side A 5th Excess	AIG Casualty Co.
Side A	5/1/08 - 5/1/09		14-MG-08-A9106	Side A 6th Excess	Houston Casualty Co.
Side A	5/1/08 - 5/1/09		B0509QA027908	Side A 7th Excess	Lloyd's of London
Side A	5/1/08 - 5/1/09		C009436/001	Side A 8th Excess	Allied World Assurance Co.
Side A	5/1/08 - 5/1/09		XMI0800039	Side A 9th Excess	Scottsdale Indemnity Co.
DIP D&O (Post-petition)	9/26/08-9/26/09		ELU108345-08	1st Extension	XL Specialty Insurance Co.
DIP D&O (Post-petition)	9/26/09-9/26/10		ELU108345-08	2nd Extension	XL Specialty Insurance Co.
D&O Run-off (Pre-petition)	9/26/08-5/1/10		ELU104380-08	1st Extension	XL Specialty Insurance Co.
D&O Run-off (Pre-petition)	5/1/10-5/1/12		ELU104380-08	2nd Extension	XL Specialty Insurance Co.



**SCHEDULE 2.15(a)**  
**LIST OF CLAIMS ASSOCIATED**  
**WITH VISA SHARES**

Claim No.	Name	Total Filed Claim Amount	Debtor Name	Nature
2483	Visa USA Inc	Unliquidated	WMI	GUC & Secured
2787	JPMorgan Chase Bank National Association	Unliquidated	WMI	GUC & Secured
2812	David L Mitchell Esq and Thomas B Hatch Esq.	5,064,200,000	WMI	GUC
3260	JPMorgan Chase Bank National Association	Unliquidated	WMI	GUC & Secured

**SCHEDULE 2.21**

**LIST OF BKK-RELATED POLICIES  
AND BKK-RELATED CARRIERS**

**BKK-RELATED POLICIES**

<b><u>CARRIER</u></b>	<b><u>POLICY</u></b>	<b><u>YEARS</u></b>
Aetna/Associated Int'l Ins. Co.	59XN20WCA and all policies identified as underlying insurance in such policy	4/1/85 – 4/1/86
Aetna/Travelers	59XN10WCA and all policies identified as underlying insurance in such policy	04/01/84 – 04/01/85
Aetna/Travelers	59XN6WCA and all policies identified as underlying insurance in such policy	04/01/83 – 04/01/84
Aetna/Travelers	33AL800011SC(Y)	04/01/68 – 05/16/71
American Home/AIG	275-00-26 and all policies identified as underlying insurance in such policy	Excess Umbrella 11/28/72 – 11/28/75
American Home/AIG	359-15-34 and all policies identified as underlying insurance in such policy	Excess Umbrella 04/01/75 – 04/01/78
Central National of Omaha (ACE)	CNU 16-38-24	04/01/82 – 04/01/83
Central National of Omaha (ACE)	CNU 00-14-16 and all policies identified as underlying insurance in such policy	04/01/83 – 04/01/84
Century Indemnity Company (ACE)	CIU 55-05-74 and all policies identified as underlying insurance in such policy	04/01/84 – 04/01/85
Century Indemnity Company (ACE)	CIU 551990 and all policies identified as underlying insurance in such policy	04/01/85 – 04/01/86
Century Indemnity Company (ACE)	CIU 55-25-53 and all policies identified as underlying insurance in such policy	4/1/86 – 4/1/87

Federal Insurance Company	79205803 and all policies identified as underlying insurance	04/01/75 – 04/01/78
Federal Insurance Company	FMP6825264 (64A, 64B 64C)	05/16/71 – 05/16/76
Federal Insurance Company	3510-74-10	12/31/76 – 04/01/86
Federal Insurance Company	GLP(85)7143-81-57	04/01/80 – 04/01/86
Federal Insurance Company	GLP(79)7762-37-44	04/01/72 – 12/31/79
Fireman's Fund Ins. Co.	XLX 1438712 and all policies identified as underlying insurance in such policy	04/01/83 - 04/01/84
Fireman's Fund Ins. Co.	TP 60435	04/01/65 – 04/01/68
Fireman's Fund Ins. Co.	XLX 1619882 and all policies identified as underlying insurance in such policy	04/01/84 – 04/01/85
Fireman's Fund Ins. Co.	XLX 1689534 and all policies identified as underlying insurance in such policy	04/01/85 – 04/01/86
Pacific Indemnity Co.	LC77187488	04/01/63 – 04/01/65
U.S. Fire Ins. Co.	CCL 142226 and all policies identified as underlying insurance in such policy	04/01/63 – 04/01/66
U.S. Fire Ins. Co.	CCL 208348 and all policies identified as underlying insurance in such policy	04/01/66 – 04/01/69
U.S. Fire Ins. Co.	DCL 494927 and all policies identified as underlying insurance in such policy	04/01/69 – 04/01/72
Any other policies that may be identified as possibly providing coverage for the liabilities identified as the BKK Liabilities		

**SCHEDULE 2.23**

**LIST OF CLAIMS ASSOCIATED  
WITH BONDING CLAIMS**

**Lakeview Claim**

<b>POC #</b>	<b>Claimant Name</b>	<b>Filed Claim Amount</b>	<b>Debtor</b>	<b>Nature</b>
2838	RICHARD GREGORY SKINNER	\$214,699.00	Washington Mutual, Inc.	Priority

**Safeco Surety Bond Claim**

<b>Date Filed</b>	<b>Claim No.</b>	<b>Name</b>	<b>Total Field Claim Amount</b>	<b>Debtor Name</b>	<b>Nature</b>
08/12/2009	3760	Safeco Insurance Company of America	2,701,755	WMI	Secured
08/12/2009	3760	Safeco Insurance Company of America	222,798,245	WMI	General Unsecured

**SCHEDULE 3.1(a)**  
**LIST OF ORDINARY COURSE PROFESSIONALS**



Kathleen C. Dewar  
Christy Vernor, CPA  
60th Street Advisors/Carey M. Bregnan

**SCHEDULE 3.1(b)**  
**LIST OF POST-PETITION DATE AGREEMENTS**  
**RE: WMI ENTITIES**

1. Agreement Regarding WaMu Savings Plan, dated as of June 16, 2009, between Washington Mutual, Inc., JPMorgan Chase Bank, N.A. and their respective affiliates and subsidiaries.
2. Assignment of Trust Agreement, dated as of August 10, 2009, between Washington Mutual, Inc. and Fidelity Management Trust Company, consented to by JPMorgan Bank Chase Bank, N.A.
3. Agreement, dated October \_\_\_, 2009, between Ahmanson Obligation Company and JPMorgan Chase Bank, N.A.
4. Stipulation and Agreement , dated October 9, 2009 among Washington Mutual, Inc. and WMI Investment Corporation (collectively, the “Debtors”), Dell Marketing L.P. and JPMorgan Chase Bank, N.A. resolving Motion of Debtors Pursuant to Rule 9024 of the Federal Rules of Bankruptcy Procedure for Reconsideration of the Order Approving That Certain Stipulation by an between Debtors and Dell Marketing, L.P., dated December 17, 2008.
5. Agreement Regarding Reconciliation of State Tax Refunds entered into by and among Washington Mutual, Inc., JPMorgan Chase Bank, N.A. and Federal Deposit Corporation, dated May 29, 2009.
6. Limited Power of Attorney by Ahmanson Obligation Company in favor of JPMorgan Chase Bank, N.A. regarding servicing and administration of certain mortgage loans, , dated September 29, 2009.
7. Settlement Agreement, dated \_\_\_, 2010, by and among Zurich American Insurance Company and its subsidiaries and affiliated companies, Washington Mutual, Inc., WMI Investment Corp. and JPMorgan Chase Bank, N.A.
8. Settlement Agreement, dated \_\_\_, 2010, by and among Old Republic Insurance Company and its subsidiaries and affiliated companies, Washington Mutual, Inc., WMI Investment Corp. and JPMorgan Chase Bank, N.A.
9. Settlement Agreement, dated \_\_\_, 2010, by and among Lumbermens Mutual Casualty Company, American Motorists Insurance Company, American Manufacturing Mutual Insurance Company, American Protection Insurance Company, Washington Mutual, Inc., WMI Investment Corp. and JPMorgan Chase Bank, N.A.
10. Agreement, dated November 24, 2008, by and between Washington Mutual, Inc. and JPMorgan Chase Bank, N.A. for indemnification of JPMorgan Chase Bank, N.A. for certain work relating to Internal Revenue Code Section 409A.

11. Letter Agreement, dated April 9, 2010, entered into between JPMorgan Chase Bank, N.A. and NorLease Inc. and acknowledged and consented to in part by Washington Mutual, Inc.
12. Assignment And Assumption Agreement, dated as of February 10, 2009, among Washington Mutual, Inc., JPMorgan Chase Bank, N.A., and PGA Plaza Associates, Ltd.
13. Assignment And Assumption Agreement, dated as of February 10, 2009, among Washington Mutual, Inc., JPMorgan Chase Bank, N.A., and Batac Corporation.

**SCHEDULE 3.2**

**LIST OF POST-PETITION DATE AGREEMENT  
RE: JPMC ENTITIES**

1. Agreement Regarding WaMu Savings Plan, dated as of June 16, 2009, between Washington Mutual, Inc., JPMorgan Chase Bank, N.A. and their respective affiliates and subsidiaries.
2. Assignment of Trust Agreement, dated as of August 10, 2009, between Washington Mutual, Inc. and Fidelity Management Trust Company, consented to by JPMorgan Bank Chase Bank, N.A.
3. Agreement, dated October \_\_\_, 2009, between Ahmanson Obligation Company and JPMorgan Chase Bank, N.A.
4. Stipulation and Agreement , dated October 9, 2009 among Washington Mutual, Inc. and WMI Investment Corporation (collectively, the “Debtors”), Dell Marketing L.P. and JPMorgan Chase Bank, N.A. resolving Motion of Debtors Pursuant to Rule 9024 of the Federal Rules of Bankruptcy Procedure for Reconsideration of the Order Approving That Certain Stipulation by an between Debtors and Dell Marketing, L.P., dated December 17, 2008.
5. Agreement Regarding Reconciliation of State Tax Refunds entered into by and among Washington Mutual, Inc., JPMorgan Chase Bank, N.A. and Federal Deposit Corporation, dated May 29, 2009.
6. Limited Power of Attorney by Ahmanson Obligation Company in favor of JPMorgan Chase Bank, N.A. regarding servicing and administration of certain mortgage loans, , dated September 29, 2009.
7. Settlement Agreement, dated \_\_\_, 2010, by and among Zurich American Insurance Company and its subsidiaries and affiliated companies, Washington Mutual, Inc., WMI Investment Corp. and JPMorgan Chase Bank, N.A.
8. Settlement Agreement, dated \_\_\_, 2010, by and among Old Republic Insurance Company and its subsidiaries and affiliated companies, Washington Mutual, Inc., WMI Investment Corp. and JPMorgan Chase Bank, N.A.
9. Settlement Agreement, dated \_\_\_, 2010, by and among Lumbermens Mutual Casualty Company, American Motorists Insurance Company, American Manufacturing Mutual Insurance Company, American Protection Insurance Company, Washington Mutual, Inc., WMI Investment Corp. and JPMorgan Chase Bank, N.A.
10. Agreement, dated November 24, 2008, by and between Washington Mutual, Inc. and JPMorgan Chase Bank, N.A. for indemnification of JPMorgan Chase Bank, N.A. for certain work relating to Internal Revenue Code Section 409A.

11. Letter Agreement, dated April 9, 2010, entered into between JPMorgan Chase Bank, N.A. and NorLease Inc. and acknowledged and consented to in part by Washington Mutual, Inc.
12. Assignment And Assumption Agreement, dated as of February 10, 2009, among Washington Mutual, Inc., JPMorgan Chase Bank, N.A., and PGA Plaza Associates, Ltd.
13. Assignment And Assumption Agreement, dated as of February 10, 2009, among Washington Mutual, Inc., JPMorgan Chase Bank, N.A., and Batac Corporation.

**SCHEDULE 3.3**

**LIST OF POST-PETITION DATE AGREEMENTS  
RE: FDIC ENTITIES**

NONE



**SCHEDULE 3.5**

**LIST OF POST-PETITION DATE AGREEMENTS  
RE: CREDITORS' COMMITTEE**

NONE

## **First Amendment**

## AMENDMENT TO SECOND AMENDED AND RESTATED SETTLEMENT AGREEMENT

AMENDMENT TO SECOND AMENDED AND RESTATED SETTLEMENT AGREEMENT (the "***Amendment***"), dated as of February 8, 2011, by and among (a) Washington Mutual, Inc. ("***WMI***") and WMI Investment Corp. ("***WMIIC***" and, collectively with WMI, the "***Debtors***"), (b) JPMorgan Chase Bank, N.A. ("***JPMC***" and, collectively with those of JPMC's affiliates that have filed proofs of claim against the Debtors and the Debtors' chapter 11 estates or that are Acquisition JPMC Entities, as defined below, the "***JPMC Entities***"), (c) Federal Deposit Insurance Corporation, in its capacity as receiver for Washington Mutual Bank ("***FDIC Receiver***"), (d) Federal Deposit Insurance Corporation, in its corporate capacity ("***FDIC Corporate***"), and (e) the official committee of unsecured creditors appointed in the Debtors' chapter 11 cases (the "***Creditors' Committee***"). The signatories hereto are referred to hereinafter collectively as the "***Parties***" or individually as a "***Party***".

### RECITALS

A. Each of the Parties has executed that certain Second Amended and Restated Settlement Agreement (the "***Agreement***"), dated as of February 7, 2011, relating to, among other things, the compromise and settlement of issues among them and the purchase and sale of certain assets between the Debtors and JPMC. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

B. The Bankruptcy Court has scheduled a hearing to consider confirmation of the Plan for May 2, 2011.

C. The Parties desire to amend the Agreement in accordance with the terms and provisions provided for herein.

NOW, THEREFORE, the Parties, in consideration of the promises, covenants and agreements herein described and for other good and valuable consideration acknowledged by each of them to be satisfactory and adequate, and intending to be legally bound, do hereby mutually agree as follows:

### AGREEMENT

Section 1.1 Termination Date. Section 7.3 of the Agreement, entitled "***Termination of Agreement***", is hereby modified by deleting the words "April 30, 2011" through the conclusion of such section and inserting "May 31, 2011" in lieu thereof.

Section 1.2 No Modification. Unless otherwise modified pursuant to this Amendment, the terms and provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the date first written above.

WASHINGTON MUTUAL, INC.,  
as Debtor in Possession

By:

Name: Charles Edward Smith  
Title: Executive Vice President

WMI INVESTMENT CORP.,  
as Debtor in Possession

By:

Name: Charles Edward Smith  
Title: Executive Vice President

JPMORGAN CHASE BANK, N.A.

By:

Name: Lawrence N. Chanen  
Title: Senior Vice President and  
Associate General Counsel

FEDERAL DEPOSIT INSURANCE  
CORPORATION, as Receiver for  
Washington Mutual Bank

By:

Name: Robert Schoppe  
Title: Receiver in Charge

IN WITNESS WHEREOF, the Parties hereto have caused this  
Amendment to be executed as of the date first written above.

WASHINGTON MUTUAL, INC.,  
as Debtor in Possession

By: \_\_\_\_\_  
Name:  
Title:

WMI INVESTMENT CORP.,  
as Debtor in Possession

By: \_\_\_\_\_  
Name:  
Title:

JPMORGAN CHASE BANK, N.A.

By: Lawrence N. Chanen  
Name: Lawrence N. Chanen  
Title: Senior Vice President and  
Associate General Counsel

FEDERAL DEPOSIT INSURANCE  
CORPORATION, as Receiver for  
Washington Mutual Bank

By: \_\_\_\_\_  
Name: Robert Schoppe  
Title: Receiver in Charge

IN WITNESS WHEREOF, the Parties hereto have caused this  
Amendment to be executed as of the date first written above.

WASHINGTON MUTUAL, INC.,  
as Debtor in Possession

By: \_\_\_\_\_  
Name:  
Title:

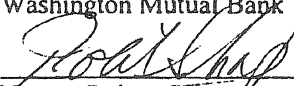
WMI INVESTMENT CORP.,  
as Debtor in Possession

By: \_\_\_\_\_  
Name:  
Title:


JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_  
Name: Lawrence N. Chanen  
Title: Senior Vice President and  
Associate General Counsel

FEDERAL DEPOSIT INSURANCE  
CORPORATION, as Receiver for  
Washington Mutual Bank

By:  \_\_\_\_\_  
Name: Robert Schoppe  
Title: Receiver in Charge

FEDERAL DEPOSIT INSURANCE  
CORPORATION, in Its Corporate  
Capacity

By:   
Name: Michael H. Krimminger  
Title: General Counsel

THE OFFICIAL COMMITTEE  
OF UNSECURED CREDITORS

By: \_\_\_\_\_  
Name:  
Title: Authorized Representative

FEDERAL DEPOSIT INSURANCE  
CORPORATION, in Its Corporate  
Capacity

By: \_\_\_\_\_  
Name: Michael H. Krimminger  
Title: General Counsel

THE OFFICIAL COMMITTEE  
OF UNSECURED CREDITORS

By: Akin Gump Strauss Hauer & Feld LLP  
By: Name: Fred S. Hadara, A Member of the Firm  
Title: Authorized Representative



## **Second Amendment**

## SECOND AMENDMENT TO SECOND AMENDED AND RESTATED SETTLEMENT AGREEMENT

SECOND AMENDMENT TO SECOND AMENDED AND RESTATED SETTLEMENT AGREEMENT (the “**Amendment**”), dated as of May 31, 2011, by and among (a) Washington Mutual, Inc. (“**WMI**”) and WMI Investment Corp. (“**WMIIC**” and, collectively with WMI, the “**Debtors**”), (b) JPMorgan Chase Bank, N.A. (“**JPMC**” and, collectively with those of JPMC’s affiliates that have filed proofs of claim against the Debtors and the Debtors’ chapter 11 estates or that are Acquisition JPMC Entities, as defined below, the “**JPMC Entities**”), (c) Federal Deposit Insurance Corporation, in its capacity as receiver for Washington Mutual Bank (“**FDIC Receiver**”), (d) Federal Deposit Insurance Corporation, in its corporate capacity (“**FDIC Corporate**”), and (e) the official committee of unsecured creditors appointed in the Debtors’ chapter 11 cases (the “**Creditors’ Committee**”). The signatories hereto are referred to hereinafter collectively as the “**Parties**” or individually as a “**Party**”.

### RECITALS

A. Each of the Parties has executed that certain Second Amended and Restated Settlement Agreement (as it has and may be further amended, the “**Agreement**”), dated as of February 7, 2011, relating to, among other things, the compromise and settlement of issues among them and the purchase and sale of certain assets between the Debtors and JPMC. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

B. Each of the Parties has executed an amendment to the Agreement, dated as of February 8, 2011, extending the term of the Agreement to May 31, 2011.

C. The Bankruptcy Court has scheduled a hearing to consider confirmation of the Plan for June 29, 2011, but such date may be further extended.

D. The Parties desire to further amend the Agreement in accordance with the terms and provisions provided for herein.

NOW, THEREFORE, the Parties, in consideration of the promises, covenants and agreements herein described and for other good and valuable consideration acknowledged by each of them to be satisfactory and adequate, and intending to be legally bound, do hereby mutually agree as follows:

### AGREEMENT

Section 1.1 Definitions. The defined term “**Net Tax Refunds**” in Section 1.2 of the Agreement, entitled “**Definitions**”, is hereby modified by deleting the words “after the date hereof”, which appear in both the first and second lines of clause (iii) of this definition, and, in both instances, inserting “after May 24, 2010” in lieu thereof.

Section 1.2 Tax Expenses. Section 2.4(f) of the Agreement, entitled "*Tax Expenses*", is hereby modified by adding the following at the conclusion thereof:

Any out-of-pocket expenses incurred by WMI or JPMC after May 24, 2010 and solely relating to services performed after May 24, 2010 with respect to outside legal or other tax advisors (which, for the avoidance of doubt, does not include Alvarez & Marsal LLC or any of its Affiliates) that are participating in any proceeding with any Tax Authorities to resolve any issues with respect to Pre-2009 Group Taxes shall be payable out of the funds of the Refund Escrow Account, the funds of the Washington Mutual Escrow Account, and/or the JPMC Escrow Account, either directly to such advisors or as reimbursement to WMI or JPMC, as applicable, in the same manner, and to the same extent and proportion, as if such fees and expenses were Pre-2009 Group Taxes determined to be payable in accordance with Section 2.4(g) of the Agreement. For the avoidance of doubt, the preceding sentence shall not reduce the amount that the FDIC Receiver would be entitled to receive pursuant to the terms and provisions of Section 2.4 hereof.

Section 1.3 Termination Date. Section 7.3 of the Agreement, entitled "*Termination of Agreement*", is hereby modified by deleting the words "May 31, 2011" through the conclusion of such section and inserting "August 31, 2011" in lieu thereof.

Section 1.4 No Modification. Unless otherwise modified pursuant to this Amendment, the terms and provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the date first written above.

WASHINGTON MUTUAL, INC.,  
as Debtor in Possession

By:

Name: Charles Edward Smith  
Title: Executive Vice President

WMI INVESTMENT CORP.,  
as Debtor in Possession

By:

Name: Charles Edward Smith  
Title: Executive Vice President

JPMORGAN CHASE BANK, N.A.

By: Lawrence N. Chanen  
Name: Lawrence N. Chanen  
Title: Senior Vice President and  
Associate General Counsel

FEDERAL DEPOSIT INSURANCE  
CORPORATION, as Receiver for  
Washington Mutual Bank

By: \_\_\_\_\_  
Name: Robert Schoppe  
Title: Receiver in Charge

FEDERAL DEPOSIT INSURANCE  
CORPORATION, in Its Corporate  
Capacity

By: \_\_\_\_\_  
Name:  
Title: General Counsel

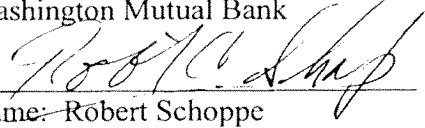
THE OFFICIAL COMMITTEE  
OF UNSECURED CREDITORS

By: \_\_\_\_\_  
Name:  
Title: Authorized Representative

JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_  
Name: Lawrence N. Chanen  
Title: Senior Vice President and  
Associate General Counsel

FEDERAL DEPOSIT INSURANCE  
CORPORATION, as Receiver for  
Washington Mutual Bank

By:  \_\_\_\_\_  
Name: Robert Schoppe  
Title: Receiver in Charge

FEDERAL DEPOSIT INSURANCE  
CORPORATION, in Its Corporate  
Capacity

By: \_\_\_\_\_  
Name:  
Title: General Counsel

THE OFFICIAL COMMITTEE  
OF UNSECURED CREDITORS

By: \_\_\_\_\_  
Name:  
Title: Authorized Representative

JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_

Name: Lawrence N. Chanen  
Title: Senior Vice President and  
Associate General Counsel


FEDERAL DEPOSIT INSURANCE  
CORPORATION, as Receiver for  
Washington Mutual Bank

By: \_\_\_\_\_

Name: Robert Schoppe  
Title: Receiver in Charge

FEDERAL DEPOSIT INSURANCE  
CORPORATION, in Its Corporate  
Capacity

By: \_\_\_\_\_

Name:   
Title: General Counsel (acting)

THE OFFICIAL COMMITTEE  
OF UNSECURED CREDITORS

By: \_\_\_\_\_

Name:  
Title: Authorized Representative

JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_  
Name: Lawrence N. Chanen  
Title: Senior Vice President and  
Associate General Counsel

FEDERAL DEPOSIT INSURANCE  
CORPORATION, as Receiver for  
Washington Mutual Bank

By: \_\_\_\_\_  
Name: Robert Schoppe  
Title: Receiver in Charge

FEDERAL DEPOSIT INSURANCE  
CORPORATION, in Its Corporate  
Capacity

By: \_\_\_\_\_  
Name:  
Title: General Counsel

THE OFFICIAL COMMITTEE  
OF UNSECURED CREDITORS

By: *Akin Gump, Strauss Hauer & Feld LLP*  
By: *Fred S. Hodara, A Member of The Firm*  
Name: Fred S. Hodara  
Title: Authorized Representative

## **Third Amendment**



### **THIRD AMENDMENT TO SECOND AMENDED AND RESTATED SETTLEMENT AGREEMENT**

THIRD AMENDMENT TO SECOND AMENDED AND RESTATED SETTLEMENT AGREEMENT (the “**Amendment**”), dated as of August 31, 2011, by and among (a) Washington Mutual, Inc. (“**WMI**”) and WMI Investment Corp. (“**WMIIC**” and, collectively with WMI, the “**Debtors**”), (b) JPMorgan Chase Bank, N.A. (“**JPMC**” and, collectively with those of JPMC’s affiliates that have filed proofs of claim against the Debtors and the Debtors’ chapter 11 estates or that are Acquisition JPMC Entities, as defined below, the “**JPMC Entities**”), (c) Federal Deposit Insurance Corporation, in its capacity as receiver for Washington Mutual Bank (“**FDIC Receiver**”), (d) Federal Deposit Insurance Corporation, in its corporate capacity (“**FDIC Corporate**”), and (e) the official committee of unsecured creditors appointed in the Debtors’ chapter 11 cases (the “**Creditors’ Committee**”). The signatories hereto are referred to hereinafter collectively as the “**Parties**” or individually as a “**Party**”.

#### **RECITALS**

A. Each of the Parties has executed that certain Second Amended and Restated Settlement Agreement (as it has and may be further amended, the “**Agreement**”), dated as of February 7, 2011, relating to, among other things, the compromise and settlement of issues among them and the purchase and sale of certain assets between the Debtors and JPMC. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

B. Each of the Parties has executed amendments to the Agreement modifying certain terms therein, including, without limitation, extending the term of the Agreement to August 31, 2011.

C. As of the date hereof, the Bankruptcy Court’s decision regarding confirmation of the Plan remains *sub judice*.

D. The Parties desire to further amend the Agreement in accordance with the terms and provisions provided for herein.

NOW, THEREFORE, the Parties, in consideration of the promises, covenants and agreements herein described and for other good and valuable consideration acknowledged by each of them to be satisfactory and adequate, and intending to be legally bound, do hereby mutually agree as follows:

#### **AGREEMENT**

Section 1.1 Termination Date. Section 7.3 of the Agreement, entitled “**Termination of Agreement**”, is hereby modified by deleting the words “August 31, 2011” and inserting “October 15, 2011” in lieu thereof.

Section 1.2 No Modification. Unless otherwise modified pursuant to this Amendment, the terms and provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the date first written above.

WASHINGTON MUTUAL, INC.,  
as Debtor in Possession

By: \_\_\_\_\_

Name: Charles Edward Smith  
Title: Executive Vice President &  
General Counsel

WMI INVESTMENT CORP.,  
as Debtor in Possession

By: \_\_\_\_\_

Name: Charles Edward Smith  
Title: Executive Vice President &  
General Counsel

JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_

Name: Lawrence N. Chanen  
Title: Senior Vice President and  
Associate General Counsel

FEDERAL DEPOSIT INSURANCE  
CORPORATION, as Receiver for  
Washington Mutual Bank

By: \_\_\_\_\_

Name: Robert Schoppe  
Title: Receiver in Charge

Section 1.2 No Modification. Unless otherwise modified pursuant to this Amendment, the terms and provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the date first written above.


WASHINGTON MUTUAL, INC.,  
as Debtor in Possession

By: \_\_\_\_\_  
Name:  
Title:

WMI INVESTMENT CORP.,  
as Debtor in Possession

By: \_\_\_\_\_  
Name:  
Title:

JPMORGAN CHASE BANK, N.A.

By:   
Name: Lawrence N. Chanen  
Title: Senior Vice President and  
Associate General Counsel

FEDERAL DEPOSIT INSURANCE  
CORPORATION, as Receiver for  
Washington Mutual Bank

By: \_\_\_\_\_  
Name: Robert Schoppe  
Title: Receiver in Charge

FEDERAL DEPOSIT INSURANCE  
CORPORATION, as Receiver for  
Washington Mutual Bank

By: \_\_\_\_\_

Name: Robert Schoppe

Title: Receiver in Charge

FEDERAL DEPOSIT INSURANCE  
CORPORATION, in Its Corporate  
Capacity

By: \_\_\_\_\_

Name: Michael H. Krimminger

Title: General Counsel 9/22/2011

THE OFFICIAL COMMITTEE  
OF UNSECURED CREDITORS

By: \_\_\_\_\_

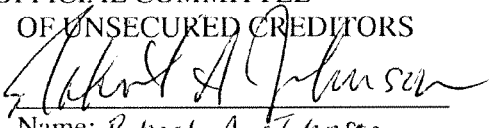
Name:

Title: Authorized Representative

FEDERAL DEPOSIT INSURANCE  
CORPORATION, in Its Corporate  
Capacity

By: \_\_\_\_\_  
Name:  
Title: General Counsel

THE OFFICIAL COMMITTEE  
OF UNSECURED CREDITORS

By:   
Name: Robert A. Johnson  
Title: Authorized Representative  
*Akin Gump Strauss Hauer & Feld LLP*

**EXHIBIT J**

**RUNOFF NOTE INDENTURE**

---

SENIOR FIRST LIEN NOTES INDENTURE

Dated as of [ ], 2012

by and between

WASHINGTON MUTUAL, INC.

and

[ ]

as Trustee

13% SENIOR FIRST LIEN NOTES DUE 2030

---

## CROSS-REFERENCE TABLE\*

Trust Indenture Act Section	Indenture Section
310(a)(1) .....	8.10
(a)(2) .....	8.10
(a)(3) .....	N.A.
(a)(4) .....	N.A.
(a)(5) .....	8.10
(b) .....	8.10
311(a) .....	8.11
(b) .....	8.11
312(a) .....	2.05
(b) .....	13.03
(c) .....	13.03
313(a) .....	8.06
(b)(1) .....	8.06
(b)(2) .....	8.06; 8.07
(c) .....	8.06; 13.02
(d) .....	8.06
314(a) .....	5.05; 13.05
(b) .....	12.01
(c)(1) .....	13.04
(c)(2) .....	13.04
(c)(3) .....	N.A.
(d) .....	12.04
(e) .....	13.05
(f) .....	N.A.
315(a) .....	8.01
(b) .....	8.05; 13.02
(c) .....	8.01
(d) .....	8.01
(e) .....	7.15
316(a)(1)(A) .....	7.06
(a)(1)(B) .....	7.05
(a)(2) .....	N.A.
(b) .....	7.07; 10.02
(c) .....	2.12; 10.04
317(a)(1) .....	7.09
(a)(2) .....	7.13
(b) .....	2.04
318(a) .....	13.01
(b) .....	N.A.
(c) .....	13.01

N.A. means not applicable.

\* This Cross-Reference Table is not part of this Indenture.



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## EXHIBITS

Exhibit A      Form of Note

SENIOR FIRST LIEN NOTES INDENTURE, dated as of [ ], 2012, between Washington Mutual, Inc., a Washington corporation (“WMI”), and [ ], as trustee.

## W I T N E S S E T H

WHEREAS, the Issuer has duly authorized the creation of an issue of \$110,000,000 aggregate principal amount of 13% Senior First Lien Notes due 2030 (together with any increases in the aggregate principal amount thereof, or any PIK Notes, the “Notes”); and

WHEREAS, the Issuer has duly authorized the execution and delivery of this Indenture.

NOW, THEREFORE, the Issuer and the Trustee agree as follows for the benefit of each other and for the equal and ratable benefit of the Holders of the Notes.

## ARTICLE I

### DEFINITIONS AND INCORPORATION BY REFERENCE

#### SECTION 1.01. Definitions.

“Acquisition Credit Facility” means that financing agreement dated as of [ ], 2012, by and among the Issuer, the guarantors party thereto, the lenders party thereto and [ ], as agent, including any guarantees, collateral documents, instruments and agreements executed in connection therewith, and any amendments, supplements, modifications, extensions, renewals, restatements, refundings or refinancings or replacements (whether upon or after termination or otherwise) thereof in whole or in part from time to time, including any agreement that replaces, refunds or refinances any part of the loans, notes, other credit facilities or commitments thereunder, including any such replacement, refunding or refinancing facility or indenture that increases the amount borrowable thereunder or alters the maturity thereof or adds or removes borrowers or guarantors, and whether with the same or another agent, lender or group of lenders.

“Affiliate” of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise.

“Agent” means any Registrar or Paying Agent.

“Applicable Procedures” means, with respect to any transfer or exchange of or for beneficial interests in any Global Note, the rules and procedures of the Depositary, Euroclear and Clearstream that apply to such transfer, redemption or exchange.

“Bankruptcy Law” means Title 11, U.S. Code or any similar federal law or Chapter 431, Article 15 of the Hawaii Code or any similar state law.

“Business Day” means each day which is not a Legal Holiday.

“Capital Stock” means:

- (1) in the case of a corporation, corporate stock;
- (2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;
- (3) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and
- (4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

“Cash Equivalents” means (a) marketable direct obligations issued or unconditionally guaranteed by the United States Government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case, maturing within six months from the date of acquisition thereof, (b) commercial paper, maturing not more than 270 days after the date of issue rated P-1 by Moody's or A-1 by Standard & Poor's, (c) certificates of deposit maturing not more than 270 days after the date of issue, issued by commercial banking institutions and money market or demand deposit accounts maintained at commercial banking institutions, each of which is a member of the Federal Reserve System and has a combined capital and surplus and undivided profits of not less than \$500,000,000 and a Thomson Bank Watch Rating of “BBB” or better, (d) money market accounts maintained with mutual funds having assets in excess of \$2,500,000,000, and (e) marketable tax exempt securities rated A or higher by Moody's or A+ or higher by Standard & Poor's, in each case, maturing within six months from the date of acquisition thereof.

“Clearstream” means Clearstream Banking, Société Anonyme.

“Collateral” means all assets and property in which a security interest is granted to secure the Notes Obligations.

“Collateral Account” means a separate securities and/or deposit account established and maintained by the Issuer in which the Collateral Agent has a valid perfected first priority security interest and exclusive dominion and control in accordance with the terms of the Security Documents.

“Collateral Agent” means [ ], in its capacity as collateral agent under the Security Documents, until a successor replaces it in accordance with the applicable provisions of the Intercreditor Agreement and thereafter means the successor serving thereunder.

“Control Agreement” means the Control Agreement, dated as of [ ], among the Issuer, Collateral Agent and [ ], as depository bank and/or securities intermediary, and any other agreement providing to the Collateral Agent “control” of the Collateral Account within the meaning of Articles 8 and 9 or the Uniform Commercial Code.

“Corporate Trust Office of the Trustee” shall be at the address of the Trustee specified in Section 13.02 hereof or such other address as to which the Trustee may give notice to the Holders and the Issuer.

“Credit Facility” means, with respect to the Issuer or any of its subsidiaries, one or more debt facilities, including the Acquisition Credit Facility, or other financing arrangements (including, without limitation, commercial paper facilities or indentures) providing for revolving credit loans, term loans,

letters of credit or other long-term indebtedness, including any notes, mortgages, guarantees, collateral documents, instruments and agreements executed in connection therewith, and any amendments, supplements, modifications, extensions, renewals, restatements, refundings or replacements (whether or not upon or after termination or otherwise) thereof and any indentures or credit facilities or commercial paper facilities that replace, refund or refinance any part of the loans, notes, other credit facilities or commitments thereunder, including any such replacement, refunding or refinancing facility or indenture that increases the amount permitted to be borrowed thereunder or alters the maturity thereof or adds subsidiaries as additional borrowers or guarantors thereunder and whether by the same or any other agent, lender or group of lenders.

“Custodian” means the Trustee, as custodian with respect to the Notes, each in global form, or any successor entity thereto.

“Default” means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

“Definitive Note” means a certificated Note registered in the name of the Holder thereof and issued in accordance with Section 2.06 hereof, substantially in the form of Exhibit A hereto, except that such Note shall not bear the Global Note Legend and shall not have the “Schedule of Exchanges of Interests in the Global Note” attached thereto.

“Depository” means, with respect to the Notes issuable or issued in whole or in part in global form, any Person specified in Section 2.03 hereof as the Depository with respect to the Notes, and any and all successors thereto appointed as Depository hereunder and having become such pursuant to the applicable provision of this Indenture.

“Euroclear” means Euroclear S.A./N.V., as operator of the Euroclear system.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

“Global Note Legend” means the legend set forth in Section 2.06(b) hereof, which is required to be placed on all Global Notes issued under this Indenture.

“Global Notes” means, individually and collectively, each of the Global Notes, substantially in the form of Exhibit A hereto, issued in accordance with Section 2.01 or 2.06 hereof.

“Government Securities” means securities that are:

- (1) direct obligations of the United States of America for the timely payment of which its full faith and credit is pledged; or
- (2) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of America the timely payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America,

which, in either case, are not callable or redeemable at the option of the issuer thereof, and shall also include a depository receipt issued by a bank (as defined in Section 3(a)(2) of the Securities Act), as custodian with respect to any such Government Securities or a specific payment of principal of or interest on any such Government Securities held by such custodian for the account of the holder of such depository receipt; provided that (except as required by law) such custodian is

not authorized to make any deduction from the amount payable to the holder of such depository receipt from any amount received by the custodian in respect of the Government Securities or the specific payment of principal of or interest on the Government Securities evidenced by such depository receipt.

"Governmental Authority" means any nation or government, any Federal, state, city, town, municipality, county, local or other political subdivision thereof or thereto and any department, commission, board, bureau, instrumentality, agency or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"guarantee" means a guarantee (other than by endorsement of negotiable instruments for collection in the ordinary course of business), direct or indirect, in any manner (including letters of credit and reimbursement agreements in respect thereof), of all or any part of any indebtedness or other obligations.

"Holder" means the Person in whose name a Note is registered on the Registrar's books.

"Indenture" means this Senior First Lien Notes Indenture, as amended or supplemented from time to time.

"Insurance Book Closing" means the transfer by WMMRC of all Runoff Proceeds held on the date of such transfer, the right to receive all future Runoff Proceeds, the Trusts and their assets along with all insurance liabilities associated therewith as of the date of transfer to a protected cell established and maintained pursuant to § 431:19-303 of Title 24 of the Hawaii Insurance Code in conformance with all applicable Requirements of Law, which complies with the following requirements: (w) the protected cell shall be organized as a direct wholly owned subsidiary of the Issuer; (x) the assets of the protected cell shall not be chargeable with liabilities arising out of any other business WMMRC may conduct; (y) the business plan establishing the protected cell shall restrict its business to the administration and management of the Trusts and the assets thereof along with the liabilities associated therewith, and the distribution of the Runoff Proceeds; and (z) the governing documents of the protected cell shall provide that no dividend or distribution may be made to any Person other than the Issuer as provided for in the Notes Documentation and the Second Lien Documentation.

"Intercreditor Agreement" means the Intercreditor Agreement, dated as of [ ], among the Issuer, the other grantors party thereto and [ ], as collateral agent for the First Lien Secured Parties, Second Lien Secured Parties and Third Lien Secured Parties (each, as defined therein) and as authorized representative for [ ], as amended, modified and supplemented from time to time.

"Interest Payment Date" has the meaning set forth in paragraph 1 of each Note.

"Issue Date" means [ ].

"Issuer" means Washington Mutual, Inc., a Washington corporation, and any of its successors.

"Issuer Order" means a written request or order signed on behalf of the Issuer by an Officer of the Issuer, who must be the principal executive officer, the principal financial officer, the treasurer or the principal accounting officer of the Issuer, and delivered to the Trustee or the Collateral Agent.



“Issuer Incremental Amount” means an amount accruing on the outstanding Issuer Priority Amount or the Issuer Secondary Amount, as applicable, at 13% per annum payable quarterly in arrears on each Interest Payment Date, to the Issuer.

“Issuer Priority Amount” means (i) a principal amount equal to \$4.0 million plus (ii) any amounts added due to unpaid Issuer Incremental Amounts, less (iii) any repayments of the Issuer Priority Amounts, to the Issuer.

“Issuer Secondary Amount” means (i) a principal amount equal to \$6.0 million plus (ii) any amounts added due to unpaid Issuer Incremental Amounts, less (iii) any repayments of the Issuer Secondary Amounts.

“Legal Holiday” means a Saturday, a Sunday or a day on which commercial banking institutions are not required to be open in the State of New York or the State of Washington, as the case may be.

“Lien” means, with respect to any asset, any mortgage, lien (statutory or otherwise), pledge, hypothecation, charge, security interest, preference, priority or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction; provided that in no event shall an operating lease be deemed to constitute a Lien.

“Moody's” means Moody's Investors Service, Inc. and any successor thereto.

“Notes” means the Notes authenticated and delivered under this Indenture including any PIK Notes subsequently issued under this Indenture.

“Notes Documentation” means the Notes, this Indenture and the Security Documents.

“Notes Obligations” means Obligations in respect of this Indenture, the Notes and the Security Documents, including for the avoidance of doubt, Obligations in respect of guarantees thereof.

“Obligations” means any principal, interest, penalties, fees, indemnifications, reimbursements and all other present and future indebtedness, obligations, and liabilities under the documentation governing any indebtedness, whether or not the right of payment in respect of such indebtedness, obligations and liabilities is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, disputed, undisputed, legal, equitable, secured, unsecured, and whether or not such indebtedness, obligations, interest and liabilities are discharged, allowed, stayed or otherwise affected by any proceeding (including whether or not allowed in any proceeding under any Bankruptcy Law).

“Officer” means the Chairman of the Board, the Chief Executive Officer, the President, any Executive Vice President, Senior Vice President or Vice President, the Treasurer or the Secretary of the Issuer.

“Officer's Certificate” means a certificate signed on behalf of the Issuer by an Officer of the Issuer, who must be the principal executive officer, the principal financial officer, the treasurer or the principal accounting officer of the Issuer, that meets the requirements set forth in this Indenture.

“Opinion of Counsel” means a written opinion from legal counsel who is acceptable to the Trustee. The counsel may be an employee of or counsel to the Issuer or the Trustee.

“Owner” means (x) WMMRC until the occurrence of an Insurance Book Closing and (y) the protected cell created by such Insurance Book Closing to which the Runoff Proceeds, the Trusts and the assets thereof are transferred, thereafter, in accordance with the terms of the Notes Documentation.

“Participant” means, with respect to the Depositary, Euroclear or Clearstream, a Person who has an account with the Depositary, Euroclear or Clearstream, respectively, (and, with respect to DTC, shall include Euroclear and Clearstream).

“Permitted Lien” means a Lien securing Obligations of the Issuer under (i) the Notes Documentation, (ii) the Second Lien Documentation and (iii) the Acquisition Credit Facility, in each case, subject to the terms of the Intercreditor Agreement.

“Person” means any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

“PIK Interest” means interest paid with respect to the Notes in the form of increasing the outstanding principal amount of the Notes or issuing PIK Notes.

“PIK Notes” mean additional Notes issued under this Indenture on the same terms and conditions as the Notes issued on the Issue Date in connection with a PIK Payment. For purposes of this Indenture, all references to “PIK Notes” shall include the Related PIK Notes.

“PIK Payment” means an interest payment with respect to the Notes made by increasing the outstanding principal amount of the Notes or issuing PIK Notes.

“Record Date” for the interest payable on any applicable Interest Payment Date means with respect to the Notes, [ ], [ ], [ ] or [ ] (whether or not a Business Day) immediately preceding such Interest Payment Date.

“Related PIK Notes” means, with respect to a Note, (i) each PIK Note issued in connection with a PIK Payment on such Note and (ii) each additional PIK Note issued in connection with a PIK Payment on a Related PIK Note with respect to such Note.

“Requirements of Law” means, with respect to any Person, collectively, the common law and all federal, state, provincial, local, foreign, multinational or international laws, statutes, codes, treaties, standards, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities) and the interpretation or administration thereof by, and other determinations, directives, requirements or requests of, any Governmental Authority, in each case that are applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

“Responsible Officer” means, when used with respect to the Trustee, any officer within the corporate trust department of the Trustee, including any vice president, assistant vice president, assistant secretary, assistant treasurer, trust officer or any other officer of the Trustee who customarily performs functions similar to those performed by the Persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred because of such Person’s knowledge of and fa-

miliarity with the particular subject and who shall have direct responsibility for the administration of this Indenture.

“Runoff Proceeds” means (a)(i) all net premiums, reinsurance recoverables, net revenue resulting from commutation of insurance contracts, net interest income, reserve releases and other revenues derived from the reinsurance contracts, investments and other assets of the Trusts less, without duplication, (ii)(A) the reasonable and necessary costs and expenses of the Trusts and the Owner (including, but not limited to, general and administrative expenses, audit fees, required regulatory capital contributions (which capital contributions will be added back to the Runoff Proceeds if applicable regulations permit such distributions thereof), expenses of regulatory compliance, including all costs associated with the Insurance Book Closing, expenses of administering this Indenture and taxes) attributable to the administration of the Trusts or the assets thereof and the collection of premiums and/or management of investments in connection therewith (which expenses shall include reasonable and customary expenses attributable to the foregoing paid under any administrative services agreement, investment management agreement or similar agreement), and (B) claims paid for covered losses and (b) the proceeds from the foregoing received by the Owner or the Issuer in cash, securities and/or other property from any sale, liquidation, merger or other disposition in respect of the Owner or its interests in the Trusts or the assets thereof. The inclusion of clause (b) of this definition shall not be construed as a consent to any sale, liquidation, merger or other disposition or waiver of compliance with any covenant related thereto. For the avoidance of doubt, to the extent that WMI or WMMRC pays any such cost, capital contribution or expense described in clause (ii)(A), payment by WMI or WMMRC will be deemed a cost or expense of the Trusts.

“SEC” means the U.S. Securities and Exchange Commission.

“Second Lien Documentation” means the Second Lien Notes, the Second Lien Indenture and the Second Lien Notes Security Documents.

“Second Lien Indenture” means that certain Senior Second Lien Notes Indenture, dated as of [ ], 2012, between the Issuer and the Second Lien Trustee with respect to the Second Lien Notes, as amended or supplemented from time to time.

“Second Lien Notes” means \$20.0 million aggregate principal amount of the Issuer’s 13% Senior Second Lien Notes due 2030 issued pursuant to and in accordance with the Second Lien Indenture.

“Second Lien Notes Security Documents” means, collectively, the Intercreditor Agreement and any security agreements, control agreements and directions to pay relating to the Collateral executed and delivered and/or filed and recorded in appropriate jurisdictions to preserve and protect the Liens on the Collateral (including, without limitation, financing statements under the Uniform Commercial Code of the relevant states) related to the security interests granted by any of the foregoing documents and any other document or instrument evidencing, creating or providing for a Lien on any real or personal tangible or intangible property as security for any or all of the obligations under the Second Lien Notes Documents.

“Second Lien Trustee” means [ ] as trustee under the Second Lien Indenture, until a successor trustee replaces it in accordance with the applicable provisions of the Second Lien Indenture, after which time such term shall mean the successor trustee serving thereunder.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

“Security Agreement” means the Security Agreement, dated as of [ ], by and among the Issuer and the Collateral Agent, as the same may be amended, restated, amended and restated, renewed, replaced, supplemented or otherwise modified from time to time.

“Security Documents” means, collectively, the Security Agreement, the Intercreditor Agreement, the Control Agreement, other security agreements and directions to pay relating to the Collateral executed and delivered and/or filed and recorded in appropriate jurisdictions to preserve and protect the Liens on the Collateral (including, without limitation, financing statements under the Uniform Commercial Code of the relevant states) related to the security interests granted by any of the foregoing documents and any other document or instrument evidencing, creating or providing for a Lien on any real or personal tangible or intangible property as security for any or all of the Note Obligations under the Note Documents or any of the foregoing documents.

“Standard & Poor's” means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. and any successor thereto.

“Subsidiary” means, with respect to any Person:

(1) any corporation, association, or other business entity (other than a partnership, joint venture, limited liability company or similar entity) of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time of determination owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof; and

(2) any partnership, joint venture, limited liability company or similar entity of which

(x) more than 50% of the capital accounts, distribution rights, total equity and voting interests or general or limited partnership interests, as applicable, are owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof whether in the form of membership, general, special or limited partnership or otherwise, and

(y) such Person or any Subsidiary of such Person is a controlling general partner or otherwise controls such entity.

“Trust Indenture Act” means the Trust Indenture Act of 1939, as amended (15 U.S.C. §§ 77aaa-77bbbb).

“Trustee” means [ ], as trustee, until a successor replaces it in accordance with Section 8.08 or Section 8.09 and thereafter means the successor serving hereunder.

“Trusts” means (a) Home Loan Reinsurance Co. United Guaranty Residential Insurance Company Reinsurance Agreement (Acct. No. x6401); (b) Home Loan Reinsurance Co. Genworth Reinsurance Co. Trust Agreement (Acct. No. x6403); (c) Mortgage Guaranty Insurance Corporation/WM MTG Reinsurance Co. Trust; (Acct. No. x2400); (d) Reinsurance Escrow Agreement among WM Mortgage Reinsurance Co. PMI Mortgage Insurance Company and US Bank (Acct. No. x6404); (e) Radian Guaranty Inc. and WM Mortgage Reinsurance Company Agreement, dated March 27, 2001 (Acct. No. x5700); (f) Home Loan Reinsurance Co. Republic Mortgage Co. Reinsurance Agreement, dated Decem-

ber 14, 1998 (Acct. No. x6402); (g) Washington Mutual Custody Account (Acct. No. x6406); and (h) WM Mortgage Reinsurance Company Inc. (Acct. No. x4202).

“Uniform Commercial Code” means the New York Uniform Commercial Code as in effect from time to time.

“WMMRC” means WM Mortgage Reinsurance Company, Inc., a Hawaii corporation and direct wholly-owned subsidiary of the Issuer.

#### SECTION 1.02. Other Definitions.

<b>Term</b>	<b>Defined in Section</b>
“Authentication Order” .....	2.02
“Covenant Defeasance” .....	9.03
“DTC” .....	2.03
“Event of Default” .....	7.01
“Legal Defeasance” .....	9.02
“Note Register” .....	2.03
“Paying Agent” .....	2.03
“Redemption Date” .....	3.07
“Registrar” .....	2.03
“Runoff Proceeds Distribution” .....	4.02(a)
“Successor Company” .....	6.01
“Successor Person” .....	6.01

SECTION 1.03. Incorporation by Reference of Trust Indenture Act. Whenever this Indenture refers to a provision of the Trust Indenture Act (“TIA”), the provision is incorporated by reference in and made a part of this Indenture. The following TIA term has the following meaning:

“obligor” on the Notes means the Issuer and any successor obligor upon the Notes. All other terms used in this Indenture that are defined by the Trust Indenture Act, defined by Trust Indenture Act reference to another statute or defined by SEC rule under the Trust Indenture Act have the meanings so assigned to them.

#### SECTION 1.04. Rules of Construction. Unless the context otherwise requires:

- (a) a term has the meaning assigned to it;
- (b) “or” is not exclusive;
- (c) “including” means including without limitation;
- (d) words in the singular include the plural, and in the plural include the singular;
- (e) “will” shall be interpreted to express a command;
- (f) provisions apply to successive events and transactions;

(g) references to sections of, or rules under, the Securities Act shall be deemed to include substitute, replacement or successor sections or rules adopted by the SEC from time to time;

(h) unless the context otherwise requires, any reference to an “Article,” “Section” or “clause” refers to an Article, Section or clause, as the case may be, of this Indenture; and

(i) the words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Indenture as a whole and not any particular Article, Section, clause or other subdivision.

SECTION 1.05. Acts of Holders.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by an agent duly appointed in writing. Except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments or record or both are delivered to the Trustee and, where it is hereby expressly required, to the Issuer. Proof of execution of any such instrument or of a writing appointing any such agent, or the holding by any Person of a Note, shall be sufficient for any purpose of this Indenture and (subject to Section 8.01) conclusive in favor of the Trustee and the Issuer, if made in the manner provided in this Section 1.05.

(b) The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof. Where such execution is by or on behalf of any legal entity other than an individual, such certificate or affidavit shall also constitute proof of the authority of the Person executing the same. The fact and date of the execution of any such instrument or writing, or the authority of the Person executing the same, may also be proved in any other manner that the Trustee deems sufficient.

(c) The ownership of Notes shall be proved by the Note Register.

(d) Any request, demand, authorization, direction, notice, consent, waiver or other action by the Holder of any Note shall bind every future Holder of the same Note and the Holder of every Note issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof, in respect of any action taken, suffered or omitted by the Trustee or the Issuer in reliance thereon, whether or not notation of such action is made upon such Note.

(e) The Issuer may, at its option in the circumstances permitted by the Trust Indenture Act, set a record date for purposes of determining the identity of Holders entitled to give any request, demand, authorization, direction, notice, consent, waiver or take any other act, or to vote or consent to any action by vote or consent authorized or permitted to be given or taken by Holders, but the Issuer shall have no obligation to do so.

(f) Without limiting the foregoing, a Holder entitled to take any action hereunder with regard to any particular Note may do so with regard to all or any part of the principal amount of such Note or by one or more duly appointed agents, each of which may do so pursuant to such appointment with regard to all or any part of such principal amount. Any notice given or action taken by a Holder or its agents with regard to different parts of such principal amount pursuant to this paragraph shall have the same effect as if given or taken by separate Holders of each such different part.

(g) Without limiting the generality of the foregoing, a Holder, including the Depositary, may make, give or take, by a proxy or proxies duly appointed in writing, any request, demand, authorization, direction, notice, consent, waiver or other action provided in this Indenture to be made, given or taken by Holders, and the Depositary may provide its proxy to the beneficial owners of interests in any such Global Note through such Depositary's standing instructions and customary practices.

(h) The Issuer may fix a record date for the purpose of determining the Persons who are beneficial owners of interests in any Global Note held by DTC entitled under the procedures of such Depositary to make, give or take, by a proxy or proxies duly appointed in writing, any request, demand, authorization, direction, notice, consent, waiver or other action provided in this Indenture to be made, given or taken by Holders. If such a record date is fixed, the Holders on such record date or their duly appointed proxy or proxies, and only such Persons, shall be entitled to make, give or take such request, demand, authorization, direction, notice, consent, waiver or other action, whether or not such Holders remain Holders after such record date. No such request, demand, authorization, direction, notice, consent, waiver or other action shall be valid or effective if made, given or taken more than 90 days after such record date.

## ARTICLE II

### THE NOTES

#### SECTION 2.01. Form and Dating; Terms.

(a) General. The Notes and the Trustee's certificate of authentication shall be substantially in the form of Exhibit A hereto. The Notes may have notations, legends or endorsements required by law, stock exchange rules or usage. Each Note shall be dated the date of its authentication. The Notes shall be issued in whole dollar (\$1.00) amounts and integral multiples of \$1.00, subject to the issuance of PIK Interest pursuant to Section 4.02 hereof, in which case the aggregate principal amount of Notes may be increased by, or PIK Notes may be issued in, an aggregate principal amount equal to the amount of PIK Interest paid by the Issuer for the applicable period, rounded up the nearest whole dollar.

(b) Global Notes. Notes issued in global form shall be substantially in the form of Exhibit A hereto (including the Global Note Legend thereon and the "Schedule of Exchanges of Interests in the Global Note" attached thereto). Notes issued in definitive form shall be substantially in the form of Exhibit A hereto (but without the Global Note Legend thereon and without the "Schedule of Exchanges of Interests in the Global Note" attached thereto). Each Global Note shall represent such of the outstanding Notes as shall be specified on the face of such Global Note, as increased or decreased in the "Schedule of Exchanges of Interests in the Global Note" attached thereto and each shall provide that it shall represent up to the aggregate principal amount of Notes from time to time endorsed thereon and that the aggregate principal amount of outstanding Notes represented thereby may from time to time be reduced or increased, as applicable, to reflect exchanges and redemptions by increasing or reducing the aggregate principal amount of such Global Note. Any endorsement of a Global Note to reflect the amount of any increase or decrease in the aggregate principal amount of outstanding Notes represented thereby shall be made by the Trustee or the Custodian, at the direction of the Trustee, in accordance with instructions given by the Holder thereof as required by Section 2.06 hereof.

(c) Terms. The terms and provisions contained in the Notes shall constitute, and are hereby expressly made, a part of this Indenture and the Issuer and the Trustee, by their execution and delivery of this Indenture, expressly agree to such terms and provisions and to be bound thereby. However,

to the extent any provision of any Note conflicts with the express provisions of this Indenture, the provisions of this Indenture shall govern and be controlling.

(d) Issuance of PIK Notes. In connection with the payment of PIK Interest, the Issuer is entitled to, without the consent of the Holders, increase the outstanding principal amount of the Notes or issue PIK Notes.

SECTION 2.02. Execution and Authentication. At least one Officer of the Issuer shall execute the Notes on behalf of the Issuer by manual, facsimile or electronic (e.g. .pdf) signature.

If an Officer of the Issuer whose signature is on a Note no longer holds that office at the time the Trustee authenticates the Note, the Note shall nevertheless be valid.

A Note shall not be entitled to any benefit under this Indenture or be valid or obligatory for any purpose until authenticated substantially in the form of Exhibit A attached hereto, as the case may be, by the manual signature of the Trustee. The signature shall be conclusive evidence that the Note has been duly authenticated and delivered under this Indenture.

On the Issue Date, the Trustee shall, upon receipt of an Issuer Order (an “Authentication Order”), which order shall set forth the number of separate Note certificates, the principal amount of each of the Notes to be authenticated, the date on which the Notes are to be authenticated, the registered holder of each Note and delivery instructions, authenticate and deliver the Notes. In addition, at any time, from time to time, the Trustee shall upon an Authentication Order authenticate and deliver any PIK Notes.

The Trustee may appoint an authenticating agent acceptable to the Issuer to authenticate Notes. An authenticating agent may authenticate Notes whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same rights as an Agent to deal with Holders or an Affiliate of the Issuer.

SECTION 2.03. Registrar and Paying Agent. The Issuer shall maintain (i) an office or agency where Notes may be presented for registration of transfer or for exchange (“Registrar”) and (ii) an office or agency where Notes may be presented for payment (“Paying Agent”). The Registrar shall keep a register of the Notes (“Note Register”) reflecting the ownership of the Notes outstanding from time to time and of their transfer. The Registrar shall also facilitate the transfer of the Notes on behalf of the Issuer in accordance with Section 2.06 hereof. The Issuer may appoint one or more co-registrars and one or more additional paying agents. The term “Registrar” includes any co-registrar, and the term “Paying Agent” includes any additional paying agents. The Issuer initially appoints the Trustee as Paying Agent. The Issuer may change any Paying Agent or Registrar without prior notice to any Holder. The Issuer shall notify the Trustee in writing of the name and address of any Agent not a party to this Indenture. If the Issuer fails to appoint or maintain another entity as Registrar or Paying Agent, the Trustee shall, to the extent that it is capable, act as such.

The Issuer initially appoints The Depository Trust Company (“DTC”) to act as Depository with respect to the Global Notes representing the Notes.

The Issuer initially appoints the Trustee to act as the Registrar for the Notes and the Trustee agrees to initially so act.

SECTION 2.04. Paying Agent to Hold Money in Trust. The Issuer shall require each Paying Agent other than the Trustee to agree in writing that the Paying Agent shall hold in trust for the benefit of Holders or the Trustee all money held by the Paying Agent for the payment of principal, pre-



mium, if any, or interest on the Notes, and will notify the Trustee of any default by the Issuer in making any such payment. While any such default continues, the Trustee may require a Paying Agent to pay all money held by it to the Trustee. The Issuer at any time may require a Paying Agent to pay all money held by it to the Trustee. Upon payment over to the Trustee, the Paying Agent (if other than the Issuer or a Subsidiary) shall have no further liability for such funds. If the Issuer or a Subsidiary acts as Paying Agent, it shall segregate and hold in a separate trust fund for the benefit of the Holders all funds held by it as Paying Agent. Upon any Event of Default pursuant to Section 7.01(5), (6) or (7), the Trustee shall serve as Paying Agent for the Notes.

SECTION 2.05. Holder Lists. The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of all Holders and shall otherwise comply with Trust Indenture Act Section 312(a). If the Trustee is not the Registrar, the Issuer shall furnish to the Trustee at least five (5) Business Days before each Interest Payment Date and at such other times as the Trustee may request in writing, a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of the Holders of Notes and the Issuer shall otherwise comply with Trust Indenture Act Section 312(a).

SECTION 2.06. Transfer and Exchange.

(a) When Notes are presented to the Registrar with a request to register the transfer or to exchange them for an equal principal amount of Notes of other denominations, the Registrar shall register the transfer or make the exchange if its requirements for such transactions are met; provided, however, that any Note presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instruction of transfer in form satisfactory to the Registrar and the Trustee duly executed by the Holder thereof or by his attorney duly authorized in writing. To permit registrations of transfers and exchanges, the Issuer shall execute and the Trustee shall authenticate Global Notes and Definitive Notes upon the Issuer's order or at the Registrar's request.

The Registrar shall not be required to register the transfer of or exchange any Note selected for prepayment in whole or in part, except the portion not being paid of any Note being prepaid in part.

The Issuer shall not be required (A) to issue, to register the transfer of or to exchange any Notes during a period beginning at the opening of business 15 days before the day of selection of Notes to be redeemed under Section 3.02 hereof and ending at the close of business on the day of selection, (B) to register the transfer of or to exchange any Note so selected for redemption in whole or in part, except the portion not being paid of any Note being redeemed in part or (C) to register the transfer of or to exchange a Note between a record date and the next succeeding Interest Payment Date.

No service charge shall be made to any Holder of a Note for any registration of transfer or exchange (except as otherwise permitted herein), but the Issuer may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith (other than such transfer tax or similar governmental charge payable upon exchanges pursuant to Sections 2.10 and 3.06 hereof, which shall be paid by the Issuer).

Prior to due presentment for the registration of a transfer of any Note, the Trustee, any Agent and the Issuer may deem and treat the Person in whose name any Note is registered as the absolute owner of such Note for the purpose of receiving payment of principal of and Interest on such Notes and for all other purposes, and none of the Trustee, any Agent or the Issuer shall be affected by notice to the contrary.

(b) Each Global Note shall bear a legend in substantially the following form:

"UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), NEW YORK, NEW YORK, TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF."

(c) Cancellation and/or Adjustment of Global Notes. At such time as all beneficial interests in a particular Global Note have been exchanged for Definitive Notes or the Issuer has repurchased a particular Global Note or a particular Global Note has been prepaid, repurchased or canceled in whole and not in part, each such Global Note shall be returned to or retained and canceled by the Trustee in accordance with Section 2.11 hereof. At any time prior to such cancellation, if any beneficial interest in a Global Note is exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note or for Definitive Notes, the principal amount of Notes represented by such Global Note shall be reduced accordingly and an endorsement shall be made on such Global Note by the Trustee or by the Depositary at the direction of the Trustee to reflect such reduction; and if the beneficial interest is being exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note, such other Global Note shall be increased accordingly and an endorsement shall be made on such Global Note by the Trustee or by the Depositary at the direction of the Trustee to reflect such increase.

#### SECTION 2.07. Replacement Notes

If any mutilated Note is surrendered to the Trustee, the Registrar or the Issuer and the Trustee receives evidence to its satisfaction of the ownership and destruction, loss or theft of any Note, the Issuer shall issue and the Trustee, upon receipt of an Authentication Order, shall authenticate a replacement Note if the Trustee's requirements are met. If required by the Trustee or the Issuer, an indemnity bond must be supplied by the Holder that is sufficient in the judgment of the Trustee and the Issuer to protect the Issuer, the Trustee, any Agent and any authenticating agent from any loss that any of them may suffer if a Note is replaced. The Issuer and the Trustee may charge the Holder for their expenses in replacing a Note.

Every replacement Note issued in accordance with this Section 2.07 is a contractual obligation of the Issuer and shall be entitled to all of the benefits of this Indenture equally and proportionately with all other Notes duly issued hereunder.

SECTION 2.08. Outstanding Notes. The Notes outstanding at any time are all the Notes authenticated by the Trustee except for those canceled by it, those delivered to it for cancellation, those reductions in the interest in a Global Note effected by the Trustee in accordance with the provisions hereof and those described in this Section 2.08 as not outstanding. Except as set forth in Section 2.09 hereof, a Note does not cease to be outstanding because the Issuer or an Affiliate of the Issuer holds the Note.

If a Note is replaced pursuant to Section 2.07 hereof, it ceases to be outstanding unless the Trustee receives proof satisfactory to it that the replaced Note is held by a protected purchaser (as defined in Section 8-303 of the Uniform Commercial Code).

If the principal amount of any Note is considered paid under Section 5.01 hereof, it ceases to be outstanding and interest on it ceases to accrue.

If the Paying Agent holds, on a Redemption Date or maturity date, money sufficient to pay the principal amount of the Notes (or portions thereof) payable on that date and accrued but unpaid interest thereon, then on and after that date such Notes (or portions thereof) shall be deemed to be no longer outstanding and shall cease to accrue interest.

SECTION 2.09. Treasury Notes. In determining whether the Holders of the required principal amount of Notes have concurred in any direction, waiver or consent, Notes owned by the Issuer or by any Affiliate of the Issuer, shall be considered as though not outstanding, except that for the purposes of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent, only Notes that a Responsible Officer of the Trustee knows are so owned shall be so disregarded.

SECTION 2.10. Temporary Notes. Until certificates representing Notes are ready for delivery, the Issuer may prepare and the Trustee, upon receipt of an Authentication Order, shall authenticate temporary Notes. Temporary Notes shall be substantially in the form of Definitive Notes but may have variations that the Issuer considers appropriate for temporary Notes and as shall be reasonably acceptable to the Trustee. Without unreasonable delay, the Issuer shall prepare and the Trustee shall authenticate Definitive Notes in exchange for temporary Notes.

Holders and beneficial holders, as the case may be, of temporary Notes shall be entitled to all of the benefits accorded to Holders, or beneficial holders, respectively, of Notes under this Indenture.

SECTION 2.11. Cancellation. The Issuer at any time may deliver Notes to the Trustee for cancellation. The Registrar and Paying Agent shall forward to the Trustee any Notes surrendered to them for registration of transfer, exchange or payment. The Trustee or, at the direction of the Trustee, the Registrar or the Paying Agent and no one else shall cancel all Notes surrendered for registration of transfer, exchange, payment, replacement or cancellation and shall destroy cancelled Notes (subject to the record retention requirement of the Exchange Act). Certification of the destruction of all cancelled Notes shall be delivered to the Issuer. The Issuer may not issue new Notes to replace Notes that it has paid or that have been delivered to the Trustee for cancellation.

SECTION 2.12. Defaulted Interest. If the Issuer defaults in a payment of interest on the Notes, it shall pay the defaulted interest in any lawful manner plus, to the extent lawful, interest payable on the defaulted interest, in each case at the rate provided in the Notes and in Section 5.01 hereof to the Persons who are Holders on a subsequent special record date. The Issuer shall notify the Trustee in writing of the amount of defaulted interest proposed to be paid on each Note and the date of the proposed payment, and at the same time the Issuer shall deposit with the Trustee an amount of money equal to the

aggregate amount proposed to be paid in respect of such defaulted interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Persons entitled to such defaulted interest as provided in this Section 2.12. The Issuer shall fix or cause to be fixed each such special record date and payment date; provided that no such special record date shall be less than 10 days prior to the related payment date for such defaulted interest. At least 15 days before any such special record date, the Issuer (or, upon the written request of the Issuer, the Trustee in the name and at the expense of the Issuer) shall mail or cause to be mailed, first-class postage prepaid, to each Holder, with a copy to the Trustee, a notice at his or her address as it appears in the Note Register that states the special record date, the related payment date and the amount of such interest to be paid.

Subject to the foregoing provisions of this Section 2.12 and for greater certainty, each Note delivered under this Indenture upon registration of transfer of or in exchange for or in lieu of any other Note shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Note.

SECTION 2.13. CUSIP/ISIN Numbers. The Issuer in issuing the Notes may use CUSIP and ISIN numbers (in each case, if then generally in use) and, if so, the Trustee shall use CUSIP and ISIN numbers in notices of redemption as a convenience to Holders; provided, that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Notes or as contained in any notice of redemption and that reliance may be placed only on the other identification numbers printed on the Notes, and any such redemption shall not be affected by any defect in or omission of such numbers. The Issuer will as promptly as practicable notify the Trustee in writing of any change in the CUSIP and ISIN numbers.

SECTION 2.14. Calculation of Principal Amount of Securities. The aggregate principal amount of the Notes, at any date of determination, shall be the principal amount of the Notes, including any PIK Notes issued in respect thereof, and any increase in the principal amount thereof, as a result of a PIK Payment at such date of determination. With respect to any matter requiring consent, waiver, approval or other action of the Holders of a specified percentage of the principal amount of all the Notes, such percentage shall be calculated, on the relevant date of determination, by dividing (a) the principal amount, as of such date of determination, of Notes, the Holders of which have so consented by (b) the aggregate principal amount, as of such date of determination, of the Notes then outstanding, in each case, as determined in accordance with the preceding sentence, Section 2.08 and Section 2.09 of this Indenture. Any such calculation made pursuant to this Section 2.14 shall be made by the Issuer and delivered to the Trustee pursuant to an Officer's Certificate.

SECTION 2.15. No Gross Up; Withholding. The Issuer shall not be obligated to pay additional amounts to the Holders or beneficial owners of the Notes as a result of any withholding or deduction for, or an account of, any present or future taxes, duties, assessments, withholding or governmental change with respect to the Notes. Because the status of the Second Lien Notes is unclear, it is anticipated that distributions on the Second Lien Notes is subject to U.S. federal income withholding tax.

### ARTICLE III

#### REDEMPTION

SECTION 3.01. Notices to Trustee. If the Issuer elects to redeem the Notes pursuant to Section 3.07 hereof, it shall furnish to the Trustee, at least two (2) Business Days (or such shorter period as allowed by the Trustee) before notice of redemption is required to be mailed or caused to be

mailed to Holders pursuant to Section 3.03 hereof but not more than 60 days before a Redemption Date, an Officer's Certificate of the Issuer setting forth (i) the paragraph or subparagraph of such Note and/or Section of this Indenture pursuant to which the redemption shall occur, (ii) the Redemption Date, (iii) the principal amount of the Notes, to be redeemed and (iv) the redemption price.

SECTION 3.02. Selection of Notes to Be Redeemed. If less than all of the Notes are to be redeemed at any time, the Trustee shall select the Notes of such series to be redeemed (a) if the Notes are listed on any national securities exchange, in compliance with the requirements of the principal national securities exchange on which the Notes are listed or (b) on a pro rata basis to the extent practicable, or, if the pro rata basis is not practicable for any reason, by lot or by such other method the Trustee shall deem fair and appropriate. In the event of partial redemption by lot, the particular Notes to be redeemed shall be selected, unless otherwise provided herein, not less than 30 nor more than 60 days prior to the Redemption Date by the Trustee from the outstanding Notes not previously called for redemption.

The Trustee shall promptly notify the Issuer in writing of the Notes selected for redemption and, in the case of any Note selected for partial redemption, the principal amount thereof to be redeemed. Notes and portions of Notes selected shall be in whole dollar (\$1.00) amounts or whole dollar multiples in excess thereof. Except as provided in the preceding sentence, provisions of this Indenture that apply to Notes called for redemption also apply to portions of Notes called for redemption.

SECTION 3.03. Notice of Redemption. The Issuer shall mail or cause to be mailed by first-class mail notices of redemption at least 30 days but not more than 60 days before the Redemption Date to each Holder of Notes to be redeemed at such Holder's registered address appearing in the Note Register or otherwise in accordance with Applicable Procedures. Notices of redemption may not be conditional.

The notice shall identify the Notes to be redeemed and shall state:

- (a) the Redemption Date;
- (b) if any Note is to be redeemed in part only, the portion of the principal amount of that Note that is to be redeemed and that, after the Redemption Date upon surrender of such Note, a new Note or Notes in principal amount equal to the unredeemed portion of the original Note representing the same indebtedness to the extent not redeemed will be issued in the name of the Holder of the Notes upon cancellation of the original Note;
- (c) the name and address of the Paying Agent;
- (d) that Notes called for redemption must be surrendered to the Paying Agent to collect the redemption price;
- (e) that, unless the Issuer defaults in making such redemption payment, interest on Notes called for redemption ceases to accrue on and after the Redemption Date;
- (f) the paragraph or subparagraph of the Notes and/or Section of this Indenture pursuant to which the Notes called for redemption are being redeemed; and
- (g) the CUSIP and ISIN number, if any, printed on the Notes being redeemed and that no representation is made as to the correctness or accuracy of any such CUSIP and ISIN number that is listed in such notice or printed on the Notes.

At the Issuer's request, the Trustee shall give the notice of redemption in the Issuer's name and at its expense; provided that the Issuer shall have delivered to the Trustee, at least two (2) Business Days before notice of redemption is required to be mailed or caused to be mailed to Holders pursuant to this Section 3.03 (unless a shorter notice shall be agreed to by the Trustee), an Officer's Certificate of the Issuer requesting that the Trustee give such notice (in which case the Issuer shall provide to the Trustee the complete form of such notice in the name and at the expense of the Issuer) and setting forth the information to be stated in such notice as provided in the preceding paragraph.

The Issuer may provide in the notice of redemption that payment of the redemption price and performance of the Issuer's obligations with respect to such redemption or purchase may be performed by another Person.

SECTION 3.04. Effect of Notice of Redemption. Once notice of redemption is mailed in accordance with Section 3.03 hereof, Notes called for redemption become irrevocably due and payable on the Redemption Date at the redemption price. The notice, if mailed in a manner herein provided, shall be conclusively presumed to have been given, whether or not the Holder receives such notice. In any case, failure to give such notice by mail or any defect in the notice to the Holder of any Note designated for redemption in whole or in part shall not affect the validity of the proceedings for the redemption of any other Note. Subject to Section 3.05 hereof, on and after the Redemption Date, interest ceases to accrue on Notes or portions of Notes called for redemption.

SECTION 3.05. Deposit of Redemption Price.

(a) Prior to 11:00 a.m. (New York City time) on the Redemption Date, the Issuer shall deposit with the Trustee or with the Paying Agent money sufficient to pay the redemption price of and accrued and unpaid interest on all Notes to be redeemed on that Redemption Date. The Trustee or the Paying Agent shall promptly, and in any event within two (2) Business Days after the Redemption Date, return to the Issuer any money deposited with the Trustee or the Paying Agent by the Issuer in excess of the amounts necessary to pay the redemption price of, and accrued and unpaid interest on, all Notes to be redeemed.

(b) If the Issuer complies with the provisions of the preceding paragraph (a), on and after the Redemption Date, interest shall cease to accrue on the applicable series of Notes or the portions of Notes called for redemption, whether or not such Notes are presented for payment. If a Note is redeemed on or after a Record Date but on or prior to the related Interest Payment Date, then any accrued and unpaid interest to the Redemption Date shall be paid to the Person in whose name such Note was registered at the close of business on such Record Date. If any Note called for redemption shall not be so paid upon surrender for redemption because of the failure of the Issuer to comply with the preceding paragraph, interest shall be paid on the unpaid principal, from the Redemption Date until such principal is paid, and to the extent lawful on any interest accrued to the Redemption Date not paid on such unpaid principal, in each case at the rate provided in the Notes and in Section 5.01 hereof.

SECTION 3.06. Notes Redeemed in Part. Upon surrender of a Note that is redeemed in part, the Issuer shall issue and the Trustee shall authenticate for the Holder at the expense of the Issuer a new Note equal in principal amount to the unredeemed portion of the Note surrendered representing the same indebtedness to the extent not redeemed; provided that each new Note will be in a whole dollar (\$1.00) principal amount. It is understood that, notwithstanding anything in this Indenture to the contrary, only an Authentication Order and not an Opinion of Counsel or Officer's Certificate of the Issuer is required for the Trustee to authenticate such new Note.

SECTION 3.07. Optional Redemption. At any time the Notes may be redeemed or purchased (by the Issuer or any other Person), in whole or in part, at a redemption price equal to 100% of the principal amount of Notes redeemed (the “Redemption Date”), and, without duplication, accrued and unpaid interest to the Redemption Date, subject to the rights of Holders on the relevant Record Date to receive interest due on the relevant Interest Payment Date. Any redemption pursuant to this Section 3.07 shall be made pursuant to the provisions of Sections 3.01 through 3.06 hereof.

SECTION 3.08. Mandatory Redemption. The Issuer shall not be required to make any mandatory redemption or sinking fund payments with respect to the Notes (other than pursuant to Section 4.02).

#### ARTICLE IV

##### ESTABLISHMENT OF FUNDS AND APPLICATION AND INVESTMENT OF MONIES THEREIN

SECTION 4.01. Maintenance of Collateral Account. The Issuer shall maintain the Collateral Account at all times.

SECTION 4.02. Deposit of Runoff Proceeds and Application Thereof.

(a) Issuer shall, and shall cause the Owner to, deposit all distributions, dividends or other receipts in respect of Runoff Proceeds on the date paid to the Issuer (“Runoff Proceeds Distributions”) directly into the Collateral Account. If Issuer shall nevertheless receive any Runoff Proceeds Distributions other than by deposit directly into the Collateral Account, it shall cause all such Runoff Proceeds Distributions to be deposited into the Collateral Account on the same Business Day on which they are received. Runoff Proceeds Distributions shall not be deposited in any deposit or securities account other than the Collateral Account, and all such Runoff Proceeds Distributions, while not held in the Collateral Account shall be held by the Issuer in trust for the Collateral Agent and shall not be commingled with any other assets of the Issuer.

(b) On each Interest Payment Date, all amounts on deposit in the Collateral Account and any other Runoff Proceeds Distributions shall be applied in the following order (each such date of application, a “Runoff Payment Date”):

(i) FIRST: To the payment of any compensation, fees and expenses, if any, due to the Trustee and the Collateral Agent on such Runoff Payment Date for any services rendered under the Indenture or the Security Documents.

(ii) SECOND: To the payment to the Issuer of an amount equal to the Issuer Incremental Amount accrued since the immediately preceding Interest Payment Date on the Issuer Priority Amount.

(iii) THIRD: To the payment to the Issuer of an amount equal to any unpaid Issuer Priority Amount.

(iv) FOURTH: To the payment to the Holders of any accrued and unpaid interest, if any, with respect to the Notes; provided, however, that if on any Runoff Payment Date the Runoff Proceeds Distributions are not sufficient for such purposes, then any accrued and unpaid interest, if any, shall be paid as PIK Interest or as additional principal in accordance with the terms of the Notes.

(v) FIFTH: To the payment to the Holders of any unpaid principal and other Notes Obligations, if any, with respect to the Notes.

After the payments required by paragraphs FIRST, SECOND, THIRD, FOURTH and FIFTH above have been made, the balance on deposit in the Collateral Account shall be paid as provided in the Intercreditor Agreement.<sup>1</sup>

(c) Any Issuer Incremental Amount not paid on any Interest Payment Date, shall be added to the then outstanding Issuer Priority Amount or Issuer Secondary Amount, as applicable.

SECTION 4.03. Investment of Funds. All moneys in the Collateral Account shall be invested at the written direction of an Officer of the Issuer in cash and Cash Equivalents. On each Interest Payment Date on which any Cash Equivalents are held in or credited to the Collateral Account, the Trustee shall sell or otherwise convert such Cash Equivalents to cash in order to make the payments provided above.

## ARTICLE V

### COVENANTS

SECTION 5.01. Payment of Notes. The Issuer shall pay or cause to be paid the principal of and interest on the Notes on the dates and in the manner provided in the Notes (in the case of the payment of principal and interest in cash, only to the extent funds are available therefor) as provided for in paragraphs FOURTH and FIFTH of Section 4.02(b) herein. Principal and interest shall be considered paid on the date due if the Paying Agent holds as of 2:00 p.m. Eastern Time on the due date money deposited by the Issuer or transferred from the Collateral Account in immediately available funds and designated for and sufficient to pay all principal, premium, if any, and interest then due. PIK Interest shall be considered paid on the date due if the Trustee is directed on or prior to such date to issue PIK Notes or increase the principal amount of the applicable Notes, in each case in an amount equal to the amount of the applicable PIK Interest.

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<sup>1</sup> The Intercreditor Agreement shall provide a waterfall generally as follows: (a) as set forth in clauses (i) – (v), then (b) to the payment to the Issuer of an amount equal to the Issuer Incremental Amount accrued since the immediately preceding Interest Payment Date on the Issuer Secondary Amount, and then to the payment to the Issuer of an amount equal to any unpaid Issuer Secondary Amount; provided, however, that if on any Runoff Payment Date the Runoff Proceeds Distributions are not sufficient for such purposes, then interest shall continue to accrue on such unpaid Issuer Secondary Amount, then (c) to the payment to the Second Lien Noteholders of any accrued and unpaid interest, if any, with respect to the Second Lien Notes; provided, however, that if on any Runoff Payment Date the Runoff Proceeds Distributions are not sufficient for such purposes, then any accrued and unpaid interest, if any, shall be paid as PIK Interest or as additional principal in accordance with the terms of the Second Lien Notes, then (d) to the payment to the Second Lien Noteholders of any unpaid principal, if any, with respect to the Second Lien Notes. After making the payments required by clauses (a) through (d) above, the balance on deposit in the Collateral Account shall be paid to the Issuer, free and clear of the Lien established in respect of the Notes and the Second Lien Notes, to be transferred, used, or paid at the direction of the Issuer; provided, however, that upon the occurrence and continuation of an Event of Default, such balance shall not be paid to the Issuer and shall be held in the Collateral Account.



The Issuer shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law whether or not allowed) on, (i) overdue principal at the rate that is 2% higher than the then applicable interest rate on the Notes to the extent lawful, and (ii) overdue installments of interest (without regard to any applicable grace period) at the same rate to the extent lawful, provided, however that with respect to clauses (i) and (ii) above, payments of interest shall only be made in cash to the extent moneys are in the Collateral Account in accordance with Article IV.

SECTION 5.02. Deposit of Runoff Proceeds Distributions. (a) So long as the Owner shall have accumulated Runoff Proceeds at such time, the Issuer shall cause the Owner to use commercially reasonable efforts to obtain the appropriate regulatory approval on or before the ninetieth (90th) day following the end of each fiscal year (or more frequently as the Issuer may in good faith determine to be commercially reasonable), of a dividend or distribution of the maximum amount of undistributed Runoff Proceeds that could reasonably be expected to be approved after consulting with the Owner's Hawaiian regulatory advisers and counsel, and within three (3) Business Days of the receipt of such approval, to deposit such dividend or distribution on the date paid directly into the Collateral Account.

(b) On the Issue Date, the Issuer will irrevocably instruct and authorize WMMRC in writing (which instruction shall be applicable to the protected cell following an Insurance Book Closing) to deposit all Runoff Proceeds Distributions into the Collateral Account.

SECTION 5.03. Liens. (a) The Issuer will not, and will cause the Owner not to, directly or indirectly, create, incur, assume or suffer to exist any Lien of any kind (except Permitted Liens) on the Collateral, the equity interests issued by the Owner, any interests of the Owner in any of the Trusts or assets thereof, Runoff Proceeds Distributions or any Runoff Proceeds, or any proceeds of any of the foregoing.

(b) The Issuer will, and will cause WMMRC to, use commercially reasonable efforts to obtain approval from the applicable regulatory authorities to: (i) effect, as soon as reasonably practicable, the Insurance Book Closing and (ii) grant a first priority perfected security interest (subject to whatever limitations or conditions any such authority may impose) under the Security Documents in the equity issued by the Owner (including, upon the Insurance Book Closing, the protected cell to which the Trusts and their assets are transferred) and, after the Insurance Book Closing, the excess assets of the Owner. As soon as reasonably practicable following receipt of the necessary regulatory approvals, the Issuer will, and will cause WMMRC to, consummate the Insurance Book Closing and grant such security interest, which for clarification purposes, may occur at different times depending on the timing of the receipt of such necessary regulatory approvals.

SECTION 5.04. Maintenance of Office or Agency. The Issuer shall maintain the offices or agencies (which may be an office of the Trustee or an affiliate of the Trustee, Registrar or co-registrar) in the Borough of Manhattan, The City of New York, as required under Section 2.03 where Notes may be surrendered for registration of transfer or for exchange and where notices and demands to or upon the Issuer in respect of the Notes and this Indenture may be served. The Issuer shall give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Issuer shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee.

The Issuer may also from time to time designate one or more other offices or agencies where the Notes may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; provided that no such designation or rescission shall in any manner relieve the Issuer of its obligation to maintain such offices or agencies as required by Section 2.03 for such purposes.

The Issuer shall give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

The Issuer hereby designates the Corporate Trust Office of the Trustee as one such office or agency of the Issuer in accordance with Section 2.03 hereof.

SECTION 5.05. Reports and Other Information. The Issuer shall, and shall cause the Owner to, provide to each Holder, or cause the Trustee to provide to each Holder, (a) an annual audited balance sheet and income statement of the Issuer and the Owner within 90 days following the end of each fiscal year and (b) monthly unaudited balance sheets and income statements of the Owner and each of the Trusts and the account statement of each segregated account into which any Runoff Proceeds are deposited within 45 days following the end of each month. The Issuer shall provide to each Holder, or cause the Trustee to provide to each Holder, a monthly statement of the Collateral Account, including the amount and nature of any of its investments and any gain or loss associated therewith, within 30 days following the end of each month.

SECTION 5.06. Compliance Certificate. So long as any of the Notes are outstanding, the Issuer will deliver to the Trustee, within 5 days after any Officer becomes aware of any Default or Event of Default, an Officers' Certificate specifying such Default or Event of Default and what action the Issuer is taking or propose to take with respect thereto.

SECTION 5.07. Limitation on Business Activities. The Issuer shall cause the Owner (i) to engage in no activities, other than administering the Trusts, collecting premiums and depositing the Runoff Proceeds Distributions into the Collateral Account and activities incidental thereto, (ii) to not originate any new insurance policies, and (iii) to not create, incur, issue, assume, guarantee or suffer to exist any indebtedness. The Issuer shall not permit the Owner to invest, or allow to be invested, any of the assets of the Trusts except in accordance with the applicable trust documents and substantially in accordance with past practices.

SECTION 5.08. Prohibition on Commingling. The Issuer shall cause the Owner to deposit all Runoff Proceeds released to it from the Trusts into a segregated account, which account shall consist solely of such Runoff Proceeds and proceeds thereof or interest thereon, and to hold such amounts in the segregated account until such time as they are distributed as Runoff Proceeds Distributions as provided for in Article IV hereof and will invest the same only in cash and Cash Equivalents. The Issuer shall cause the Owner to not deposit such Runoff Proceeds and other amounts in any deposit or securities account other than the segregated account referred to in the preceding sentence, and all such amounts shall be held by the Owner in trust for distribution as provided for in Article IV hereof and shall not be commingled with any other assets of the Owner or the Issuer.

SECTION 5.09. Stay, Extension and Usury Laws. The Issuer covenants (to the extent that it may lawfully do so) that it shall not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law wherever enacted, now or at any time hereafter in force, that may affect the covenants or the performance of this Indenture; and the Issuer (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenant that it shall not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Trustee, but shall suffer and permit the execution of every such power as though no such law has been enacted.

SECTION 5.10. Corporate Existence. Except as permitted by Article VI, the Issuer shall do or cause to be done all things necessary (i) to preserve and keep in full force and effect its corpo-

rate existence, and the corporate, partnership or other existence of the Owner in accordance with the respective organizational documents of the Issuer or the Owner (which, in the case of the Owner, will not be amended except as necessary to comply with regulatory requirements, effect the Insurance Book Closing and to maintain the ability to pay dividends), (ii) to maintain its direct ownership and voting control over 100% of the equity issued by the Owner (iii) to preserve and keep in full force and effect the rights (charter and statutory), licenses and franchises of the Issuer and the Owner; provided that the Issuer shall not be required to preserve any such right, license or franchise described in this clause (iii) if the preservation thereof is no longer necessary for the administration of the Trusts or collection of the Runoff Proceeds and that the loss thereof is not adverse in any material respect to the Holders of the Notes, taken as a whole, and (iv) to not consolidate or merge the Owner with or into another Person.

SECTION 5.11. Security Documents. The Issuer will and will cause the Owner to comply with the terms of each Security Document to which it is a party.

SECTION 5.12. Reporting of Debt for Tax Purposes. The Issuer shall treat the Runoff Notes as debt for federal income tax purposes, and shall use commercially reasonable efforts to defend such treatment in connections with any examination or subsequent proceedings.

SECTION 5.13. Prohibition on Sale of Interests in Trusts. Except pursuant to an Insurance Book Closing, the Issuer will cause the Owner not to, directly or indirectly, (a) sell, lease, transfer or otherwise dispose of any of its interest in any of the Trusts, or (b) permit any Trust to sell, lease, transfer or otherwise dispose of any of its assets other than in the ordinary course of administering and managing the assets of the Trust in accordance with the trust documents and investment policies of the Owner, or (c) enter into any contract, agreement or understanding to effectuate (a) or (b) above.

## ARTICLE VI

### SUCCESSORS

#### SECTION 6.01. Merger, Consolidation or Sale of All or Substantially All Assets.

The Issuer shall not, directly or indirectly, consolidate or merge with or into or wind up into (whether or not the Issuer is the surviving corporation), and shall not sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of the properties or assets of the Issuer, in one or more related transactions, to any Person unless:

(1) the Issuer is the surviving corporation or the Person formed by or surviving any such consolidation or merger (if other than the Issuer) or the Person to whom such sale, assignment, transfer, lease, conveyance or other disposition will have been made, is a Person organized or existing under the laws of the United States, any state or territory thereof or the District of Columbia (such Person, as the case may be, being herein called the “Successor Company”); provided that in the case where the Successor Company is not a corporation, a co-obligor of the Notes is a corporation, organized or existing under any such laws;

(2) the Successor Company, if other than the Issuer, expressly assumes all the Notes Obligations pursuant to a supplemental indenture or other documents or instruments in form reasonably satisfactory to the Trustee (subject to the non-recourse provisions contained herein);

(3) at the time of such transaction, no Default exists and after giving effect to such transaction, no Default would exist;

(4) immediately after such transaction, WMMRC continues to be a direct or indirect wholly-owned subsidiary of the Successor Company; and

(5) the Issuer shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indentures, if any, comply with this Indenture, the Notes and the Security Documents.

SECTION 6.02. Successor Corporation Substituted. Upon any consolidation or merger, or any sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all of the assets of the Issuer in accordance with Section 6.01(a) hereof, the successor corporation formed by such consolidation or into or with which the Issuer is merged or to which such sale, assignment, transfer, lease, conveyance or other disposition is made shall succeed to, and be substituted for (so that from and after the date of such consolidation, merger, sale, lease, conveyance or other disposition, the provisions of this Indenture and the Security Documents referring to the Issuer shall refer instead to the successor corporation and not to the Issuer), and may exercise every right and power of the Issuer under this Indenture and the Security Documents with the same effect as if such successor Person had been named as the Issuer herein and therein; provided that the predecessor Issuer shall not be relieved from the obligation to pay the principal of and interest on the Notes except in the case of a sale, assignment, transfer, conveyance or other disposition of all of the Issuer's assets that meets the requirements of Section 6.01 hereof.

## ARTICLE VII

### DEFAULTS AND REMEDIES

SECTION 7.01. Events of Default. An "Event of Default" wherever used herein, means any one of the following events (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(1) default in payment when due and payable, at maturity, upon redemption, acceleration or otherwise, of principal of, or premium, if any, on the Notes;

(2) default for five Business Days or more in the payment when due of interest on or with respect to the Notes;

(3) the failure by the Issuer to perform, observe or comply with Sections 4.02, 5.02, 5.03, 5.06, 5.07, 5.08, 5.10 and 5.13 of this Indenture;

(4) failure by the Issuer for 30-days after receipt of written notice given by the Trustee or the Holders of not less than 25% in aggregate principal amount of the Notes to perform, observe or comply with any other covenant or agreement on its part under Article V of this Indenture (other than Sections 5.02, 5.03, 5.06, 5.07, 5.08, 5.10 and 5.13), provided that, it shall not constitute an Event of Default if, within 30-days after receipt of such written notice, corrective action is instituted and thereafter diligently pursued until the Default is cured;

(5) the Owner or the Issuer, pursuant to or within the meaning of any Bankruptcy Law:

(A) commences proceedings to be adjudicated bankrupt or insolvent;

(B) consents to the institution of bankruptcy or insolvency proceedings against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under applicable Bankruptcy law;

(C) consents to the appointment of a receiver, liquidator, assignee, trustee, sequestrator or other similar official of it or for all or a substantial part of its property; or

(D) makes a general assignment for the benefit of its creditors;

(6) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(A) is for relief against the Owner or the Issuer, in a proceeding in which the Owner or the Issuer, is to be adjudicated bankrupt or insolvent;

(B) appoints a receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Owner or the Issuer, or for all or a substantial part of the property of the Issuer or the Owner; or

(C) orders the liquidation of the Owner or the Issuer;

and the order or decree remains unstayed and in effect for 60 consecutive days;

(7) the Insurance Division of the Hawaii Department of Commerce and Consumer Affairs commences a dissolution, liquidation, insolvency or other similar proceeding against the Owner or the Issuer, or petitions a court of competent jurisdiction for an order of rehabilitation in accordance with applicable law.

#### SECTION 7.02. Acceleration.

(a) If any Event of Default (other than an Event of Default specified in clause (5), (6) or (7) of Section 7.01 hereof) occurs and is continuing under this Indenture, the Trustee by notice to the Issuer or the Holders of at least 25% in aggregate principal amount of the then total outstanding Notes by notice to the Issuer and the Trustee, in either case specifying in such notice the respective Event of Default and that such notice is a "notice of acceleration," may declare the principal, interest and premium, if any, on all the then outstanding Notes to be due and payable. Upon the effectiveness of such declaration, such principal and interest shall be due and payable immediately. Notwithstanding the foregoing, in the case of an Event of Default arising under clause (5), (6) or (7) of Section 7.01 hereof, all outstanding Notes shall be due and payable without further action or notice.

(b) The Holders of a majority in aggregate principal amount of the then outstanding Notes by written notice to the Trustee may on behalf of the Holders of all of the Notes rescind any acceleration with respect to the Notes and its consequences if such rescission would not conflict with any judgment or decree of a court of competent jurisdiction and if all existing Events of Default (except non-payment of principal, interest or premium that has become due solely because of the acceleration) have been cured or waived.

SECTION 7.03. Other Remedies. If an Event of Default occurs and is continuing, the Trustee may pursue any available remedy to collect the payment of principal, premium, if any, and interest on the Notes or to enforce the performance of any provision of the Notes, this Indenture or the Security Documents.

The Trustee may maintain a proceeding even if it does not possess any of the Notes or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Holder of a Note in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. All remedies are cumulative to the extent permitted by law.

SECTION 7.04. Specific Performance. The Issuer agrees that irreparable damage would occur and that the Trustee, the Collateral Agent and the Holders would not have any adequate remedy at law in the event that any of the provisions of this Indenture were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Trustee, Collateral Agent and the Holders shall be entitled to an injunction or injunctions to prevent breaches of this Indenture and to enforce specifically the terms and provisions of this Indenture, including but not limited to Sections 4.02, 5.01, 5.02, 5.03, 5.07, 5.08, 5.11 and 5.13, in any court of competent jurisdiction, without proof of actual damages (and each party hereby waives any requirement for the securing or posting of any bond or other security in connection therewith); specific performance being in addition to any other remedy to which the parties are entitled at law or in equity.

SECTION 7.05. Waiver of Past Defaults. Holders of not less than a majority in aggregate principal amount of the then outstanding Notes (unless a higher percentage would be required under Section 10.02 to consent to an amendment of the relevant provision, in which case such higher percentage shall apply) by notice to the Trustee may on behalf of the Holders of all of the Notes waive any existing Default. Holders of not less than all affected Notes in aggregate principal amount of the then outstanding Notes by notice to the Trustee may on behalf of the Holders of all of the Notes waive any existing Default under Section 5.01 and its respective consequences hereunder. Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other Default or impair any right consequent thereon. This Section 7.05 is subject to Section 7.02 hereof.

SECTION 7.06. Control by Majority. Holders of a majority in principal amount of the then total outstanding Notes may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee. The Trustee, however, may refuse to follow any direction that conflicts with law or this Indenture or that the Trustee determines is unduly prejudicial to the rights of any other Holder of a Note or that would involve the Trustee in personal liability.

SECTION 7.07. Limitation on Suits. Subject to Sections 7.04 and 7.08 hereof, no Holder of a Note may pursue any remedy with respect to this Indenture or the Notes unless:

- (a) such Holder has previously given the Trustee notice that an Event of Default has occurred and is continuing;
- (b) Holders of at least 25% in aggregate principal amount of the total outstanding Notes have requested the Trustee to pursue the remedy;
- (c) Holders of the Notes have offered the Trustee satisfactory security or indemnity against any loss, liability or expense;
- (d) the Trustee has not complied with such request within 60 days after the receipt thereof and the offer of security or indemnity; and

(e) Holders of a majority in principal amount of the total outstanding Notes have not given the Trustee a direction inconsistent with such request within such 60-day period.

A Holder of a Note may not use this Indenture to prejudice the rights of another Holder of a Note or to obtain a preference or priority over another Holder of a Note.

SECTION 7.08. Rights of Holders of Notes to Receive Payment. Notwithstanding any other provision of this Indenture and subject to Section 7.16, the right of any Holder of a Note to receive payment of principal of, premium, if any, and interest on the Note, on or after the respective due dates expressed in the Note, or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder.

SECTION 7.09. Collection Suit by Trustee. If an Event of Default specified in Section 7.01(1) or (2) hereof occurs and is continuing, the Trustee is authorized to recover judgment, subject to the limitation in Section 7.16 hereof, in its own name and as trustee of an express trust against the Issuer for the whole amount of principal of, premium, if any, and interest remaining unpaid on the Notes and interest on overdue principal and, to the extent lawful, interest and such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel.

SECTION 7.10. Restoration of Rights and Remedies. If the Trustee or any Holder has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Holder, then and in every such case, subject to any determination in such proceedings, the Issuer, the Trustee and the Holders shall be restored severally and respectively to their former positions hereunder and thereafter all rights and remedies of the Trustee and the Holders shall continue as though no such proceeding has been instituted.

SECTION 7.11. Rights and Remedies Cumulative. Except as otherwise provided with respect to the replacement or payment of mutilated, destroyed, lost or stolen Notes in Section 2.07 hereof, and subject to Section 7.16 hereof, no right or remedy herein or in the Security Documents conferred upon or reserved to the Trustee or to the Holders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder or in the Security Documents, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

SECTION 7.12. Delay or Omission Not Waiver. No delay or omission of the Trustee or of any Holder of any Note to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article or by law to the Trustee or to the Holders may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Holders, as the case may be.

SECTION 7.13. Trustee May File Proofs of Claim. The Trustee is authorized to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and the Holders of the Notes allowed in any judicial proceedings relative to the Issuer (or any other obligor upon the Notes), its creditors or its property and to collect, receive and distribute any money or other property payable or deliverable on any such claims and

any custodian in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 8.07 hereof. To the extent that the payment of any such compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 8.07 hereof out of the estate in any such proceeding, shall be denied for any reason, payment of the same shall be secured by a Lien on, and shall be paid out of, any and all distributions, dividends, money, securities and other properties that the Holders may be entitled to receive in such proceeding whether in liquidation or under any plan of reorganization or arrangement or otherwise. Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

SECTION 7.14. Priorities. If the Trustee or any Agent collects any money or property pursuant to this Article VII, it shall, subject to the Intercreditor Agreement, pay out the money in the following order:

(a) First, to the Trustee, such Agent, their agents and attorneys for amounts due under Section 8.07 hereof, including payment of all compensation, expenses and liabilities incurred, and all advances made, by the Trustee or such Agent and the costs and expenses of collection;

(b) Second, to Holders of Notes for amounts due and unpaid on the Notes for principal, premium, if any, and interest, ratably, without preference or priority of any kind, according to the amounts due and payable on the Notes for principal, premium, if any, and interest, respectively; and

(c) Third, to the Issuer or to such party as a court of competent jurisdiction shall direct.

The Trustee may fix a record date and payment date for any payment to Holders of Notes pursuant to this Section 7.14.

SECTION 7.15. Undertaking for Costs. In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as a Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section 7.15 does not apply to a suit by the Trustee, a suit by a Holder of a Note pursuant to Section 7.08 hereof, or a suit by Holders of more than 10% in aggregate principal amount of the then outstanding Notes.

SECTION 7.16. Limitation on the Issuer's Obligations. Notwithstanding any other provision of the Indenture, the Intercreditor Agreement, the Notes and the Security Documents to the contrary, the Trustee, on behalf of itself and the Holders, agrees that it and the Holders shall not have or take recourse (other than actions for specific performance under Section 7.04) with respect to the Notes Documentation against the Issuer or its assets and property or against WMMRC or the Owner or their respective assets and property (other than assets that were required to be transferred to the protected cell pursuant to the Insurance Book Closing), except (i) to the Collateral Account, (ii) if the Issuer fails to comply with its obligations pursuant to Sections 4.02(a), 4.02(b), 5.02 or 5.08, to the assets of the Issuer in an



amount equal to the aggregate amount of any Runoff Proceeds or Runoff Proceeds Distributions that were not deposited into the Collateral Account, (iii) to the equity interests in the Owner to the extent a Lien has been granted therein in favor of the Collateral Agent and (iv) to the Owner or the Issuer for costs and expenses, including reasonable attorney's fees, related to the enforcement of Sections 4.01, 4.02, 4.03, 5.02, 5.03, 5.07, 5.08, 5.10 and 5.13 herein, if the Holders or the Trustee, as applicable, are the prevailing party in such enforcement action.

## ARTICLE VIII

### TRUSTEE

#### SECTION 8.01. Duties of Trustee.

(a) If an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) Except during the continuance of an Event of Default:

(i) the duties of the Trustee shall be determined solely by the express provisions of this Indenture and the Trustee need perform only those duties that are specifically set forth in this Indenture and no others, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the form required in this Indenture. However, in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall examine the certificates and opinions to determine whether or not they conform to the requirements of this Indenture (but need not confirm or investigate the accuracy of mathematical calculations or other facts stated therein).

(c) The Trustee may not be relieved from liabilities for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) this paragraph does not limit the effect of paragraph (b) of this Section 8.01;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it is proved in a court of competent jurisdiction that the Trustee was negligent in ascertaining the pertinent facts; and

(iii) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 8.02, 8.04 or 8.05 hereof.

(d) Whether or not therein expressly so provided, every provision of this Indenture that in any way relates to the Trustee is subject to paragraphs (a), (b) and (c) of this Section 8.01.

(e) The Trustee shall be under no obligation to exercise any of its rights or powers under this Indenture at the request or direction of any of the Holders of the Notes unless the Holders have

offered to the Trustee indemnity or security satisfactory to the Trustee against any loss, liability or expense.

(f) The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree in writing with the Issuer. Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

#### SECTION 8.02. Rights of Trustee.

(a) The Trustee may conclusively rely upon any document believed by it to be genuine and to have been signed or presented by the proper Person. The Trustee need not investigate any fact or matter stated in the document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Issuer and its Subsidiaries, personally or by agent or attorney at the sole cost of the Issuer and shall incur no liability or additional liability of any kind by reason of such inquiry or investigation.

(b) Before the Trustee acts or refrains from acting, it may require an Officer's Certificate of the Issuer or an Opinion of Counsel or both. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on such Officer's Certificate or Opinion of Counsel. The Trustee may consult with counsel of its selection and the advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection from liability in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(c) The Trustee may act through its attorneys and agents and shall not be responsible for the misconduct or negligence of any agent or attorney appointed with due care.

(d) The Trustee shall not be liable for any action it takes or omits to take in good faith that it believes to be authorized or within the rights or powers conferred upon it by this Indenture.

(e) Unless otherwise specifically provided in this Indenture, any demand, request, direction or notice from the Issuer shall be sufficient if signed by an Officer of the Issuer.

(f) None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

(g) The Trustee shall not be deemed to have notice of any Default or Event of Default unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is in fact such a Default is received by the Trustee at the Corporate Trust Office of the Trustee, and such notice references the Notes and this Indenture.

(h) The rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and each agent, custodian and other Person employed to act hereunder.

(i) In no event shall the Trustee be responsible or liable for special, indirect, or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespec-

tive of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

SECTION 8.03. Individual Rights of Trustee. The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Issuer or any Affiliate of the Issuer with the same rights it would have if it were not Trustee. However, in the event that the Trustee acquires any conflicting interest it must eliminate such conflict within 90 days, apply to the SEC for permission to continue as trustee or resign. Any Agent may do the same with like rights and duties. The Trustee is also subject to Sections 8.10 and 8.11 hereof.

SECTION 8.04. Trustee's Disclaimer. The Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Indenture or the Notes, it shall not be accountable for the Issuer's use of the proceeds from the Notes or any money paid to the Issuer or upon the Issuer's direction under any provision of this Indenture, it shall not be responsible for the use or application of any money received by any Paying Agent other than the Trustee, and it shall not be responsible for any statement or recital herein or any statement in the Notes or any other document in connection with the sale of the Notes or pursuant to this Indenture other than its certificate of authentication. The recitals and statements contained herein and in the Notes, except those contained in any Trustee's certificate of authentication, shall be taken as the recitals and statements of the Issuer, and the Trustee or any authenticating agent assumes no responsibility for their correctness.

SECTION 8.05. Notice of Defaults. If a Default occurs and is continuing and if it is known to the Trustee, the Trustee shall mail to Holders of Notes a notice of the Default within 90 days after it occurs. Except in the case of a Default relating to the payment of principal, premium, if any, or interest on any Note, the Trustee may withhold from the Holders notice of any continuing Default if and so long as a committee of its Responsible Officers in good faith determines that withholding the notice is in the interests of the Holders of the Notes. The Trustee shall not be deemed to know of any Default unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is such a Default is received by the Trustee in accordance with Section 14.02 hereof at the Corporate Trust Office of the Trustee and such notice references the Notes and this Indenture.

SECTION 8.06. Reports by Trustee to Holders of the Notes. Within 60 days after each April 15, beginning with the April 15 following the date of this Indenture, and for so long as Notes remain outstanding, the Trustee shall mail to the Holders of the Notes a brief report dated as of such reporting date that complies with Trust Indenture Act Section 313(a) (but if no event described in Trust Indenture Act Section 313(a) has occurred within the twelve months preceding the reporting date, no report need be transmitted). The Trustee also shall comply with Trust Indenture Act Section 313(b)(1) and Section 313(b)(2) (to the extent applicable). The Trustee shall also transmit by mail all reports as required by Trust Indenture Act Section 313(c).

A copy of each report at the time of its mailing to the Holders of Notes shall be mailed to the Issuer and each stock exchange on which the Notes are listed in accordance with Trust Indenture Act Section 313(d). The Issuer shall promptly notify the Trustee when the Notes are listed on any stock exchange.

SECTION 8.07. Compensation and Indemnity. The Issuer shall pay to the Trustee from time to time such compensation for its acceptance of this Indenture and services hereunder as the parties shall agree in writing from time to time. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Issuer shall reimburse the Trustee promptly upon request for all reasonable disbursements, advances and expenses incurred or made by it in addition

to the compensation for its services. Such expenses shall include the reasonable compensation, disbursements and expenses of the Trustee's agents and counsel.

The Issuer shall indemnify the Trustee and its officers, directors, employees, agents and any predecessor trustee (in its capacity as trustee) and its officers, directors, employees and agents for, and hold the Trustee harmless against, any and all loss, damage, claims, liability or expense (including reasonable attorneys' fees) incurred by it in connection with the acceptance or administration of this trust and the performance of its duties hereunder (including the costs and expenses of enforcing this Indenture against the Issuer (including this Section 8.07) or defending itself against any claim whether asserted by any Holder or the Issuer, or liability in connection with the acceptance, exercise or performance of any of its powers or duties hereunder). The Trustee shall notify the Issuer promptly of any claim for which it may seek indemnity. Failure by the Trustee to so notify the Issuer shall not relieve the Issuer of its obligations hereunder except to the extent the Issuer has been materially prejudiced thereby. The Issuer shall defend the claim and the Trustee may have separate counsel and the Issuer shall pay the fees and expenses of such counsel. The Issuer need not pay for any settlement made without its consent, which consent shall not be unreasonably withheld. The Issuer need not reimburse any expense or indemnify against any loss, liability or expense incurred by the Trustee through the Trustee's own willful misconduct or negligence.

The obligations of the Issuer under this Section 8.07 shall survive the satisfaction and discharge of this Indenture or the earlier resignation or removal of the Trustee.

To secure the payment obligations of the Issuer in this Section 8.07, the Trustee shall have a Lien prior to the Notes on all money or property held or collected by the Trustee. Such Lien shall survive the satisfaction and discharge of this Indenture.

When the Trustee incurs expenses or renders services after an Event of Default specified in Section 7.01(5), (6) or (7) hereof occurs, the expenses and the compensation for the services (including the fees and expenses of its agents and counsel) are intended to constitute expenses of administration under any Bankruptcy Law.

**SECTION 8.08. Replacement of Trustee.** A resignation or removal of the Trustee and appointment of a successor Trustee shall become effective only upon the successor Trustee's acceptance of appointment as provided in this Section 8.08. The Trustee may resign in writing at any time and be discharged from the trust hereby created by so notifying the Issuer. The Holders of a majority in principal amount of the then outstanding Notes may remove the Trustee by so notifying the Trustee and the Issuer in writing. The Issuer may remove the Trustee if:

- (a) the Trustee fails to comply with Section 8.10 hereof or Section 310 of the Trust Indenture Act;
- (b) the Trustee is adjudged a bankrupt or an insolvent or an order for relief is entered with respect to the Trustee under any Bankruptcy Law;
- (c) a custodian or public officer takes charge of the Trustee or its property; or
- (d) the Trustee becomes incapable of acting.

If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason, the Issuer shall promptly appoint a successor Trustee. Within one year after the successor Trustee

takes office, the Holders of a majority in principal amount of the then outstanding Notes may appoint a successor Trustee to replace the successor Trustee appointed by the Issuer.

If a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee (at the Issuer's expense), the Issuer or the Holders of at least 10% in aggregate principal amount of the then outstanding Notes may petition any court of competent jurisdiction for the appointment of a successor Trustee.

If the Trustee, after written request by any Holder who has been a Holder for at least six months, fails to comply with Section 8.10 hereof, such Holder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Issuer. Thereupon, the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall mail a notice of its succession to Holders. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee; provided all sums owing to the Trustee hereunder have been paid and subject to the Lien provided for in Section 8.07 hereof. Notwithstanding replacement of the Trustee pursuant to this Section 8.08, the Issuer's obligations under Section 8.07 hereof shall continue for the benefit of the retiring Trustee.

SECTION 8.09. Successor Trustee by Merger, etc. If the Trustee consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business to, another corporation, the successor corporation without any further act shall be the successor Trustee.

SECTION 8.10. Eligibility; Disqualification. There shall at all times be a Trustee hereunder that is a corporation organized and doing business under the laws of the United States of America or of any state thereof that is authorized under such laws to exercise corporate trustee power, that is subject to supervision or examination by federal or state authorities and that has, together with its parent, a combined capital and surplus of at least \$50,000,000 as set forth in its most recent published annual report of condition.

This Indenture shall always have a Trustee who satisfies the requirements of Trust Indenture Act Sections 310(a)(1), (2) and (5). The Trustee is subject to Trust Indenture Act Section 310(b).

SECTION 8.11. Preferential Collection of Claims Against Issuer. The Trustee is subject to Trust Indenture Act Section 311(a), excluding any creditor relationship listed in Trust Indenture Act Section 311(b). A Trustee who has resigned or been removed shall be subject to Trust Indenture Act Section 311(a) to the extent indicated therein.

## ARTICLE IX

### LEGAL DEFEASANCE AND COVENANT DEFEASANCE

SECTION 9.01. Option to Effect Legal Defeasance or Covenant Defeasance. The Issuer may, at its option and at any time, elect to have either Section 9.02 or 9.03 hereof applied to all outstanding Notes upon compliance with the conditions set forth below in this Article IX.

SECTION 9.02. Legal Defeasance and Discharge. Upon the Issuer's exercise under Section 9.01 hereof of the option applicable to this Section 9.02, the Issuer shall, subject to the satisfaction of the conditions set forth in Section 9.04 hereof, be deemed to have been discharged from their Ob-

ligations with respect to all outstanding Notes (including their Obligations under the Security Documents with respect to the Notes Obligations) on the date the conditions set forth below are satisfied (“Legal Defeasance”). For this purpose, Legal Defeasance means that the Issuer shall be deemed to have paid and discharged the entire Indebtedness represented by the outstanding Notes, which shall thereafter be deemed to be “outstanding” only for the purposes of Section 9.05 hereof and the other Sections of this Indenture referred to in (a) and (b) below, and to have satisfied all its other Obligations under such Notes and this Indenture (and the Trustee, on demand of and at the expense of the Issuer, shall execute proper instruments acknowledging the same), except for the following provisions which shall survive until otherwise terminated or discharged hereunder:

- (a) the rights of Holders of Notes to receive payments in respect of the principal of, premium, if any, and interest on the Notes when such payments are due solely out of the trust created pursuant to this Indenture referred to in Section 9.04 hereof;
- (b) the Issuer’s obligations with respect to Notes concerning issuing temporary Notes, registration of such Notes, mutilated, destroyed, lost or stolen Notes and the maintenance of an office or agency for payment and money for security payments held in trust;
- (c) the rights, powers, trusts, duties and immunities of the Trustee, and the Issuer’s obligations in connection therewith; and
- (d) this Section 9.02.

If the Issuer exercises under Section 9.01 the option applicable to this Section 9.02, subject to satisfaction of the conditions set forth in Section 9.04 hereof, payment of the Notes may not be accelerated because of an Event of Default under clauses (3), (4), (5), (6) and (7) of Section 7.01. Subject to compliance with this Article IX, the Issuer may exercise its option under this Section 9.02 notwithstanding the prior exercise of its option under Section 9.03 hereof.

**SECTION 9.03. Covenant Defeasance.** Upon the Issuer’s exercise under Section 9.01 hereof of the option applicable to this Section 9.03, the Issuer shall, subject to the satisfaction of the conditions set forth in Section 9.04 hereof, be released from their obligations under the covenants contained in Sections 5.03, 5.05, 5.06, 5.07, 5.09, 5.10 and 5.13 and from the applicability of clauses (3) and (4) of Section 6.01 hereof with respect to the outstanding Notes on and after the date the conditions set forth in Section 9.04 hereof are satisfied (“Covenant Defeasance”), and the Notes shall thereafter be deemed not “outstanding” for the purposes of any direction, waiver, consent or declaration or act of Holders (and the consequences of any thereof) in connection with such covenants, but shall continue to be deemed “outstanding” for all other purposes hereunder (it being understood that such Notes shall not be deemed outstanding for accounting purposes). For this purpose, Covenant Defeasance means that, with respect to the outstanding Notes, the Issuer may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document and such omission to comply shall not constitute a Default or an Event of Default under Section 7.01 hereof, but, except as specified above, the remainder of this Indenture and such Notes shall be unaffected thereby. In addition, upon the Issuer’s exercise under Section 9.01 hereof of the option applicable to this Section 9.03 hereof, subject to the satisfaction of the conditions set forth in Section 9.04 hereof, Sections 7.01(3) (solely with respect to the covenants that are released upon a Covenant Defeasance), 7.01(5), 7.01(6) and 7.01(7) hereof shall not constitute Events of Default.

SECTION 9.04. Conditions to Legal or Covenant Defeasance. The following shall be the conditions to the application of either Section 9.02 or 9.03 hereof to the outstanding Notes:

In order to exercise either Legal Defeasance or Covenant Defeasance with respect to the Notes:

(a) the Issuer must irrevocably deposit with the Trustee, in trust, for the benefit of the Holders of the Notes, cash in U.S. dollars, Government Securities, or a combination thereof, in such amounts as will be sufficient, in the opinion of a nationally recognized firm of independent public accountants, to pay the principal amount of, premium, if any, and interest due on the Notes on the stated maturity date or on the Redemption Date, as the case may be, of such principal amount, premium, if any, or interest on such Notes and the Issuer must specify whether such Notes are being defeased to maturity or to a particular Redemption Date.

(b) in the case of Legal Defeasance, the Issuer shall have delivered to the Trustee an Opinion of Counsel reasonably acceptable to the Trustee confirming that, subject to customary assumptions and exclusions,

(i) the Issuer has received from, or there has been published by, the United States Internal Revenue Service a ruling, or

(ii) since the issuance of the Notes, there has been a change in the applicable U.S. federal income tax law,

in either case to the effect that, and based thereon such Opinion of Counsel shall confirm that, subject to customary assumptions and exclusions, the Holders of the Notes will not recognize income, gain or loss for U.S. federal income tax purposes, as applicable, as a result of such Legal Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(c) in the case of Covenant Defeasance, the Issuer shall have delivered to the Trustee an Opinion of Counsel reasonably acceptable to the Trustee confirming that, subject to customary assumptions and exclusions, the Holders of the Notes will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Covenant Defeasance and will be subject to such tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(d) no Default (other than that resulting from borrowing funds to be applied to make such deposit and any similar and simultaneous deposit relating to other indebtedness, and in each case, the granting of Liens in connection therewith) shall have occurred and be continuing on the date of such deposit;

(e) the Issuer shall have delivered to the Trustee an Officer's Certificate stating that the deposit was not made by the Issuer with the intent of defeating, hindering, delaying or defrauding any creditors of the Issuer; and

(f) the Issuer shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel (which Opinion of Counsel may be subject to customary assumptions and exclusions) each stating that all conditions precedent provided for or relating to the Legal Defeasance or the Covenant Defeasance, as the case may be, have been complied with.

SECTION 9.05. Deposited Money and Government Securities to Be Held in Trust; Other Miscellaneous Provisions. Subject to Section 9.06 hereof, all money and Government Securities (including the proceeds thereof) deposited with the Trustee (or other qualifying trustee, collectively for purposes of this Section 9.05, the “Trustee”) pursuant to Section 9.04 hereof in respect of the outstanding Notes shall be held in trust and applied by the Trustee, in accordance with the provisions of such Notes and this Indenture, to the payment, either directly or through any Paying Agent as the Trustee may determine, to the Holders of such Notes of all sums due and to become due thereon in respect of principal, premium and interest, but such money need not be segregated from other funds except to the extent required by law.

The Issuer shall pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the cash or Government Securities deposited pursuant to Section 9.04 hereof or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders of the outstanding Notes. Anything in this Article IX to the contrary notwithstanding, the Trustee shall deliver or pay to the Issuer from time to time upon the request of the Issuer any money or Government Securities held by it as provided in Section 9.04 hereof which, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee (which may be the opinion delivered under Section 9.04(a) hereof), are in excess of the amount thereof that would then be required to be deposited to effect an equivalent Legal Defeasance or Covenant Defeasance.

SECTION 9.06. Repayment to Issuer. Subject to any applicable abandoned property law, any money deposited with the Trustee or any Paying Agent, or then held by the Issuer, in trust for the payment of the principal of, premium, if any, or interest on any Note and remaining unclaimed for two years after such principal, and premium, if any, or interest has become due and payable shall be paid to the Issuer on its request or (if then held by the Issuer) shall be discharged from such trust; and the Holder of such Note shall thereafter look only to the Issuer for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Issuer as trustee thereof, shall thereupon cease.

SECTION 9.07. Reinstatement. If the Trustee or Paying Agent is unable to apply any United States dollars or Government Securities in accordance with Section 9.02 or 9.03 hereof, as the case may be, by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the Issuer’s obligations under this Indenture and the Notes shall be revived and reinstated as though no deposit had occurred pursuant to Section 9.02 or 9.03 hereof until such time as the Trustee or Paying Agent is permitted to apply all such money in accordance with Section 9.02 or 9.03 hereof, as the case may be; provided that, if the Issuer makes any payment of principal of, premium, if any, or interest on any Note following the reinstatement of its obligations, the Issuer shall be subrogated to the rights of the Holders of such Notes to receive such payment from the money held by the Trustee or Paying Agent.

## ARTICLE X

### AMENDMENT, SUPPLEMENT AND WAIVER

SECTION 10.01. Without Consent of Holders of Notes. Notwithstanding Section 10.02 hereof, the Issuer and the Trustee (or the Collateral Agent, as applicable) may amend or supplement this Indenture, the Notes, any Security Document or the Intercreditor Agreement without the consent of any Holder:



- (a) to cure any ambiguity, omission, mistake, defect or inconsistency;
- (b) to provide for uncertificated Notes of such series in addition to or in place of Definitive Notes;
- (c) to comply with Section 6.01 hereof;
- (d) to provide the assumption of the Issuer's obligations to the Holders;
- (e) to make any change that would provide any additional rights or benefits to the Holders or that does not adversely affect the legal rights under this Indenture, the Notes, the Security Documents or the Intercreditor Agreement of any such Holder;
- (f) to add covenants for the benefit of the Holders or to surrender any right or power conferred upon the Issuer;
- (g) to comply with requirements of the SEC in order to effect or maintain the qualification of this Indenture under the Trust Indenture Act;
- (h) to evidence and provide for the acceptance and appointment under this Indenture of a successor Trustee hereunder pursuant to the requirements hereof;
- (i) to make any amendment to the provisions of this Indenture relating to the transfer and legending of Notes as permitted by this Indenture, including, without limitation to facilitate the issuance and administration of the Notes; provided, however, that (i) compliance with this Indenture as so amended would not result in Notes being transferred in violation of the Securities Act or any applicable securities law and (ii) such amendment does not materially and adversely affect the rights of Holders to transfer Notes;
- (j) to add or release Collateral from, or subordinate, the Lien of the Security Documents only as expressly set forth in this Indenture, the Security Documents or the Intercreditor Agreement; and
- (k) to mortgage, pledge, hypothecate or grant any other Lien in favor of the Trustee or the Collateral Agent for the benefit of the Holders of the Notes, as additional security for the payment and performance of all or any portion of the Notes Obligations, on any property or assets, including any which are required to be mortgaged, pledged or hypothecated, or on which a Lien is required to be granted to or for the benefit of the Trustee or the Collateral Agent pursuant to this Indenture, any of the Security Documents or otherwise.

Upon the request of the Issuer accompanied by a resolution of its board of directors authorizing the execution of any such amended or supplemental indenture, and upon receipt by the Trustee of the documents described in Section 8.02 hereof, the Trustee shall join with the Issuer in the execution of any amended or supplemental indenture authorized or permitted by the terms of this Indenture and to make any further appropriate agreements and stipulations that may be therein contained, but the Trustee shall have the right, but not be obligated to, enter into such amended or supplemental indenture that affects its own rights, duties or immunities under this Indenture or otherwise.

SECTION 10.02. With Consent of Holders of Notes. Except as provided below in this Section 10.02, the Issuer and the Trustee (or the Collateral Agent, as applicable) may amend or supplement this Indenture, the Notes, the Intercreditor Agreement or any Security Documents with the consent

of the Holders of at least a majority in principal amount of the Notes then outstanding voting as a single class (including consents obtained in connection with a tender offer or exchange offer for, or purchase of, the Notes), and, subject to Sections 7.04 and 7.08 hereof, any existing Default or Event of Default (other than a Default or Event of Default in the payment of the principal of, premium, if any, or interest on the Notes, except a payment default resulting from an acceleration that has been rescinded) or compliance with any provision of this Indenture or the Notes may be waived with the consent of the Holders of a majority in principal amount of the then outstanding Notes voting as a single class (including consents obtained in connection with a tender offer or exchange offer for, or purchase of, the Notes). Section 2.08 hereof, Section 2.09 hereof and Section 2.14 hereof shall determine which Notes are considered to be “outstanding” for the purposes of this Section 10.02.

Upon the request of the Issuer accompanied by a resolution of its board of directors authorizing the execution of any such amended or supplemental indenture, and upon the filing with the Trustee of evidence satisfactory to the Trustee of the consent of the Holders of Notes as aforesaid, and upon receipt by the Trustee of the documents described in Section 8.02 hereof, the Trustee shall join with the Issuer in the execution of such amended or supplemental indenture unless such amended or supplemental indenture directly affects the Trustee’s own rights, duties or immunities under this Indenture or otherwise, in which case the Trustee may in its discretion, but shall not be obligated to, enter into such amended or supplemental indenture.

It shall not be necessary for the consent of the Holders of Notes under this Section 10.02 to approve the particular form of any proposed amendment or waiver, but it shall be sufficient if such consent approves the substance thereof.

After an amendment, supplement or waiver under this Section 10.02 becomes effective, the Issuer shall mail to the Holders of Notes affected thereby a notice briefly describing the amendment, supplement or waiver. Any failure of the Issuer to mail such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such amended or supplemental indenture or waiver.

Without the consent of each affected Holder of Notes, an amendment or waiver under this Section 10.02 may not, with respect to any Notes held by a non-consenting Holder:

- (a) reduce the principal amount of such Notes whose Holders must consent to an amendment, supplement or waiver;
- (b) reduce the principal amount of or change the fixed final maturity of any such Note or alter or waive the provisions with respect to the redemption of such Note;
- (c) reduce the rate of or change the time for payment of interest on any Note;
- (d) waive a Default in the payment of principal of or premium, if any, or interest on the Notes (except a rescission of acceleration of the Notes by the Holders of at least a majority in aggregate principal amount of the Notes and a waiver of the payment default that resulted from such acceleration) or in respect of a covenant or provision contained in this Indenture which cannot be amended or modified without the consent of each Holder affected thereby;
- (e) make any Note payable in money or a currency other than that stated therein;
- (f) make any change in the provisions of this Indenture relating to waivers of past Defaults or the rights of Holders to receive payments of principal of or premium, if any, or interest on the Notes;

- (g) make any change in these amendment and waiver provisions;
- (h) impair the right of any Holder to receive payment of principal of, or interest on such Holder's Notes on or after the due dates therefor or to institute suit for the enforcement of any payment on or with respect to such Holder's Notes;
- (i) amend, supplement, waive or modify the provisions of this Indenture dealing with the Security Documents or application of Runoff Proceeds in any manner, in each case that would subordinate the Lien of the Collateral Agent to the Liens securing any other Obligations (other than as contemplated under clause (j) of Section 10.01 or otherwise release any material portion of the Collateral, in each case other than in accordance with this Indenture, the Security Documents and the Intercreditor Agreement; or
- (j) to amend the definition of Runoff Proceeds, Runoff Proceeds Distribution and Section 4.02.

In addition, without the consent of the Holders of at least two-thirds in aggregate principal amount of Notes then outstanding, no amendment, supplement or waiver may modify Sections 5.02, 5.03, 5.07, 5.08, 5.10 and 5.13 of this Indenture.

SECTION 10.03. Compliance with Trust Indenture Act. Every amendment or supplement to this Indenture or the Notes shall be set forth in an amended or supplemental indenture that complies in all material respects with the Trust Indenture Act as then in effect.

SECTION 10.04. Revocation and Effect of Consents. Until an amendment, supplement or waiver becomes effective, a consent to it by a Holder of a Note is a continuing consent by the Holder of a Note and every subsequent Holder of a Note or portion of a Note that evidences the same debt as the consenting Holder's Note, even if notation of the consent is not made on any Note. However, any such Holder of a Note or subsequent Holder of a Note may revoke the consent as to its Note if the Trustee receives written notice of revocation before the date the waiver, supplement or amendment becomes effective. An amendment, supplement or waiver becomes effective in accordance with its terms and thereafter binds every Holder.

The Issuer may, but shall not be obligated to, fix a record date for the purpose of determining the Holders entitled to consent to any amendment, supplement, or waiver. If a record date is fixed, then, notwithstanding the preceding paragraph, those Persons who were Holders at such record date (or their duly designated proxies), and only such Persons, shall be entitled to consent to such amendment, supplement, or waiver or to revoke any consent previously given, whether or not such Persons continue to be Holders after such record date. No such consent shall be valid or effective for more than 120 days after such record date unless the consent of the requisite number of Holders has been obtained.

SECTION 10.05. Notation on or Exchange of Notes. The Trustee may place an appropriate notation about an amendment, supplement or waiver on any Note thereafter authenticated. The Issuer in exchange for all Notes may issue and the Trustee shall, upon receipt of an Authentication Order, authenticate new Notes that reflect the amendment, supplement or waiver.

Failure to make the appropriate notation or issue a new Note shall not affect the validity and effect of such amendment, supplement or waiver.

SECTION 10.06. Trustee to Sign Amendments, etc. The Trustee shall sign any amendment, supplement or waiver authorized pursuant to this Article X if the amendment or supplement does

not adversely affect the rights, duties, liabilities or immunities of the Trustee. The Issuer may not sign an amendment, supplement or waiver until the board of directors (or similar governing body) approves it. In executing any amendment, supplement or waiver, the Trustee shall be entitled to receive, and (subject to Section 8.01 hereof) shall be fully protected in relying upon, in addition to the documents required by Section 13.04 hereof, an Officer's Certificate and an Opinion of Counsel stating that the execution of such amended or supplemental indenture is authorized or permitted by this Indenture and that such amendment, supplement or waiver is the legal, valid and binding obligation of the Issuer, enforceable against them in accordance with its terms, subject to customary exceptions, and complies with the provisions hereof (including Section 10.03).

## ARTICLE XI

### SATISFACTION AND DISCHARGE

SECTION 11.01. Satisfaction and Discharge. This Indenture shall be discharged and shall cease to be of further effect as to all Notes, when either:

(a) all Notes heretofore authenticated and delivered, except lost, stolen or destroyed Notes which have been replaced or paid and Notes for whose payment money has heretofore been deposited in trust, have been delivered to the Trustee for cancellation; or

(b) (A) all Notes not heretofore delivered to the Trustee for cancellation have become due and payable by reason of the making of a notice of redemption or otherwise, will become due and payable within one year or are to be called for redemption and redeemed within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Issuer, and the Issuer has irrevocably deposited or caused to be deposited with the Trustee as trust funds in trust solely for the benefit of the Holders of the Notes, cash in U.S. dollars, Government Securities, or a combination thereof, in such amounts as will be sufficient without consideration of any reinvestment of interest to pay and discharge the entire indebtedness on the Notes not heretofore delivered to the Trustee for cancellation for principal, premium, if any, and accrued interest to the date of maturity or redemption;

(B) no Default (other than that resulting from borrowing funds to be applied to make such deposit and any similar and simultaneous deposit relating to other Indebtedness to the extent such Indebtedness is simultaneously being discharged or repaid and the granting of Liens in connection therewith) with respect to this Indenture or the Notes shall have occurred and be continuing on the date of such deposit or shall occur as a result of such deposit and such deposit will not result in a breach or violation of, or constitute a default under any other material agreement or instrument to which the Issuer is a party or by which the Issuer is bound;

(C) the Issuer has paid or caused to be paid all sums payable by it under this Indenture; and

(D) the Issuer has delivered irrevocable instructions to the Trustee to apply the deposited money toward the payment of the Notes at maturity or the Redemption Date, as the case may be.

In addition, the Issuer shall deliver an Officer's Certificate and an Opinion of Counsel to the Trustee stating that all conditions precedent to satisfaction and discharge have been satisfied.

Notwithstanding the satisfaction and discharge of this Indenture, if money shall have been deposited with the Trustee pursuant to subclause (A) of clause (b) of this Section 11.01, the provisions of Section 11.02 and Section 9.06 hereof shall survive.

SECTION 11.02. Application of Trust Money. Subject to the provisions of Section 9.06 hereof, all money deposited with the Trustee pursuant to Section 11.01 hereof shall be held in trust and applied by it, in accordance with the provisions of the Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Issuer acting as its own Paying Agent) as the Trustee may determine, to the Persons entitled thereto, of the principal (and premium, if any) and interest for whose payment such money has been deposited with the Trustee; but such money need not be segregated from other funds except to the extent required by law.

If the Trustee or Paying Agent is unable to apply any money or Government Securities in accordance with Section 11.01 hereof by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the Issuer's obligations under this Indenture and the Notes shall be revived and reinstated as though no deposit had occurred pursuant to Section 11.01 hereof; provided that if the Issuer has made any payment of principal of, premium, if any, or interest on any Notes because of the reinstatement of its obligations, the Issuer shall be subrogated to the rights of the Holders of such Notes to receive such payment from the money or Government Securities held by the Trustee or Paying Agent.

## ARTICLE XII

### SECURITY

SECTION 12.01. Security Documents. The payment of the principal of and interest (including without limitation, any PIK interest) and premium, if any, on the Notes when due, whether at maturity, by acceleration, repurchase, redemption or otherwise and whether by the Issuer pursuant to the Notes, the payment of all other Notes Obligations and the performance of all other Notes Obligations are secured as provided in the Security Documents which the Issuer has entered into and will be secured by Security Documents hereafter delivered as required or permitted by this Indenture. The Issuer shall comply with all provisions and covenants, make all filings (including filings of continuation statements and amendments to Uniform Commercial Code financing statements that may be necessary to continue the effectiveness of such Uniform Commercial Code financing statements) and all other actions as are necessary or required by the Security Documents to maintain (at the sole cost and expense of the Issuer) the security interest created by the Security Documents in the Collateral (other than with respect to any Collateral the security interest in which is not required to be perfected or maintained under the Security Documents) as a perfected security interest. The Issuer shall deliver an Opinion of Counsel to the Trustee within 30 calendar days following the end of each annual period beginning with the annual period beginning on [ ] of each year, to the effect that all actions required to maintain the Lien of the Security Documents with respect to items of Collateral that may be perfected solely by the filing of financing statements under the Uniform Commercial Code have been taken.

### SECTION 12.02. Collateral Agent.

(a) The Collateral Agent shall have all the rights and protections provided in the Security Documents and the Intercreditor Agreement and shall have no responsibility to exercise any discretionary power or right provided in any Security Document except as expressly required pursuant to the Security Documents or the Intercreditor Agreement or to ensure the existence, genuineness, value or protection of any Collateral or to ensure the legality, enforceability, effectiveness or sufficiency of the Secu-

rity Documents or the creation, perfection, priority, sufficiency or protection of any Lien or any defect or deficiency as to any such matters.

(b) The Trustee, is authorized and directed to (i) enter into the Intercreditor Agreement, (ii) appoint the Collateral Agent as the Collateral Agent and to authorize the Collateral Agent (and the Holders hereby authorize the Collateral Agent) to enter into the Security Documents for the benefit of the Holders, (iii) bind the Holders on the terms as set forth in the Security Documents and the Intercreditor Agreement and (iv) perform and observe its obligations and exercise its rights (and the Holders hereby authorize the Collateral Agent to perform and observe its obligations and exercise its rights) under the Intercreditor Agreement and the Security Documents.

(c) Subject to Section 8.01, neither the Trustee nor the Collateral Agent nor any of their officers, directors, employees, attorneys or agents will be responsible or liable for the existence, genuineness, value or protection of any Collateral, for the legality, enforceability, effectiveness or sufficiency of the Security Documents, for the creation, perfection, priority, sufficiency or protection of any Lien or any defect or deficiency as to any such matters.

#### SECTION 12.03. Authorization of Actions to Be Taken.

(a) Each Holder of Notes, by its acceptance thereof, consents and agrees to the terms of each Security Document and the Intercreditor Agreement, as originally in effect and as amended, restated, amended and restated, renewed, modified, supplemented or replaced from time to time in accordance with its terms or the terms of this Indenture, authorizes and directs the Trustee to authorize the Collateral Agent to enter into the Security Documents to which it is a party, authorizes and empowers the Trustee and the Collateral Agent to enter into the Intercreditor Agreement and authorizes and empowers the Trustee and the Collateral Agent to bind the Holders of Notes pursuant to the terms of the Intercreditor Agreement and to perform their respective obligations and exercise their respective rights and powers thereunder.

(b) The Trustee is authorized and empowered to receive for the benefit of the Holders of Notes any funds collected or distributed under the Security Documents to which the Trustee is entitled pursuant to the terms of the Intercreditor Agreement and to make further distributions of such funds to the Holders of Notes according to the provisions of this Indenture.

(c) Subject to the Intercreditor Agreement, the Trustee is authorized and empowered to institute and maintain, or direct the Collateral Agent to institute and maintain, such suits and proceedings as it may deem expedient to protect or enforce the Liens of the Security Documents or to prevent any impairment of Collateral by any acts that may be unlawful or in violation of the Security Documents.

#### SECTION 12.04. Release of Collateral; Substitution.

(a) Liens granted pursuant to the Security Documents securing the Notes Obligations shall automatically terminate and/or be released in full all without delivery of any instrument or performance of any act by any party as of the date upon (i) all the Notes Obligations and this Indenture (other than contingent or unliquidated obligations or liabilities not then due) have been paid in full in cash or immediately available funds or (ii) a Legal Defeasance or Covenant Defeasance under Article VIX or a discharge in accordance with Article XI.

Upon the receipt of an Officer's Certificate from the Issuer, as described in Section 12.04(b) below and any necessary or proper instruments of termination, satisfaction or release prepared by the Issuer, the Collateral Agent shall execute, deliver or acknowledge such instruments or releases to

evidence the release of any Collateral permitted to be released pursuant to this Indenture or the Security Documents or the Intercreditor Agreement.

(b) Notwithstanding anything herein to the contrary, in connection with (x) any release of Collateral pursuant to Section 12.04(a) above, such Collateral may not be released from the Lien and security interest created by the Security Documents and (y) any release of Collateral pursuant to Section 12.04(a), the Collateral Agent shall not be required to execute, deliver or acknowledge any instruments of termination, satisfaction or release unless, in each case, an Officer's Certificate and Opinion of Counsel certifying that all conditions precedent, including, without limitation, this Section 12.04, have been met and stating under which of the circumstances set forth in Section 12.04(a) above the Collateral is being released have been delivered to the Collateral Agent on or prior to the date of such release or, in the case of clause (y) above, the date on which the Collateral Agent executes any such instrument. The Trustee shall be entitled to receive and rely on Officer's Certificates and Opinions of Counsel delivered to the Collateral Agent under this Section 12.04(b).

(c) Notwithstanding anything to the contrary contained in the Notes Documentation or any Security Document upon the Insurance Book Closing, any Lien in the equity of WMMRC held by the Collateral Agent shall be deemed automatically released.

SECTION 12.05. Powers Exercisable by Receiver or Trustee. In case the Collateral shall be in the possession of a receiver or trustee, lawfully appointed, the powers conferred in this Article XII upon the Issuer with respect to the release, sale or other disposition of such property may be exercised by such receiver or trustee, and an instrument signed by such receiver or trustee shall be deemed the equivalent of any similar instrument of the Issuer or of any officer or officers thereof required by the provisions of this Article XII; and if the Trustee or the Collateral Agent shall be in the possession of the Collateral under any provision of this Indenture, then such powers may be exercised by the Trustee or the Collateral Agent, as the case may be.

SECTION 12.06. No Fiduciary Duties; Collateral. Beyond the exercise of reasonable care in the custody thereof, the Trustee shall have no duty as to any Collateral in its possession or control or in the possession or control of any agent or bailee or any income thereon or as to preservation of rights against prior parties or any other rights pertaining thereto and the Trustee shall not be responsible for filing any financing or continuation statements or recording any documents or instruments in any public office at any time or times or otherwise perfecting or maintaining the perfection of any security interest in the Collateral. The Trustee shall be deemed to have exercised reasonable care in the custody of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which it accords its own property and shall not be liable or responsible for any loss or diminution in the value of any of the Collateral, by reason of the act or omission of any carrier, forwarding agency or other agent or bailee selected by the Trustee in good faith.

SECTION 12.07. Intercreditor Agreement Controls. Upon the Trustee's entry into the Intercreditor Agreement, the Holders of the Notes and the Trustee will be subject to and bound by the provisions of the Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to the Security Documents and all rights and obligations of the Trustee hereunder are expressly subject to the Intercreditor Agreement and (ii) the exercise of any right or remedy by the Trustee hereunder is subject to the limitations and provisions of the Intercreditor Agreement. Subject to Section 7.16, in the event of any conflict or inconsistency between the terms of the Intercreditor Agreement and the terms of this Indenture, the terms of the Intercreditor Agreement shall govern.

## ARTICLE XIII

### MISCELLANEOUS

SECTION 13.01. Trust Indenture Act Controls. If any provision of this Indenture limits, qualifies or conflicts with the duties imposed by Trust Indenture Act Section 318(c), the imposed duties shall control.

SECTION 13.02. Notices. Any notice or communication by the Issuer or the Trustee to the others is duly given if in writing and delivered in person or mailed by first-class mail (registered or certified, return receipt requested), fax or overnight air courier guaranteeing next day delivery, to the others' address:

If to the Issuer:

Washington Mutual, Inc.  
1301 Second Avenue, Suite 3000  
Seattle, Washington 98101  
Attention: General Counsel

Telephone No.: (206) 432-8731  
Facsimile No: (206) 432-8879  
Email: [chad.smith@wamuinc.net](mailto:chad.smith@wamuinc.net)

with a copy to:

Weil Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153  
Attention: Todd R. Chandler

Telephone No.: (212) 310-8000  
Facsimile No: (212) 310-8007  
Email: [todd.chandler@weil.com](mailto:todd.chandler@weil.com)

If to the Trustee:

[            ]

The Issuer or the Trustee, by notice to the others, may designate additional or different addresses for subsequent notices or communications.

All notices and communications (other than those sent to Holders) shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; five calendar days after being deposited in the mail, postage prepaid, if mailed by first-class mail; when receipt acknowledged, if faxed; and the next Business Day after timely delivery to the courier, if sent by overnight air courier guaranteeing next day delivery; provided that any notice or communication delivered to the Trustee shall be deemed effective upon actual receipt thereof.



Any notice or communication to a Holder shall be mailed by first-class mail, certified or registered, return receipt requested, or by overnight air courier guaranteeing next day delivery to its address shown on the Note Register kept by the Registrar. Any notice or communication shall also be so mailed to any Person described in Trust Indenture Act Section 313(c), to the extent required by the Trust Indenture Act. Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders.

If a notice or communication is mailed in the manner provided above within the time prescribed, it is duly given, whether or not the addressee receives it.

If the Issuer mails a notice or communication to Holders, it shall mail a copy to the Trustee and each Agent at the same time.

SECTION 13.03. Communication by Holders of Notes with Other Holders of Notes. Holders may communicate pursuant to Trust Indenture Act Section 312(b) with other Holders with respect to their rights under this Indenture or the Notes. The Issuer, the Trustee, the Registrar and anyone else shall have the protection of Trust Indenture Act Section 312(c).

SECTION 13.04. Certificate and Opinion as to Conditions Precedent.

(a) Upon any request or application by the Issuer to the Trustee to take any action under this Indenture, the Issuer shall furnish to the Trustee an Officer's Certificate of the Issuer in form and substance reasonably satisfactory to the Trustee (which shall include the statements set forth in Section 13.05 hereof) stating that, in the opinion of the signers, all conditions precedent and covenants, if any, provided for in this Indenture relating to the proposed action have been satisfied; and

(b) an Opinion of Counsel in form and substance reasonably satisfactory to the Trustee (which shall include the statements set forth in Section 13.05 hereof) stating that, in the opinion of such counsel, all such conditions precedent and covenants have been satisfied.

SECTION 13.05. Statements Required in Certificate or Opinion. Each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture (other than a certificate provided pursuant to Section 5.06 hereof or Trust Indenture Act Section 314(a)(4)) shall comply with the provisions of Trust Indenture Act Section 314(e) and shall include:

(a) a statement that the Person making such certificate or opinion has read such covenant or condition;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(c) a statement that, in the opinion of such Person, he or she has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with (and, in the case of an Opinion of Counsel, may be limited to reliance on an Officer's Certificate, certificates of public officials or reports or opinions of experts as to matters of fact); and

(d) a statement as to whether or not, in the opinion of such Person, such condition or covenant has been complied with.

SECTION 13.06. Rules by Trustee and Agents. The Trustee may make reasonable rules for action by or at a meeting of Holders. The Registrar or Paying Agent may make reasonable rules and set reasonable requirements for its functions.

SECTION 13.07. No Personal Liability of Directors, Officers, Employees and Stockholders. No past, present or future director, officer, employee, incorporator or stockholder of the Issuer or any of their parent companies shall have any liability for any obligations of the Issuer under the Notes or this Indenture or for any claim based on, in respect of, or by reason of such obligations or their creation. Each Holder by accepting Notes waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

SECTION 13.08. Governing Law. THIS INDENTURE AND THE NOTES WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

SECTION 13.09. Waiver of Jury Trial. THE ISSUER AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 13.10. Force Majeure. In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused by, directly or indirectly, forces beyond its reasonable control, including without limitation strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services.

SECTION 13.11. No Adverse Interpretation of Other Agreements. This Indenture may not be used to interpret any other indenture, loan or debt agreement of the Issuer or its Subsidiaries or of any other Person. Any such indenture, loan or debt agreement may not be used to interpret this Indenture.

SECTION 13.12. Successors. All agreements of the Issuer in this Indenture and the Notes shall bind its successors. All agreements of the Trustee in this Indenture shall bind its successors.

SECTION 13.13. Severability. In case any provision in this Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 13.14. Counterpart Originals. The parties may sign any number of copies of this Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

SECTION 13.15. Table of Contents, Headings, etc. The Table of Contents, Cross-Reference Table and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not to be considered a part of this Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

[Signatures on following page]

WASHINGTON MUTUAL, INC.

By:

Name:

Title:

[                      ]  
as Trustee

By:  
Name:  
Title:

## EXHIBIT A

[Face of Note]

[Insert the Global Note Legend, if applicable]

CUSIP [ ]

13% Senior First Lien Note due 2030

No. \_\_\_\_

[\$\_\_\_\_\_]

WASHINGTON MUTUAL, INC.

promises to pay, subject to the terms of the Indenture, to \_\_\_\_\_ or registered assigns, the principal sum [set forth on the Schedule of Exchanges of Interests in the Global Note attached hereto] [of \_\_\_\_\_ Dollars] (\$\_\_\_\_\_) on [ ]

Interest Payment Dates: [ ]

Record Dates: [ ]

IN WITNESS HEREOF, the Issuer has caused this instrument to be duly executed.

Dated: [ ]

WASHINGTON MUTUAL, INC.

By:

Name:

Title:

This is one of the Notes referred to in the within-mentioned Indenture:

Dated: \_\_\_\_\_

[                      ]  
as Trustee

By:  
Authorized Signatory



[Back of Note]

13% Senior First Lien Note due 2030

Capitalized terms used herein shall have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

1. Interest. Washington Mutual, Inc., a Washington corporation (the “Issuer”), promises to pay, subject to the terms of the Indenture, interest on the principal amount of this Note at a rate per annum set forth below from the Issue Date until paid in full. The Issuer will pay interest on this Note quarterly in arrears on [ ], [ ], [ ] and [ ] of each year, commencing on [ ], or if any such day is not a Business Day, on the next succeeding Business Day (each, an “Interest Payment Date”), and no interest shall accrue on such payment for the intervening period. The Issuer will make each interest payment to the Holder of record of this Note on the immediately preceding [ ], [ ], [ ] and [ ] (each, a “Record Date”). Interest on this Note will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from and including the Issue Date. The Notes will mature on [ ], 2030. The Issuer will pay interest (including post-petition interest in any proceeding under any Bankruptcy Law whether or not allowed) on overdue principal at the rate that is 2% higher than the rate then applicable to this Note; it shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest (without regard to any applicable grace periods) at the rate then applicable to this Note to the extent lawful. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

To the extent there are sufficient Runoff Proceeds Distributions on any Interest Payment Date to pay interest on the Notes in accordance with Section 4.02 of the Indenture, interest on this Note shall be paid entirely in cash (“Cash Interest”); provided to the extent there are insufficient Runoff Proceeds Distributions to pay interest on the Notes in accordance with Section 4.02 of the Indenture, interest shall be payable on such Interest Payment Date in cash to the extent of funds available for payment of cash payments and any excess interest payable shall be paid by increasing the principal amount of this Note or by issuing PIK Notes in an amount equal to such excess. The Trustee will, at the request of the Issuer, authenticate and deliver such PIK Notes for original issuance to such Holder of this Note on the relevant record date, as shown by the records of the Note Register. Following an increase in the principal amount of this Note as a result of a PIK Payment, this Note will bear interest on such increased principal amount from and after the date of such PIK Payment. Any PIK Notes will be dated as of the applicable interest payment date and will bear interest from and after such date. All PIK Notes issued pursuant to a PIK Payment will mature on [ ], 2030 and will be governed by, and subject to the terms, provisions and conditions of, the Indenture and shall have the same rights and benefits as the Notes issued on the Issue Date. Any PIK Notes will be issued with the description “PIK” on the face of such PIK Note.

Interest on this Note and any PIK Notes will accrue at the rate of 13% per annum.

2. Method of Payment. The Issuer or the Trustee will pay interest on this Note to the Person who is the registered Holder of this Note at the close of business on the Record Date (whether or not a Business Day) next preceding the Interest Payment Date, even if this Note is canceled after such record date and on or before such Interest Payment Date, except as provided in Section 2.12 of the Indenture with respect to defaulted interest. Cash payment of interest may be made by check mailed to the Holders at their addresses set forth in the Register, provided that all cash payments of principal, premium, if any, and interest on, this Note will be made by wire transfer to a U.S. dollar account maintained by the payee with a bank in the United States if such Holder elects payment by wire transfer by giving written notice to the Trustee or the Paying Agent to such effect designating such account no later than 30 days

immediately preceding the relevant due date for payment (or such other date as the Trustee may accept in its discretion). Such payment shall be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

3. Paying Agent and Registrar. Initially, [ ], the Trustee under the Indenture, will act as Paying Agent and Registrar. The Issuer may change any Paying Agent or Registrar without notice to the Holders.

4. Indenture. The Issuer issued the Notes under a Senior First Lien Notes Indenture, dated as of [ ] (the “Indenture”), among Washington Mutual, Inc. and the Trustee. This Note is one of a duly authorized issue of notes of the Issuer designated as its 13% Senior First Lien Notes due 2030. The Notes and any PIK Notes issued under the Indenture shall be treated as a single class of securities under the Indenture. The terms of the Notes include those stated in the Indenture and those incorporated by reference into the Indenture from the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”). The Notes are subject to all such terms, and Holders are referred to the Indenture and such Act for a statement of such terms. To the extent any provision of this Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling. Upon the Trustee’s entry into the Indenture, the Holders of the Notes and the Trustee will be bound by the terms of the Indenture.

5. Optional Redemption. At any time the Notes may be redeemed or purchased (by the Issuer or any other Person) at a redemption price equal to 100% of the principal amount of Notes redeemed plus accrued and unpaid interest, if any, to the date of redemption (the “Redemption Date”), subject to the rights of Holders of Notes on the relevant Record Date to receive interest due on the relevant Interest Payment Date. Any redemption pursuant to this paragraph 5 shall be made pursuant to the provisions of Sections 3.01 through 3.06 of the Indenture.

6. Notice of Redemption. Subject to Section 3.03 of the Indenture, notice of redemption will be mailed by first-class mail at least five Business Days but not more than 60 days before the Redemption Date to each Holder whose Notes are to be redeemed at its registered address. Notes in whole dollar (\$1.00) denominations may be redeemed. On and after the Redemption Date, interest ceases to accrue on this Note or portions thereof called for redemption.

8. Collateral and Intercreditor Agreement. These Notes are secured by a security interest in the Collateral pursuant to certain Security Documents. The Liens securing the Notes are subject to the terms of the Intercreditor Agreement.

9. Limitation on the Issuer’s Obligations. Notwithstanding any other provision of the Indenture, the Intercreditor Agreement, the Notes and the Security Documents to the contrary, the Holder of this Note agrees that it shall not have or take recourse (other than actions for specific performance) with respect to the Notes Documentation against the Issuer or its assets and property, or against WMMRC or the Owner or their respective assets and property (other than assets that were required to be transferred to the protected cell pursuant to the Insurance Book Closing), except (i) to the Collateral Account, (ii) if the Issuer fails to comply with its obligations pursuant to Sections 4.02(a), 4.02(b), 5.02 or 5.08, to the assets of the Issuer in an amount equal to the aggregate amount of any Runoff Proceeds or Runoff Proceeds Distributions that were not deposited into the Collateral Account, (iii) to the equity interests in the Owner to the extent a Lien has been granted therein in favor of the Collateral Agent and (iv) to the Owner or the Issuer for costs and expenses, including reasonable attorney’s fees, related to the enforcement of Sections 4.01, 4.02, 4.03, 5.02, 5.03, 5.07, 5.08, 5.10 and 5.13 of the Indenture, if the Holders or the Trustee, as applicable, are the prevailing party in such enforcement action.

10. Denominations, Transfer, Exchange. The Notes are in registered form without coupons in whole dollar (\$1.00) denominations and integral multiples of \$1.00 rounded up to the nearest whole dollar. The transfer of Notes may be registered and Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Issuer may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Issuer need not exchange or register the transfer of any Note or portion of a Note selected for redemption, except for the unredeemed portion of any Note being redeemed in part. Also, the Issuer need not exchange or register the transfer of any Notes for a period of 15 days before a selection of Notes to be redeemed.

11. Persons Deemed Owners. The registered Holder of a Note may be treated as its owner for all purposes.

12. Amendment, Supplement and Waiver. The Indenture, the Notes, the Security Documents and the Intercreditor Agreement may be amended or supplemented as provided in the Indenture.

13. Defaults and Remedies. The Events of Default relating to the Notes are defined in Section 7.01 of the Indenture. If any Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the then outstanding Notes may declare the principal, premium, if any, interest and any other monetary obligations on all the then outstanding Notes to be due and payable immediately. Notwithstanding the foregoing, in the case of an Event of Default arising from certain events of bankruptcy or insolvency, all outstanding Notes will become due and payable immediately without further action or notice. Holders may not enforce the Indenture or the Notes except as provided in the Indenture. Subject to certain limitations, Holders of a majority in aggregate principal amount of the then outstanding Notes may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders of the Notes notice of any continuing Default (except a Default relating to the payment of principal, premium, if any, or interest) if it determines that withholding notice is in their interest. The Holders of a majority in aggregate principal amount of the Notes then outstanding by notice to the Trustee may on behalf of the Holders of all of the Notes waive any existing Default or and its consequences under the Indenture except a continuing Default in payment of the principal of, premium, if any, or interest on, any of the Notes held by a non-consenting Holder. The Issuer is required to deliver to the Trustee annually a statement regarding compliance with the Indenture, and the Issuer is required within five (5) Business Days after becoming aware of any Default, to deliver to the Trustee a statement specifying such Default and what action the Issuer is taking or proposes to take with respect thereto.

14. Authentication. This Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose until authenticated by the manual signature of the Trustee.

15. GOVERNING LAW. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THE INDENTURE AND THE NOTES.

16. CUSIP and ISIN Numbers. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Issuer has caused CUSIP and ISIN numbers to be printed on the Notes and the Trustee may use CUSIP and ISIN numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

The Issuer will furnish to any Holder upon written request and without charge a copy of the Indenture. Requests may be made to the Issuer at the following address:

Washington Mutual, Inc.  
1301 Second Avenue  
Seattle, Washington 98101  
Attention: General Counsel

## ASSIGNMENT FORM

To assign this Note, fill in the form below:

(I) or (we) assign and transfer this Note to:

(Insert assignee's legal name)

---

(Insert assignee's soc. sec. or tax I.D. no.)

---

(Print or type assignee's name, address and zip code)

and irrevocably appoint  
to transfer this Note on the books of the Issuer. The agent may substitute another to act for him.

Date: \_\_\_\_\_

Your Signature:

(Sign exactly as your name appears  
on the face of this Note)

Signature Guarantee\*:

- \* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

# SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE\*

The following exchanges of a part of this Global Note for an interest in another Global Note or for a Definitive Note, or exchanges of a part of another Global or Definitive Note for an interest in this Global Note, or increased for a PIK Payment, have been made:

<u>Date of Exchange/Transfer</u>	<u>Amount of decrease in Principal Amount</u>	<u>Amount of increase in Principal Amount of this Global Note</u>	<u>Principal Amount of this Global Note following such decrease or increase</u>	<u>Signature of authorized officer of Trustee or Custodian</u>
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\* This schedule should be included only if the Note is issued in global form.

